

UNITED STATES SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549  
FORM 10-K

Annual report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the fiscal year ended December 31, 2021

or

Transition report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the transition period from to

Commission File Number 001-36052

**SIRIUSPOINT LTD.**

(Exact name of registrant as specified in its charter)

Bermuda

(State or other jurisdiction of incorporation or organization)

98-1599372

(I.R.S. Employer Identification No.)

**Point Building**

3 Waterloo Lane +1 (441) 542-3300

Pembroke, Bermuda, HM 08

(Address of principal executive offices and zip code) (Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Shares, \$0.10 par value	SPNT	New York Stock Exchange
8.00% Resettable Fixed Rate Preference Shares, Series B, \$0.10 par value, \$25.00 liquidation preference per share	SPNT PB	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

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

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

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer  Accelerated filer  Non-accelerated filer  Smaller reporting company  Emerging growth company

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

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

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

The aggregate market value of the shares of the voting and non-voting common equity held by non-affiliates of the registrant as of June 30, 2021 was \$882.1 million.

As of February 24, 2022, the registrant had 162,356,902 common shares issued and outstanding.

**DOCUMENTS INCORPORATED BY REFERENCE**

Part III incorporates information from certain portions of the registrant's definitive proxy statement to be filed with the Securities and Exchange Commission within 120 days after the fiscal year ended December 31, 2021.

**SiriusPoint Ltd.**

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## INTRODUCTORY NOTE

*Unless the context otherwise indicates or requires, as used in this Annual Report on Form 10-K (“Annual Report”) references to “we,” “our,” “us,” and the “Company,” refer to SiriusPoint Ltd. (“SiriusPoint”) and its directly and indirectly owned subsidiaries, as a combined entity, except where otherwise stated or where it is clear that the terms mean only SiriusPoint exclusive of its subsidiaries. “Fiscal,” when used in reference to any twelve-month period ended December 31, refers to our fiscal years ended December 31. Unless otherwise indicated, information contained in this Annual Report is as of December 31, 2021.*

### Cautionary Note Regarding Forward-Looking Statements

Certain statements contained or incorporated in this Annual Report constitute forward-looking statements. These forward-looking statements include, without limitation, statements regarding prospects for our industry, our business strategy, plans, goals and expectations concerning our market position, international expansion, investment portfolio expectations, future operations, margins, profitability, efficiencies, capital expenditures, liquidity and capital resources and other non-historical financial and operating information. When used in this Annual Report, the words “believes,” “intends,” “seeks,” “anticipates,” “plans,” “estimates,” “expects,” “assumes,” “continues,” “should,” “could,” “will,” “may” and the negative of these or similar terms and phrases are intended to identify forward-looking statements.

Forward-looking statements reflect our current expectations regarding future events, results or outcomes. These expectations may or may not be realized. Although we believe the expectations reflected in the forward-looking statements are reasonable, we can give you no assurance these expectations will prove to have been correct. Some of these expectations may be based upon assumptions, data or judgments that prove to be incorrect. Actual events, results and outcomes may differ materially from our expectations due to a variety of known and unknown risks, uncertainties and other factors. Although it is not possible to identify all of these risks and factors, they include, among others, the following:

- our ability to execute on our strategic transformation, including changing the mix of business between insurance and reinsurance;
- the impact of the novel coronavirus (“COVID-19”) pandemic or other unpredictable catastrophic events including uncertainties with respect to current and future COVID-19 losses across many classes of insurance business and the amount of insurance losses that may ultimately be ceded to the reinsurance market, supply chain issues, labor shortages and related increased costs, changing interest rates, equity market volatility and ongoing business and financial market impacts of COVID-19;
- the costs, expenses and difficulties of the integration of the operations of Sirius International Insurance Group, Ltd. (“Sirius Group”);
- fluctuations in our results of operations;
- a downgrade or withdrawal of our financial ratings;
- inadequacy of loss and loss adjustment expense reserves, the lack of availability of capital, and periods characterized by excess underwriting capacity and unfavorable premium rates;
- the performance of financial markets, impact of inflation, and foreign currency fluctuations;
- legal restrictions on certain of SiriusPoint’s insurance and reinsurance subsidiaries’ ability to pay dividends and other distributions to SiriusPoint;
- our ability to compete successfully in the (re)insurance market and the effect of consolidation in the (re)insurance industry;
- technology breaches or failures, including those resulting from a malicious cyber-attack on us, our business partners or service providers;
- the effects of global climate change, including increased severity and frequency of weather-related natural disasters and catastrophes and increased coastal flooding in many geographic areas;
- our ability to retain key employees and the effects of potential labor disruptions due to COVID-19 or otherwise;
- the outcome of legal and regulatory proceedings, regulatory constraints on our business, including legal restrictions on certain of our insurance and reinsurance subsidiaries’ ability to pay dividends and other distributions to us, and losses from unfavorable outcomes from litigation and other legal proceedings;
- reduced returns or losses in SiriusPoint’s investment portfolio;

- our concentrated exposure in funds and accounts managed by Third Point LLC, our lack of control over Third Point LLC, our limited ability to withdraw our capital accounts and conflicts of interest among various members of Third Point Advisors LLC, TP Enhanced Fund, Third Point LLC and us;
- our potential exposure to U.S. federal income and withholding taxes and our significant deferred tax assets, which could become devalued if we do not generate future taxable income or applicable corporate tax rates are reduced;
- risks associated with delegating authority to third party managing general agents;
- future strategic transactions such as acquisitions, dispositions, investments, mergers or joint ventures; and
- other risks and factors listed under Item 1A. “Risk Factors” and elsewhere in this Annual Report.

Any one of these factors or a combination of these factors could materially affect our financial condition or future results of operations and could influence whether any forward-looking statements contained in this report ultimately prove to be accurate. Our forward-looking statements are not guarantees of future performance, and you should not place undue reliance on them. All forward-looking statements speak only as of the date made and we undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise.

In addition, while we do, from time to time, communicate with security analysts, it is against our policy to disclose to them any material non-public information or other confidential information. Accordingly, shareholders should not assume that we agree with any statement or report issued by any analyst irrespective of the content of the statement or report. Thus, to the extent that reports issued by securities analysts contain any projections, forecasts, or opinions, such reports are not our responsibility.

## PART I.

### Item 1. Business

#### Acquisition of Sirius International Insurance Group, Ltd.

On February 26, 2021, we completed the acquisition of Sirius International Insurance Group, Ltd. (“Sirius Group”) (the “Acquisition”) and changed our name from Third Point Reinsurance Ltd. (“Third Point Re”) to SiriusPoint Ltd. In connection with the Acquisition and the appointment of a new executive management team, we established a new business strategy, entered into a loss portfolio transfer transaction, and restructured our organization, including merging certain of our former key subsidiaries. See “Recent Developments” below and Note 3 “Acquisition of Sirius Group” in our audited consolidated financial statements included elsewhere in this Annual Report for a more detailed discussion of the Acquisition.

Our results of operations for the year ended December 31, 2021 include Sirius Group for the period from February 26, 2021, and may not be reflective of the ultimate ongoing business of the combined entities.

#### Overview

We are a global insurer and reinsurer headquartered in Bermuda, providing solutions to clients and brokers in almost 150 countries. Our common shares are listed on the New York Stock Exchange (“NYSE”) under the symbol “SPNT”. As of December 31, 2021, we had common shareholders’ equity of \$2.3 billion, total capital of \$3.3 billion and total assets of \$10.6 billion. Our operating companies have a financial strength rating of A- (Excellent) from AM Best, Standard & Poor’s and Fitch.

We have licenses to write property, casualty and accident & health insurance and reinsurance globally, including admitted & non-admitted licensed companies in the United States, a Bermuda Class 4 company, a Lloyd’s of London (“Lloyd’s”) syndicate and managing agency, and an internationally licensed company domiciled in Sweden and operating through a global branch network, predominately in Europe.

We aim to be a highly diversified business with a sustainable and scalable underwriting platform and a portfolio of insurance-related service businesses. We seek to leverage our underwriting talent and capabilities, proven management expertise and geographic footprint, to build on our existing portfolio and identify new opportunities to create value. We intend to be best in class capital allocators, while reacting quickly to new risks and opportunities. We can access different parts of the insurance value chain – including primary insurance, reinsurance, and various forms of fee income - leveraging our platform and balance sheets, nimbly shifting capital allocation between insurance and reinsurance based on client needs and market conditions.

Our \$3.3 billion capital base makes us large enough to compete with our peers and to be meaningful in the marketplace, while being small enough to move quickly in a fast-changing environment. We have a flat and nimble operating structure with a strong management team comprised of significant new talent and incorporating leaders from our predecessor businesses.

#### Operational Priorities

Subsequent to the Acquisition, we focused on a three-pillar strategy: focus and stabilize, revitalize and grow, and modernize and break out. In support of this strategy, we are executing on three operational priorities: re-underwrite reinsurance, grow insurance & services, and de-risk capital investments portfolio.

##### 1. Re-underwrite Reinsurance

In 2021, we completed a contract-by-contract review of the reinsurance portfolio resulting in a comprehensive re-underwriting of the book. Our global property portfolio now is significantly smaller and has a better mix by client, product and geography; we cut our gross and net property exposures and purchased reinsurance to improve our volatility profile. We non-renewed / exited various specialty and casualty contracts, including float deals written by Third Point Re. In addition to remediating the legacy books, we added attractive specialty and casualty business to the portfolio. While we made significant progress in 2021, we have additional work to do and expect to continue reviewing the portfolio on an ongoing basis.

As a result of these changes, we will have a smaller global property book with an expected reduced volatility profile, an improved and differentiated global specialty and casualty business, a more balanced business profile, and a mix shift from reinsurance to insurance.

## 2. Grow Insurance & Services

Sirius Group had a profitable global accident & health franchise which housed significant expertise with Managing General Agents (MGAs). We are building on this MGA model to grow our Insurance & Services business. Our global licenses, robust balance sheet, nimble operating structure, and minimal conflicts of interest, enable us to be the partner of choice for MGAs. We often align incentives with MGAs by taking investment stakes. We make both controlling and non-controlling equity investments and debt investments in MGAs and other insurance-related business (collectively, “Strategic Investments”); we reflect the non-controlling investments at fair value.

Through the MGA model, we obtain access to insurance businesses at a lower acquisition cost, often in unique and specialized classes of business. Our strong ceded reinsurance operation provides us with the flexibility to adjust the volume of business retained on our balance sheet as we optimize our capital allocation. We benefit from fee income, such as fronting fees, through our investment stakes in MGAs and for services we provide to MGAs. Insurance & Services revenue allows us to diversify away from our traditional reinsurance portfolio and generally has lower capital requirements. In addition, service fees from MGAs and their insurance products are generally not as prone to the volatile underwriting cycle that is common in reinsurance marketplace.

We have established a strong growth trajectory with the MGA model in 2021 and look to continue building on this success in the coming years.

## 3. De-risk capital investments portfolio

We are repositioning our investment portfolio to reduce our exposure to market volatility, to take advantage of opportunities to improve risk-adjusted returns across asset classes, and free up capital to support the growth of our Insurance & Services business. During the fourth quarter of 2021, we reallocated \$450 million from the TP Enhanced Fund to cash and fixed income investments. We have also shed legacy assets where we cannot generate sustainable margins that enhance our overall return, including reducing our retained net legacy reserves to free up capital for redeployment.

We believe we are well positioned to fulfill our objectives by virtue of: the experience and skill of our management team, our integrated and flexible underwriting and operating platform, our financial strength, our strong relationships with brokers and customers, our commitment to superior service, our proprietary modeling technology and our investment expertise and relationship with Third Point LLC, which we believe will be a strategic differentiator on our returns while also reducing volatility and creating an investment portfolio with a fixed income weighting percentage more in line with peer property/casualty reinsurers.

### Recent Developments

On May 27, 2021, in connection with an internal reorganization, Sirius International Group, Ltd. (“SIG”), Sirius International Holdings Ltd. and Sirius International Insurance Group, Ltd., wholly-owned subsidiaries of the Company, merged with and into the Company, with the Company being the surviving entity. Also on May 27, 2021, Third Point Reinsurance Company Ltd. (“Third Point Re BDA”) merged with and into Sirius Bermuda Insurance Company Ltd. (“Sirius Bermuda”), with Sirius Bermuda being the surviving entity. Upon the effectiveness of the merger, Sirius Bermuda changed its name to SiriusPoint Bermuda Insurance Company Ltd. (“SiriusPoint Bermuda”). On December 31, 2021, Third Point Reinsurance (USA) Ltd. (“Third Point Re USA”) merged with and into SiriusPoint Bermuda, with SiriusPoint Bermuda being the surviving entity. All references to SiriusPoint Bermuda prior to the merger date refer to legacy Third Point Re BDA, Third Point Re USA and Sirius Bermuda, unless otherwise indicated. On December 31, 2021, Third Point Re (USA) Holdings Inc., a wholly-owned subsidiary of the Company, merged with and into the Company, with the Company being the surviving entity.

Following the internal reorganization, our key insurance and reinsurance subsidiaries include SiriusPoint Bermuda, SiriusPoint International Insurance Corporation (“SiriusPoint International”), SiriusPoint America Insurance Company (“SiriusPoint America”), SiriusPoint Specialty Insurance Corporation, and Sirius International Corporate Member Limited (“Sirius International Corporate Member”), a Lloyd’s Corporate Member. In addition, SiriusPoint International sponsors Lloyd’s Syndicate 1945 (“Syndicate 1945”) and Sirius International Corporate Member participates in the Lloyd’s market, which in turn provides underwriting capacity to Syndicate 1945. SiriusPoint Specialty Insurance Corporation is a New Hampshire domiciled surplus lines underwriter.

In connection with our goal of optimizing our capital allocation, on October 29, 2021, we closed a loss portfolio transfer transaction (the “LPT”) with Pallas Reinsurance Company Ltd., a subsidiary of the Compré Group, an insurance and

reinsurance legacy specialist. As a result of the LPT, we dissolved Sirius Point Global Solutions, Inc., which specialized in the acquisition and management of runoff liabilities for insurance and reinsurance companies, as well as asbestos and environmental risks and other long-tailed liability exposures.

### Reportable Segments

As a result of the acquisition of Sirius Group and the subsequent changes in strategy and new executive management team, SiriusPoint reports on two operating segments effective as of the fourth quarter of 2021: Reinsurance and Insurance & Services. Previously, we managed our business in four reportable segments: Specialty, Accident & Health (“A&H”), Property, and Runoff & Other. This change better reflects the management structure of SiriusPoint, provides greater transparency into the growing contribution from our MGAs and other strategic partnerships, and reflects our decision to exit the runoff business, with the Compré LPT and the dissolving of SiriusPoint Solutions. Within our segments, we underwrite a variety of (re)insurance products as shown in the table below. Where applicable, all prior periods presented have been revised to conform to this new presentation.

The following table provides a breakdown by line and type of business of gross premiums written for the years ended December 31, 2021, 2020 and 2019:

	2021		2020		2019	
	Amount	Percentage of Total	Amount	Percentage of Total	Amount	Percentage of Total
	(\$ in millions)					
Aviation & Space	\$ 108.5	4.8 %	\$ —	— %	\$ —	— %
Casualty	459.7	20.6 %	271.9	46.2 %	347.6	52.0 %
Contingency	15.9	0.7 %	1.0	0.1 %	0.1	— %
Credit & Bond	53.8	2.4 %	10.6	1.8 %	25.1	3.8 %
Marine & Energy	39.3	1.8 %	5.6	0.9 %	1.5	0.2 %
Mortgage	52.2	2.3 %	60.4	10.3 %	46.1	6.9 %
Property	621.0	27.8 %	184.6	31.4 %	154.9	23.2 %
<b>Reinsurance</b>	<b>1,350.4</b>	<b>60.4 %</b>	<b>534.1</b>	<b>90.7 %</b>	<b>575.3</b>	<b>86.1 %</b>
A&H	384.4	17.2 %	3.4	0.6 %	4.6	0.7 %
Environmental	21.0	0.9 %	—	— %	—	— %
Workers’ Compensation	137.4	6.1 %	—	— %	—	— %
Other	355.1	15.9 %	22.1	3.8 %	0.9	0.1 %
<b>Insurance &amp; Services</b>	<b>897.9</b>	<b>40.1 %</b>	<b>25.5</b>	<b>4.4 %</b>	<b>5.5</b>	<b>0.8 %</b>
<b>Corporate <sup>(1)</sup></b>	<b>(11.8)</b>	<b>(0.5) %</b>	<b>28.9</b>	<b>4.9 %</b>	<b>87.6</b>	<b>13.1 %</b>
<b>Total gross premiums written</b>	<b>\$ 2,236.5</b>	<b>100.0 %</b>	<b>\$ 588.5</b>	<b>100.0 %</b>	<b>\$ 668.4</b>	<b>100.0 %</b>

(1) Corporate includes gross premium written from all runoff business.

For the year ended December 31, 2021, we expanded our premium writings in the Insurance & Services segment through the acquisition of Sirius Group and our MGA model.

### Reinsurance Segment

We provide reinsurance products to insurance and reinsurance companies, government entities, and other risk bearing vehicles on a treaty or facultative basis.

Treaty reinsurance is an agreement whereby we assume a specified portion or category of risk under all qualifying policies issued by the ceding company during the term of the agreement, usually one year. Treaty reinsurance is typically written on either a proportional or excess of loss basis. A proportional reinsurance treaty is an arrangement whereby we assume a predetermined proportional share of the premiums and losses generated on specified business. An excess of loss treaty is an arrangement whereby we assume losses that exceed a specific retention of loss by the ceding company. Facultative reinsurance, on the other hand, is underwritten on a risk-by-risk basis, which allows us to determine pricing for each exposure. Retroactive reinsurance contracts cover the potential for changes in estimates of loss and loss adjustment expense reserves related to loss events that have occurred in the past. Retroactive reinsurance contracts can generate an underwriting

profit should the ultimate loss and loss adjustment expenses settle for less than the initial estimate of reserves while the premiums received at the inception of the contract generate insurance float.

We participate in the broker market for reinsurance treaties written in the United States and Bermuda primarily on a proportional and excess of loss basis. Our international book of business consists of treaty, written on both a proportional and excess of loss basis, facultative, and primary business, primarily in Europe, Asia and Latin America.

The Reinsurance segment provides coverage in the following product lines:

Aviation & Space – Aviation covers loss of or damage to an aircraft and the aircraft operations' liability to passengers, cargo and hull as well as to third parties, and Space covers damage to a satellite during launch and in orbit.

Casualty – covers a cross section of all casualty lines, including general liability, umbrella, auto, workers compensation, professional liability, and other specialty classes.

Contingency – covers event cancellation and non-appearance. We offer this class on a treaty reinsurance basis on a selective basis for a few key clients.

Credit & Bond – covers traditional short-term commercial credit insurance, including pre-agreed domestic and export sales of goods and services with typical coverage periods of 60 to 120 days.

Marine & Energy – Marine covers damage to ships and goods in transit, marine liability lines as well as yacht-owner perils. Energy covers offshore energy industry insurance.

Mortgage – covers credit risks that compensates insureds for losses arising from mortgage loan defaults.

Property – consists of our underwriting lines of business that offer property catastrophe excess reinsurance, agriculture reinsurance and property risk and pro rata on a worldwide basis. Property catastrophe excess of loss reinsurance treaties cover losses from catastrophic events. Agriculture provides stop-loss reinsurance coverage, including to companies writing U.S. government-sponsored multi-peril crop insurance.

#### ***Insurance & Services Segment***

We provide insurance products to individuals and corporations directly, through agents/brokers or through delegated underwriting agreements with MGAs. We seek to work with MGAs that have strong underwriting expertise, deep understanding of the customer/product niches and/or technology-driven approaches, and a sustainable competitive moat.

We underwrite primary insurance via more than 30 MGAs in a growing number of business lines. MGAs producing business for SiriusPoint are in four categories:

- **Wholly-owned subsidiaries** – 100% owned by SiriusPoint, including International Medical Group, Inc. (“IMG”) and ArmadaCorp Capital, LLC (“Armada”). IMG offers a full line of international medical insurance products, trip cancellation programs, medical management services and 24/7 emergency medical and travel assistance. Armada operates as a supplemental medical insurance MGA.
- **Incubation** – launched by SiriusPoint and consolidated in the Company’s results of operations, including Arcadian Risk Capital Ltd. (“Arcadian”), Banyan Risk Ltd. (“Banyan Risk”) and Joyn Insurance Services Inc. (“Joyn”).
- **Strategic partnerships** – minority investment stake and agreement to provide fronting services and/or underwriting capacity.
- **Traditional partnerships** – fronting services and/or underwriting capacity without any investment stake.

Our approach to accessing the market through MGAs involves leaning on the expertise of our partners to create products and services, manage distribution relationships, underwrite risks in accordance with delegating underwriting authorities, issue and service policies on behalf of SiriusPoint or other fronting companies and manage claims handling.

We put in place rigorous controls to ensure underwriting risks are evaluated thoroughly and monitored consistently. Key controls in place include formal written Program Management Agreements, carefully documented underwriting guidelines, annual underwriting audits, and a monthly flow of financial and operational metrics that provide transparency into underlying business results.

Insurance & Services offers a comprehensive set of services for startup MGAs and insurance services companies including fronting services, risk capital and equity and debt financing. Furthermore, we offer expertise in underwriting, pricing and product development to businesses with whom we partner. We have a stringent screening process to identify and approve partner companies which includes alignment of interests, disciplined management and strong oversight, which we believe are critical for success. The Insurance & Services segment predominantly provides insurance coverage in addition to receiving fees for services provided within Insurance & Services and to third parties.

The Insurance & Services segment provides coverage in the following product lines:

A&H – consists of accident and health coverage, and our MGA units (which include Armada and IMG). Armada’s products are offered in the United States while IMG offers accident, health and travel products on a worldwide basis.

Environmental – consists of an environmental insurance book in the U.S. comprised of four core products that revolve around pollution coverage, which are premises pollution liability, contractor’s pollution/pollution liability and professional liability.

Workers’ Compensation – consists of state-mandated insurance coverage that provides medical, disability, survivor, burial, and rehabilitation benefits to employees who are injured or killed due to a work-related injury or illness.

Other – consists of a cross section of property and casualty lines, including but not limited to property, general liability, excess liability, commercial auto, professional liability, directors and officers, cyber and other specialty classes.

### **Marketing and Distribution**

For reinsurance business, we obtain most of our submissions from reinsurance intermediaries (“brokers”) that represent the ceding company. The process of placing an intermediate reinsurance program typically begins when a ceding company enlists the aid of a reinsurance intermediary in structuring a reinsurance program. The ceding company and the reinsurance intermediary will often consult with one or more lead reinsurers as to the pricing and contract terms for the reinsurance protection being sought. Once the ceding company has approved the terms quoted by the lead reinsurer, the reinsurance intermediary will offer participation to qualified reinsurers until the program is fully subscribed. We consider both the reinsurance intermediary and the ceding company to be its clients. We believe we have developed strong business relationships over a long period of time with the management of many of our ceding companies and reinsurance intermediaries.

We pay ceding companies a ceding commission under most proportional reinsurance treaties and some excess of loss reinsurance treaties. The ceding commission is generally based on the ceding company’s cost of acquiring and administering the business being reinsured (e.g., agent commissions, premium taxes and certain miscellaneous expenses). The ceding commissions paid to ceding companies constitute the majority of our total acquisition costs. Additionally, we pay reinsurance intermediaries commissions based on negotiated percentages of the premium they produce on a per treaty or certificate basis.

For primary insurance business, we enter into agreements with select MGAs, who then market our insurance products to the general public and have underwriting authority on our behalf. We have well-defined underwriting standards in place for these MGAs that are closely monitored by our staff. We pay certain MGAs profit commissions based upon the underwriting profit of business produced. In addition to the day-to-day interactions that we have with its MGAs, audits are performed on a regular basis. These high-retention, long-term partnerships generate significant premium, and create alignment with the MGAs as they often retain a share of underwriting results.

See Note 5 “Segment reporting” in our audited consolidated financial statements included elsewhere in this Annual Report for a breakdown of our premiums written by source that individually contributed more than 10% of total gross premiums written.

### **Policies with Respect to Certain Activities**

The following is a discussion of our underwriting and pricing, claims management, catastrophe risk management, and reinsurance protection policies.

#### ***Underwriting and Pricing***

We have an established team of underwriters and actuaries that develop and manage our insurance and reinsurance business. We believe that their experience, industry presence and long-standing relationships allow us to tailor our portfolio to specific market segments. Our approach to underwriting allows us to deploy our capital in a variety of lines of business and to capitalize on opportunities that we believe offer favorable returns on equity over the long term.

We seek to maintain a disciplined underwriting strategy which, while considering overall exposure, focuses on writing more business when market terms and conditions are favorable and reducing business volume when terms and conditions become less favorable. We offer clients a wide range of insurance and reinsurance products across multiple lines of business to satisfy risk management needs.

We derive our reinsurance business from a broad spectrum of ceding companies, including national, regional, specialty, and excess and surplus lines writers, both internationally and in the United States. We derive our primary insurance business mostly through our MGAs and strategic partnerships which source business internationally and in the United States. We price our products by assessing the desired return on the expected capital needed to write a given contract and on the expected underwriting results of the contract. Our pricing indications are based on a number of underwriting factors including historical results, analysis of exposure and estimates of future loss costs, a review of other programs displaying similar exposure characteristics, and the MGAs or ceding company's underwriting and claims experience. Additionally, our underwriters, actuaries and claims personnel perform audits of MGAs and certain ceding companies, in products and regions where this is applicable.

### ***Claims Management***

We maintain a staff of experienced insurance and reinsurance claim specialists. Our claims specialists work closely with reinsurance intermediaries, MGAs and insureds to obtain specific claims information on reported matters to properly adjust and resolve each matter. Where customary or appropriate, our claims staff perform selective remote or on-site claim reviews to assess an MGA's claim handling abilities and, where customary or appropriate, a ceding company's claim handling abilities and reserve techniques. In addition, our claims specialists review loss information provided by ceding companies and MGAs for adequacy and accuracy. The results of these claim reviews are shared with the underwriters and actuaries to assist them in pricing products and establishing loss reserves.

In addition, we use third-party administrators ("TPAs") for certain claims and our claims staff perform on-site claim audits of certain TPAs to ensure the propriety of the controls and processes over claims serviced by the TPAs.

We have significant exposure to catastrophe losses, caused by hurricanes, earthquakes, tornadoes, winter storms, windstorms, floods, tsunamis, terrorist acts and other man-made and natural catastrophic events. We actively manage our concentration of exposures to catastrophic events, primarily by limiting concentrations of exposure to what we deem acceptable levels and, if necessary, purchasing reinsurance. In addition, we seek to limit losses that might arise from other extreme events such as terrorism, cyber or nuclear incidents, by including exclusionary provisions in our insurance and reinsurance contracts.

To manage catastrophe risk, we license third-party global property catastrophe modeling software, and we also utilize our own proprietary models to price risk, calculate expected probable maximum loss ("PML") estimates, and consolidate and report on all worldwide property exposures. This platform is used to calculate individual and aggregate PMLs by combining multiple third-party and proprietary models, actuarial methods, and underwriting judgement.

Our proprietary platform allows us to choose either a third-party catastrophe modeling software or an internally developed model for PML reporting within each area and peril. The choice is based on a scientific, actuarial and underwriting assessment of the quality of the model by territory. If a third-party model is deemed to have weakness or insufficient experience, we may impose modifications on the model to mitigate any weaknesses. With our platform, the view of risk for each treaty can be further adjusted based on underwriting judgment regarding the specific exposures underlying each cedent's portfolio. This yields a final view of risk for each cedent. This view of risk is aggregated across our portfolio to an aggregated, simulated dataset from which PML estimates and any other portfolio metrics can be extracted.

We do not exclusively rely upon catastrophe modeling to measure our exposure to natural catastrophe risk. We monitor gross and net property catastrophe occurrence limits by country and region globally. Further, losses to a number of deterministic scenarios involving both natural and man-made catastrophes are estimated and tracked.

The following table provides an estimate of our three largest PML zones on a per occurrence basis for 1-in-100 and 1-in-250 year events as of January 1, 2022 as measured by net after-tax exposure.

	Modelled Industry Loss	SiriusPoint Gross Loss	Net After Reinsurance and Reinstatements	SiriusPoint Net After-Tax Loss		
				Net After-Tax	Net After-Tax as % of Total Capital <sup>(1)</sup>	Net After-Tax as % of Common Shareholders' Equity <sup>(1)</sup>
(\$ in millions)						
1-in-100 year event						
Europe	\$ 140,850	\$ 286	\$ 129	\$ 120	4 %	5 %
Southeast U.S.	46,744	235	107	97	3 %	4 %
West Coast U.S.	\$ 38,174	\$ 195	\$ 95	\$ 85	3 %	4 %
1-in-250 year event						
Europe	\$ 224,184	\$ 397	\$ 211	\$ 196	6 %	9 %
Southeast U.S.	82,185	323	141	128	4 %	6 %
West Coast U.S.	\$ 68,049	\$ 342	\$ 134	\$ 122	4 %	5 %

(1) Total capital and common shareholders' equity as of December 31, 2021. Total capital represents total debt, Series B preference shares, and common shareholders' equity.

Catastrophe modeling is dependent upon several broad scientific, meteorological and economic assumptions. This includes assumptions on hazard frequency and intensity, assumptions on the vulnerability of different risks depending on their occupancy and building characteristics, assumptions on replacement values as well as assumptions on economic factors such as demand surge (the localized increase in prices of goods and services that often follows a catastrophe). Catastrophe modeling is inherently uncertain due to the range of outcomes when projecting future events. Third-party modeling software does not provide information for all territories or perils for which we write business. We use our own proprietary models in these situations.

#### **Reinsurance Protection**

In the normal course of business, we seek to protect our business from losses due to concentration of risk and loss arising from catastrophic events with retrocession (reinsuring with third-party reinsurers). We remain liable for risks reinsured in the event that the reinsurer does not honor its obligations under reinsurance contracts.

The effects of reinsurance on our written and earned premiums and on loss and loss adjustment expenses for the years ended December 31, 2021, 2020 and 2019 were as follows:

	2021	2020	2019
<b>Written premiums:</b>	(\$ in millions)		
Direct	\$ 718.0	\$ 19.0	\$ —
Assumed	1,518.5	569.5	668.4
Gross premiums written	2,236.5	588.5	668.4
Ceded	(502.3)	(46.3)	(11.4)
Net premiums written	\$ 1,734.2	\$ 542.2	\$ 657.0
<b>Premiums earned:</b>			
Direct	\$ 600.8	\$ 1.0	\$ —
Assumed	1,598.5	638.8	710.0
Gross premiums earned	2,199.3	639.8	710.0
Ceded	(482.3)	(29.0)	(9.9)
Net premiums earned	\$ 1,717.0	\$ 610.8	\$ 700.1
<b>Loss and loss adjustment expenses:</b>			
Direct	\$ 349.3	\$ 0.8	\$ —
Assumed	1,506.1	483.2	407.5
Loss and loss adjustment expenses incurred	1,855.4	484.0	407.5
Ceded	(528.9)	(18.7)	(4.0)
Loss and loss adjustment expenses incurred, net	\$ 1,326.5	\$ 465.3	\$ 403.5

#### *Loss Portfolio Transfer*

On October 29, 2021, we closed a LPT transaction with Pallas Reinsurance Company Ltd., a subsidiary of the Compre Group, an insurance and reinsurance legacy specialist. The LPT covers \$362 million of our loss reserves for the subject business, including much of the legacy Sirius Group runoff portfolio, including asbestos and environmental lines, for a premium of \$381 million.

Our transaction with the Compre Group underscores the ongoing transformation of SiriusPoint, our focus on optimizing capital allocation and rebalancing towards insurance and higher margin and growth lines, and provides further certainty on SiriusPoint's reserve position. Following the completion of the LPT, our net loss reserves from Runoff business were reduced by 48%. This transaction transfers the risk of the subject reserves developing adversely to Compre Group in exchange for the premium payment, and reduces statutory and rating agency capital charges on the subject reserves.

#### *Reinsurance Segment*

Our reinsurance protection primarily consists of pro-rata and excess of loss protections that protect all of our reportable segments. Attachment points and coverage limits vary by region around the world. Protections by reportable segment are listed below.

Our core proportional property reinsurance programs provide protection for parts of the non-proportional treaty accounts written in Europe, North and South America, the Caribbean, Asia, the Middle East, and Australia. These reinsurance protections are designed to increase underwriting capacity where appropriate, and to reduce exposure both to large catastrophe losses and to a frequency of smaller loss events.

As of January 1, 2022, we have in place an all natural perils excess of loss retrocessional coverage for our property exposures, replacing the 2021 non-peak areas/perils related coverage. This coverage is divided in two layers, both placed for one year at January 1, 2022:

- 100% of \$50 million of retrocession protection in excess of our retention of \$50 million for property losses occurring worldwide with exception for losses occurring in the U.S. and losses occurring in the Caribbean if the event also includes a market loss in the U.S. in excess of \$1 billion.
- 100% of \$100 million of retrocession protection in excess of our retention of \$100 million for property losses occurring worldwide.

In addition to the above, until May 31, 2022, our worldwide earthquake related exposures are protected under a coverage renewed for one year at June 1, 2021, providing 100% of \$40 million of reinsurance protection in excess of our retention of \$35 million and a further 100% of \$35 million of coverage in excess of \$75 million.

We periodically purchase industry loss warranties ("ILW") contracts to augment our overall retrocessional program. The following ILW contracts are currently in force:

Scope	Limit	Trigger	Expiration Date
United States excluding North East, all natural perils	\$3 million	\$40 billion	July 5, 2022
European named Windstorm ILW	\$10 million	\$5 billion excess of \$7 billion	March 31, 2022

We also purchase excess of loss reinsurance protection for our facultative and primary insurance property books. Almost all of our excess of loss reinsurance and retrocession protections, excluding ILWs, which tend to only cover one loss event, include provisions that reinstate coverage at a cost of 100% or more of the original reinsurance premium. The aviation reinsurance program is intended to reduce exposure to a frequency of mid-size losses, a single large loss, or a combination of both. Other lines of business within this segment are protected through various quota share and excess of loss protections.

#### *Insurance & Services Segment*

For A&H reinsurance, we have excess loss of protection covering our personal accident and life accounts. For A&H primary insurance, there are account specific quota share and stop-loss reinsurance protections in place of various percentages for our medical benefits and student health businesses. In addition to these primary insurance protections, there is an excess of loss protection of unlimited dollars in excess of \$2 million (per person) in place.

In the property and casualty business in our Insurance & Services segment, we purchase both excess of loss and proportional reinsurance on a case by case basis for both risk management and capital optimization purposes.

Other lines of business within this segment are protected through various quota share and excess of loss protections.

#### *Reinsurance Recoverables by Rating*

As of December 31, 2021, we had loss and loss adjustment expenses recoverable, net of \$1,215.3 million (December 31, 2020 - \$14.4 million). Because retrocessional reinsurance contracts do not relieve us of our obligation to our insureds, the ability to collect balances due from our reinsurers is important to our financial strength. We monitor the financial strength and ratings of retrocessionaires on an ongoing basis. Uncollectible amounts historically have not been significant.

The following table provides a listing of our loss and loss expenses recoverable, net by the reinsurer's Standard & Poor's ("S&P") rating and the percentage of total recoverables as of December 31, 2021. With certain reinsurers, if S&P's rating was not available, an equivalent AM Best rating was used.

Rating <sup>(1)(2)</sup>	December 31, 2021			
	Gross	Collateral	Net	% of Net Total
	(\$ in millions)			
AA	\$ 149.5	\$ 1.7	\$ 147.8	22.6 %
A	360.8	16.0	344.8	52.6 %
BBB or lower	212.3	130.5	81.8	12.5 %
Not rated	492.7	412.0	80.7	12.3 %
	<u>\$ 1,215.3</u>	<u>\$ 560.2</u>	<u>\$ 655.1</u>	<u>100.0 %</u>

<sup>(1)</sup> S&P's ratings as detailed above are: "AA" (Very strong), "A" (Strong), and "BBB" (Adequate).

<sup>(2)</sup> Not rated represents reinsurers who are not rated by either S&P or AM Best. Included in the not rated category is \$355.9 million related to Pallas Reinsurance Company Ltd.; as a result of the LPT, the amount is fully collateralized.

### Loss and loss adjustment expense reserves

Loss and loss adjustment expense reserves represent estimates of what the insurer or reinsurer ultimately expects to pay on claims at a given time, based on facts and circumstances then known, and it is probable that the ultimate liability may exceed or be less than such estimates. The process of estimating loss and loss adjustment expense reserves involves a considerable degree of judgment by management and, as of any given date, is inherently uncertain. See Note 2 "Significant accounting policies" in our audited consolidated financial statements and "Critical accounting policies and estimates" in "Management's Discussion and Analysis of Financial Condition and Results of Operations" included elsewhere in this Annual Report for a further discussion of our loss and loss adjustment expense reserves.

### Investments

As a result of the acquisition of Sirius Group, we repositioned our investment portfolio to better align with our underwriting strategy, while leveraging our strategic partnership with Third Point LLC. We believe that this repositioning will result in lower volatility, while taking advantage of opportunities to improve risk-adjusted returns across asset classes.

Under our investment strategy, management of our fixed income investments, which comprise the majority of our portfolio, is outsourced to a diversified range of third-party asset managers. Third Point LLC continues to manage the majority of our alternative investments as well as working with us on tailored asset-liability management strategies that are tailored to our risk and capital considerations. We believe that this is a strategic differentiator on our returns, reduces risk and volatility, and creates a portfolio mix more in line with peer property/casualty reinsurers.

Our investment objective is to maximize long-term after-tax total return while (1) limiting the investment risk within prudent risk tolerance thresholds, (2) maintaining adequate liquidity, and (3) complying with the regulatory, rating agency, and internal risk and capital management requirements, all in support of the company goal of meeting policyholder obligations. This objective and associated policies and guidelines ("Investment Policy and Guidelines") are established by the Investment Committee of the SiriusPoint Board of Directors. Certain relevant subsidiaries also approve policies and guidelines substantially similar to, and consistent with, the SiriusPoint Investment Policy and Guidelines, in accordance with local laws and regulations.

The Investment Policy and Guidelines provide a cohesive framework to mitigate risk and prescribe a number of thresholds under which the portfolio is intended to operate. The group is expected to hold cash, short-term investments and fixed income investments that amount to no less than 100% of policyholder liabilities. Investable assets in excess of policyholder liabilities and liquidity needs are available to be invested in equity securities, funds, direct investments and other long-term investments.

We have subsidiaries and branches located throughout the world and our global footprint requires us to transact in numerous currencies. Where practical, we aim to generally match material liabilities with assets. From time to time, we may utilize third party tools such as currency forwards or swaps to mitigate unmatched exposure or may choose to leave such exposure unmatched. We do not apply hedge accounting to currency swaps or forwards.

See Part II, *Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations"* and Note 8 "Investments" in our audited consolidated financial statements included elsewhere in this Annual Report for additional information on our investment portfolio.

As previously disclosed, on August 6, 2020, the Company and SiriusPoint Bermuda entered into the Third Amended and Restated Exempted Limited Partnership Agreement ("2020 LPA") of TP Enhanced Fund with Third Point Advisors LLC, pursuant to which Third Point LLC will continue to serve as investment manager of TP Enhanced Fund. The 2020 LPA became effective at close of the merger with Sirius Group. A copy of the 2020 LPA is attached hereto as Exhibit 10.42.

### Competition and Peers

The worldwide insurance and reinsurance markets are highly competitive. Competition is influenced by a variety of factors, including price charged and other terms and conditions offered, financial strength ratings, prior history and relationships, as well as expertise and the speed at which the company has historically paid claims.

We compete for business in Europe, Bermuda, the United States and other international markets with numerous global competitors. Our competitors include other insurance and reinsurance companies and underwriting syndicates at Lloyd's of London, as well as London Market Companies. While some of our competitors have greater revenue and shareholders' equity and higher ratings than SiriusPoint, we believe that we are well-suited to compete against our peers.

In addition, in recent years the persistent low interest rate environment and ease of entry into the reinsurance sector has led to increased competition from non-traditional sources of capital, such as insurance-linked funds or collateralized special purpose insurers, predominantly in the property catastrophe excess reinsurance market. This alternative capital provides collateralized property catastrophe protection in the form of catastrophe bonds, industry loss warranties and other risk-linked products that facilitate the ability for non-reinsurance entities, such as hedge funds and pension funds, to compete for property catastrophe excess reinsurance business outside of the traditional treaty market. As a result, we have observed reduced pricing and/or reduced shares in certain property catastrophe excess markets, as well as certain other markets.

### Ratings

Ratings by independent agencies are an important factor in establishing the competitive position of insurance and reinsurance companies and are important to our ability to market and sell our products and services. Rating organizations continually review the financial positions of reinsurers and insurers. These ratings reflect the rating agency's views regarding our balance sheet strength, operating performance, business profile and enterprise risk management. It is not an evaluation directed toward the protection of investors or a recommendation to buy, sell or hold our common shares. Our insurance and reinsurance operating subsidiaries are assigned financial strength ratings as follows:

	AM Best (1)		Fitch (2)		S&P (3)	
	Rating	Outlook	Rating	Outlook	Rating	Outlook
SiriusPoint Bermuda	"A-" (Excellent)	Stable	"A-" (Strong)	Negative	"A-" (Strong)	Negative
SiriusPoint International	"A-" (Excellent)	Stable	"A-" (Strong)	Negative	"A-" (Strong)	Negative
SiriusPoint America	"A-" (Excellent)	Stable	"A-" (Strong)	Negative	"A-" (Strong)	Negative
SiriusPoint Specialty Insurance Corporation	"A-" (Excellent)	Stable	N/A	N/A	"A-" (Strong)	Negative

(1) "A-" is the fourth highest of 16 financial strength ratings assigned by AM Best, as last updated March 3, 2021.

(2) "A-" is the seventh highest of 22 financial strength ratings assigned by Fitch, as last updated February 18, 2022.

(3) "A-" is the seventh highest of 21 financial strength ratings assigned by S&P's, as last updated January 20, 2022.

These ratings reflect AM Best's, Fitch's and S&P's respective opinions of the ability of SiriusPoint's respective subsidiaries to pay claims and are not evaluations directed to security holders. AM Best maintains a letter-scale rating system ranging from "A++" (Superior) to "F" (in liquidation). Fitch maintains a letter-scale rating system ranging from "AAA" (Exceptionally Strong) to "D" (Distressed). S&P's maintains a letter-scale rating system ranging from "AAA" (Extremely Strong) to "D" (Default).

These ratings are subject to periodic review and may be revised downward or revoked at the sole discretion of the rating agencies.

## **Regulation**

The business of insurance and reinsurance is regulated in all countries in which we operate, although the degree and type of regulation varies from one jurisdiction to another. As a holding company, SiriusPoint is generally not directly subject to such regulations, but its various insurance and reinsurance operating subsidiaries are subject to regulation. The following describes the current material regulations under which the Company operates.

### ***Bermuda Insurance Regulation***

All Bermuda companies must comply with the provisions of the Companies Act 1981 (“Companies Act”). In addition, the Insurance Act 1978 and related regulations (collectively, the “Insurance Act”), regulate the business of our Bermuda insurance, reinsurance and management company subsidiaries. SiriusPoint’s Bermuda-licensed operating insurance subsidiaries include SiriusPoint Bermuda, which is registered as a Class 4 general business insurer, Alstead Reinsurance Ltd. (“Alstead Re”), which is registered as a Class 3A general business insurer, as well as a segregated accounts company pursuant to the Segregated Accounts Companies Act 2000 (“SAC Act”). Banyan Risk is registered as an insurance agent.

#### *The Insurance Act of 1978*

The Insurance Act imposes solvency and liquidity standards on Bermuda insurance companies, as well as auditing and reporting requirements, and grants the Bermuda Monetary Authority (the “BMA”) powers to supervise, investigate, require information and demand the production of documents and intervene in the affairs of regulated companies.

#### *Principal Representative, Principal Office and Head Office*

Each Class 3A and Class 4 insurer is required to maintain a principal office and to appoint a principal representative in Bermuda. The principal representative has statutory reporting duties to report to the BMA under the Insurance Act where the principal representative believes there is a likelihood of the insurer becoming insolvent, or upon becoming aware that a reportable “event” has occurred, or is believed to have occurred.

In addition, Class 3A and Class 4 insurers must maintain their head office in Bermuda. In determining whether an insurer satisfies this requirement, the BMA considers, among other things, the following factors: (i) where the underwriting, risk management and operational decision making of the insurer occurs; (ii) whether the presence of senior executives who are responsible for, and involved in, the decision making related to the insurance business of the insurer are located in Bermuda; and (iii) where meetings of the board of directors of the insurer occur. In making its determination, the BMA may also give regard to (i) the location where management of the insurer meets to effect policy decisions of the insurer; (ii) the residence of the officers, insurance managers or employees of the insurer; and (iii) the residence of one or more directors of the insurer in Bermuda. The BMA has recognized the significant challenges COVID-19 continues to have on insurers’ ability to hold physical board of directors meetings in Bermuda and, in assessing compliance with the requirement to hold physical board meetings in Bermuda, the BMA will take into account all circumstances including insurers’ inability to hold such meetings due to logistical and health difficulties resulting from COVID-19. Nevertheless, the BMA expects insurers to continue to conduct their board meetings physically, where possible, and virtually, by telephone, video conference or other virtual means when unable to hold physical meetings due to challenges resulting from COVID-19.

#### *Non-insurance Business*

No Class 3A and Class 4 insurer may engage in non-insurance business unless that non-insurance business is ancillary to its insurance business.

#### *Independent Approved Auditor*

Every insurer must appoint an independent auditor, approved by the BMA, who will annually audit and report on the insurer’s statutory financial statements.

#### *Annual Financial Statements*

Each Class 3A and Class 4 insurer must prepare and submit annual audited financial statements prepared in accordance with U.S. GAAP or other acceptable accounting standards as part of their annual filings, which the BMA will subsequently publish on its website.

#### *Annual Statutory Financial Return and Annual Capital and Solvency Return*

Each Class 3A and Class 4 insurer is required to file with the BMA annual statutory financial returns no later than four months after its financial year end (unless specifically extended upon application to the BMA). The statutory financial return includes, among other matters, the statutory financial statements, auditors report on the statutory financial statements of the insurer, own risk statement, and statutory declaration.

In addition, each Class 3A and Class 4 insurer is also required to file, on annual basis with the BMA, a capital and solvency return along with their annual financial statutory returns. The prescribed form of capital and solvency return comprises the insurer's Bermuda Solvency Capital Requirement ("BSCR") model or an approved internal capital model in lieu thereof (more fully described below), various schedules, a statutory economic balance sheet and the opinion of the loss reserve specialist.

At the time of filing its statutory financial statements, each Class 3A and Class 4 insurer will also be required to deliver to the BMA a declaration of compliance, in such form and with such content as may be prescribed by the BMA.

#### *Financial Condition Report*

Each Class 3A and Class 4 insurer and insurance group is required to prepare and file with the BMA, and also publish on their website, a financial condition report, which provides, among other things, measures governing the business operations, corporate governance framework and solvency and financial performance of the insurer/insurance group. We have received approval from the BMA to file a consolidated group financial condition report, inclusive of SiriusPoint, SiriusPoint Bermuda and Alstead Re.

#### *Minimum Liquidity Ratio*

The Insurance Act provides a minimum liquidity ratio for general business insurers. Each insurer engaged in general business is required to maintain a minimum liquidity ratio to the value of its relevant assets at not less than 75% of the amount of its relevant liabilities.

#### *Minimum Solvency Margin and Enhanced Capital Requirements*

The Insurance Act provides that all general business insurer's statutory assets must exceed their statutory liabilities by an amount greater than or equal to their prescribed minimum solvency margin (the "MSM"). The MSM that must be maintained by a Class 4 insurer is the greater of (i) \$100 million, or (ii) 50% of net premium written (with a credit for reinsurance ceded not exceeding 25% of gross premiums), or (iii) 15% of net aggregate loss and loss expense provisions and other insurance reserves, or (iv) 25% of the ECR (as defined below) as reported at the end of the relevant year. The MSM that must be maintained by a Class 3A insurer is the greater of (i) \$1 million, or (ii) 20% of the first \$6 million of net premiums written; if in excess of \$6 million, the figure is \$1.2 million plus 15% of net premiums written in excess of \$6 million, or (iii) 15% of net aggregated loss and loss expense provisions and other insurance reserves, or (iv) 25% of its ECR as reported at the end of the relevant year.

Each Class 3A and Class 4 insurer is also required to maintain its available statutory economic capital and surplus at a level equal to or in excess of its enhanced capital requirement ("ECR"), which is established by reference to either the BSCR model or an approved internal capital model. The BMA has also implemented the economic balance sheet ("EBS") framework, which is used as the basis to determine an insurer's ECR. Under the EBS framework, assets and liabilities are mainly assessed and included on the EBS at fair value, with the insurer's U.S. GAAP balance sheet serving as a starting point. The model also requires insurers to estimate insurance technical provisions, which consist of the insurer's insurance related balances valued based on best-estimate cash flows, adjusted to reflect the time value of money, with the addition of a risk margin to reflect the uncertainty in the underlying cash flows. The ECR shall at all times equal or exceed the respective Class 3A and Class 4 insurer's MSM and may be adjusted in circumstances where the BMA concludes that the insurer's risk profile deviates significantly from the assumptions underlying its ECR or the insurer's assessment of its risk management policies and practices used to calculate the ECR applicable to it.

The BSCR model is a risk-based capital model which provides a method for determining a Class 3A and Class 4 insurer's capital requirements (statutory economic capital and surplus) by taking into account the risk characteristics of different aspects of the Class 3A and Class 4 insurer's business.

While not specifically referred to in the Insurance Act, the BMA has also established a target capital level ("TCL") for each insurer equal to 120% of its ECR. While qualifying insurers are not currently required to maintain its statutory capital and

surplus at this level, the TCL serves as an early warning tool for the BMA and failure to maintain statutory capital at least equal to the TCL will likely result in increased regulatory oversight.

#### *Eligible Capital*

To enable the BMA to better assess the quality of an insurer's capital resources, Class 3A and Class 4 insurers are required to disclose the makeup of its capital in accordance with the recently introduced '3-tiered capital system'. Under this system, all of the insurer's capital instruments will be classified as either basic or ancillary capital, which in turn will be classified into one of 3 tiers based on their "loss absorbency" characteristics. Under this regime, up to certain specified percentages of Tier 1, Tier 2 and Tier 3 Capital may be used to support the insurer's MSM, ECR and TCL.

#### *Insurance Code of Conduct*

All Bermuda insurers are required to comply with the BMA's Insurance Code of Conduct, which establishes duties, requirements and standards to be complied with to ensure each insurer implements sound corporate governance, risk management and internal controls. Failure to comply with these requirements will be a factor taken into account by the BMA in determining whether an insurer is conducting its business in a sound and prudent manner under the Insurance Act and in calculating the operational risk charge applicable in accordance with the insurer's BSCR model (or an approved internal model).

#### *Restrictions on Dividends and Distributions*

Class 3A and Class 4 insurers are prohibited from declaring or paying a dividend if it is in breach of its MSM or minimum liquidity ratio or if the declaration or payment of such dividend would cause such a breach. Where an insurer fails to meet its MSM or minimum liquidity ratio on the last day of any financial year, it is prohibited from declaring or paying any dividends during the next financial year without the approval of the BMA. Further, any insurer that fails to comply with its ECR is also prohibited from declaring and paying any dividends until the failure has been rectified.

In addition, Class 3A and Class 4 insurers are prohibited from declaring or paying in any financial year dividends of more than 25% of its total statutory capital and surplus (as shown on its previous financial year's statutory balance sheet) unless it files (at least seven days before payment of such dividends) with the BMA an affidavit signed by at least two directors (one of whom must be a Bermuda resident director if any of the insurer's directors are resident in Bermuda) and the principal representative stating that it will continue to meet its solvency margin and minimum liquidity ratio.

#### *Reduction of Capital*

No Class 3A and Class 4 insurer may reduce its total statutory capital by 15% or more, as set out in its respective previous year's financial statements, unless it has received the prior approval of the BMA. Total statutory capital consists of the insurer's paid in share capital, its contributed surplus (sometimes called additional paid in capital) and any other fixed capital designated by the BMA as statutory capital (such as letters of credit).

#### *Fit and Proper Controllers*

The BMA maintains supervision over the controllers (as defined herein) of all Bermuda registered insurers. For so long as shares of SiriusPoint are listed on the NYSE or another recognized stock exchange, the Insurance Act requires that the BMA be notified in writing within 45 days of any person becoming, or ceasing to be, a controller.

A controller includes (i) the managing director of the registered insurer or its parent company; (ii) the chief executive of the registered insurer or of its parent company; (iii) a shareholder controller (as defined below); and (iv) any person in accordance with whose directions or instructions the directors of the registered insurer or of its parent company are accustomed to act. All registered insurers are required to give written notice to the BMA of a change in controller(s) within 45 days of becoming aware of such change. The BMA may object to a controller and require the controller to reduce its shareholdings and direct, among other things, that voting rights attaching to the shares shall not be exercisable.

The definition of shareholder controller generally refers to (i) a person who holds 10% or more of the shares carrying rights to vote at a shareholders' meeting of the registered insurer or its parent company, or (ii) a person who is entitled to exercise 10% or more of the voting power at any shareholders' meeting of such registered insurer or its parent company, or (iii) a person who is able to exercise significant influence over the management of the registered insurer or its parent company by virtue of its shareholding or its entitlement to exercise, or control the exercise of, the voting power at any shareholders' meeting.

In addition, all Bermuda insurers (and, in respect of the parent company of an insurance group) are required to give the BMA written notice of the fact that a person has become, or ceased to be, a controller or officer of the registered insurer within 45 days of becoming aware of such fact. An officer in relation to an insurer or the parent company of an insurance group includes a director, chief executive or senior executive performing the duties of underwriting, actuarial, risk management, compliance, internal audit, finance or investment matters.

#### *Notification of Material Changes*

All registered insurers are required to give notice to the BMA of their intention to effect a material change within the meaning of the Insurance Act. No registered insurer shall take any steps to give effect to a material change unless it has first served notice on the BMA that it intends to effect such material change and before the end of 30 days, either the BMA has notified such company in writing that it has no objection to such change or that period has lapsed without the BMA having issued a notice of objection.

#### *Disclosure of Information*

In addition to powers under the Insurance Act to investigate the affairs of an insurer, the BMA may require certain information from an insurer (or certain other persons) to be produced to the BMA. Further, the BMA has been given powers to assist other regulatory authorities, including foreign insurance regulatory authorities, with their investigations involving insurance and reinsurance companies in Bermuda if it is satisfied that the assistance being requested is in connection with the discharge of regulatory responsibilities and that such cooperation is in the public interest.

#### *Insurance Agent Reporting Requirements*

The BMA's Insurance Brokers and Insurance Agents Code of Conduct requires insurance agents to file an insurance agents return, which requires, among other matters, details around directors and officers of the insurance agent, services provided by the agent and details of the insurers for which the agent has been appointed. In addition, under the Insurance Act, insurance agents are required to notify the BMA of certain events, such as failure to comply with a condition imposed upon it by the BMA or the occurrence of a cyber reporting event.

#### *Group Supervision*

The BMA acts as the group supervisor for SiriusPoint and its subsidiaries (the "Regulatory Group") and has designated SiriusPoint Bermuda, a Class 4 licensed Bermuda-based reinsurance company, which is the most strictly regulated insurance classification, as the designated insurer for group supervisory and solvency purposes ("Designated Insurer"). As the Designated Insurer, SiriusPoint Bermuda is required to facilitate compliance by the Regulatory Group with group insurance solvency and supervision rules.

As group supervisor, the BMA performs a number of supervisory functions including (i) coordinating the gathering and dissemination of information which is of importance for the supervisory task of other competent authorities; (ii) carrying out a supervisory review and assessment of the Regulatory Group; (iii) carrying out an assessment of the Regulatory Group's compliance with the rules on solvency, risk concentration, intra-group transactions and good governance procedures; (iv) planning and coordinating, with other competent authorities, supervisory activities in respect of the Regulatory Group, both as a going concern and in emergency situations; (v) coordinating any enforcement action that may need to be taken against the Regulatory Group or any of its members; and (vi) planning and coordinating meetings of colleges of supervisors (consisting of insurance regulators) in order to facilitate the carrying out of the functions described above.

#### *Group Solvency and Group Supervision*

The current supervision and solvency rules (together, "Group Rules") apply to the Regulatory Group so long as the BMA remains SiriusPoint's group supervisor. Through the Group Rules, the BMA may take action that affects SiriusPoint. Under the Group Rules, the Regulatory Group is required to annually prepare and submit to the BMA group audited financial statements prepared in accordance with GAAP, group statutory financial statements, a group capital and solvency return, an annual group statutory financial return, a Group Solvency Self-Assessment ("GSSA"), and a financial condition report. The GSSA assesses the quality and quantity of the capital required to adequately cover the risks to which the insurance group is exposed. In particular, the GSSA should, among other things, include consideration of the relationship between risk management, the quality and quantity of capital resources, the impact of risk mitigation techniques and diversification and correlation effects between material risks; describe the Regulatory Group's risk appetite; be forward-looking; include appropriate stress and scenario testing and appropriately reflect all assets and liabilities, material off-balance sheet

arrangements, material intra-group transactions, relevant managerial practices, systems and controls and a valuation basis that is aligned with the risk characteristics and business model of the group. The Regulatory Group is also required to maintain available statutory economic capital and surplus in an amount that is at least equal to or exceeds the value of its group ECR provided that the group ECR shall at all times be an amount equal to or exceeding the group minimum solvency margin. The BMA has established a group target capital level equal to 120% of group ECR. In addition, under the tiered capital requirements, all of the Regulatory Group's capital instruments will be classified as either basic or ancillary capital which in turn will be classified into one of three tiers based on their "loss absorbency" characteristics. Highest quality capital will be classified Tier 1 Capital, and lesser quality capital will be classified as either Tier 2 Capital or Tier 3 Capital. A minimum threshold of Tier 1 Capital and maximum thresholds of Tier 2 and Tier 3 Capital used to satisfy the Regulatory Group MSM and Regulatory Group ECR requirements are specified under the rules.

In addition, the Designated Insurer is required to file quarterly group financial returns for the Regulatory Group, ensure that the Regulatory Group appoints an individual approved by the BMA to be the group actuary who is qualified to provide an opinion on the insurance group's insurance technical provisions and an auditor approved by the BMA to audit the financial statements of the insurance group.

#### *Group Governance*

The Group Rules require the Board of Directors of SiriusPoint (the "Parent Board") to establish and effectively implement corporate governance policies and procedures, which must be periodically reviewed to ensure they continue to support the overall organizational strategy of the Regulatory Group. In particular, the Parent Board must:

- ensure that operational and oversight responsibilities of the group are clearly defined and documented and that the reporting of material deficiencies and fraudulent activities are transparent and devoid of conflicts of interest;
- establish systems for identifying on a risk-sensitive basis those policies and procedures that must be reviewed annually and those policies and procedures that must be reviewed at other regular intervals;
- establish a risk management and internal controls framework and ensure that it is assessed regularly and such assessment is reported to the Parent Board, the chief executive officer and senior executives;
- establish and maintain sound accounting and financial reporting procedures and practices for the Regulatory Group; and
- establish and keep under review group functions relating to actuarial, compliance, internal audit and risk management functions which must address certain specific requirements as set out in the Group Rules.

#### *Economic Substance Act*

In December 2018, the Economic Substance Act 2018 (the "ESA") came into effect in Bermuda. Under the provisions of the ESA, every Bermuda registered entity other than an entity which is resident for tax purposes in certain jurisdictions outside of Bermuda that carries on as a business engaged in one or more "relevant activities" referred to in the ESA must satisfy economic substance requirements by maintaining a substantial economic presence in Bermuda. Under the ESA, insurance or holding entity activities (both as defined in the ESA and Economic Substance Regulations 2018) are relevant activities. To the extent that the ESA applies to any of our entities registered in Bermuda, we will be required to demonstrate compliance with economic substance requirements by filing an annual economic substance declaration with the Registrar of Companies in Bermuda.

Any entity that must satisfy economic substance requirements but fails to do so could face automatic disclosure to competent authorities in the E.U. of the information filed by the entity with the Bermuda Registrar of Companies in connection with the economic substance requirements and may also face financial penalties, restriction or regulation of its business activities and/or may be struck off as a registered entity in Bermuda.

#### *Cyber Code and Reporting Events*

In October 2020, the BMA issued the Insurance Sector Operational Cyber Risk Management Code of Conduct ("Cyber Code") which applies to all registered insurers, insurance managers and intermediaries (e.g. agents, brokers, insurance market place providers). The Cyber Code establishes duties, requirements, standards, procedures and principles to be complied with in relation to operational cyber risk management and is designed to promote the stable and secure management of information technology systems of regulated entities. The Cyber Code defines a cyber reporting event as being any act that results in the

unauthorized access to, disruption or misuse of the electronic systems or information stored on such systems of a licensed undertaking, including any breach of security leading to the loss or unlawful destruction or unauthorized disclosure of or access to such systems or information, where (i) a cyber reporting event has the likelihood of adversely impacting policyholders or clients; (ii) an insurer has reached a view that there is a likelihood that loss of its system availability will have an adverse impact on its insurance business; (iii) an insurer has reached the view that there is a likelihood that the integrity of its information or data has been compromised and may have an adverse impact on its insurance business; (iv) an insurer has become aware that there is a likelihood that there has been unauthorized access to its information systems whereby such would have an adverse impact on its insurance business; or (v) an event has occurred for which a notice is required to be provided to a regulatory body or governmental agency. Cyber reporting events are only reportable to the BMA where the event results in a significant adverse impact to the regulated entity's operations, their policyholders or clients.

#### *Certain Other Bermuda Law Considerations*

All Bermuda companies must comply with the provisions of the Companies Act regulating the payment of dividends and making distributions from contributed surplus. A company may not declare or pay a dividend, or make a distribution out of contributed surplus, if there are reasonable grounds for believing that: (i) the company is, or would after the payment be, unable to pay its liabilities as they become due; or (ii) the realizable value of the company's assets would thereby be less than its liabilities. The Segregated Accounts Companies Act of 2000 stipulates its own solvency test for the declaration of dividends and distributions for segregated accounts, which takes into account the solvency of the segregated account in question, rather than the solvency of the company itself.

Under Bermuda law, exempted companies are companies formed for the purpose of conducting business outside Bermuda from a principal place in Bermuda. As an exempted company, SiriusPoint may not participate in certain business transactions, including the carrying on of business of any kind in Bermuda, except in furtherance of its business carried on outside Bermuda or under license granted by the Minister of Finance. Generally, it is not permitted without a special license granted by the Minister of Finance to insure Bermuda domestic risks or risks of persons of, in or based in Bermuda.

The Personal Information Protection Act 2016 ("PIPA") is the principal Bermuda legislation regulating the right to personal informational privacy. In December 2016, PIPA sections relating generally to the establishment, staffing, funding, and general powers of the Privacy Commissioner came into force. In January 2020 a Privacy Commissioner was appointed. However, PIPA's remaining provisions have not been fully implemented and regulations under PIPA have not been provided.

#### ***U.S. Insurance Regulation***

##### *State-Based Regulation*

SiriusPoint's U.S.-based insurance and reinsurance operating subsidiaries are subject to regulation and supervision in each of the states where they are domiciled and where they are licensed to conduct business. Generally, state regulatory authorities have broad supervisory and administrative powers over such matters as licenses, standards of solvency, premium rates, policy forms, investments, statutory deposits, methods of accounting, form and content of financial statements, reserves for unpaid loss and loss adjustment expenses, reinsurance, minimum capital and surplus requirements, dividends and other distributions to shareholders, annual and other report filings and market conduct.

SiriusPoint's U.S.-based insurance and reinsurance subsidiaries, and their respective domiciliary state regulators (the "Domiciliary States") are as follows:

- SiriusPoint America Insurance Company (New York State Department of Financial Services);
- Oakwood Insurance Company (Tennessee Department of Commerce and Insurance); and
- SiriusPoint Specialty Insurance Corporation (New Hampshire Insurance Department).

##### *State Accreditation and Monitoring*

All state insurance regulatory bodies with jurisdiction over SiriusPoint's U.S.-based insurance and reinsurance subsidiaries are accredited by the National Association of Insurance Commissioners ("NAIC"). Accredited states generally follow the model laws developed by the NAIC. However, there are jurisdictional differences that require reference to each state's insurance laws. States have laws establishing the standards that an insurer must meet to maintain its license to write business. In addition, all states, including the Domiciliary States, have enacted laws substantially similar to the NAIC's risk-based capital ("RBC") standards for property and casualty companies, which are designed to determine minimum capital requirements and to raise the level of protection that statutory surplus provides for policyholder obligations. The RBC

formula for property and casualty insurance companies measures three major areas of risk: (i) underwriting, which encompasses the risk of adverse loss developments and inadequate pricing; (ii) declines in asset values arising from market and/or credit risk; and (iii) off-balance sheet risk arising from adverse experience from non-controlled assets, guarantees for affiliates or other contingent liabilities and excessive premium growth. RBC reports are provided annually to state regulators as part of an insurer's financial reporting requirements. Insurers having less total adjusted capital than that required by the RBC calculation will be subject to varying degrees of regulatory action, depending on the level of capital inadequacy. As of December 31, 2021, SiriusPoint's U.S. domiciled subsidiaries exceeded all required RBC regulatory thresholds.

The NAIC has a set of financial relationship tests known as the Insurance Regulatory Information System to assist state insurance regulators in monitoring the financial condition of insurance companies and identifying companies that require special regulatory attention operating in their respective states. Insurance companies generally submit data annually to their domiciliary state regulator, which in turn analyzes the data using prescribed financial data ratios ("IRIS ratios"), each with defined "usual ranges". Generally, regulators will begin to investigate or monitor an insurance company if its IRIS ratios fall outside the usual ranges for four or more of the ratios. If an insurance company has insufficient capital, regulators may act to reduce the amount of insurance it can issue or, in severe situations, assume control of the company. None of SiriusPoint's U.S.-based (re)insurance subsidiaries is currently subject to regulatory scrutiny based on their respective IRIS ratios.

Many states have laws and regulations that limit an insurer's ability to exit a market. Some states also limit canceling or non-renewing certain policies for specific reasons. State insurance laws and regulations include numerous provisions governing marketplace activities of insurers, including provisions governing marketing and sales practices, policyholder services, claims management and complaint handling. State regulatory authorities generally test and enforce these provisions through periodic market conduct examinations. These laws are applicable to certain types of primary insurance policies, but not applicable to reinsurance.

States have adopted laws modeled on the NAIC's Risk Management and Own Risk and Solvency Assessment Model Act ("ORSA Model Act") to strengthen the ability of regulators to understand and regulate the risk-management practices of insurers and insurance groups. The ORSA Model Act requires insurers meeting premium thresholds to: (i) maintain a risk-management framework and (ii) annually submit a comprehensive report designed to assess the adequacy of an insurer's risk-management practices, including risks related to the insurer's future solvency position. Each of the Domiciliary States has substantially adopted the ORSA Model Act, and SiriusPoint's U.S.-based (re)insurance subsidiaries are in compliance with the ORSA Model Act as adopted by the Domiciliary States.

#### *Holding Company Regulation*

As a holding company, SiriusPoint is subject to the state insurance holding company statutes as well as certain other laws of each of the Domiciliary States. The insurance holding company statutes generally require an insurance holding company and insurers that are members of such holding company system to register with their domestic insurance regulators and to file certain reports with those authorities, including information concerning their capital structure, ownership, financial condition, certain intercompany transactions and general business operations.

The NAIC's amended Insurance Holding Company System Regulatory Model Act (the "Amended Holding Company Model Act"), addresses the concept of "enterprise risk" within an insurance holding company system and provides enhanced authority for states to regulate insurers as well as their affiliated entities and imposed more extensive informational requirements on parents and other affiliates of licensed insurers or reinsurers for the purpose of protecting licensed companies from enterprise risk. The Amended Holding Company Model Act requires the ultimate controlling person in an insurer's holding company structure to identify and annually report to state insurance regulators material risks within the structure that could pose enterprise risk to the insurer. Each of the Domiciliary States has substantially adopted the Amended Holding Company Model Act.

#### *Acquisition of Control*

Insurance holding company laws generally provide that no person or entity may acquire control of an insurance company, or a controlling interest in any parent company of an insurance company, without the prior approval of such insurance company's domiciliary state insurance regulator. Control is generally presumed to exist if any person acquires, directly or indirectly, 10% or more of the voting securities of an insurance company. This statutory presumption of control may be rebutted by showing that control does not exist in fact. Control may also be deemed to exist upon the possession of the power to direct or cause the direction of the management and policies of any person, whether through ownership of voting securities, by contract or otherwise.

To obtain approval of any acquisition of control, the proposed acquirer must file with the applicable insurance regulator an application disclosing, among other information, its background, financial condition, the financial condition of its affiliates, the source and amount of funds by which it will affect the acquisition, the criteria used in determining the nature and amount of consideration to be paid for the acquisition, proposed changes in the management and operations of the insurance company and other related matters. In considering an application to acquire control of an insurer, an insurance commissioner generally will consider such factors as the experience, competence and financial strength of the applicant, the integrity of the applicant's board of directors and executive officers, the acquirer's plans for the management and operation of the insurer, and any anti-competitive results that may arise from the acquisition. Regulations pertaining to an acquisition of control of an insurance company may impact a person or entity's ability to acquire SiriusPoint, as well as SiriusPoint's ability to acquire an insurance company.

#### *Guaranty Funds and Mandatory Shared Market Mechanisms*

All states within the U.S. and the District of Columbia have insurance guaranty fund laws requiring insurance companies doing business within those jurisdictions to participate in guaranty associations. SiriusPoint's U.S.-based insurance and reinsurance subsidiaries may be required to participate in guaranty funds to help pay the obligations of impaired, insolvent or failed insurance companies to their policyholders and claimants. Such participation generally includes an assessment based on the premiums written by the insurer in such state applicable to particular lines of business.

#### *Pricing, Investments and Dividends*

Nearly all states have insurance laws requiring licensed property and casualty insurance companies to file their rates, rules and policy or coverage forms with the state's regulatory authority. In most cases, such rates, rules and forms must be approved prior to use. While pricing laws vary from state to state, their objectives are generally to ensure that rates are not excessive, unfairly discriminatory or used to engage in unfair price competition. The ability and timing of SiriusPoint's U.S.-based (re)insurance subsidiaries to increase rates are dependent upon the regulatory requirements in each state where policies are sold.

SiriusPoint's U.S.-based (re)insurance subsidiaries are subject to state laws and regulations that require investment portfolio diversification and that dictate the quality, quantity and general types of investments they may hold. Non-compliance may cause non-conforming investments to be non-admitted when measuring statutory surplus and, in some instances, may require divestiture. SiriusPoint's investment/finance units continually monitor portfolio composition to ensure compliance with the investment rules applicable to each (re)insurance subsidiary.

Under the insurance laws of the Domiciliary States, an insurer is restricted with respect to the timing and the amount of dividends it may pay without prior approval by regulatory authorities. Under the current law of the State of Tennessee, where Oakwood Insurance Company ("Oakwood") is domiciled, an insurer has the ability, without the prior approval of the regulatory authority and subject to the availability of earned surplus, to pay dividends or make distributions which, together with dividends or distributions paid during the preceding twelve months, do not exceed the greater of (i) 10% of the insurer's surplus as regards policyholders as of the immediately preceding year end or (ii) the net income of the insurer (excluding realized capital gains) for the preceding twelve-month period ending as of the immediately preceding year end. Under the current law of the State of New York, where SiriusPoint America is domiciled, an insurer has the ability to pay dividends during any 12-month period without the prior approval of the regulatory authority in an amount set by a formula based on the lesser of adjusted net investment income, as defined by statute, or 10% of statutory surplus, in both cases as most recently reported to the regulatory authority, subject to the availability of earned surplus and subject to dividends paid in prior periods. Under the current law of New Hampshire, where SiriusPoint Specialty is domiciled, an insurer has the ability to pay dividends during any 12-month period without the prior approval of the regulatory authority in an amount set by formula based on the lesser of ten percent of such insurer's surplus as regards policyholders as of the December 31, next preceding; or the net income, not including realized capital gains, for the 12-month period ending December 31, next preceding. The insurance laws and regulations of the Domiciliary States also require that an insurer's surplus as regards policyholders following any dividend or distribution be reasonable in relation to such insurer's outstanding liabilities and adequate to meet its financial needs.

Based upon these formulas, as of December 31, 2021, SiriusPoint America has dividend capacity without prior approval of the applicable regulatory authority, while Oakwood and SiriusPoint Specialty do not have dividend capacity without prior approval of the applicable regulatory authorities.

### *U.S. Federal Regulation Affecting the Insurance Industry*

SiriusPoint's U.S.-based insurance and reinsurance subsidiaries are not federally regulated, but they are impacted by other federal regulations targeted at the insurance and other industries. From time to time, federal measures are proposed that may significantly affect the insurance business, for example, the Terrorism Risk Insurance Act. The Terrorism Risk Insurance Act provides a federal backstop to all U.S.-based property and casualty insurers for insurance-related losses resulting from any act of terrorism on U.S. soil or against certain U.S. air carriers, vessels or foreign mission.

The federal government also has issued certain orders and regulations that require SiriusPoint's U.S.-based (re)insurance subsidiaries to establish certain internal controls. Most significant of these regulations is the U.S. Treasury Department Office of Foreign Asset Control ("OFAC"). OFAC proscribes transactions with specially designated nationals ("SDNs") and blocked countries due to ties with matters such as terrorism, drugs and money laundering. Insurance and reinsurance transactions with SDNs and blocked countries are prohibited and violation can result in significant fines.

While the federal government does not directly regulate the insurance business, the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act") made sweeping changes to the regulation of financial services entities, products and markets.

The Dodd-Frank Act established the Federal Insurance Office ("FIO") within the Treasury Department to monitor the insurance industry and certain lines of business. The FIO is designed principally to exercise a monitoring and information-gathering role, rather than a regulatory role. The director of the FIO has submitted reports to Congress regarding (i) how to modernize and improve the system of insurance regulation in the U.S., (ii) the impact of Part II of the Nonadmitted and Reinsurance Reform Act of 2010 and (iii) the global reinsurance market and the regulation of reinsurance. These activities could ultimately lead to changes in the regulation of certain insurers and reinsurers in the United States.

The Dodd-Frank Act also authorizes the FIO to assist the Treasury Department in negotiating covered agreements. A covered agreement is an agreement between the U.S. and one or more foreign governments, authorities or regulatory entities, regarding prudential measures with respect to insurance or reinsurance. The FIO is further charged with determining, in accordance with the procedures and standards established under the Dodd-Frank Act, whether state laws are preempted by a covered agreement. Pursuant to this authority, in September 2017, the U.S. and the European Union signed a covered agreement (the "Covered Agreement") to address, among other things, reinsurance collateral requirements. U.S. state regulators have 60 months, or five years, to adopt reinsurance reforms removing reinsurance collateral requirements for European Union reinsurers that meet the Covered Agreement's prescribed minimum conditions or else state laws imposing such reinsurance collateral requirements may be subject to federal preemption. On June 25, 2019, the NAIC Executive Committee and Plenary adopted revisions to the Credit for Reinsurance Model Law and Regulation ("Model Law and Regulation") which incorporate relevant provisions of the Covered Agreement. Individual states are now beginning a process of adopting the Model Law and Regulation. The reinsurance collateral provisions of the Covered Agreement may increase competition, in particular with respect to pricing for reinsurance transactions, by lowering the cost at which competitors are able to provide reinsurance to U.S. insurers.

### *Consumer Protection Laws and Privacy and Data Security Regulation*

The NAIC has adopted an Insurance Data Security Model Law, which when adopted by the states, will require insurers and other related entities that are licensed under state insurance laws to comply with certain data and information security requirements, such as developing an information security program, conducting risk assessments and overseeing the data security practices of third-party vendors. In addition, certain federal and state laws and regulations require financial institutions, including insurers, to protect the security and confidentiality of nonpublic personal information, including certain health-related and customer information, and to notify customers and other individuals about their policies and practices relating to their collection and disclosure of health-related and customer information and their practices relating to protecting the security and confidentiality of such information. State laws regulate use and disclosure of social security numbers and federal and state laws require notice to affected individuals, law enforcement, regulators and others if there is a breach of the security of certain nonpublic personal information, including social security numbers.

Issues surrounding data security and the safeguarding of consumers' protected information are under increasing regulatory scrutiny by state and federal regulators, particularly in light of the number and severity of recent U.S. companies' data breaches. The Federal Trade Commission, the Federal Bureau of Investigation, the Federal Communications Commission, the New York State Department of Financial Services, and the NAIC have undertaken various studies, reports and actions regarding data security for entities under their respective supervision. Some states have recently enacted new insurance laws that require certain regulated entities to implement and maintain comprehensive information security programs to safeguard

the personal information of insureds and enrollees. For example, New York requires financial institutions, including certain of SiriusPoint's U.S.-based (re)insurance subsidiaries, to establish a cybersecurity program with specific technical safeguards and requirements regarding governance, incident planning, data management, system testing and regulator notification. In addition, the California Consumer Privacy Act of 2018, which took effect January 1, 2020, requires SiriusPoint to comply with obligations to identify and secure personal data, among other requirements.

SiriusPoint expects cybersecurity risk management, prioritization and reporting to continue to be an area of significant regulatory focus by such regulatory bodies and self-regulatory organizations.

### ***European Insurance Regulation***

Businesses that carry out insurance activities in Europe are subject to extensive insurance laws and regulations, including prudential requirements and requirements relating to the manner in which insurance activities are conducted. These laws and regulations are generally designed to protect the interests of policyholders, consumers and claimants, rather than investors.

Prudential regulation and supervision focuses on authorization, ownership and control, resourcing and capital adequacy, risk identification and management, and sound governance. Conduct regulation focuses on the manner in which an insurer or insurance intermediary conducts itself in relation to its interactions with customers. Businesses carrying out insurance activities are primarily regulated and supervised by government authorities within their home jurisdictions.

The regulatory framework promulgated under the Solvency II Directive 2009/138/EC, Commission Delegated Regulation (EU) 2015/35, a number of Commission Implementing Technical Standards and the European Insurance and Occupational Pensions Authority ("EIOPA") Guidelines (the "Solvency II Regulation") for insurance business provides a single set of key prudential requirements that apply to insurance and reinsurance businesses operating within the European Economic Area ("EEA"). It imposes economic risk-based solvency requirements across all member states. The aim of the Solvency II Regulation is to ensure that insurance and reinsurance undertakings are financially sound and can withstand adverse events in order to protect policyholders and the stability of the financial system as a whole. It also aims at the creation of a single market for insurance in the EEA with consistent regulatory requirements and harmonized supervision. The Solvency II Regulation is categorized into three 'pillars', covering quantitative requirements, such as capital requirements designed to ensure that sufficient and appropriate assets are held to cover insurance liabilities and risk exposure (Pillar 1), qualitative requirements relating to governance and risk-management (Pillar 2), and transparency obligations requiring disclosure of extensive information to supervisors and to the public (Pillar 3).

The Solvency II Regulation requirements in respect of insurance groups include group solvency and capital requirements, group disclosure and supervisory reporting, and undertaking a group own risk and solvency assessment. The Bermuda commercial insurance regulatory regime has been approved by the European Commission as being Solvency II equivalent. Therefore, the Solvency II group requirements are capped at the highest European entity, Sirius Group International S.à r.l. Accordingly, the Swedish Financial Supervisory Authority (the "SFSA") is the group supervisor for the Solvency II group, and the BMA has been designated as the group supervisor for SiriusPoint and below.

In addition to the Solvency II Regulation, there are a number of pan-European rules and regulations in relation to the distribution of insurance in the EEA. The Insurance Distribution Directive (EU/2016/97) (the "IDD") was implemented in all EEA states by October 1, 2018. The IDD applies to all distributors of insurance and reinsurance products (including insurers and reinsurers selling directly to customers) and intends to strengthen the regulatory regime applicable to distribution activities through increased transparency, information and conduct requirements.

The General Data Protection Regulation (EU 2016/679) ("GDPR") became effective on May 25, 2018. The GDPR is intended to harmonize data protection procedures and enforcement across the EU and achieve consistency with the system for ensuring privacy online and it is directly applicable to data controllers and data processors in all member states. Many of the provisions of the GDPR have a significant impact on data controllers and processors who are active within the EEA, and those who are located outside it, including SiriusPoint. The penalties for breach of GDPR and IDD are substantial.

### ***Sweden Insurance Regulation***

SiriusPoint International is subject to regulation and supervision by the SFSA. As Sweden is a member of the EU, the SFSA supervision of branches is recognized across all locations within the EU (apart from customer conduct that is regulated and supervised locally across the EU). The SFSA has broad supervisory and administrative powers over such matters as licenses, governance and internal control, standards of solvency, investments, methods of accounting, form and content of financial

statements, minimum capital and surplus requirements, and annual and other report filings. Non-compliance can be sanctioned by warnings, fees or withdrawal of license.

The Solvency II Regulation is implemented in Sweden primarily through the Swedish Insurance Business Act (Sw. *försäkringsrörelselag (2010:2043)*) (the "IBA"), the measures set out in the Commission Delegated Regulation (EU) 2015/35 and the Commission Implementing Technical Standards and have direct effect in Sweden. The IBA, the Commission Delegated Regulation (EU) 2015/35 and the Commission Implementing Technical Standards constitute the main legal framework applicable to insurance business in Sweden. In addition, the SFSA and EIOPA issues regulations and general guidelines. Supplementary company law for most insurance companies is provided in the Swedish Companies Act (Sw. *aktiebolagslagen (2005:551)*).

Insurance companies are obliged to provide, on an ongoing basis, information about their financial status, and the SFSA may conduct on-site inspections and review the operations at any time. In addition to what is required under the Solvency II Regulation, Swedish insurance companies must conduct the business in accordance with "generally accepted insurance practices".

#### *Safety Reserve*

Subject to certain limitations under Swedish law, SiriusPoint International is permitted to transfer pre-tax income amounts into a reserve referred to as a "Safety Reserve." Under local statutory requirements, an amount equal to the deferred tax liability on SiriusPoint International's Safety Reserve is included in Solvency Capital. Access to the Safety Reserve is generally restricted to cover insurance and reinsurance losses and to cover a breach of the Solvency Capital Requirement. Similar to the approach taken by Swedish regulatory authorities, most major rating agencies generally take into account the Safety Reserve in SiriusPoint International's regulatory capital when assessing SiriusPoint International and SiriusPoint's financial strength.

As of December 31, 2021, SiriusPoint International's Safety Reserve was SEK 6.1 billion, or \$0.7 billion (based on the December 31, 2021 SEK to USD exchange rate). Under Swedish GAAP, an amount equal to the Safety Reserve, net of a related deferred tax liability established at the Swedish tax rate, is classified as common shareholders' equity. Generally, this deferred tax liability (\$139.1 million based on the December 31, 2021 SEK to USD exchange rate) is required to be paid by SiriusPoint International if it fails to maintain prescribed levels of premium writings and loss reserves in future years. As a result of the indefinite deferral of these taxes, the related deferred tax liability is not taken into account by Swedish regulatory authorities for purposes of calculating Solvency Capital under Swedish insurance regulations.

Pursuant to tax legislation effective as of January 1, 2019, the tax rate applicable to Swedish corporations decreased to 20.6%. The tax legislation also introduced an annual tax on the Safety Reserve effective as of January 1, 2019. This provision adds additional taxable income for the Company annually. The calculation applies the Government Borrowing Rate (with a floor rate of +0.5%) to the Safety Reserve balance at the beginning of the year. At the current year tax rate of 20.6%, the additional tax expense is SEK 10.0 million, or \$1.2 million for the year ended December 31, 2021 (based on the average 2021 SEK to USD exchange rate).

Further, the enacted legislation also included a new provision treating an amount equal to 6% of the Safety Reserve balance as of January 1, 2021, as additional taxable income over six years starting in tax year 2021, subject to tax at the applicable 20.6% rate. Based on this provision and SiriusPoint International's Safety Reserve balance as of January 1, 2021, SiriusPoint International has recorded a current tax liability of SEK 20.0 million, or \$2.2 million (based on the December 31, 2021 SEK to USD exchange rate) and an additional deferred tax liability as of December 31, 2021 in the amount of SEK 99.9 million, or \$11.0 million (based on the December 31, 2021 SEK to USD exchange rate).

#### *Change of Control*

The acquisition of a "qualifying holding" directly or indirectly in SiriusPoint International requires approval from the SFSA prior to completion. "Qualifying holding" means:

- a direct or indirect ownership in an undertaking, where the holding represents 10% or more of the equity capital or of all voting participating interests; or
- the ability to exercise a significant influence over the management of the undertaking (e.g. possible shareholder agreements which might have an impact on the influence over the undertaking)

In addition, approval from the SFSA must be obtained when the holding is increased so that the holding represents or exceeds 20%, 30% or 50% of the equity capital or of all voting participating interests, or when the company becomes a subsidiary. The same is valid if there is a decrease. When certain persons or companies act in concert, their holdings are aggregated to determine whether such persons or companies acquire a qualifying holding or cross any relevant threshold.

The SFSA assesses the suitability of the acquirer and will generally grant authorization if, among other things, the acquisition is found to be financially sound. The SFSA will also assess the acquirer's reputation, financial standing and possible links to money laundering and financing of terrorism. The ownership assessment also encompasses a suitability assessment of the management of all legal persons' acquiring a qualifying holding in Sirius International.

### ***United Kingdom Insurance Regulation***

The financial services industry in the United Kingdom is currently dual-regulated by the Financial Conduct Authority (the "FCA") and the Prudential Regulation Authority (the "PRA") (collectively, the "U.K. Regulators"). Prudential regulation and supervision of insurance undertakings is carried out by the PRA and the regulation and supervision of conduct matters is carried out by the FCA. All insurers and Lloyd's managing agents are regulated by both the PRA and the FCA, while businesses that only carry on insurance intermediary activities are solely regulated by the FCA for both prudential and conduct matters. The Financial Policy Committee (which is within the Bank of England) is responsible for the overall prudential regulation of the financial services industry.

There remains some considerable uncertainty as to the legal and regulatory landscape that will exist in respect of the U.K. insurance regulatory regime and the future approach U.K. legislation and regulation may take following the U.K.'s transition from the EU in 2020 and as to the terms and embedding of the transitional agreement.

SiriusPoint's U.K.-based authorized insurance subsidiaries are as follows:

- Sirius International Managing Agency Limited, a Lloyd's managing agent that is dual-regulated by the PRA and FCA and supervised by Lloyd's; and
- A La Carte Healthcare Limited and IMG Europe Limited, both insurance intermediaries regulated by the FCA.

SiriusPoint International Insurance Corporation (publ) has been operating in the U.K. under an EEA branch passporting license and has applied to the PRA to transform the branch to a third country insurance branch. A third country insurance branch is a branch of an insurer operating, but not headquartered, in the United Kingdom that is not able to benefit from passporting rights. SiriusPoint International Insurance Corporation (publ) is operating under the Temporary Permissions Regime until approval to transform the branch to a third country insurance branch has been granted. Approval from the PRA to operate the third country insurance branch is expected by the end of the first quarter of 2022. SiriusPoint International Insurance Corporation (publ) is also supporting the 1945 Syndicate through Sirius International Corporate Member, a corporate member of Lloyd's.

### ***PRA and FCA regulation***

The primary statutory objectives of the PRA in relation to its supervision of insurers are (i) to promote their safety and soundness; and (ii) to contribute to the securing of an appropriate degree of protection for policyholders or those who may become policyholders. As conduct regulator, the FCA also acts to protect policyholders but the FCA's focus is to ensure that consumers are treated fairly when dealing with insurers and insurance intermediaries while the PRA's focus is to ensure that policyholders have appropriate protection in respect of the cover for the risks that they are insured against.

The U.K. Regulators have extensive powers to intervene in the affairs of the insurance businesses that they regulate and to monitor compliance with their objectives, including amending (including by imposing limitations on) or withdrawing a firm's authorization, prohibiting individuals from carrying on regulated activities, suspending firms or individuals from undertaking regulated activities and fining or requiring compensation from firms and individuals who breach their rules.

Businesses carrying out insurance activities in the U.K. must not only comply with the PRA's requirements (as set out in the PRA Rulebook) and the FCA's requirements (as set out in the FCA Handbook) but also a wide range of U.K. insurance legislation. The most notable of such legislation is the Financial Services and Markets Act 2000 ("FSMA"), which includes the requirements for becoming authorized to carry out regulated insurance activities, regulated and prohibited activities of an insurance company, the approval process for the acquisition or disposal of control of insurance companies, rules on financial promotions, transfers of insurance portfolios and market abuse provisions. This is complemented by a range of statutory

instruments on certain subjects, for example the authorization or exemption process. In addition, U.K. companies carrying out insurance activities must comply with general legislation, such as the U.K. Companies Act 2006.

#### *Lloyd's regulation*

As well as regulating insurers and insurance intermediaries, the U.K. Regulators also regulate Lloyd's. The U.K. Regulators and Lloyd's have common objectives in ensuring that the Lloyd's market is appropriately regulated. Lloyd's is required to implement certain rules prescribed by the U.K. Regulators by the powers it has under the Lloyd's Act of 1982 ("Lloyd's Act") relating to the operation of the Lloyd's market. In addition, each year the U.K. Regulators require Lloyd's to satisfy an annual solvency test that measures whether Lloyd's has sufficient assets in the aggregate to meet all the outstanding liabilities of its members. The PRA and the FCA can give directions to Lloyd's in order to advance their statutory objectives.

The governing body of the Lloyd's market is the Council of Lloyd's (the "Council"). The Council is responsible for the supervision and management of the Lloyd's market and it has the power to regulate and direct the business of the market. The Lloyd's Act, bylaws, requirements made under bylaws, minimum standards (which in 2022 will be transitioned to minimum required 'Principles'), guidance, codes of conduct and bulletins issued by or under the authority of the Council together contain the powers and requirements that apply in respect of businesses operating in the Lloyd's market. In addition, Lloyd's prescribes, in respect of its managing agents and corporate and individual members ("Members"), certain minimum standards (which in 2022 will be transitioned to minimum required 'Principles') relating to their management and control, financial resources and various other requirements. In addition, as dual-regulated firms, managing agents must comply with the relevant parts of the PRA Rulebook and the FCA Handbook (including FCA capital resources requirements). SiriusPoint participates in the Lloyd's market through the 100% ownership of Sirius International Corporate Member, which is the sole member of Syndicate 1945. Syndicate 1945 commenced underwriting on July 1, 2011 and is managed by another wholly-owned subsidiary within SiriusPoint, Sirius International Managing Agency. Lloyd's approved net capacity for Syndicate 1945 in 2022 is £89.0 million, or approximately \$120.3 million (based on the December 31, 2021 GBP to USD exchange rate). Stamp capacity is a measure of the amount of net premium (gross premiums written less acquisition costs) that a syndicate is authorized by Lloyd's to write.

Sirius International Corporate Member, as a Member of Lloyds, is required to contribute 0.35% of Syndicate 1945's premium income limit for each year of account to the Lloyd's Central Fund ("Central Fund"). If a Member is unable to pay its obligations to policyholders, such obligations may be payable by the Central Fund. If Lloyd's determines that the Central Fund needs to be increased, it may levy premiums on current Members. The Council of Lloyd's has discretion to call upon up to 3% of a Member's underwriting capacity in any one year as a Central Fund contribution.

The underwriting capacity of a Member must be supported by providing a deposit in the form of cash, securities, letters of credit or guarantees ("Funds at Lloyd's") in an amount to be determined pursuant to the Members' capital requirements set by Lloyd's.

The amounts of capital required by Lloyd's to be maintained in the form of Funds at Lloyd's to support the activities of the Members of a syndicate is determined by a combination of the managing agent's assessment of capital requirements for the syndicate, and review and challenge by Lloyd's. The managing agent's assessment of capital requirements for the syndicate determines its view of the Solvency Capital Requirement ("SCR"); this represents the capital needed to support the syndicate, based on modeling individual syndicate robustness against the risk environment in which the syndicate operates. Lloyd's may or may not approve the level of SCR as submitted by the managing agent and has the authority to require the SCR to be increased. The approved or amended SCR is then uplifted by an economic capital margin (currently a flat 35% for all syndicates) to produce an amount of syndicate capital known as the economic capital assessment ("ECA"). The level of the ECA is set to ensure that Lloyd's overall aggregate capital is maintained at a level necessary to retain its desired rating, as well as to meet the requirements of the U.K. Regulators. Any failure to comply with these requirements may affect the amount of business which the syndicate may underwrite and/or could result in sanctions being imposed by Lloyd's and/or the U.K. Regulators. The process and the method by which the required capital is calculated may alter from year to year and may affect the level of participation of Members in a particular syndicate.

In addition to a Member's Funds at Lloyd's, at a syndicate level insurance premiums are held in a premium trust fund for the benefit of policyholders whose contracts are underwritten by the syndicate and these funds are the first resources used to pay claims made by policyholders of that syndicate.

Lloyd's has wide discretionary powers to regulate a Member's underwriting. All syndicates at Lloyd's must also submit their business plans to Lloyd's for approval and amendments or restrictions may be applied to proposed business plans or, in

extreme circumstances, approval may be refused which would lead to that syndicate ceasing to underwrite for the following year of account.

#### *Change of Control*

The change of control requirements in the U.K. are similar to the Swedish regulatory requirements. Prior regulatory consent is required before a person (alone or together with any associates) can acquire direct or indirect control over a U.K. authorized firm. The change of control requirements apply whether such change of control results from an external acquisition or an internal restructuring resulting in a new controller. For U.K. authorized insurance intermediaries, the control threshold percentages are amended such that there is a single 20% threshold where prior regulatory consent is required. In relation to the acquisition or increase of direct or indirect control over a Lloyd's managing agent or Lloyd's corporate member, such as Sirius International Managing Agency Limited and Sirius International Corporate Member Limited respectively, prior approval is also required from Lloyd's. Prior approval is also required where a person (together with any associates) increases its holding of shares or voting power from (i) less than 20% to 20% or more, (ii) less than 30% to 30% or more, and (iii) less than 50% to 50% or more.

#### **Human Capital**

We are a results-driven company dedicated to developing and strengthening our current and future talent pipelines through talent reviews, succession planning, and the evaluation of emerging leaders. In 2021, we established rigor and discipline in evaluating our top talent, focusing on identifying successors to our top three layers of the organization. Additionally, we were able to identify our pipeline of emerging leaders across the organization.

As of December 31, 2021, we had 1,032 employees across 11 countries, of which 60% are in North America, 37% in Europe and 3% in Asia. Our workforce is gender diverse, comprised of 57% women and 43% men.

In order to continue to design innovative experiences, compete and succeed in a highly competitive and rapidly evolving marketplace, we must continue to attract and retain the right talent mix. As part of these efforts, we strive to offer a competitive compensation and benefits program. Most importantly, our overarching goal is to deliver return for stakeholders and foster an entrepreneurial community where everyone is included and empowered to be their best selves and do their best work.

#### *Company Culture*

At SiriusPoint, our mission is to be an innovative partner, that creates value and positively impacts a changing world, by combining data, creative thinking, and underwriting skill and discipline, to build a sustainable business for our employees, customers and communities. Our employees and our workplace culture are core to this ambition, grounded in the belief that "we achieve more together". We strive to be a diverse, inclusive and accessible organization in which all employees are encouraged to bring their full selves to work, contribute to their fullest capability, and are empowered to create and innovate. We are guided by a shared objective to be the most trusted and valued business partner, who operates with integrity, speed and agility, underpinned by a relentless focus on continuous improvement and execution.

#### *Workforce Compensation*

We provide an attractive benefits package to support employees' health, well-being, and overall development and continually revisit and evolve this package to better address the needs of our workforce. Benefits vary by subsidiaries but include variable incentive compensation plans, comprehensive medical insurance coverage, financial and health wellness programs, and flexible work schedules.

#### *Career Development*

We place a high priority on professional development, enabling our employees to expand their skills and capabilities. Our current offerings are segmented by subsidiaries. For example – there are platforms that offer individuals learning and development through a library of on-demand learning options and immersive learning experiences. In addition, we provide tuition and certification reimbursement programs to encourage employees to enhance their education, skills and knowledge. We continuously assess our learning and development platform to identify and provide the best programs for our employees.

Our leadership team places significant importance and attention on cultivating and developing internal talent and attracting external talent where internal talent does not have the suitable skills required. Accordingly, we review our talent development

and succession plans for critical roles within each of our business segments and functions bi-annually, in order to identify and develop a pipeline of emerging talent for positions at all levels of the organization.

#### **Health and Safety**

We are committed to the overall well-being of our employees. We recognize the stress and impact COVID-19 has had on our workforce, and we implemented country and local directives to address public health and safety measures in the workplace. We rely on country and local authorities to provide guidance in developing our policies and procedures to minimize the spread of the virus, such as establishing remote and hybrid work arrangements, the use of personal protective equipment, safety protocols, business travel restrictions, and best practices for returning to the workplace.

We provide employees with mental health support and resources through the delivery of global and local wellness initiatives and the Employee Assistance Program (EAP), which provides counseling and mental health resources for employees and their families. Our Executive Leadership Team receives regular updates as to our safety and wellness initiatives and is committed to supporting our efforts in keeping our employees safe. We continue to monitor the pandemic, making adjustments as necessary to support employees and the running of the business.

#### **Diversity, Equity, Inclusion and Belonging**

We value and support the unique voices, backgrounds, lifestyles, and contributions of a diverse global employee base that contributes to our culture every day. Diversity, Equity, Inclusion and Belonging (“DEI&B”) is imperative to our success.

We are building an environment that embeds DEI&B into everything we do and enables us to unlock critical drivers of equality, innovation and success. We want everyone to be included, valued, respected and supported to unleash their full potential by bringing their whole self to work.

Our 2021 foundational DEI&B work led to the development of key initiatives that will launch in early 2022, including the establishment of our Executive Diversity Council, three Employee Resource Groups, and an Early Careers Program. We are committed to these and other initiatives that help us to attract and retain diverse and inclusive talent around the globe.

#### **Available Information**

SiriusPoint files annual, quarterly and current reports and other information with the Securities and Exchange Commission (the “SEC”). The SEC maintains an Internet website ([www.sec.gov](http://www.sec.gov)) that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC, including us. You may also access, free of charge, our reports filed with the SEC (for example, our Annual Report, our Quarterly Reports on Form 10-Q and our Current Reports on Form 8-K and any amendments to those forms) through the “Investor Relations” portion of our Internet website ([www.siriuspt.com](http://www.siriuspt.com)). Reports filed with or furnished to the SEC will be available as soon as reasonably practicable after they are filed with or furnished to the SEC. We also make available, free of charge from our website, our Code of Business Conduct and Ethics, Corporate Governance Guidelines, Audit Committee Charter, Compensation Committee Charter, Governance and Nominating Committee Charter, Investment Committee Charter and Board of Directors Communications Policy. Such information is available to print for any shareholder who sends a request to SiriusPoint Ltd., Attn: Office of the Corporate Secretary, Point Building, 3 Waterloo Lane, Pembroke, Bermuda, HM 08. Our website is included in this Annual Report as an inactive textual reference only. The information found on our website is not part of this or any other report filed with or furnished to the SEC.

#### **Item 1A. Risk Factors**

*You should consider and read carefully all of the risks and uncertainties described below, as well as other information included in this Annual Report, including our consolidated financial statements and related notes. The risks described below are not the only ones facing us. The occurrence of any of the following risks and uncertainties or additional risks and uncertainties not presently known to us or that we currently believe to be immaterial could materially and adversely affect our business, financial condition or results of operations. This Annual Report also contains forward-looking statements and estimates that involve risks and uncertainties. Actual events, results and outcomes may differ materially from our expectations due to a variety of known and unknown risks, uncertainties and other factors, including the risks and uncertainties described below.*

## Summary Risk Factors

Our business is subject to a number of risks, including risks that may prevent us from achieving our business objectives or may adversely affect our business, financial condition, cash flows and results of operations that you should consider before making a decision to invest in our common shares. These risks include, but are not limited to, the following:

- **Strategic Risks.** Strategic risks include failure to execute on our strategy of improving underwriting performance and transforming our business, including changing the mix of business between insurance and reinsurance; and risks arising from any strategic transactions such as acquisitions, dispositions, investments, mergers or joint ventures or entry into new lines of business.
- **COVID-19 & Other Catastrophe Risks.** COVID-19 and other catastrophe risks include the impact of the COVID-19 pandemic or other unpredictable catastrophic events, such as natural perils and other disasters, such as hurricanes, windstorms, earthquakes, floods, wildfires and severe winter weather, on various lines of our business, including predominantly our property catastrophe excess line of business, and also our aviation, casualty, contingency, credit and accident and health (including trip cancellation) businesses.
- **Integration Risks.** Integration risks include risks related to the costs, expenses and difficulties of the integration of the operations of Sirius Group following the acquisition.
- **Insurance Underwriting Risks.** Insurance underwriting risks include inadequacy of loss and loss adjustment reserves; the lack of availability of capital; and periods characterized by excess underwriting capacity and unfavorable premium rates.
- **Market, Credit and Liquidity Risks.** Market, credit and liquidity risks include risks related to the performance of financial markets, impact of inflation, foreign currency fluctuations, economic and political conditions, inability to raise the funds necessary to pay the principal of or interest on our outstanding debt obligations and a downgrade or withdrawal of our financial ratings.
- **Competition Risks.** Competition risks include risks related to our ability to compete successfully in the (re)insurance market and the effect of consolidation in the (re)insurance industry.
- **Cyber Risks.** Cyber risks include risks related to technology breaches or failures, including those resulting from a malicious cyber-attack on us or our business partners and service providers.
- **Climate Change Risks.** Climate change risks include risks such as increased severity and frequency of weather-related natural disasters and catastrophes and increased coastal flooding in many geographic areas.
- **Operational Risks.** Operational risks include risks related to retention of key employees; effects of potential labor disruptions due to COVID-19 or otherwise; and internal control deficiencies.
- **Regulatory and Litigation Risks.** Regulatory and litigation risks include risks related to the outcome of legal and regulatory proceedings, regulatory constraints on SiriusPoint's business, including legal restrictions on certain of SiriusPoint's insurance and reinsurance subsidiaries' ability to pay dividends and other distributions to SiriusPoint, and losses from unfavorable outcomes from litigation and other legal proceedings.
- **Investment Risks.** Investment risks include reduced returns or losses in SiriusPoint's investment portfolio; our concentrated exposure in funds and accounts managed by Third Point LLC, whose investment strategy may bear substantial investment risks; our lack of control over our third party asset managers, who invest and manage our capital accounts, limitations on our ability to withdraw our capital accounts and conflicts of interest among various members of Third Point Advisors LLC ("TP GP"), Third Point LLC and SiriusPoint.
- **Taxation Risks.** Taxation risks include risks related to SiriusPoint and its non-U.S. subsidiaries' potential exposure to income and withholding taxes, and its significant deferred tax assets, which could become devalued if either SiriusPoint does not generate future taxable income or applicable corporate tax rates are reduced.
- **Other risks** Other risk and uncertainties listed in this Annual Report and any subsequent reports filed with the SEC.

## Risks Relating to Our Business

*We may not successfully implement our strategic transformation or fully realize the anticipated benefits from the transformation.*

Since our merger with Sirius Group, we have undertaken a transformation strategy focusing on (i) reducing the volatility of our reinsurance business, (ii) growing our Insurance & Services segment and (iii) shifting the mix of our investment portfolio into lower risk, less volatile assets. As part of this transformation, we are transitioning away from being primarily a reinsurance company to one focused on insurance and services. Among other things, this transformation includes a plan to reshape our reinsurance book and drive future growth in insurance and services through incubation of, and partnerships with, MGA and technology companies that provide access to unique, specialty primary insurance businesses. See the “*Business - Strategy*” section of this Annual Report for additional information regarding our strategic objectives and the related reorganization. Our ability to achieve our strategic transformation is subject to a number of risks, including:

- We may experience lower premium growth from our reinsurance business as we reshape our reinsurance book, which may not be offset by increased premiums in our Insurance & Services business or appreciation of our Strategic Investments in the near term or at all.
- We may be unable to source, negotiate and complete transactions with MGAs to sustain our growth on attractive terms or at all.
- We may be unsuccessful in recruiting and retaining the talent required to operate and grow our Insurance & Services business as we face competition for such talent from larger or more well-established companies with a stronger brand association and greater resources.
- We may experience departure of senior employees with historical institutional knowledge which may be disruptive to, or cause uncertainty in, our business. The failure to ensure a smooth transition and effective transfer of knowledge involving senior employees could hinder our strategic execution.
- Our profitability and share price may be impacted by the increase in operating expenses and/or loss of premium growth from the reinsurance business as the changes we make to our business take time to implement.
- The transformation may require significant management time and effort and may divert attention from our core existing operations.

We cannot assure you that we will be able to successfully implement our transformation initiatives. Further, our ability to achieve the anticipated benefits of this transformation, including the anticipated levels of cost savings and efficiencies, within expected timeframes is subject to many estimates and assumptions, which are, in turn, subject to significant economic, competitive and other uncertainties, some of which are beyond our control. There is no assurance that we will successfully implement, or fully realize the anticipated positive impact of, our transformation initiatives, or execute successfully on our transformation strategy, in the expected timeframes or at all. In addition, there can be no assurance that our efforts, if properly executed, will result in our desired outcome of improved financial performance.

***The COVID-19 pandemic has adversely affected our business. Epidemics, pandemics, and other public health threats, including the ongoing COVID-19 pandemic, could have a material adverse effect on SiriusPoint’s business, including our results of operations, financial position and/or liquidity, in a manner and to a degree that cannot be predicted.***

We are closely monitoring the developments relating to the COVID-19 pandemic, including actions taken or recommended by governments and other authorities to reduce the spread of the virus, and are continually assessing its impact on our business and the insurance and reinsurance sectors. The outbreak of COVID-19 resulted in governments and other authorities implementing numerous measures to try to contain the virus, such as travel bans and restrictions, quarantines, shelter in place orders, social distancing recommendations, mask and vaccine mandates and business closures. These measures have impacted and may continue to impact our workforce and operations and the operations of our insurance and reinsurance counterparties. Although certain restrictions related to the COVID-19 pandemic have eased, uncertainty continues to exist particularly as new variants emerge. The future impact of the pandemic on us is highly uncertain and cannot be predicted, but it could have a material adverse impact on the future results of operations, financial position and/or liquidity of SiriusPoint. The extent of the impact will depend on future developments, including actions taken to limit the spread of COVID-19 and the uncertain impact of potential judicial, legislative and regulatory actions by local, state and national governmental and regulatory bodies. Risks presented by the ongoing effects of COVID-19 include the following:

- *Gross Written Premiums.* COVID-19 has had a negative impact on general economic activity which has, in turn, negatively impacted the premium volumes of certain of our business lines. SiriusPoint has experienced and may continue to

experience lower gross written premiums for travel medical and trip cancellation insurance. The degree of the continued impact will depend on the extent and duration of the economic contraction, and may result in a sustained increase in our underwriting expense ratio.

- *Increased Risk of Loss.* SiriusPoint has experienced, and may continue to experience, an increased risk of loss in certain lines of business, including contingency, travel, accident and health, workers' compensation, credit, casualty and its property (re)insurance. Property (re)insurance claims have a high degree of uncertainty due to differences in contract interpretations and disruptions in the global supply chains. As a reinsurer of primary insurance carriers, certain primary insurance carriers may seek to expand reinsurance coverage beyond the intent of the originally agreed terms to cover COVID-19 losses. While we do not view our cedents' interpretation of these coverage issues as warranted, should our cedents be successful in expanding coverage through arbitration or litigation, it could expose SiriusPoint to additional losses in excess of current loss reserves. SiriusPoint may also experience elevated frequency and severity in its workers' compensation lines related to compensable claims by workers who have suffered from injury or illness in the course of their employment. SiriusPoint has experienced, and may continue to experience, risk of loss in its casualty business, including professional liability treaties that cover health care, hospitals, long term care providers and directors and officers. SiriusPoint has experienced, and may continue to experience, losses resulting from mortality, increased medical expenses, and trip cancellation in its accident and health portfolio. SiriusPoint has experienced, and may continue to experience, losses in its contingency portfolio. The economic volatility may also lead to increased losses within the credit and mortgage portfolio, and there may be additional future losses from COVID-19 which have not yet been reflected in SiriusPoint's estimates, if loss emergence varies from our current expectations. For further discussion of the risks and exposure related to unpredictable catastrophic events, such as the COVID-19 pandemic, see "*Risks Relating to Our Business—We are exposed to unpredictable catastrophic events that have adversely affected our results of operations and financial condition.*" The anticipated and unknown risks related to COVID-19 may cause additional uncertainty in the estimation of claim and claim adjustment expense reserves. For example, the behavior of claimants and policyholders may change in unexpected ways. The disruption to court systems may have an impact on the timing and amounts of claims settlements. As a result, our estimated level of claims and claim adjustment expense reserves may change materially.

- *Investments.* Volatility in global financial markets resulting from the COVID-19 pandemic may adversely impact the value of our investment portfolio and our Strategic Investments. While the short-term economic impact of COVID-19 has been partially offset by intervention taken by the governments and monetary authorities, and the spread of the pandemic is being mitigated, to varying degrees, by the continued vaccination progress and various targeted governmental measures, it remains difficult to project the trajectory of the COVID-19 pandemic or estimate its potential long-term financial impacts to our investment portfolio. Our corporate fixed income portfolio may be adversely impacted by ratings downgrades, increased bankruptcies and credit spread widening in distressed industries, such as energy, gaming, travel, lodging and leisure, autos, airlines and retail. In addition, in recent years, many state and local governments have been operating under deficits or projected deficits. These deficits may be exacerbated by the costs of responding to COVID-19 and reduced tax revenues due to adverse economic conditions. Our investment portfolio also includes residential mortgage-backed securities, commercial mortgage-backed securities and other real estate exposures, all of which could be adversely impacted by declines in real estate valuations, reduced consumer spending and/or financial market disruption, including a heightened default risk on the underlying mortgages and on rent receivables. There is also the potential for longer term trends or their acceleration such as working from home and online shopping that may adversely impact certain elements of our investment portfolio, such as commercial real estate. A significant portion of our investment portfolio has material equity exposures, which may be adversely impacted by deteriorating economic and financial conditions; and future disruptions to global financial markets due to the continuing impact of COVID-19 could result in additional net realized investment losses. For further discussion of the risks related to the Company's investment portfolio, see "*Risks Relating to Our Investment Strategy.*"

- *Inflation.* Changes in economic conditions, supply chain disruptions due to the COVID-19 pandemic and steps taken by the federal government and the Federal Reserve in response to COVID-19 have led to higher inflation, which has led and may continue to lead to an increase in our loss costs and the need to strengthen claims and claim adjustment expense reserves. These impacts of inflation on loss costs and claims and claim adjustment expense reserves could be more pronounced for those lines of business that require a relatively longer period of time to finalize and settle claims for a given year, and are therefore more inflation sensitive. Inflation has also adversely impacted our general and administrative expenses, including increased labor costs. Changes in interest rates caused by inflation affect the carrying value of our fixed maturity investments and returns on our fixed maturity and short-term investments. An increase in interest rates reduces the market value of existing fixed maturity investments, thereby negatively impacting our book value. For further discussion of the risks related to inflation, see "*Risks Relating to Our Business—We may be adversely impacted by inflation.*"

• *Ratings Downgrades.* Third-party rating agencies assess and rate the financial strength, including claims-paying ability, of insurers and reinsurers. These ratings are based upon criteria established by the rating agencies and are subject to revision at any time at the sole discretion of the agencies. Rating agencies periodically evaluate SiriusPoint to confirm that it continues to meet the criteria of the ratings previously assigned to SiriusPoint. If the rating agencies determine that SiriusPoint's operating performance has further deteriorated as a result of the COVID-19 pandemic, they could downgrade or withdraw SiriusPoint's financial strength ratings which could have a material adverse effect on our results of operations, financial position and/or liquidity. For additional discussion on how a ratings downgrade can impact SiriusPoint, see *"Risks Relating to Our Business—We are reliant on financial strength and creditworthiness ratings, and any downgrade or withdrawal of ratings and/or change in outlook may have a material adverse effect on our business, prospects, financial condition and results from operations."*

• *Counterparty Credit Risk and Retrocessional Arrangements.* A prolonged economic downturn due to the COVID-19 pandemic would increase our credit risk, reflecting our counterparty dealings with agents, brokers, customers and retrocessionaires. Certain of our policyholders and intermediaries, including reinsurance and retrocession counterparties, may not pay amounts owed to us due to insolvency or other reasons. Insolvency, liquidity problems, distressed financial condition due to the impact of the COVID-19 pandemic or the general effects of economic recession may increase the risk that policyholders or intermediaries, such as insurance brokers, may not pay a part of or the full amount of premiums owed to us, despite an obligation to do so. The terms of our contracts, or actions by our regulators, may not permit us to cancel our policies even though we have not received payment. We may further decide (or be obliged by regulation) to refund premiums already paid where it is judged that the COVID-19 pandemic has reduced the customer need for coverage. The COVID-19 pandemic could impact our ability to obtain reinsurance and retrocessional arrangements on favorable terms, which could limit the amount of business we are willing to write or reduce our reinsurance protection for large loss events. For a further discussion, see *"Risks Relating to Our Business—The involvement of reinsurance brokers subjects us to their credit risk and the inability to obtain business provided from brokers could adversely affect our business strategy and results of operations."*

• *Potential Adverse Judicial, Legislative and/or Regulatory Action.* Like many reinsurers and insurers, we have exposure to losses from COVID-19-related claims, primarily in our property and contingency businesses. Whether the COVID-19 pandemic triggers coverage is dependent on specific policy language, terms and exclusions. However, certain domestic and international governmental authorities and regulatory bodies have proposed to take actions to address and contain the impact of the COVID-19 pandemic that may adversely affect SiriusPoint. For example, we could be subject to government and/or regulatory action that may seek to retroactively mandate coverage for losses which our (re)insurance policies were not designed or priced to cover. Currently, in some countries there is proposed legislation, governmental actions and courts cases that may require (re)insurers to cover business interruption claims irrespective of terms, exclusions or other conditions included in the policies that would otherwise preclude coverage. Should such proposed regulations, legislation or governmental actions be implemented or should we be bound by the holdings in such court cases, our (re)insurance contracts may be interpreted to provide coverage for these business interruption losses, notwithstanding the fact that such losses fall outside of the terms and conditions of the underlying contracts. Moreover, increasing litigation, broader definitions of liability, more plaintiff-friendly legal decisions, and larger compensatory jury awards may result in increased losses. These and other future judicial, legislative or regulatory actions could have a material adverse impact on our results of operations, financial position and/or liquidity and make it difficult to predict the total amount of losses we could incur as a result of the COVID-19 pandemic. In addition, a number of states in the United States have instituted, and others are considering instituting, changes designed to effectively expand workers' compensation coverage by creating presumptions of compensability of claims for certain types of workers. Regulatory restrictions or requirements could also impact pricing, risk selection and our rights and obligations with respect to our policies and insureds, including SiriusPoint's ability to cancel policies or SiriusPoint's right to collect premiums. Following payments of business interruption losses to its insureds, insurance companies are expected to seek cover from the reinsurance market. In the United States, at least one state regulator has issued an order requiring insurers to issue premium refunds, and regulators in other states could take similar actions. For a further discussion, see *"Risks Relating to Our Business—The effect of emerging claim and coverage issues on our business is uncertain and as a result, we may suffer losses from unfavorable outcomes from litigation and other legal proceedings."*

• *Operational Disruptions and Heightened Cybersecurity Risks.* SiriusPoint's operations could be disrupted if key members of our senior management or a significant percentage of our workforce or the workforce of our agents, brokers, suppliers or third-party providers are unable to continue to work because of illness, death, government directives or otherwise. Further, limitation on travel and social distancing requirements implemented in response to the COVID-19 pandemic may challenge our ability to maintain our business relationships with our current clients and develop new client relationships and business, which may impact our ability to write new insurance or reinsurance business and market our products and services as anticipated prior to the COVID-19 pandemic. In addition, the interruption of our, or third party, system capabilities could

result in a deterioration of our ability to write and process new and renewal business, provide customer service, pay claims in a timely manner or perform other necessary business functions. While our employees have started to return to the office, many are still working remotely. As a result of these remote working arrangements, we face a heightened risk of cybersecurity attacks or data security incidents and are more dependent on internet and telecommunications access and capabilities. Continued remote work arrangements could strain our business continuity plans and could negatively affect our internal control over financial reporting and oversight over our employees. As a result, new processes, procedures and controls could be and have been required to respond to changes in our business environment. For a further discussion, see *“Risks Relating to Our Business—Technology breaches or failures, including those resulting from a malicious cyber-attack on us or our business partners and service providers, could disrupt or otherwise negatively impact our business.”*

- *Reputational Damage.* We could experience reputational damage resulting from our denial of coverage for losses which our (re)insurance policies were not designed or priced to cover, potential claims disputes and underwriting renewal actions that we may take in connection with the management of potential COVID-19 pandemic losses. For a further discussion, see *“Risks Relating to our Business—The COVID-19 pandemic has adversely affected our business. Epidemics, pandemics, and other public health threats, including the ongoing COVID-19 pandemic, could have a material adverse effect on SiriusPoint’s business, including our results of operations, financial position and/or liquidity, in a manner and to a degree that cannot be predicted—Potential Adverse Judicial, Legislative and/or Regulatory Action.”*

- *Tax Liabilities.* Our companies that are treated as foreign corporations for U.S. federal income tax purposes have historically intended to operate in a manner that will not cause them to be subject to current U.S. federal income taxation on their net income. Travel restrictions arising as a result of the COVID-19 pandemic, however, limit the ability of certain directors, management and other personnel to be present outside the U.S. and conduct in person business in Bermuda. While we have implemented contingency plans to mitigate the impact of such travel restrictions, no assurances can be provided that we will not become subject to greater tax liabilities than anticipated as a result of such restrictions or that our current tax position is not challenged.

The COVID-19 pandemic caused a global recession and the sustainability of the economic recovery observed in 2021 remains unclear. The COVID-19 pandemic has also significantly increased economic and demand uncertainty, created disruptions in global supply chains, has caused inflationary pressure in the U.S. and elsewhere, and has led to disruption and volatility in the global capital markets. Due to the evolving and uncertain nature of the COVID-19 pandemic, we cannot estimate its ultimate impact at this time. The events described above have had and may continue to have an adverse effect on our results of operations, financial position and/ or liquidity. Moreover, the potential effects of the COVID-19 pandemic could exacerbate the impacts of many other risk factors that we identify in these “Risk Factors,” including, but not limited to, risks that can impact SiriusPoint as a result of an economic downturn; potential litigation claims brought against the Company; further losses from reduction in travel, event cancellations in our contingency portfolio and other coverages from our reinsurance and insurance contracts; and impairment of intangible assets and potential valuation allowances on deferred tax assets. As the COVID-19 pandemic is continuously evolving, the potential impacts to the risks related to our business that are described herein remains uncertain, and new and potentially unforeseen risks beyond those described above may emerge. Even after the COVID-19 pandemic subsides, the U.S. and world economies may experience a prolonged economic recession and/or persistent inflation, in which event our results of operations, financial position and/or liquidity may be materially and adversely affected.

***We may not be able to integrate Sirius Group successfully, and the anticipated benefits of combining with Sirius Group may not be realized in part or at all.***

The successful integration of Sirius Group’s business and operations into those of Third Point Re and our ability to realize the expected cost synergies and other benefits of the transaction are subject to a number of risks and uncertainties, many of which are outside of our control. These risks and uncertainties include, among other things:

- Our ability to complete the timely integration of organizations, operations, systems, and technologies, as well as the harmonization of differences in the business cultures of the two companies and retention of key personnel;
- Our ability to minimize the diversion of management attention from ongoing business concerns during the process of integrating the two companies;
- Our ability to establish and maintain integrated risk management systems, underwriting methodologies and controls, the failure of which could give rise to excess accumulation or aggregation of risks, underreporting or underrepresentation of exposures or other adverse consequences;
- Our ability to create and enforce uniform financial, compliance and operating controls, procedures, policies and information systems;

- Our ability to manage our digital transformation and upgrade of our legacy information technology, the failure of which could give rise to significant interruptions to our business operations and impact our ability to appropriately manage our relationships with our clients, oversee our risk exposure, communicate effectively or other adverse consequences; and
- Our ability to preserve customer and other important relationships of both companies and resolve potential conflicts that may arise.

We may not realize the anticipated cost synergies and other benefits of the Sirius Group acquisition. In addition, given the size and significance of the acquisition, we could encounter difficulties in the integration of the operations of the business. Any failure to successfully integrate the operations of the business or to realize the full benefits and synergies of the acquisition could adversely impact our business, results of operations and financial condition.

***SiriusPoint may incur increased operating expenses and losses in the future.***

SiriusPoint expects to incur increased operating expenses related to its IT transformation plan and strategic growth initiatives, including those initiatives related to the enhancement of its specialty reinsurance platform and a primary insurance platform to support its business. If revenue fails to grow at anticipated rates, or if operating costs rise without a commensurate increase in revenue, then the imbalance between revenue and operating expenses will negatively impact SiriusPoint's ability to achieve profitability in the future. A lack of profitability could in turn adversely affect the price of SiriusPoint's common shares and liquidity.

***Our results of operations fluctuate from period to period and may not be indicative of our long-term prospects.***

The performance of our (re)insurance operations and our investment income fluctuate from period to period. Fluctuations result from a variety of factors, including:

- the performance of our investment portfolio;
- reinsurance contract pricing;
- our assessment of the quality of available (re)insurance opportunities;
- the volume and mix of (re)insurance products we underwrite;
- seasonality of the (re)insurance businesses;
- loss experience on our (re)insurance liabilities;
- low frequency and high severity loss events;
- competitiveness in relevant (re)insurance markets; and
- our ability to assess and integrate our risk management strategy effectively.

In particular, we seek to underwrite products and make investments to achieve a favorable return on equity over the long term. In addition, our opportunistic strategy and focus on long-term growth in book value will result in fluctuations in total premiums written from period to period. More specifically, as we continue to review our (re)insurance underwriting portfolio, we may not renew prior business that we believe may be inconsistent with our strategic plan or risk appetite or we believe will not generate better long-term, rather than short-term, results. Accordingly, our short-term results of operations may not be indicative of our long-term prospects as we continue to work through our underwriting portfolio to de-risk it.

***Technology breaches or failures, including those resulting from a malicious cyber-attack on us or our business partners and service providers, could disrupt or otherwise negatively impact our business.***

Our business depends upon our ability to securely process, store, transmit and safeguard confidential and proprietary information that is in our possession. This information includes confidential information relating to our business, and personally identifiable information and protected health information belonging to employees, customers, claimants and business partners. We implement and maintain reasonable security processes, practices and procedures appropriate to the nature of the information we hold, and we rely on sophisticated commercial control technologies to maintain security and confidentiality of our systems. Nevertheless, our systems may be vulnerable to a variety of forms of unauthorized access, including hackers, computer viruses, and cyber-attacks from individual or state actors, as well as breaches that result from employee error or malfeasance or lost or stolen computer devices. For example, in January 2020, IMG experienced a cybersecurity incident and initiated a disaster recovery plan which resulted in an interruption of business. While the cybersecurity incident disrupted IMG's operations, the cybersecurity incident did not result in a material disruption to our systems or result in any material costs.

Furthermore, a significant portion of the communications between our employees and our business, banking and investment partners depends on information technology and electronic information exchange. We have licensed certain systems and data from third parties. We cannot be certain that we will have access to these, or comparable systems, or that our technology or applications will continue to operate as intended. In addition, we cannot be certain that we would be able to replace these systems without slowing our underwriting response time. Like all companies, our information technology systems are vulnerable to interruptions or failures due to events that may be beyond our control, including, but not limited to, natural disasters, terrorist attacks and general technology failures.

We believe that we have established and implemented appropriate security measures, controls and procedures to safeguard our information technology systems and to prevent unauthorized access to such systems and any data processed or stored in such systems, and we periodically evaluate and test the adequacy of such measures, controls and procedures. In addition, we have established a business continuity plan which is designed to ensure that we are able to maintain all aspects of our key business processes functioning in the midst of certain disruptive events, including any disruptions to or breaches of our information technology systems. Despite these safeguards, disruptions to and breaches of our information technology systems are possible and may negatively impact our business.

It is possible that insurance policies we have in place with third parties would not entirely protect us in the event that we experienced a breach, interruption or widespread failure of our information technology systems. In addition, in the ordinary course of our business we process personal information and personal health information in connection with claims made under our accident and health business, as well as other business lines. A misuse or mishandling of personal information being sent to or received from an employee, client or other third party could damage our business or our reputation or result in significant monetary damages, regulatory enforcement actions, fines and criminal prosecution in one or more jurisdictions which would not be covered by insurance. Although we attempt to protect this personal information, and have implemented privacy procedures and training programs to mitigate the risk of a privacy breach, we may be unable to protect personal information in all cases. As a result, we could be held responsible for violations of global data privacy laws, such as the General Data Protection Regulation, for our failure, or the failure on the part of our third party vendors or agents, to securely process, store or transmit such personal information. The potential consequences of a material privacy incident include reputational damage, litigation with third parties and remediation costs, which in turn could have a material adverse effect on our results of operations.

The cybersecurity regulatory environment is evolving, and we expect the costs of complying with new or developing regulatory requirements will increase. In addition, as our operations expand to other jurisdictions, we will be required to comply with cybersecurity laws in those jurisdictions, which will further increase our cost of compliance.

***Competitors with greater resources may make it difficult for us to effectively market our products.***

The (re)insurance industry is highly competitive. We compete with major (re)insurers, which vary according to the individual market and situation, many of which have substantially greater financial, marketing and management resources than we do, as well as other potential providers of capital willing to assume insurance or reinsurance risk. Lloyd's Syndicate 1945, the Lloyd's syndicate that we sponsor and that is managed through Syndicate 1945, also competes with other Lloyd's syndicates and London market companies. Competition in the types of business that we underwrite is based on many factors, including:

- price of (re)insurance coverage;
- the general reputation and perceived financial strength of the reinsurer;
- ratings assigned by independent rating agencies;
- relationships with (re)insurance brokers;
- terms and conditions of products offered;
- speed of claims payment; and
- the experience and reputation of the members of our underwriting team in the particular lines of (re)insurance we seek to underwrite.

We cannot assure you that we will be able to compete successfully in the (re)insurance market. Our failure to compete effectively would significantly and negatively affect our financial condition and results of operations and may increase the likelihood that we are deemed to be a passive foreign investment company or an investment company. See "*Risks Relating to Taxation—If we were treated as a passive foreign investment company ("PFIC") for U.S. federal income tax purposes, our U.S. shareholders would be subject to adverse tax consequences.*"

***Consolidation in the (re)insurance industry could adversely impact us.***

The (re)insurance industry, including our competitors, customers and insurance and reinsurance brokers, has experienced significant consolidation over the last several years. These consolidated client and competitor enterprises may try to use their enhanced market power to negotiate price reductions for our products and services and/or obtain a larger market share through increased line sizes. If competitive pressures require us to reduce our prices, we would generally expect to reduce our future underwriting activities, resulting in reduced premiums and a reduction in expected earnings. If the insurance industry consolidates further, competition for customers could become more intense and we could incur greater expenses relating to customer acquisition and retention, further reducing our operating margins. In addition, insurance companies that merge may be able to spread their risks across a consolidated, larger capital base so that they require less reinsurance. Reinsurance intermediaries could also continue to consolidate, potentially adversely impacting our ability to access business and distribute our products. We could also experience more robust competition from larger, better capitalized competitors. Any of the foregoing could adversely affect our business or our results of operations.

***If actual renewals of our existing contracts do not meet expectations, our premiums written in future years and our future results of operations could be materially adversely affected.***

Many of our contracts are written for a one-year term. In our financial forecasting process, we make assumptions about the renewal of certain prior year's contracts. The insurance and reinsurance industries have historically been cyclical businesses with periods of intense competition, often based on price. If actual renewals do not meet expectations or if we choose not to write on a renewal basis because of pricing conditions, our premiums written in future years and our future operations would be materially adversely affected.

***We may experience issues with outsourcing and third-party relationships which might impact our ability to conduct business in a prudent manner and could negatively impact our operations, results and financial condition.***

We outsource a number of technology and business process functions to third-party providers. We may continue to do so in the future as we review the effectiveness of our organization. If we do not effectively select, develop, implement and monitor our outsourcing relationships, we may not realize productivity improvements or cost efficiencies and may experience operational difficulties, increased costs and a loss of business that may have an adverse effect upon our operations or financial condition.

We periodically negotiate provisions and renewals of these relationships, and there can be no assurance that such terms will remain acceptable to us or such third parties. If such third-party providers experience disruptions or do not perform as anticipated, or we experience problems with a transition to a third-party provider, we may experience operational difficulties, an inability to meet obligations (including, but not limited to, policyholder obligations), a loss of business and increased costs, or suffer other negative consequences, all of which may have a material adverse effect on our business and results of operations. In addition, our ability to receive services from third-party providers based in different countries might be impacted by political instability, unanticipated regulatory requirements or policies inside or outside of the U.S. As a result, our ability to conduct our business might be adversely affected.

We, and our MGAs and other agents who have the ability to bind policies on our behalf, rely on information provided by insureds or their representatives when underwriting insurance policies. While we may make inquiries to validate or supplement the information provided, we may make underwriting decisions based on incorrect or incomplete information. It is possible that we will misunderstand the nature or extent of the activities and the corresponding extent of the risks that we insure because of our reliance on inadequate or inaccurate information. If any such agents exceed their authority, engage in fraudulent activities or otherwise fail to comply with applicable laws when conducting business on our behalf, our financial condition and results of operations could be materially adversely affected.

***Given the inherent uncertainty of models and software, their usefulness as a tool to evaluate risk is subject to a high degree of uncertainty that could result in actual losses that are materially different than our estimates including probable maximum losses ("PMLs"), and our financial results may be adversely impacted, perhaps significantly.***

We use third-party vendor and proprietary analytic and modeling capabilities, including global property catastrophe models, which consolidate and report on all our worldwide property exposures, to calculate expected PML from various property natural catastrophe scenarios. We use these models and software to help us control risk accumulation, inform management and other stakeholders of capital requirements and to improve the risk/return profile in our overall portfolio of (re)insurance contracts. However, given the inherent uncertainty of modeling techniques and the application of such techniques, these

models and databases may not accurately address a variety of matters impacting our coverages. The construction of these models and the selection of assumptions requires significant actuarial judgement.

For example, catastrophe modeling is dependent upon several broad economic and scientific assumptions, such as storm surge (the water that is pushed toward the shore by the force of a windstorm), demand surge (the localized increase in prices of goods and services that often follows a catastrophe) and zone density (the percentage of insured perils that would be affected in a region by a catastrophe). Third-party modeling software also does not provide information for all regions or perils for which we write business. Catastrophe modeling is inherently uncertain due to process risk (the probability and magnitude of the underlying event) and parameter risk (the probability of making inaccurate model assumptions).

The inherent uncertainties underlying, or the incorrect usage or misunderstanding of, these tools may lead to unanticipated exposure to risks relating to certain perils or geographic regions which could have a material adverse effect on our business, prospects, financial condition or results of operations. Furthermore, these models typically rely on either precedent or industry data, both of which may be incomplete or may be subject to errors by employees, failure to document transactions properly, failure to comply with regulatory requirements or information technology failures. Given the inherent uncertainty in these models as well as the underlying assumptions and data, the results of our models may not accurately address the emergence of a variety of matters which might impact certain of our coverages. Some forms of (re)insurance provide coverage for aggregated loss result over a period of time making it inherently difficult to track how these coverages will be impacted by any single or series of events. Accordingly, these models may understate the exposures we are assuming and our financial results may be adversely affected, perhaps significantly. Any such impact could also be felt across our (re)insurance contract portfolio, since similar models and judgment are used in analyzing the majority of our transactions. For more information about the risks resulting from the inherent uncertainty of modeling techniques, see *“Risks Relating to Our Business—Our claims and claim expense reserves are subject to inherent uncertainties, which could cause our losses to exceed our loss reserves.”*

***Our claims and claim expense reserves are subject to inherent uncertainties, which could cause our losses to exceed our loss reserves.***

Our claims and claim expense reserves reflect our estimates, using actuarial and statistical projections at a given point in time, of our expectations of the ultimate settlement and administration costs of claims incurred. We use actuarial and computer models, historical (re)insurance and insurance industry loss statistics, and management’s experience and judgment to assist in the establishment of appropriate claims and claim expense reserves. Reserves are estimates of claims an insurer ultimately expects to pay, based upon facts and circumstances known at the time, predictions of future events, estimates of future trends in claim severity and other variable factors. The inherent uncertainties of estimating loss reserves generally are greater for reinsurance companies as compared to primary insurers, primarily due to:

- the lapse of time from the occurrence of an event to the reporting of the claim and the ultimate resolution or settlement of the claim;
- the diversity of development patterns among different types of reinsurance treaties; and
- heavier reliance on the client for information regarding claims.

Our estimates and judgments are based on numerous factors, and may be revised as additional experience and other data become available and are reviewed, as new or improved methodologies are developed, as loss trends and claims inflation impact future payments, or as current laws or interpretations thereof change. Due to the many assumptions and estimates involved in establishing reserves and the inherent uncertainty of modeling techniques, the reserving process is inherently uncertain. It is expected that some of our assumptions or estimates will prove to be inaccurate, and that our actual net claims and claim expenses paid and reported will differ, perhaps materially, from the reserve estimates reflected in our financial statements. For example, our significant gross and net reserves associated with the large catastrophe events in the past several years, as well as those associated with the COVID-19 pandemic, remain subject to significant uncertainty. As information emerges and losses are paid, we expect our reserves may change, perhaps materially.

Accordingly, we may underestimate the exposures we are assuming and our results of operations and financial condition may be adversely impacted, perhaps significantly. Conversely, we may prove to be too conservative which could contribute to factors which would impede our ability to grow in respect of new markets or perils or in connection with our current portfolio of coverages.

***We are exposed to unpredictable catastrophic events that have adversely affected our results of operations and financial condition.***

We write reinsurance contracts and insurance policies that cover unpredictable catastrophic events. Covered unpredictable catastrophic events, predominantly in our property catastrophe excess line of business, include natural perils and other disasters, such as hurricanes, windstorms, earthquakes, floods, wildfires and severe winter weather. Catastrophes can also include terrorist attacks, explosions and infrastructure failures. For more information about our risks due to terrorist attacks, see “*Risks Relating to Our Business—We have exposure to potential terrorist acts that can materially and adversely affect our business, results of operations and/or financial condition.*” We have significant exposure to a potential major earthquake or series of earthquakes in California, the Midwestern United States, Canada, Japan and Latin America and to windstorm damage in Northern Europe, the Northeast United States, the United States Atlantic Coast (i.e., Massachusetts to Florida) and the United States Gulf Coast (i.e., Florida to Texas) and Japan.

Similar exposures to losses caused by the same types of catastrophic events occur in other lines of business such as aviation, casualty, contingency, credit, marine, and accident and health (including trip cancellation), including pandemic risk. For more information about our risks due to COVID-19 see “*Risks Relating to Our Business—The COVID-19 pandemic has adversely affected our business. Epidemics, pandemics, and other public health threats, including the ongoing COVID-19 pandemic, could have a material adverse effect on SiriusPoint’s business, including our results of operations, financial position and/or liquidity, in a manner and to a degree that cannot be predicted.*”

The extent of catastrophe losses is a function of both the severity of the event and total amount of insured exposure affected by the event. Increases in the value and concentration of insured property or insured individuals, the effects of inflation, changes in weather patterns, such as climate change, and increased terrorism could increase the future frequency and/or severity of claims from catastrophic events. Claims from catastrophic events could materially adversely affect our results of operations and financial condition. Our ability to write new reinsurance contracts and insurance policies could also be impacted as a result of corresponding reductions in our capital levels. For a further discussion, see “*Risks Relating to our Business—Global climate change may have a material adverse effect on our business operating results and financial condition.*”

Although we attempt to manage our exposure to such events through a multitude of approaches, including geographic diversification, geographic limits, individual policy limits, exclusions or limitations from coverage, purchase of (re)insurance and expansion of supportive collateralized capacity, the availability of these management tools may be dependent on market factors and, to the extent available, may not respond in the way that is expected. For instance, we seek to manage our exposure to catastrophe losses by limiting the aggregate insured value of policies in geographic areas with exposure to catastrophic events by estimating PML for many different catastrophe scenarios and by buying reinsurance, including retrocession coverage. To manage and analyze aggregate insured values and PML, we use a variety of tools, including external and internal catastrophe modeling software packages. Estimates of PMLs are dependent on many variables, including assumptions about demand surge and storm surge, loss adjustment expenses, insurance-to-value for the underlying properties, the relationship of the actual event parameters to the modelled event and the quality of portfolio data provided to us by ceding companies (in the case of our reinsurance operations). Accordingly, if these assumptions about the variables are incorrect, the losses we might incur from an actual catastrophe could be materially higher than our expectation of losses generated from modelled catastrophe scenarios which could materially adversely affect our financial condition, liquidity or results of operations.

During the year ended December 31, 2021, the industry experienced several significant catastrophe events, including European floods and Hurricane Ida, with our view of industry loss estimates of approximately \$14.0 billion and \$40.0 billion, respectively. These third quarter events had an adverse effect on our results and we incurred catastrophe losses, net of (re)insurance and reinstatement premiums, of \$233 million.

***We have exposure to potential terrorist acts that can materially and adversely affect our business, results of operations and/or financial condition.***

Given the reinsurance retention limits imposed under TRIA (as defined below) and its subsequent legislative extensions, and that some or many of our policies may not include a terrorism exclusion, future foreign or domestic terrorist attacks may result in losses that have a material adverse effect on our business, results of operations and/or financial condition.

On November 26, 2002, the President of the United States signed into law the Terrorism Risk Insurance Act of 2002 (“TRIA”), which was subsequently extended through December 31, 2027. Under TRIA, commercial insurers are required to offer insurance coverage against terrorist incidents and are reimbursed by the federal government under the Terrorism Risk

Insurance Program (“TRIP”) for paid claims, subject to deductible and retention amounts. TRIA, and its related rules, contain certain definitions, requirements and procedures for insurers filing claims with the Treasury for payment of the federal share of compensation for insured losses under TRIP. On June 29, 2004, the Treasury issued a final Claims Procedures Rule, effective July 31, 2004, as part of its implementation of Title I of TRIA. TRIA also contains specific provisions designed to manage litigation arising out of, or resulting from, a certified act of terrorism, and on July 28, 2004, the Treasury issued a final Litigation Management Rule for TRIA. The Claims Procedures Rule specifically addresses requirements for federal payment, submission of an initial notice of insured loss, loss certifications, timing and process for payment, associated recordkeeping requirements, as well as the Treasury’s audit and investigation authority. These procedures will apply to all insurers that wish to receive their payment of the federal share of compensation for insured losses under TRIA.

In the event coverage of terrorist acts cannot be excluded, we, in our capacity as a primary insurer, would have a significant gap in our own reinsurance protection with respect to potential losses as a result of any terrorist act. It is impossible to predict the occurrence of such events with statistical certainty and difficult to estimate the amount of loss per occurrence they will generate. If there is a future terrorist attack, the possibility exists that losses resulting from such event could prove to be material to our financial condition and results of operations. Terrorist acts may also cause multiple claims, and there is no assurance that our attempts to limit our liability through contractual policy provisions will be effective.

***Global climate change may have a material adverse effect on our business, operating results and financial condition.***

We have material exposures arising from our coverages for natural disasters and catastrophes. Changes in climate conditions have resulted in increased severity and frequency of weather-related natural disasters and catastrophes. For example, during the year ended December 31, 2021, the industry experienced several significant severe weather events, including the European floods and Hurricane Ida. In addition, rising sea levels are expected to add to the risks associated with coastal flooding in many geographical areas. We believe that these changes in climate conditions, when coupled with projected demographic trends in catastrophe-exposed regions, have increased the average economic value of expected losses, increased the number of people exposed per year to natural disasters and in general have exacerbated disaster risk, including risks to infrastructure, global supply chains and agricultural production. This could lead to higher overall losses that we may not be able to recoup, particularly in the current economic and competitive environment, and in light of higher (re)insurance costs. Over the long-term, global climate change could impair our ability to predict the costs associated with future weather events and could also give rise to new environmental liability claims in the energy, manufacturing and other industries we serve.

A substantial portion of our coverages may be adversely impacted by climate change, and we cannot assure you that our risk assessments and models accurately reflect environmental and climate related risks. Given the scientific uncertainty of predicting the effect of climate cycles and global climate change on the frequency and severity of natural catastrophes and the resulting lack of adequate predictive tools, we may be unable to adequately model the associated exposures and potential losses in connection with such catastrophes, which could have a material adverse effect on our business, operating results and financial condition. The frequency and severity of weather-related natural disasters and catastrophes and potential connections to climate change are currently being analyzed by the insurance industry.

***We are exposed to unpredictable casualty insurance risks that could adversely affect our results of operations and financial condition.***

We write insurance and reinsurance policies covering casualty risks. Casualty insurance generally covers the financial consequences of the legal liability of an individual or organization resulting from negligent acts causing bodily injury and/or property damage to a third party. Claims from such business can take years to develop and settle and can be subject to unanticipated claims and economic and social inflation. In addition, we could be adversely affected by proposals or enacted legislation to expand the scope of coverage under existing policies or extend the statute of limitations for certain casualty risks. For example, state legislatures across the U.S. are enacting reforms for claims of past childhood sexual abuse that previously were barred by statutes of limitations, resulting in the revival of old claims. These legislative developments may greatly expand the universe of claimants for which we may be liable. Accordingly, if our pricing and/or reserving assumptions are incorrect, higher than expected losses could materially adversely affect our financial condition, liquidity or results of operations.

***The property and casualty (re)insurance industry is highly cyclical, and we expect to continue to experience periods characterized by excess underwriting capacity and unfavorable premium rates.***

Historically, (re)insurers have experienced significant fluctuations in operating results due to competition, frequency of occurrence or severity of catastrophic events, levels of capacity, general economic conditions, including inflation, changes in equity, debt and other investment markets, changes in legislation, case law and prevailing concepts of liability and other

factors. In particular, demand for reinsurance is influenced significantly by the underwriting results of primary insurers and prevailing general economic conditions. The supply of (re)insurance is related to prevailing prices and levels of surplus capacity that, in turn, may fluctuate in response to changes in rates of return being realized in the (re)insurance industry on both the underwriting and investment sides.

As a result, the (re)insurance business historically has been a cyclical industry characterized by periods of intense price competition due to high levels of available underwriting capacity as well as periods when shortages of capacity have permitted favorable premium levels and changes in terms and conditions. The supply of available (re)insurance capital has increased over the past several years and may increase further, either as a result of capital provided by new entrants, alternative capital providers or by the commitment of additional capital or retention of risks by existing insurers or reinsurers.

Continued increases in the supply of (re)insurance may have consequences for us and for the (re)insurance industry generally, including fewer contracts written, lower premium rates, increased expenses for customer acquisition and retention, and less favorable policy terms and conditions. As a result, we may be unable to fully execute our (re)insurance strategy of selling lower-volatility business. The effects of cyclicalities could significantly and negatively affect our financial condition and results of operations and could limit their comparability from period to period and year over year.

***The effect of emerging claim and coverage issues on our business is uncertain and as a result, we may suffer losses from unfavorable outcomes from litigation and other legal proceedings.***

As industry practices and legal, judicial and regulatory conditions change, unexpected issues related to claims and coverage may emerge. Various provisions of our contracts, such as limitations or exclusions from coverage or choice of forum clauses, may be difficult to enforce in the manner we intend, due to, among other things, disputes relating to coverage and choice of legal forum. These issues may adversely affect our business by either extending coverage beyond the period that we intended or by increasing the number or size of claims. In some instances, these changes may not manifest themselves until many years after we have issued insurance or reinsurance contracts that are affected by these changes. As a result, we may not be able to ascertain the full extent of our liabilities under our insurance or reinsurance contracts for many years following the issuance of our contracts. The effects of unforeseen development or substantial legal, judicial and regulatory intervention could adversely impact our ability to achieve the intended outcome of our contracts.

In addition, in the ordinary course of business, SiriusPoint is subject to litigation and other legal proceedings as part of the claims process, the outcomes of which are uncertain. SiriusPoint maintains reserves for claims-related legal proceedings as part of its loss and loss adjustment expense reserves. Adverse outcomes are possible and could negatively impact SiriusPoint's financial condition.

Furthermore, as industry practices and legal, judicial, regulatory and other conditions change, unexpected issues related to claims and coverage may emerge. These issues may adversely affect SiriusPoint's results of operations and financial condition by either extending coverage beyond SiriusPoint's underwriting intent or by increasing the number and size of claims. In some instances, these changes may not become apparent until sometime after SiriusPoint has issued the affected insurance contracts. Examples of emerging claims and coverage issues include, but are not limited to:

- new theories of liability and disputes regarding medical causation with respect to certain diseases;
- assignment-of-benefits agreements, where rights of insurance claims and benefits of the insurance policy are transferred to third parties, and which can result in inflated repair costs and legal expenses to insurers and reinsurers;
- claims related to data security breaches, information system failures or cyber-attacks;
- claims related to blackouts caused by space weather; and
- claims related to business interruption due to the lockdowns announced by governments in connection with COVID-19.

Moreover, SiriusPoint cannot guarantee that a court or arbitration panel will enforce policy language or not issue a ruling adverse to SiriusPoint. In fact, this risk can be exacerbated by the increased willingness of some market participants to dispute insurance and reinsurance policy and contract provisions. This exposure may grow as SiriusPoint grows its "long tail" casualty business since claims can typically be made for many years after actual exposure to a risk. If SiriusPoint chooses to exclude such exposures, it could reduce the market's acceptance of SiriusPoint's products. SiriusPoint continually seeks to improve the effectiveness of its contractual provisions to address this exposure but may fail to mitigate such exposure nonetheless. Moreover, we may not be successful in incorporating our preferred contractual provisions into (re)insurance contracts given the competitiveness of the bidding process.

In addition, from time to time SiriusPoint is subject to legal proceedings that are not related to the claims process. In the event of an unfavorable outcome in one or more non-claims legal matters, SiriusPoint's ultimate liability may be in excess of amounts reserved and such additional amounts may be material to SiriusPoint's results of operations and financial condition. Furthermore, it is possible that these non-claims legal proceedings could result in unexpected outcomes that may materially impact SiriusPoint's business or operations.

***Recent or future U.S. federal or state legislation may impact the private markets and decrease the demand for our property (re)insurance products, which would adversely affect our business and results of operations.***

Legislation adversely impacting the private markets could be enacted on a state, regional or federal level. In the past, federal bills have been proposed in Congress which would, if enacted, create a federal reinsurance backstop or guarantee mechanism for catastrophic risks, including those we currently insure and reinsure in the private markets. These measures were not enacted by Congress; however, new bills to create a federal catastrophe reinsurance program to back up state insurance or reinsurance programs, or to establish other similar or analogous funding mechanisms or structures, may be introduced. We believe that such legislation, if enacted, could contribute to the growth, creation or alteration of state insurance entities in a manner that would be adverse to us and to market participants more generally. If enacted, bills of this nature would likely further erode the role of private market catastrophe reinsurers and could adversely impact our financial results, perhaps materially. Moreover, we believe that numerous modeled potential catastrophes could exceed the actual or politically acceptable bonded capacity of Citizens Property Insurance Corporation ("Citizens") and of the Florida Hurricane Catastrophe Fund ("FHCF"). This could lead to a severe dislocation or the necessity of federal intervention in the Florida market, either of which would adversely impact the private insurance and reinsurance industry.

From time to time, the state of Florida has enacted legislation altering the size and the terms and operations of the FHCF and the state sponsored insurer, Citizens, in ways that expanded the ability of Citizens to compete with private insurance companies and other companies that cede business to us, which reduced the role of the private insurance and reinsurance markets in Florida. We cannot assess the likelihood of other related legislation passing, or the precise impact on us, our clients or the market should any such legislation be adopted. Because we are a large provider of catastrophe-exposed coverage globally and in Florida, adverse legislation may have a greater adverse impact on us than it would on other reinsurance market participants. In addition, other states, particularly those with Atlantic or Gulf Coast exposures or seismic exposures (such as California), may enact new or expanded legislation that would diminish aggregate private market demand for our products.

***We are reliant on financial strength and creditworthiness ratings, and any downgrade or withdrawal of ratings and/or change in outlook may have a material adverse effect on our business, prospects, financial condition and results from operations.***

Third-party rating agencies assess and rate the financial strength, including claims-paying ability, of insurers and reinsurers. These ratings are based upon criteria established by the rating agencies and are subject to revision at any time at the sole discretion of the agencies. Some of the criteria relate to general economic conditions and other circumstances outside of the rated company's control. These financial strength ratings are used by policyholders, agents and brokers to assess the suitability of insurers and reinsurers as business counterparties and are an important factor in establishing the competitive position of insurance and reinsurance companies.

The maintenance of an "A-" or better financial strength rating from AM Best and/or S&P's is particularly important to the ability of SiriusPoint's operating insurance and reinsurance subsidiaries to bind property and casualty insurance and reinsurance business in most markets. In addition, general creditworthiness ratings are used by existing or potential investors to assess the likelihood of repayment on a particular debt issue. Accordingly, the maintenance of an investment grade creditworthiness rating (e.g., "BBB-" or better from S&P's or Fitch) is important to SiriusPoint's ability to raise new debt with acceptable terms. Strong creditworthiness ratings are important factors that provide better financial flexibility when issuing new debt or restructuring existing debt. A downgrade, withdrawal or negative watch/outlook of SiriusPoint's creditworthiness ratings could limit its ability to raise new debt or could make new debt costlier and/or result in more restrictive conditions.

We are the obligor of \$115.0 million in aggregate principal amount of 2015 Senior Notes. In certain circumstances, a downgrade of the rating assigned to the 2015 Senior Notes would result in an increase in the annual interest rate payable on the 2015 Senior Notes or, if a change of control of SiriusPoint has also occurred, an obligation for us to make an offer to repurchase the 2015 Senior Notes at a premium. Either of these outcomes could require use of cash that we might otherwise use in operating our business. In addition, we may not have sufficient funds to satisfy these obligations, which could result in an event of default under the indenture governing the 2015 Senior Notes. On November 2, 2020, the Company entered into a

three-year, \$300 million senior unsecured revolving credit facility (the “Facility”) with JPMorgan Chase Bank, N.A. as administrative agent. In certain circumstances, a downgrade of the rating assigned to the Facility would result in an increase in the annual interest rate payable on the Facility, which could require use of cash that we might otherwise use in operating our business. See “*Risks Relating to Our Business—Inability to service our indebtedness could adversely affect our liquidity and financial condition and could potentially result in a downgrade or withdrawal of our credit ratings, any of which could adversely affect our financial condition and results of operations.*”

Rating agencies periodically evaluate SiriusPoint and its operating (re)insurance companies to confirm that they continue to meet the criteria of the ratings previously assigned to them. A downgrade, withdrawal or negative watch/outlook of the financial strength rating of SiriusPoint's operating (re)insurance companies could severely limit or prevent SiriusPoint from writing new policies or renewing existing policies, which could have a material adverse effect on its results of operations and financial condition. Additionally, some of SiriusPoint's assumed reinsurance contracts contain optional cancellation, commutation and/or funding provisions that would be triggered if AM Best and/or S&P's were to downgrade below "A-" or withdraw the financial strength ratings of SiriusPoint's principal insurance and reinsurance operating subsidiaries. A downgrade may also require us to establish trusts or post letters of credit for ceding company clients. A client may choose to exercise these rights depending on, among other things, the reasons for such a downgrade, the extent of the downgrade, the prevailing market conditions, the degree of unexpired coverage, and the pricing and availability of replacement reinsurance coverage. SiriusPoint cannot predict in advance how many of its clients would actually exercise such rights in the event of such a downgrade or withdrawal, but widespread exercise of these options could be materially adverse.

The emergence of significant industry losses stemming from the COVID-19 pandemic may also cause the rating agencies to take a negative position on the insurance and reinsurance industry, which may lead to negative rating actions to some industry participants, including SiriusPoint.

Currently, SiriusPoint and its main subsidiaries have financial strength ratings of "A-" (Excellent) with a stable from AM Best, "A-" (Strong) with a negative outlook from S&P's, and "A-" (Strong) with a negative outlook from Fitch. Our ratings are subject to periodic review by these agencies and we can offer no assurances that our ratings will remain at their current levels or that any of our ratings outlooks will remain unchanged. If any of our ratings agencies downgraded our financial strength rating, it would have a material adverse effect on our business. In December 2021, S&P announced proposed changes to its rating methodologies. The proposed changes have not yet been finalized, so the net impact, if any, of the adoption of any revised methodology on our ratings cannot be reasonably estimated.

***A significant decrease in our capital or surplus would enable certain clients to terminate reinsurance agreements or to require additional collateral.***

Certain of our reinsurance contracts contain provisions that permit our clients to cancel the contract or require additional collateral in the event of a downgrade in our ratings below specified levels or a reduction of our capital or surplus below specified levels over the course of the agreement. Whether a client would exercise such cancellation rights would likely depend, among other things, on the reason the provision is triggered, the prevailing market conditions, the degree of unexpired coverage and the pricing and availability of replacement reinsurance coverage.

***We have significant foreign operations that expose us to certain additional risks, including foreign currency risks and legal, political and operational risk.***

Through our multinational reinsurance operations, we conduct business in a variety of non-U.S. currencies, the principal exposures being the Swedish Krona, British Pound Sterling, Euro, Canadian Dollar, Japanese Yen and Swiss Franc. As a result, a significant portion of our assets, liabilities, revenues and expenses are denominated in currencies other than the U.S. dollar and are therefore subject to foreign currency risk. Significant changes in foreign exchange rates may adversely affect our results of operations and financial condition.

Our foreign operations are also subject to legal, political and operational risks that may be greater than those present in the U.S. As a result, our operations at these foreign locations could be temporarily or permanently disrupted.

***We are dependent on key executives, the loss of whom could adversely affect our business.***

Our future success depends to a significant extent on the efforts of our senior management and our senior underwriting executives to implement our business strategy. We believe there are only a limited number of available and qualified executives with substantial experience in our industry. Accordingly, the loss of the services of one or more of the members of our senior management or other key personnel could delay or prevent us from fully implementing our business strategy and,

consequently, significantly and negatively affect our business. In addition, we have offices in various jurisdictions such as the U.S., Canada, Bermuda, Germany, Belgium, the U.K., Singapore, Sweden and Switzerland, many of which may have residency and other mandatory requirements that may affect our personnel. For example, our ability to hire in Bermuda is constrained by Bermuda law, which provides that non-Bermudians are not permitted to engage in any occupation in Bermuda without an approved work permit from the Bermuda Department of Immigration. If the Bermuda Department of Immigration, or any similar governing body in any of the jurisdictions in which we maintain offices, changes its current policies with respect to work permits resulting in our employees being unable to work in such jurisdictions, our operations could be disrupted and our financial performance could be adversely affected.

We do not currently maintain key man life insurance with respect to any of our senior management. If any member of senior management dies or becomes incapacitated, or leaves the company, for example, to pursue employment opportunities elsewhere, we would be solely responsible for locating an adequate replacement for such senior management and for bearing any related cost. To the extent that we are unable to locate an adequate replacement or are unable to do so within a reasonable period of time, our business may be significantly and negatively affected.

***Our business may experience labor disruptions resulting from, among other things, staffing, operational and COVID-19 related challenges, which could adversely affect our business and operational results.***

Our success depends, in large part, on our ability to attract and retain highly-skilled people. As a result of COVID-19 and the intense competition in our industry for employees with demonstrated ability, we may be unable to hire or retain such employees. For example, there is heightened competition for actuarial talent. In addition, we may experience higher than expected employee turnover and difficulty attracting new employees as a result of uncertainty from strategic actions and organizational and operational changes. Losing any of our key people also could have a material adverse effect on our operations given their skills, knowledge of our business, years of industry experience and the potential difficulty of promptly finding qualified replacement employees. Our business and operational results could be materially adversely affected if we are unsuccessful in attracting and retaining highly-skilled employees. For a further discussion, see “*Risks Relating to our Business—The COVID-19 pandemic has adversely affected our business. Epidemics, pandemics, and other public health threats, including the ongoing COVID-19 pandemic, could have a material adverse effect on SiriusPoint’s business, including our results of operations, financial position and/or liquidity, in a manner and to a degree that cannot be predicted.*”

***We may be adversely impacted by inflation.***

Steps taken by governments throughout the world in response to the COVID-19 pandemic, expansionary monetary policies and other factors have led to an inflationary environment. In operating our business, we are experiencing the effects of inflation, including increased labor and construction costs. Furthermore, our operations, like those of other insurers and reinsurers, are susceptible to the effects of inflation because premiums are established before the ultimate amounts of losses and loss expenses are known. Although we consider the potential effects of inflation when setting premium rates, premiums may not fully offset the effects of inflation and thereby essentially result in underpricing the risks we insure and reinsure. Loss reserves include assumptions about future payments for settlement of claims and claims-handling expenses, such as the value of replacing property, associated labor costs for the property business we write and litigation costs. To the extent inflation causes costs to increase above loss reserves established for claims, we will be required to increase loss reserves with a corresponding reduction in net income in the period in which the deficiency is identified, which may have a material adverse effect on our results of operations or financial condition. Unanticipated higher inflation could also lead to higher interest rates, which would negatively impact the value of our fixed income securities and potentially other investments.

***Our inability to provide collateral to certain counterparties on commercially acceptable terms as we grow could significantly and negatively affect our ability to implement our business strategy.***

Certain jurisdictions do not permit insurance companies to take statutory credit for reinsurance obtained from unlicensed or non-admitted insurers unless appropriate security measures are implemented. Consequently, certain clients require us to obtain a letter of credit or provide other collateral through funds withheld or trust arrangements. In connection with obtaining letter of credit facilities, we are typically required to provide customary collateral to the letter of credit provider in order to secure our obligations under the facility. Our ability to provide collateral, and the costs at which we provide collateral, is primarily dependent on the composition of our collateral assets.

Typically, both letters of credit and collateral trust agreements are collateralized with cash or fixed-income securities. Banks may be willing to accept our assets as collateral, but on terms that may be less favorable to us than reinsurance companies that invest solely or predominantly in fixed-income securities. The inability to renew, maintain or obtain letters of credit or to

source acceptable collateral for letters of credit or collateral trust agreements may significantly limit the amount of reinsurance we can write or require us to modify our investment strategy.

We expect to need additional collateral capacity as we grow, and if we are unable to renew, maintain or increase our collateral capacity or are unable to do so on commercially acceptable terms, such a development could significantly and negatively affect our ability to implement our business strategy.

***Our ability to pay dividends may be constrained by our holding company structure and certain regulatory and other factors.***

SiriusPoint is a holding company that conducts no reinsurance operations of its own. The majority of our reinsurance operations are conducted through our wholly-owned operating subsidiaries. Historically, our cash flows have typically consisted primarily of dividends and other permissible payments from our operating subsidiaries. SiriusPoint depends on such payments to receive funds to meet its obligations, including the payment of any dividends and other distributions to our shareholders and any payment obligations in respect of its outstanding indebtedness. See “*Risks Relating to Our Business—Inability to service our indebtedness could adversely affect our liquidity and financial condition and could potentially result in a downgrade or withdrawal of our credit ratings, any of which could adversely affect our financial condition and results of operations.*”

SiriusPoint is indirectly subject to Bermuda regulatory constraints placed on it by its operating subsidiary in Bermuda. This affects our ability to pay dividends and make other payments. Under the Insurance Act of 1978, as amended, and related regulations of Bermuda (the “Insurance Act”), SiriusPoint Bermuda, as a Class 4 insurer, is prohibited from declaring or paying a dividend if the relevant insurer is in breach of its minimum solvency margin (“MSM”), enhanced capital ratio or minimum liquidity ratio or if the declaration or payment of such dividend would cause such a breach. If SiriusPoint Bermuda, as a Class 4 insurer, fails to meet its MSM or minimum liquidity ratio on the last day of any financial year, it is prohibited from declaring or paying any dividends during the next financial year without the approval of the Bermuda Monetary Authority (“BMA”).

In addition, SiriusPoint Bermuda, as a Class 4 insurer, is prohibited from declaring or paying in any financial year dividends of more than 25% of its total statutory capital and surplus (as shown on its previous financial year’s statutory balance sheet) unless it files (at least seven days before payment of such dividends) with the BMA an affidavit signed by at least two directors (one of whom must be a Bermuda resident director if any of the insurer’s directors are resident in Bermuda) and the relevant insurer’s principal representative stating that the relevant insurer will continue to meet its solvency margin and minimum liquidity ratios.

In addition, under the Bermuda Companies Act 1981, as amended (the “Companies Act”), SiriusPoint and SiriusPoint Bermuda, as Bermuda companies, may not declare or pay a dividend if there are reasonable grounds for believing that the relevant Bermuda company is, or would after the payment be, unable to pay its liabilities as they become due or that the realizable value of its assets would thereby be less than its liabilities.

SiriusPoint Bermuda indirectly owns SiriusPoint International Insurance Corporation, SiriusPoint America Insurance Company and other insurance and reinsurance operating companies, each of which are limited in their ability to pay dividends by the insurance laws of their relevant jurisdictions as well.

***Inability to service our indebtedness could adversely affect our liquidity and financial condition and could potentially result in a downgrade or withdrawal of our credit ratings, any of which could adversely affect our financial condition and results of operations.***

As of December 31, 2021, our outstanding indebtedness includes \$406.0 million in 2016 Senior Notes, \$296.3 million in 2017 SEK Subordinated Notes and \$114.4 million in 2015 Senior Notes.

We are a holding company and, accordingly, conduct substantially all operations through our operating subsidiaries. As a result, our cash flow and our ability to service our debt depend in part upon the earnings of our operating subsidiaries and on the distribution of earnings, loans or other payments from such subsidiaries to us. See “*Risks Relating to Our Business—Our ability to pay dividends may be constrained by our holding company structure and certain regulatory and other factors.*”

Our operating subsidiaries are separate and distinct legal entities and have no obligation to pay any amounts due on our indebtedness, or to provide us with funds for our payment obligations, whether by dividends, distributions, loans or other payments. There can be no assurance that our operating subsidiaries will generate sufficient cash flow from operations, or

that future financing sources will be available to us in amounts sufficient to satisfy our obligations under our indebtedness, to refinance our indebtedness on acceptable terms or at all, or to fund our other business needs. In addition to being limited by the financial condition and operating requirements of such subsidiaries, any payment of dividends, distributions, loans or advances by our subsidiaries to us could be subject to statutory or contractual restrictions.

To the extent that we need funds but our subsidiaries are restricted from making such distributions under applicable law or regulation, or are otherwise unable to distribute funds, our liquidity and financial condition would be adversely affected and we would potentially be unable to satisfy our obligations under our existing or future indebtedness or any of our other obligations. If we cannot service our indebtedness, the implementation of our business strategy would be impeded, and we could be prevented from entering into transactions that would otherwise benefit our business.

Our right to receive any assets of any of our respective subsidiaries upon liquidation or reorganization of such subsidiaries, and therefore the rights of the holders of our indebtedness to participate in those assets, will be structurally subordinated to the claims of such subsidiary's creditors. In addition, even if we were a creditor of any of our respective subsidiaries, our rights as a creditor would be subordinate to any security interest in the assets of such subsidiaries and any indebtedness of such subsidiaries senior to that held by us. Our indebtedness would also be structurally subordinated to the rights of the holders of any preferred stock or shares issued by our subsidiaries, whether currently outstanding or issued hereafter. Moreover, the rights of shareholders of SiriusPoint to receive any assets of SiriusPoint upon liquidation or reorganization of SiriusPoint would be subordinate to all of the foregoing claims.

***Our indebtedness may limit cash flow available to invest in the ongoing needs of our business, and may otherwise place us at a competitive disadvantage compared to our competitors.***

We or our subsidiaries may in the future incur or guarantee additional indebtedness. The indentures governing the 2015 Senior Notes, 2017 SEK Subordinated Notes and 2016 Senior Notes do not limit the amount of additional indebtedness we may incur. Our debt combined with our other financial obligations and contractual commitments could have significant adverse consequences, including:

- requiring us to dedicate a substantial portion of cash flow from operations to the payment of interest on, and principal of, our debt and payment of other obligations and commitments, which will reduce the amounts available to fund working capital, the expansion of our business and other general corporate purposes;
- increasing our vulnerability to adverse changes in general economic, industry and market conditions, and exposing us to the risk of changing interest rates;
- obligating us to additional restrictive covenants that may reduce our ability to take certain corporate actions or obtain further debt or equity financing;
- making it more difficult for us to make payments on our existing or future obligations;
- limiting our flexibility in planning for, or reacting to, changes in our business and the industry in which we compete; and
- placing us at a competitive disadvantage compared to our competitors that have less debt or better debt servicing options.

In addition, a failure to comply with the covenants under our debt instruments could result in an event of default under those instruments. In the event of an acceleration of amounts due under our debt instruments as a result of an event of default, we may not have sufficient funds and may be unable to arrange for additional financing to repay our indebtedness, and the lenders could seek to enforce security interests in the collateral securing such indebtedness.

***We may not have the liquidity or ability to raise the funds necessary to pay the principal of or interest on our outstanding debt obligations.***

At maturity, the entire principal amount of our 2015 Senior Notes, 2016 Senior Notes, and 2017 SEK Subordinated Notes then outstanding, plus any accrued and unpaid interest, will become due and payable. We must pay interest in cash on the notes quarterly, or semi-annually as applicable. The amount of interest payable on the 2015 Senior Notes is subject to increase from time to time in the event of a downgrade of the rating assigned to the 2015 Senior Notes or in connection with certain other events. In addition, upon the occurrence of a change of control triggering event described in the indenture governing the 2015 Senior Notes, unless we have exercised our right to redeem such notes in accordance with their terms, each holder of 2015 Senior Notes will have the right to require us to repurchase all or any part of such holder's 2015 Senior Notes for a payment in cash described in the indenture governing the 2015 Senior Notes.

We may not have enough available cash or be able to obtain sufficient financing at the time we are required to make these payments. Furthermore, our ability to make these payments may be limited by law, by regulatory authority or by agreements governing our indebtedness. Our failure to pay interest when due, if uncured for 30 days, or our failure to pay the principal amount when due, will constitute an event of default under the indentures governing the 2015 Senior Notes, 2016 Senior Notes and the 2017 SEK Subordinated Notes. A default under the indentures could also lead to a default under agreements governing our indebtedness. If the repayment of that indebtedness is accelerated as a result, then we may not have sufficient funds to repay that indebtedness or to pay the principal of, or interest on the 2015 Senior Notes, 2016 Senior Notes and the 2017 SEK Subordinated Notes.

***We may need additional capital in the future in order to operate our business, and such capital may not be available to us or may not be available to us on acceptable terms. Furthermore, additional capital raising could dilute your ownership interest in the Company and may cause the value of your shares to decline.***

We may need to raise additional capital in the future through offerings of debt or equity securities or otherwise to:

- fund liquidity needs caused by underwriting or investment losses or for acquisitions or other strategic initiatives;
- replace capital lost in the event of significant (re)insurance losses or adverse reserve developments;
- satisfy letters of credit, guarantee bond requirements or other capital requirements that may be imposed by our clients or by regulators;
- fund our informational technology transformation projects and other strategic initiatives;
- meet rating agency or regulatory capital requirements; or
- respond to competitive pressures.

Additional capital may not be available on terms favorable to us, or at all. Further, any additional capital raised through the sale of equity could dilute your ownership interest in the Company and may cause the price of your shares to decline. Additional capital raised through the issuance of debt may result in creditors having rights, preferences and privileges senior or otherwise superior to those of the holders of our shares.

***We depend on our clients' evaluations of the risks associated with their insurance underwriting, which may subject us to reinsurance losses.***

In most of our quota share reinsurance business we do not separately evaluate each of the original individual risks assumed under these reinsurance contracts. We instead evaluate the underwriting processes and environment at the ceding companies we work with to assess the risks associated with their portfolios. Therefore, we are dependent on the original underwriting decisions made by ceding companies. We are subject to the risk that the clients may not have adequately evaluated the insured risks and that the premiums ceded may not adequately compensate us for the risks we assume. We also do not separately evaluate each of the individual claims made on the underlying insurance contracts. Therefore, we are dependent on the original claims decisions made by our clients. We are subject to the risk that the client may pay invalid claims, which could result in reinsurance losses for us.

***The involvement of reinsurance brokers subjects us to their credit risk and the inability to obtain business provided from brokers could adversely affect our business strategy and results of operations.***

We market our reinsurance worldwide primarily through reinsurance brokers. Affiliates of several brokers have also co-sponsored the formation of Bermuda reinsurance companies that may compete with us, and these brokers may favor their own reinsurers over other companies. Loss of all or a substantial portion of the business provided by one or more of significant reinsurance brokers could have a material adverse effect on our business.

In accordance with industry practice, we frequently pay amounts owed on claims under our policies to reinsurance brokers and, to a lesser extent, MGAs that, in turn, remit these amounts to the ceding companies that have reinsured a portion of their liabilities with us. In the event a broker or MGA fails to make such a payment, depending on the jurisdiction, we may remain liable to the client for the deficiency. Conversely, in certain jurisdictions, when the client pays premiums for policies to reinsurance brokers or MGAs for payment to us, these premiums are considered to have been paid and the client will no longer be liable to us for these premiums, whether or not we have actually received them. Intermediaries generally are less capitalized than the businesses we reinsure and therefore may be unable to pay their debts when due. Consequently, we assume a degree of credit risk associated with reinsurance brokers around the world.

***We may be unable to purchase reinsurance for the liabilities we reinsure, and if we successfully purchase such reinsurance, we may be unable to collect, which could adversely affect our business, financial condition and results of operations.***

We have purchased, and may continue to purchase, retrocessional coverage in order to mitigate the effect of a potential concentration of losses upon our financial condition. While we are selective in regard to our reinsurers, placing reinsurance with those reinsurers with strong financial strength ratings from AM Best, S&P or a combination thereof, the financial condition of a reinsurer may change based on market conditions. The insolvency or inability or refusal of a reinsurer to make payments under the terms of its agreement with us could have an adverse effect on us because we remain liable to our client. From time to time, market conditions have limited, and in some cases have prevented, reinsurers from obtaining the types and amounts of retrocession that they consider adequate for their business needs. Accordingly, we may not be able to obtain our desired amounts of retrocessional coverage or negotiate terms that we deem appropriate or acceptable or obtain retrocession from entities with satisfactory creditworthiness. Our failure to establish adequate retrocessional arrangements or the failure of our retrocessional arrangements to protect us from overly concentrated risk exposure could significantly and negatively affect our business, financial condition and results of operations.

In addition, due to factors such as the price or availability of reinsurance coverage, we sometimes decide to increase the amount of risk retained by purchasing less reinsurance or no reinsurance for a particular geographical region. Such determinations have the effect of increasing our financial exposure to losses associated with such risks and, in the event of significant losses associated with a given risk, could have a material adverse effect on our financial condition and results of operations.

***We face risks arising from any strategic transactions such as acquisitions, dispositions, investments, mergers or joint ventures or entry into new lines of business.***

We pursue strategic transactions from time to time, including acquisitions or dispositions of businesses or assets. Any strategic transactions could be significant and could have a material adverse impact on our reputation, business, results of operation or financial condition. We face a number of risks arising from these types of transactions, including financial, accounting, tax and regulatory challenges; difficulties with integration, business retention, execution of strategy, unforeseen liabilities or market conditions; and other managerial or operating risks and challenges. Divestitures subject us to risks such as failure to obtain appropriate value, post-closing claims being levied against us and disruption to our other businesses during the negotiation or execution process or thereafter. Our acquisitions or Strategic Investments may underperform relative to the price paid or resources committed by us; we may not achieve anticipated cost savings; or we may otherwise be adversely affected by transaction-related charges. These risks and difficulties may prevent us or delay us from realizing the expected benefits from the strategic transactions we enter into.

Through our acquisitions or Strategic Investments, we may also assume unknown or undisclosed business, operational, tax, regulatory and other liabilities and be subject to reputational concerns, fail to properly assess known contingent liabilities, or assume businesses with internal control deficiencies or regulatory compliance issues. Risk-mitigating provisions that we put in place in the course of negotiating and executing these transactions, such as due diligence efforts and indemnification provisions, may not be sufficient to fully address these liabilities and contingencies. As our Strategic Investments are generally illiquid and we are subject to transfer restrictions in relation to those investments, we may be unable to sell our interests in those investments at the desired time or to find a buyer for our interests, and therefore, we are at risk of highly variable returns on investments and substantial or total loss in relation to those investments.

***We may incur losses as we execute on our strategy to develop and grow our relationships with MGAs.***

As part of our strategic transformation, we intend to develop, invest in and incubate MGAs. Such plans may involve additional investments in, or acquisitions of, MGAs and the development of businesses through new or existing subsidiaries and partnerships. While we believe our partnerships with MGAs will facilitate in the distribution of our insurance products and services, we may also have increased exposure to additional risks, such as cyber and crypto currency. In addition, the investments in these MGAs may result in increased equity concentration in an early-stage MGAs that carries a high degree of uncertainty of success. In some cases, we may provide reinsurance to these MGAs. No assurance can be given that we will be able to successfully incubate and develop or generate any earnings from these partnerships.

It is not possible at this time to fully predict the future prospects or other characteristics of such businesses. Moreover, many of the MGAs we are investing in are early-stage companies that carry higher operating expenses and a higher degree of uncertainty. Our investments in MGAs are illiquid, and we are subject to transfer restrictions in relation to those investments. We may be unable to sell our interests in those investments at the desired time or to find a buyer for our interests, and

therefore, we are at risk of highly variable returns on investments and substantial or total loss in relation to those investments. Although we intend to conduct business, financial and legal due diligence in connection with the evaluation of any future investment opportunities, there can be no assurance our due diligence investigations will identify every matter that could have a material adverse effect on us. Efforts to pursue certain investment opportunities may be unsuccessful or require significant financial or other resources, which could have a negative impact on our operating results and financial condition.

***We face risks associated with delegating authority to third party managing general agents (“MGAs”) to secure (re)insurance policies on our behalf. Failure to oversee and manage these MGAs could result in a concentration of risk in certain overlapping areas and/or result in significant losses which could have an adverse effect on our business, financial condition, and operating results.***

We have and may continue to enter into arrangements with MGAs to secure (re)insurance policies on our behalf. Pursuant to these arrangements, we grant MGAs delegated authority to underwrite risks on our behalf. While we perform due diligence prior to entering into these arrangements, if we do not perform the appropriate level of due diligence or if we fail to confirm that the MGA has adequate knowledge of the underwriting process and relevant regulations, we could face significant losses, which could have an adverse effect on our business, financial condition and operating results. In addition, the (re) insurance business written by some of the MGAs we partner with is inherently uncertain because these MGAs are typically early-stage ventures which may lack historical data, are growing rapidly and may represent new products, markets or technologies. As a result, we may face significant losses if we do not properly address the risks, including but not limited to the initial reserving and pricing of the business produced by the MGAs.

In addition, if we fail to provide appropriate continued oversight over the MGAs we partner with or fail to recognize accumulation, aggregation or concentration risks, we could face significant underwriting losses. As agents on our behalf, MGAs must comply with all applicable laws and regulations, including but not limited to economic and trade sanctions, anti-bribery and anti-corruption laws and anti-money laundering laws. Failure of MGAs to comply with laws related to financial crimes or other company guidelines, could result in regulatory actions against us, cause us to be subject to violation of economic and trade sanctions resulting in reputational harm and/or subject us to civil and criminal penalties, including the loss of our insurance licenses. The loss of our ability to be licensed in a jurisdiction, the damage to our commercial reputation and/or the payment of civil and/or criminal penalties could result in a material adverse effect on our business, financial condition and/or operating results.

***Damage to our reputation could have a material adverse effect on our business, financial condition and operating results.***

We provide a broad range of products and services related to a wide range of subjects. Our ability to attract and retain business is highly dependent upon the external perceptions of our level of service, trustworthiness, business practices, financial condition and other subjective qualities. Negative perceptions or publicity regarding these matters or others could erode trust and confidence and damage our reputation among existing and potential customers and other important relationships, which could make it difficult for us to attract new business or retain existing relationships. Negative public opinion could also result from actual or alleged conduct by us or those currently or formerly associated with us. Damage to our reputation could affect the confidence of our customers, rating agencies, regulators, shareholders, employees and third parties in transactions that are important to our business, therefore adversely affecting our business, financial condition and operating results.

***Increasing scrutiny and changing expectations from third parties with respect to our environmental, social and governance (“ESG”) practices may impose additional costs on us or expose us to new or additional risks.***

There is increased focus, including from governmental organizations, regulators, investors, employees, clients and business partners, on ESG issues such as environmental stewardship, climate change, diversity and inclusion, racial justice and workplace conduct. Negative public perception, adverse publicity or negative comments in social media could damage our reputation if we do not, or are not perceived to, adequately address these issues. Any harm to our reputation could impact employee engagement and retention and the willingness of clients and our partners to do business with us.

Moreover, as we work to align with the recommendations of the Financial Stability Board's Task Force on Climate-related Financial Disclosures (TCFD) and our own ESG assessments and priorities, we expect to expand our public disclosures in these areas, including disclosing additional metrics. Any failure to set appropriate metrics or achieve progress on our metrics on a timely basis, or at all, may negatively impact our reputation and our business.

In addition, organizations that provide information to investors on corporate governance and related matters have developed ratings processes for evaluating companies on their approach to ESG matters, and unfavorable ratings of our company or our industries may lead to negative investor sentiment and the diversion of investment to other companies or industries.

#### **Risks Relating to Our Investment Strategy**

***We have concentrated exposure in funds and accounts managed by Third Point LLC whose investment strategy may bear substantial investment risks.***

The risks associated with Third Point LLC's investment strategy may be substantially greater than the risks associated with traditional fixed-income investment strategies employed by many reinsurers with whom we compete. Third Point LLC makes investments globally, in both developed and emerging markets, in all sectors, and in equity, credit, commodity, currency, option and other instruments.

For example, the portion of our investment portfolio managed by Third Point LLC may from time to time include investments in mortgage-backed securities and other asset-backed securities. Our investment portfolio may include investments in securities of issuers based outside the United States, including emerging markets, which may be riskier than securities of U.S. issuers. U.S. and global economic downturns could harm the performance of our investment portfolio, and as a result our liquidity, financial condition and our share price.

In managing our investment portfolio, our asset managers may trade on margin and use other forms of financial leverage, which could potentially adversely affect our revenues. The use of hedging and derivative transactions in executing trades for our account may not be successful, which could materially adversely affect the performance of our investment portfolio and our investment results. Derivative transactions and investment activities involving leverage or financing can give rise to counterparty and liquidity risks. If our risk management systems are ineffective, our investment portfolio may be exposed to material unanticipated losses. Investing in special situation and distressed investments may subject our investment portfolio to increased risks, including incurring additional legal or other expenses. Increased regulation or scrutiny of alternative investment advisers and certain trading methods such as short selling may affect our asset managers' ability to manage our investment portfolio or adversely affect our business reputation.

Our investment portfolio has included, and may in the future include, some concentrated equity positions from time to time. Our investment portfolio could be subject to significant losses if it holds a relatively large position in a single issuer, industry, market or a particular type of investment that declines in value, and the losses could increase even further if the investments cannot be liquidated without adverse market reaction or are otherwise adversely affected by changes in market conditions or circumstances, especially in instances where the underlying investments are of a high degree of price volatility. Service by our or our asset manager's representatives on boards and committees may also place trading restrictions on our investments. As our investment portfolio may not be widely diversified at times, it may be subject to more rapid changes in value than would be the case if its investment portfolio were required to maintain a wide diversification among companies, securities and types of securities.

***We do not control Third Point LLC, who invests and manages our capital accounts, and we have restrictions on our ability to withdraw our capital accounts.***

Under our investment account structure, we do not have control over the funds and accounts that Third Point LLC manages on our behalf. We do not control the allocation and performance of our investment portfolio managed by Third Point LLC, and its performance depends on the ability of its investment manager to select and manage appropriate investments. However, management of our investment portfolio is overseen by our Chief Investment Officer and is subject to compliance with our Investment Guidelines and Risk Management Guidelines.

Our investment arrangements with Third Point LLC is set to expire on March 31, 2026, subject to automatic renewal for successive one-year terms. Under our investment agreements with Third Point, we may withdraw our capital accounts in full at the end of the initial term, and each anniversary of such date.

We have recently negotiated additional rights to withdraw funds from our accounts and funds managed by Third Point, though those withdrawal rights are subject to certain limitations. We have the right to withdraw significant funds from TPE over time in accordance with a withdrawal schedule agreed with Third Point, and reinvest those funds into a newly established TP Optimized Credit portfolio (the "TPOC Portfolio") or other Third Point strategies (collectively, "TPE Withdrawn Amounts").

Pursuant to the Fourth Amended and Restated Exempted Limited Partnership Agreement of TPE with Third Point Advisors LLC and the other parties thereto (the “2022 LPA”), the Company also has the rights to withdraw funds from TPE upon the occurrence of certain events specified in the 2022 LPA, including, within 120 days following the occurrence of a Cause Event (as defined in the 2022 LPA), to prevent a negative credit rating action, to satisfy the Company’s risk management guidelines, due to underperformance of TPE relative to investment funds managed by third-party managers and pursuing the same or substantially similar investment strategy as TPE for two or more consecutive calendar years, or a Key Person Event (as defined in the 2022 LPA), subject to certain limitations on such withdrawals as specified in the 2022 LPA.

Under the Investment Management Agreement for TPE (the “IMA”), we may withdraw net profits from the TPOC portfolio or any amounts invested that were not withdrawn from TPE, in each case as of any month-end. We will have also the right to withdraw funds from the TPOC Portfolio upon the occurrence of similar events specified in the 2022 LPA, subject to certain limitations on such withdrawals as specified in the IMA.

***Conflicts of interest among Third Point LLC and its principals and SiriusPoint may adversely affect us; potential conflicts of interest may also arise or exist due to the compensation arrangements and other aspects of our investment arrangements with Third Point LLC and its affiliates.***

Neither Third Point LLC nor its principals, including Daniel S. Loeb, who is one of our shareholders, are obligated to devote any specific amount of time, effort or investment opportunities to our investments. Affiliates of Third Point LLC manage, and are expected to continue to manage, other client accounts, some of which have objectives similar to ours, including collective investment vehicles managed by Third Point LLC’s affiliates and in which Third Point LLC or its affiliates may have an equity interest. Third Point LLC’s interest and the interests of its affiliates, may at times conflict with our interests, which may potentially adversely affect our investment opportunities and returns.

Josh Targoff, who serves on our Board, also serves as a partner, Chief Operating Officer and General Counsel to Third Point LLC. This service to both companies may create, or may create the appearance of, conflicts of interest.

TP GP, Third Point LLC and their respective affiliates may engage in other business ventures and investment opportunities that may not be allocated equitably among us and such other business ventures. The 2022 LPA and IMA include various protections to manage conflicts between the Company and Third Point LLC, its affiliates and other funds and accounts managed by Third Point, including in relation to allocation of investments and expenses. However, these safeguards may not be sufficient to entirely mitigate these conflicts of interest.

The 2022 LPA provides for the following two forms of compensation to be paid to Third Point LLC and TP GP:

- Third Point LLC is entitled to a monthly management fee equal to 1.25% of the investment in TP Enhanced Fund (determined as of the beginning of the month before the accrual of the performance allocation) multiplied by an exposure multiplier; and
- TP GP is entitled to performance compensation equal to 20% of net profits, subject to the management fee and a loss carryforward provision.

While the performance compensation arrangement provides that losses will be carried forward as an offset against net profits in subsequent periods, Third Point LLC generally will not otherwise be penalized for realized losses or decreases in the value of TP Enhanced Fund’s portfolio. These performance compensation arrangements may create an incentive for Third Point LLC as TP Enhanced Fund’s investment manager to engage in transactions that focus on the potential for short-term gains rather than long-term growth or that are particularly risky or speculative.

The IMA provides for the following two forms of compensation to be paid to Third Point LLC and TP GP:

- Third Point LLC is entitled to a monthly management fee equal to one twelfth of 0.50% (0.50% per annum) of the TPOC Portfolio, net of any expenses; and
- TP GP is entitled to performance compensation amount equal to 15% of outperformance over the benchmark in respect of each sub-account.

Upon the earlier of the termination of the IMA or end of the initial term, the final incentive fee payable to Third Point will be determined as percentage between 15% and 30% (depending on the cumulative outperformance of TPOC over the term of the IMA) to ensure that the total amount of the incentive fee actually paid reflects the incentive fee payable based on the cumulative outperformance of the TPOC Portfolio during the investment period. Third Point LLC may invest in certain securities with limited liquidity or no public market. This lack of liquidity may adversely affect the ability of Third Point LLC to execute trade orders at desired prices. To the extent that Third Point LLC invests our investable assets in securities or instruments for which market quotations or other independent pricing sources are not readily available, under the terms of the 2022 LPA the valuation of such securities and instruments for purposes of compensation to Third Point LLC will be determined by Third Point LLC in accordance with its valuation policy, whose determination, subject to audit verification, will be conclusive and binding in the absence of bad faith or manifest error. Because the investment guidelines give Third Point LLC the power to determine the value of securities with no readily discernible market value, and because the calculation of Third Point LLC's fee is based on the value of the investment account, a conflict of interest may exist or arise.

Under the 2022 IMA, the valuation of assets comprising the TPOC Portfolio will be determined by the Company. However, if the Company and Third Point have different valuations in relation to any fiscal period, the valuation shall be determined as the midpoint between the range of valuations determined by the Company and a third party valuation agent mutually agreed between the parties. Therefore, the Company has greater control over valuation of assets in the TPOC Portfolio than TPE.

***The SiriusPoint investment portfolio may suffer reduced returns or losses, which could adversely affect our results of operations and financial condition. Adverse changes in interest rates, foreign currency exchange rates, equity markets, debt markets or market volatility, as well as idiosyncratic risks of concentrated positions could result in significant losses to the fair value of our investment portfolio.***

SiriusPoint's investment portfolio is overseen in accordance with the investment policy and guidelines approved by the Investment Committee of the SiriusPoint board of directors. As of December 31, 2021, SiriusPoint's investment portfolio consisted of fixed maturity investments, short-term investments, equity securities, convertibles, other long-term investments, including hedge funds, private equity funds, and direct private equity investments, and related party investments in TP Enhanced Fund and TP Venture Fund.

Both SiriusPoint's investment income and the fair market value of its investment portfolio are affected by general economic and market conditions, including fluctuations in interest rates, foreign currency exchange rates, debt market levels, equity market levels and market volatility. Our investment performance may also be affected by idiosyncratic factors for concentrated strategic and financial investment positions.

Interest rates are highly sensitive to many factors, including governmental monetary policies, domestic and international economic and political conditions and other factors. In particular, a significant increase in interest rates could result in significant losses in the fair value of our investment portfolio. In addition, certain fixed-income securities, such as mortgage-backed and asset backed securities, carry prepayment risk or, in a rising interest rate environment, may not pre-pay as quickly as expected. Conversely, in a low interest rate environment, SiriusPoint may be forced to reinvest proceeds from investments that have matured or have been prepaid or sold at lower yields, which will reduce investment returns.

Our investment portfolio is also exposed to investment credit risk, which is the risk that the value of certain investments may decrease due to a deterioration in the financial condition, operating performance or business prospects of, or the liquidity available to, one or more issuers of those securities or, in the case of mortgage-backed and other asset-backed securities, due to the deterioration of the loans or other assets that underlie the securities. Mortgage-backed securities are particularly sensitive to changes in U.S. economic conditions, including deterioration of the U.S. housing or commercial real estate market and unemployment, among other factors.

Our investment portfolio is also exposed to changes in equity markets. A significant decline in the equity markets, such as that experienced from September 2008 to March 2009, could have a material adverse effect on SiriusPoint's results of operations and financial condition.

Since a portion of SiriusPoint's investment portfolio is invested in securities denominated in currencies other than the U.S. dollar, the value of our investment portfolio is sensitive to changes in foreign currency rates. SiriusPoint's investment portfolio is also exposed to changes in the volatility levels of various investment markets. The underlying conditions prompting such changes are outside of SiriusPoint's control and could adversely affect the value of investments and results of operations and financial condition.

***LIBOR is being discontinued as a floating rate benchmark, though not all aspects of the discontinuation are certain; the discontinuation has affected and will continue to affect financial markets generally and may also affect our financial position and investments specifically.***

As a result of longstanding regulatory initiatives, the UK Financial Conduct Authority (“FCA”) announced in 2017 that it will stop the publication of LIBOR as a reference rate by the end of 2021 or mid-2023. The date of discontinuation will vary depending on the LIBOR currency and tenor. U.S. regulators have been encouraging banks to transition away from LIBOR to alternative reference rates before the end of 2021 to facilitate an orderly LIBOR transition.

Financial markets, particularly the trading market for LIBOR-based obligations, may be adversely affected by the discontinuation of LIBOR, the remaining uncertainties regarding its discontinuation, the alternative reference rates that will be used when LIBOR is discontinued (including SOFR) and other reforms related to LIBOR. There is no assurance that SOFR, as modified by an applicable spread adjustment, will be the economic equivalent of U.S. dollar LIBOR. SOFR-based rates will differ from U.S. dollar LIBOR, and the differences may be material.

SiriusPoint holds a large amount of LIBOR-based investments and is party to agreements that provide for payments determined by reference to LIBOR, and expects to continue these investments and agreements. Many of these investments and agreements are expected to reset or otherwise transition from LIBOR to an alternative reference rate pursuant to fallback provisions. There is no assurance that any alternative reference rate, or any investment’s particular transition to such rate, will result in comparable returns. Accordingly, the transition from LIBOR to SOFR (or another reference rate) across all of our related investments and agreements could adversely affect our returns, which in turn would adversely impact our operating results.

***We face risks associated with joint ventures and investments in which we share ownership or management with third parties.***

We have and may continue to enter into joint ventures and make Strategic Investments in which we share ownership or management with third parties. In many instances, we will not have control over governance, financial reporting, operations, legal and regulatory compliance or other matters relating to such joint ventures or entities. As a result, we may face certain operating, financial, legal and regulatory compliance and other risks relating to these joint ventures and Strategic Investments, including risks related to the financial strength of other investors; the willingness of other investors to provide adequate funding for the venture; differing goals, strategies, priorities or objectives between us and other investors; our inability to unilaterally implement actions, policies or procedures with respect to the venture that we believe are favorable; legal and regulatory compliance risks relating to actions of the joint venture, Strategic Investment, or other investors; the risk that the actions of other investors could damage our brand image and reputation; and the risk that we will be unable to resolve disputes with other investors. As a result, joint ventures, franchises and investments in which we share ownership or management subject us to risk and may contribute significantly less than anticipated to our earnings and cash flows. In addition to providing investment capital to these joint ventures and Strategic Investments, we may also provide underwriting capacity to these businesses on terms that we would not generally offer to the general market. Therefore, our losses from or related to these investments may significantly exceed our invested capital.

Our investment strategy includes investing in newly formed venture growth stage companies with limited or no operating history, so the risk of loss from our investments and underwriting capacity may be substantially higher than if we invested in or underwrote established businesses with proven business models and management teams. The revenues, income (or losses), and projected financial performance and valuations of venture growth stage companies can and often do fluctuate suddenly and dramatically. Our target venture growth stage companies may be geographically concentrated and are therefore highly susceptible to materially negative local, political, natural and economic events. In addition, high growth industries are generally characterized by abrupt business cycles and intense competition. Overcapacity in high growth industries, together with cyclical economic downturns and insurance industry cycles, may result in substantial decreases in the value of many venture growth stage companies and/or their ability to meet their current and projected financial performance to service our debt. Furthermore, venture growth stage companies also typically rely on venture capital and private equity investors, or initial public offerings, or sales for additional capital. To the extent that our strategic partners are unable to secure additional capital funding from us or third parties, they may be unable to fund their continued growth and development or their ongoing operations, which could have a material adverse impact on our investments in those businesses.

## **Risks Relating to Insurance and Other Regulations**

### ***The regulatory framework under which SiriusPoint operates and potential changes thereto could have a material adverse effect on its business.***

SiriusPoint's activities are subject to extensive regulation under the laws and regulations of the U.S., the U.K., Bermuda, Sweden and the EU and its member states and the other jurisdictions in which SiriusPoint operates.

SiriusPoint's operations in each of these jurisdictions are subject to varying degrees of regulation and supervision. The laws and regulations of the jurisdictions in which SiriusPoint's insurance and reinsurance subsidiaries are domiciled require, among other things, that these subsidiaries maintain minimum levels of statutory capital, surplus and liquidity, meet solvency standards, submit to periodic examinations of their financial condition and restrict payments of dividends, distributions and reductions of capital in certain circumstances. Statutes, regulations and policies to which SiriusPoint's insurance and reinsurance subsidiaries are subject may also restrict the ability of these subsidiaries to write insurance and reinsurance policies, make certain investments and distribute funds.

SiriusPoint devotes a significant amount of time and resources to complying with various regulatory requirements imposed in Bermuda, Sweden, the U.S., the EU and the U.K. and various other jurisdictions around the globe. There remains significant uncertainty as to the impact that these various regulations and legislation will have on SiriusPoint. Such impacts could include constraints on SiriusPoint's ability to move capital between subsidiaries or requirements that additional capital be provided to subsidiaries in certain jurisdictions, which may adversely impact SiriusPoint's profitability. In addition, while SiriusPoint currently has excess capital and surplus under applicable capital adequacy requirements, such requirements or similar regulations, in their current form or as they may be amended in the future, may have a material adverse effect on SiriusPoint's business, financial condition or results of operations.

SiriusPoint's insurance and reinsurance operating subsidiaries may not be able to maintain necessary licenses, permits, authorizations or accreditations in territories where SiriusPoint is currently engaged in business or obtain them in new territories, or may be able to do so only at significant cost. In addition, SiriusPoint may not be able to comply fully with, or obtain appropriate exemptions from, the wide variety of laws and regulations applicable to insurance or reinsurance companies or holding companies. In addition to insurance and financial industry regulations, SiriusPoint's activities are also subject to relevant economic and trade sanctions, anti-money laundering regulations, privacy laws, and anti-corruption laws including the U.S. Foreign Corrupt Practices Act, U.K. Bribery Act 2010 and the Bermuda Bribery Act 2016, which may increase the costs of regulatory compliance, limit or restrict SiriusPoint's ability to do business or engage in certain regulated activities, or subject SiriusPoint to the possibility of regulatory actions or proceedings.

From time to time, various laws and regulations are proposed for application to the U.S. insurance industry, some of which could adversely affect the results of reinsurers and insurers. Additionally, the NAIC has been responsible for establishing certain regulatory and corporate governance requirements, which are intended to result in a group-wide supervision focus and include the Model Insurance Holding Company System Regulatory Act and the Insurance Holding Company System Model Regulation, the Requirements for ERM Report within the Annual Holding Company Registration (i.e., Form F), the Supervisory College, the Risk Management and ORSA Model, the CGAD and the Revisions to Annual Financial Reporting Model Regulation to expand the corporate audit function to provide reasonable assurance of the effectiveness of enterprise risk management, internal controls, and corporate governance. We are unable to predict the potential effect, if any, such legislative or regulatory developments may have on our future operations or financial condition.

In addition to the complexity of the laws and regulations themselves, the development of new laws and regulations or changes in application or interpretation of current laws and regulators or conflict between them also increases our legal and regulatory compliance complexity. There can be no assurance that SiriusPoint, its employees, or its agents acting on SiriusPoint's behalf are in full compliance with all applicable laws and regulations or their interpretation by the relevant authorities and, given the complex nature of the risks, it may not always be possible for SiriusPoint to ascertain compliance with such laws and regulations.

Failure to comply with or to obtain appropriate authorizations and/or exemptions under any applicable laws or regulations, including those referred to above, could subject SiriusPoint to investigations, criminal sanctions or civil remedies, including fines, injunctions, loss of an operating license, reputational consequences, and other sanctions, all of which could have a material adverse effect on SiriusPoint's business. Also, changes in the laws or regulations to which SiriusPoint is subject could have a material adverse effect on its business. In addition, in most jurisdictions, government and regulatory authorities have the power to interpret or amend applicable laws and regulations, and have discretion to grant, renew or revoke licenses

and approvals SiriusPoint needs to conduct its activities. Such governmental and regulatory authorities may require SiriusPoint to incur substantial costs in order to comply with such laws and regulations.

***We face risks related to changes in Bermuda law and regulations, and the political environment in Bermuda.***

SiriusPoint is incorporated in Bermuda and certain of our operating companies are domiciled in Bermuda. Therefore, our exposure to potential changes in Bermuda law and regulations that may have an adverse impact on our operations, such as the imposition of tax liability, increased regulatory supervision or changes in regulation, could have a material adverse effect on our business. The Bermuda insurance and reinsurance regulatory framework recently has become subject to increased scrutiny in many jurisdictions, including in the U.S. and in various states within the U.S. SiriusPoint is unable to predict the impact of such scrutiny on its operations.

In addition, SiriusPoint may be impacted by changes in the political environment in Bermuda, which could make it difficult to operate in, or attract talent to, Bermuda. Bermuda is a small jurisdiction and may be disadvantaged in participating in global or cross border regulatory matters as compared with larger jurisdictions such as the U.S. or the leading EU countries. Bermuda, which is an overseas territory of the United Kingdom, may consider changes to its relationship with the United Kingdom in the future. A change to Bermuda's regulatory or political environment could have an adverse effect on the international reinsurance market focused there which could, in turn, have a material adverse impact on SiriusPoint.

***We are subject to the risk of becoming an investment company under U.S. federal securities law.***

The Investment Company Act of 1940, as amended (the "Investment Company Act"), regulates certain companies that invest in or trade securities. We rely on an exception under the Investment Company Act that is available to a company organized and regulated as a foreign insurance company which is engaged primarily and predominantly in the reinsurance of risks on insurance agreements. The law in this area has not been well developed and there is a lack of guidance as to the meaning of "primarily and predominantly" under the relevant exception under the Investment Company Act. For example, there is no standard for the amount of premiums that need be written relative to the level of a company's capital in order to qualify for the exception. If this exception were deemed inapplicable to us, we would have to seek to register under the Investment Company Act as an investment company, which, under the Investment Company Act, would require an order from the SEC. Our inability to obtain such an order could have a significant adverse impact on our business.

Assuming that we were permitted to register as an investment company, registered investment companies are subject to extensive, restrictive and potentially adverse regulation relating to, among other things, operating methods, management, capital structure, our ability to raise additional debt and equity securities or issue stock options or warrants (which could impact our ability to compensate key employees), financial leverage, dividends, board of director composition and transactions with affiliates. Accordingly, if we were required to register as an investment company, we would not be able to operate our business as it is currently conducted, nor would we be permitted to have many of the relationships that we have with our affiliated companies. Accordingly, we likely would not be permitted to engage Third Point LLC as the investment manager of our Collateral Asset Account or other investment accounts, unless we obtained the board and shareholder approvals required under the Investment Company Act. Our ability to engage in transactions with Third Point LLC or its affiliates would likely also be significantly restricted. If Third Point LLC were not our investment manager, we would potentially be required to liquidate our Collateral Asset Account and we would seek to identify and retain another investment manager with a similar investment philosophy. Pursuant to the 2022 LPA, other than in certain specified circumstances, we cannot engage another investment manager without Third Point LLC's consent. If we could not identify or retain such an advisor, we would be required to make substantial modifications to our investment strategy. Any such changes to our investment strategy could significantly and negatively impact our investment results, financial condition and our ability to implement our business strategy.

If at any time it were established that we had been operating as an investment company in violation of the Investment Company Act, there would be a risk, among other material adverse consequences, that we could become subject to monetary penalties or injunctive relief, or both, that we could be unable to enforce contracts with third parties or that third parties could seek to obtain rescission of transactions undertaken during the period in which it was established that we were an unregistered investment company. If, subsequently, we were not permitted or were unable to register as an investment company, it is likely that we would be forced to cease operations.

To the extent that the laws and regulations change in the future so that contracts we write are deemed not to be reinsurance contracts, we will be at greater risk of not qualifying for the Investment Company Act exception. Additionally, it is possible that our classification as an investment company would result in the suspension or revocation of our reinsurance license.

***Risks associated with changes in U.S. healthcare legislation could negatively affect our accident and health business.***

We derive revenues from, among other things, the provision of accident and health premiums in the U.S., that is, providing insurance to institutions that participate in the U.S. healthcare delivery infrastructure. Changes in U.S. healthcare legislation, specifically the Patient Protection and Affordable Care Act of 2010 (the "Healthcare Act") (and legislative reforms related thereto), have made significant changes to the regulation of health insurance including, but not limited to, the healthcare delivery system, the healthcare cost reimbursement structure in the U.S. and the rate of growth of health care costs in the U.S. and may negatively affect our accident and health business. In addition, we may be subject to regulations, guidance or determinations emanating from the various regulatory authorities authorized under the Healthcare Act.

***The effects of, and uncertainty regarding, the U.K.'s withdrawal from the European Union could negatively impact SiriusPoint's investment portfolio, business and results of operations.***

On January 31, 2020, the U.K. withdrew from the EU, referred to as "Brexit." The U.K. entered into a withdrawal agreement resulting in a transition period until December 31, 2020 during which the trading relationship between the U.K. and the EU remained the same. The impact of the withdrawal on the U.K. and European economies and the broader global economy could be significant, resulting in negative impacts, such as increased volatility and illiquidity, and potentially lower economic growth on markets in the U.K., Europe and globally, which may negatively impact the value of SiriusPoint's investment portfolio, business and results of operations. Lloyd's has established a European subsidiary company in Brussels through which Lloyd's syndicates will have access to the EU single market and although Lloyd's has previously given assurance that the European subsidiary company will not result in increased costs above the marginal costs which have already been incurred, the European regulators have asked that Lloyd's syndicates update the operating model when writing European business through the Lloyd's European Subsidiary based in Brussels in order to remain compliant with European regulatory requirements post Brexit, which may lead to increased costs and administrative burden. SiriusPoint International has applied to U.K. regulators to establish a Third Country Branch to enable it to continue to operate in the U.K. The approval for the branch is expected to be secured by the end of the first quarter in 2022. Until such approval is confirmed, the U.K. branch continues to operate under the temporary permissions regime. This will add an additional regulatory burden on the U.K. branch as it will fall under the direct supervision of not only the Swedish regulators, but also that of the U.K. regulators.

***Our reinsurance subsidiaries are subject to minimum capital and surplus requirements, and our failure to meet these requirements could subject us to regulatory action.***

In 2008, the BMA introduced risk-based capital standards for insurance companies as a tool to assist the BMA both in measuring risk and in determining appropriate levels of capitalization. The amended Bermuda insurance statutes and regulations pursuant to the risk-based supervisory approach required additional filings by insurers to be made to the BMA. The required statutory capital and surplus of our Bermuda-based operating subsidiaries increased under the Bermuda Solvency Capital Requirement model. While our subsidiaries, as they currently operate, currently have excess capital and surplus under these new requirements, there can be no assurance that such requirements or similar regulations, in their current form or as may be amended in the future, will not have a material adverse effect on our business, financial condition or results of operations. Any failure to meet applicable requirements or minimum statutory capital requirements could subject us to further examination or corrective action by regulators, including restrictions on dividend payments, limitations on our writing of additional business or engaging in finance activities, supervision or liquidation. Further, any changes in existing risk based capital requirements or minimum statutory capital requirements may require us to increase our statutory capital levels, which we might be unable to do.

***Bermuda insurance laws regarding the change of control of insurance companies may limit the acquisition of our shares and the voting rights of certain shareholders.***

Under Bermuda law, for so long as we have an insurance subsidiary registered under the Insurance Act, the BMA may at any time, by written notice, object to a person holding 10% or more of our common shares if it appears to the BMA that the person is not or is no longer fit and proper to be such a holder. In such a case, the BMA may require the shareholder to reduce its holding of our common shares and direct, among other things, that such shareholder's voting rights attaching to the common shares shall not be exercisable. A person who does not comply with such a notice or direction from the BMA will be guilty of an offense. This may discourage potential acquisition proposals and may delay, deter or prevent a change of control of our company, including through transactions, and in particular unsolicited transactions, that some or all of our shareholders might consider to be desirable.

## **Risks Relating to Taxation**

In addition to the risk factors discussed below, we advise you to read “Certain Tax Considerations” and to consult your own tax advisor regarding the tax consequences to you of your investment in our shares.

***We have significant deferred tax assets, which may become devalued if either SiriusPoint does not generate sufficient future taxable income or applicable corporate tax rates are reduced (or applicable tax laws otherwise change).***

Utilization of most deferred tax assets is dependent on generating sufficient future taxable income in the appropriate jurisdiction and/or entity. If it is determined that it is more likely than not that sufficient future taxable income will not be generated, we would be required to increase applicable valuation allowance(s). Most of our deferred tax assets are determined by reference to applicable corporate income tax rates, in particular in the U.S., Luxembourg and Sweden. Accordingly, in the event of new legislation that reduces any such corporate income tax rates, the carrying value of certain deferred tax assets would decrease. A material devaluation in the Company’s deferred tax assets due to either insufficient taxable income or lower corporate income tax rates would have an adverse effect on SiriusPoint’s results of operations and financial condition.

In 2016 and early 2021, one of our legacy U.S. subgroups with legacy tax attributes experienced an “ownership change” for purposes of Section 382 of the Internal Revenue Code of 1986, as amended (the “Code”), which is defined as an increase in the percentage of ownership (by value) of one or more “5-percent shareholders” (as defined in the Code) by more than 50% over the lowest percentage owned by such shareholders at any time during the prior three years (calculated on a rolling basis). As a result, such U.S. subgroup is subject to annual limitations on its tax loss and credit carryforwards based on the equity value of the subgroup immediately before each ownership change, multiplied by an IRS-published rate. We have taken into account the application of Section 382 in evaluating the recoverability of our net deferred tax assets in the U.S. In the event the U.S. subgroup experiences another ownership change in the future, the Section 382 limitation would apply on top of the pre-existing Section 382 limitations.

***Certain of our non-U.S. entities may become subject to United States federal income taxation.***

We believe that our activities, as currently conducted and as contemplated, will not cause our non-U.S. entities to be treated as engaging in a United States trade or business and consequently will not cause us to be subject to current United States federal income taxation on our net income (except for specific subsidiaries due to their respective operating models). Because there are no definitive standards provided by the Code, regulations or other relevant authority as to the specific activities that constitute being engaged in the conduct of a trade or business within the United States, and as any such determination is essentially factual in nature and must be made annually, we cannot assure you that the United States Internal Revenue Service (the “IRS”) will not successfully assert that we are engaged in a trade or business in the United States or, if applicable under the income tax treaty between the U.S. and Bermuda (the “Bermuda Treaty”), engaged in a trade or business in the United States through a permanent establishment, and thus are subject to current United States federal income taxation. If one of our non-U.S. entities were deemed to be engaged in a trade or business in the United States (and, if applicable under the Bermuda Treaty, were deemed to be so engaged through a permanent establishment), it would become subject to United States federal income tax on its net income “effectively connected” (or treated as effectively connected) with the U.S. trade or business, and could be subject to the “branch profits” tax on its after tax earnings and profits that are both effectively connected with the U.S. trade or business and deemed repatriated out of the United States. Any such federal tax liability could materially and adversely affect our results of operations and financial condition.

We could also become subject to income tax in one or more countries, including the United States, as a result of our activities, adverse developments or changes in law, contrary conclusions by the relevant tax authorities or other causes. The imposition of any of these income taxes could materially and adversely affect our results of operations and financial condition.

***Certain of our intragroup transactions could become subject to the U.S. Base Erosion and Anti-Abuse Minimum Tax (“BEAT”), which could have a material adverse impact on operating results and make it difficult to forecast our effective tax rate.***

Introduced by the 2017 Tax Cuts and Jobs Act, BEAT is essentially an additional tax that can apply to certain otherwise deductible payments made by U.S. entities to non-U.S. affiliates (“base erosion payments”), including cross-border reinsurance premiums paid or ceded. The statutory BEAT rate is 10% through 2025, and then rises to 12.5% in 2026 and thereafter. Consistent with accounting guidance, the Company will treat BEAT as an in-period tax charge when incurred in future periods for which no deferred taxes need to be provided.

Under the BEAT statute and Treasury regulations issued thereunder, a U.S. taxpayer may qualify for certain exemptions from BEAT based on its historical gross receipts or base erosion payments being below specified thresholds. The availability of the latter exemption depends on the total amounts of base erosion payments and U.S. tax deductions for the current tax year, which is not yet known. Currently, legislative proposals include specific provisions that would amend the BEAT provisions. One of these proposed amendments, if enacted, would eliminate one or more exemptions of limitations. While we intend to operate in a manner that limits our exposure to BEAT, uncertainty remains and we cannot assure you that we will not be subject to material amounts of BEAT in the future.

***Intragroup distributions and other payments of cash or other assets could become subject to incremental income or withholding taxes.***

The Company has capital and liquidity in many of its subsidiaries, some of which may reflect undistributed earnings. If such capital or liquidity were to be paid or distributed to the Company or to one of its intermediary subsidiaries as dividends or otherwise, they may be subject to withholding tax by the source country and/or income tax by the recipient country. The Company generally intends to operate, and manage its capital and liquidity, in a tax-efficient manner. However, the applicable tax laws in relevant countries are still evolving, including in connection with guidance and proposals from the OECD. Accordingly, such payments or distributions may be subject to income or withholding tax in jurisdictions where they are not currently taxed or at higher rates of tax than currently taxed, and the applicable tax authorities could attempt to apply income or withholding tax to past earnings or payments.

***If we were treated as a passive foreign investment company ("PFIC") for U.S. federal income tax purposes, our U.S. shareholders would be subject to adverse tax consequences.***

PFIC status of the Company would subject a U.S. shareholder to tax on distributions from the Company in advance of when tax would otherwise be imposed, in which case the shareholder's investment in the Company could be materially adversely affected. In addition, if we were considered a PFIC, upon the death of any U.S. individual owning shares, such individual's heirs or estate would not be entitled to a "step-up" in the basis of the shares that might otherwise be available under U.S. federal income tax laws. A U.S. shareholder may avoid some of the adverse tax consequences of owning an equity interest in a PFIC by making a qualified electing fund ("QEF") election. Such an electing U.S. shareholder is likely to recognize income in a taxable year in amounts significantly greater than the distributions received from the Company, if any. In the event we are classified as a PFIC in the future, we strongly encourage our shareholders to consult with their own tax advisors with regard to any available tax elections.

We will be treated as a PFIC for U.S. federal income tax purposes in any taxable year for which either (i) at least 75% of our gross income consists of certain types of "passive income" or (ii) at least 50% of the average value of our assets produce, or are held for the production of, passive income. Passive income includes dividends, interest, rents and royalties. For these purposes, if we own (directly or indirectly) at least 25% (by value) of the stock of another corporation, for purposes of determining whether we are a PFIC, we are treated as holding the proportionate share of the assets of such other corporation, and as receiving directly the proportionate share of the income of such other corporation. Under a specific exception, passive income does not include income derived in the active conduct of an insurance business by a qualifying insurance corporation. Whether an insurance company is a qualifying insurance corporation is determined based on an asset to liability test. The test requires the insurance company to have applicable insurance liabilities in excess of 25% of its total assets as reported on the company's financial statements. In January 2021, the Treasury and IRS issued final and proposed regulations providing guidance on the active insurance business exception, including the 25% test and calculation of income that is not treated as passive. The proposed regulations are not effective until adopted in final form. The IRS requested comments on several aspects of the proposed regulations. It is uncertain when the proposed regulations will be finalized, and whether and how the provisions of any final or temporary regulations will vary from proposed regulations.

Based on our assets, income, applicable financial statements and activities, including those of our subsidiaries engaged in the active conduct of an insurance business, we do not expect that we will be treated as a PFIC in 2022. However, this conclusion is not free from doubt and the IRS could take a contrary position. While we expect that our insurance subsidiaries will qualify for the active insurance income exception for qualified insurance corporations, in light of pending regulations and in the absence of other detailed guidance, there can be no assurance that our insurance subsidiaries will meet the requirements for this exception. Moreover, PFIC classification is a factual determination made annually, and even if we are not a PFIC in 2022, we could become a PFIC in later years. Accordingly, we cannot assure you that we will not be treated as a PFIC for 2022 or for any future year.

***If we were treated as a controlled foreign corporation (“CFC”) with respect to a U.S. shareholder or we were subject to the rules for related person insurance income (“RPII”), certain U.S. shareholders (including tax-exempts) could become subject to adverse tax consequences.***

A CFC for U.S. federal income tax purposes is any foreign corporation if, on any day of the taxable year, 10% U.S. shareholders own (directly, indirectly through foreign entities or by attribution by application of certain constructive ownership rules) more than 50% (25% in the case of certain insurance companies) of the total combined voting power of all classes of that corporation's voting shares, or more than 50% (25% in the case of certain insurance companies) of the total value of all the corporation's shares. If we were a CFC, each 10% U.S. shareholder must annually include in its income its pro rata share of our "subpart F income," and "global intangible low-taxed income" ("GILTI") even if no distributions are made.

If, with respect to any of our non-U.S. insurance subsidiaries, (i) 20% or more of the gross income in any taxable year is attributable to insurance or reinsurance policies of which the direct or indirect insureds are direct or indirect U.S. shareholders of SiriusPoint (regardless of the number of shares owned by those shareholders) or persons related to such U.S. shareholders and (ii) direct or indirect insureds, whether or not U.S. persons, and persons related to such insureds own directly or indirectly 20% or more of the voting power or value of our shares, U.S. shareholders would most likely be required to include their allocable share of the RPII of the applicable subsidiary for the taxable year in its income, even if no distributions are made. Proposed Treasury regulations published in January 2022 would aggregate all U.S. shareholders for purposes of the 50% ownership test above, which would have the effect of significantly increasing the likelihood that such U.S. shareholders would be subject to RPII. These proposed regulations also address the RPII treatment of certain cross-insurance arrangements and pass-through entities. Especially in light of these proposed regulations, there is no assurance that a direct or indirect U.S. shareholder will not be required to include amounts in its income in respect of RPII in any taxable year.

In addition, subpart F insurance income will be allocated to a tax-exempt organization owning (or treated as owning) our shares if we are a CFC as discussed above and it is a 10% U.S. shareholder or we earn related person insurance income and the exceptions described above do not apply. We cannot assure you that United States persons holding our shares (directly or indirectly) will not be allocated subpart F insurance income. United States tax-exempt organizations should consult their own tax advisors regarding the risk of recognizing unrelated business taxable income as a result of the ownership of our shares.

***We may become subject to U.S. withholding and information reporting requirements under the Foreign Account Tax Compliance Act (“FATCA”) provisions.***

The Hiring Incentives to Restore Employment Act provides that a 30% withholding tax will be imposed on certain payments of U.S. source income and certain payments of proceeds from the sale of property that could give rise to U.S. source interest or dividends unless we and certain of our non-U.S. subsidiaries enter into an agreement with the IRS to disclose the name, address and taxpayer identification number of certain U.S. persons that own, directly or indirectly, an interest in the Company as well as certain other information relating to any such interest. The IRS has released final and proposed regulations and other guidance that provide for the phased implementation of the foregoing withholding and reporting requirements. On December 19, 2013, the U.S. Department of the Treasury signed a Model 2 non-reciprocal intergovernmental agreement (the "Model 2 IGA") with Bermuda. The Model 2 IGA modifies the foregoing requirements but generally requires similar information to be disclosed to the IRS. Although we will attempt to satisfy any obligations imposed on it to avoid the imposition of this withholding tax, no assurance can be given that we will be able to satisfy these obligations. If we or any of our subsidiaries were to become subject to a withholding tax as a result of FATCA, the return of all shareholders may be materially adversely affected.

***New tax laws and regulations, along with changes in existing tax laws and regulations, are continuously being proposed and enacted; more specifically, the OECD and the Biden administration have published proposals that, if or when enacted, could result in higher taxation of the Company.***

The tax laws and interpretations thereof regarding whether a company is engaged in a United States trade or business, is a CFC, has related party insurance income or is a PFIC are subject to change, possibly on a retroactive basis. Certain regulations regarding the application of the PFIC rules to an insurance company and regarding related party insurance income are in proposed form. New regulations or pronouncements interpreting or clarifying such rules may be forthcoming from the IRS. We are not able to predict if, when or in what form such guidance will be provided and whether such guidance will have a retroactive effect.

Since 2017, the 141 member countries of the G20/OECD Inclusive Framework on BEPS have developed a two-pillar approach to address the tax challenges arising from the digitalization of the economy. “Pillar One” addresses nexus and profit allocation challenges, while “Pillar Two” addresses perceived base erosion. In December 2021, the OECD published two

model rules implementing a 15% global minimum tax: first, an income inclusion rule (“IIR”), which imposes “top-up” tax on a parent entity in respect of the low-taxed income of a subsidiary, and second, an “undertaxed payments” rule, which denies deductions or requires an equivalent adjustment to the extent the low-tax income of an affiliate is not subject to tax under an IIR. The OECD is expected to publish detailed commentaries on these model rules in 2022, with implementation by member countries of the model rules in 2023 or 2024.

The Biden administration has also proposed various tax reform measures including an increase in the U.S. corporate tax rate from 21% to 28%, a new 15% minimum tax on “book” income, an increase in the GILTI rate, and replacement of BEAT with a version of the OECD’s undertaxed payment rule.

According to the OECD, Bermuda is a jurisdiction that has substantially implemented the internationally agreed tax standard and as such is listed on the OECD “white list”. Relatedly, in 2020, Bermuda was removed from the list of non-cooperative jurisdictions maintained by the Council of European Union. Nonetheless, these classifications are subject to change, especially considering the OECD’s other initiatives including the global minimum tax. Accordingly, we are unable to predict whether any changes will be made to these classifications or whether any such changes in classification or in tax law would subject us or our Bermuda entities to new or additional taxes in the future.

As a result of changes in applicable tax law emanating from the developments discussed above (or other future developments), our earnings could become subject to increased income tax, or intercompany payments or transactions could become subject to additional tax, in jurisdictions where they are not currently taxed or at higher rates of tax than currently taxed. The applicable tax authorities could also attempt to apply such taxes to past earnings and payments. Any such additional taxes could materially increase our effective tax rate and adversely affect our financial position and results of operations. Also, new tax or information reporting laws may increase the complexity and costs associated with tax compliance.

***Our operations may be affected by the introduction of EU mandatory disclosure rules under DAC 6.***

On June 25, 2018, the new mandatory disclosure rules (MDRs) for qualifying intermediaries and relevant taxpayers entered into force in the EU. In short, under EU Council Directive 2018/822 (commonly referred to as “DAC 6”), as of July 1, 2020, EU-based intermediaries or, in some cases, taxpayers, are required to disclose to their tax authorities information on certain reportable cross-border arrangements within 30 days from a defined reporting trigger. The scope of the arrangements and conditions which may trigger disclosure is very wide, and not limited to aggressive tax planning or indeed (for certain of the conditions) to arrangements which have any tax motive. Although first disclosures were not required until August 2020, the rules will apply retrospectively to any arrangements put in place or made available for implementation on or after June 25, 2018. The obligation to file disclosures under DAC 6 will fall on persons acting as intermediaries, which in many cases may require our advisers and other service providers to file disclosures relating to arrangements we are party to, in the first instance.

We intend to operate in compliance with DAC 6 mandatory disclosure rules. Maintaining compliance is likely to entail some cost to us, and any inadvertent failure to comply with our obligations may lead to fines and penalties, which would have an adverse effect on our results. Our shareholders and their respective intermediaries could also be subject to certain disclosure obligations in relation to their investment in us, and should seek guidance from their own advisers in respect of the potential application of the EU DAC 6 to them.

**Risks Relating to Our Common Shares**

***Future sales of shares by existing shareholders could cause our share price to decline, even if our business is performing well.***

A substantial amount of our common shares are held by a small number of holders, and sales of our common shares by those holders in the public market could occur at any time, subject to the applicable volume, manner of sale and other limitations of Rule 144. In addition, certain of our significant shareholders may distribute shares that they hold to their investors who themselves may then sell into the public market. These sales, or the perception that these sales could occur, could cause the market price of our common shares to decline. Also, as our common shares are thinly traded, our stock price may be more sensitive to price changes than stocks that are more widely traded.

Certain existing holders of our common shares also have registration rights, subject to some conditions, to require us to file registration statements covering the sale of their shares or to include their shares in registration statements that we may file

for ourselves or other shareholders in the future. In the event that we register the common shares for the holders of registration rights, they can be freely sold in the public market at any time.

As of December 31, 2021, approximately 30 million common shares were reserved for issuance under our current share incentive plans and in connection with restricted share award agreements entered into between us and certain of our employees and directors. In addition, as of December 31, 2021, there were share options outstanding (subject to vesting) for approximately 7 million common shares. We have registered on a Form S-8 registration statement these shares and all common shares that we may in future issue under our equity compensation plans. As a result, these shares can be freely sold in the public market upon issuance, subject to certain limitations applicable to affiliates.

In the future, we may issue additional common shares or other equity or debt securities convertible into common shares in connection with a financing, acquisition, litigation settlement, compensation arrangement or otherwise. Any of these issuances could result in substantial dilution to our existing shareholders and could cause the trading price of our common shares to decline.

***Only one industry analyst covers our Company and the publication of negative research or reports or the failure to publish reports about our business, could impact our share price and our trading volume could decline.***

The trading market for our common shares is influenced by the research and reports that industry or securities analysts publish about us, our business and our market. Currently, only one industry analyst covers the Company. The limited number of analysts covering our Company impacts our share price and the trading volume of our shares. If this analyst ceases coverage of us or fails to regularly publish reports on us, we could lose visibility in the financial markets which in turn could cause our share price or trading volume to decline.

***If the ownership of our common shares continues to be concentrated, it could prevent you and other shareholders from influencing significant corporate decisions.***

As of December 31, 2021, CM Bermuda Ltd. (“CM Bermuda”), Daniel S. Loeb and affiliates associated with Mr. Loeb (collectively, the “Loeb Entities”) and BlackRock, Inc. beneficially own approximately 37.9%, 7.6% and 7.1% of our issued and outstanding common shares, respectively, after giving effect to the issuance of warrants and options representing the right to purchase 38,210,850 common shares. Pursuant to the Investor Rights Agreement, between the Company and CM Bermuda, dated as of February 26, 2021 (the “CMB Investor Rights Agreement”), CM Bermuda and its affiliates’ voting power in the Company is capped at 9.9%, in accordance with the terms described in the CMB Investor Rights Agreement and our Bye-laws. As a result of the concentration of ownership, CM Bermuda, the Loeb Entities and BlackRock, Inc. could exercise influence over matters requiring shareholder approval, including approval of significant corporate transactions, which may reduce the market price of our common shares.

The interests of the shareholders specified above may conflict with the interests of our other shareholders.

***We do not intend to pay dividends on our common shares and, consequently, your ability to achieve a return on your investment will depend on appreciation in the price of our common shares.***

We do not intend to declare and pay dividends on our share capital for the foreseeable future. We currently intend to invest our future earnings, if any, to fund our growth. Therefore, you are not likely to receive any dividends on your common shares for the foreseeable future and the success of an investment in our common shares will depend upon any future appreciation in their value. There is no guarantee that our common shares will appreciate in value or even maintain the price at which our shareholders have purchased their shares.

***We may repurchase our common shares without our shareholders’ consent.***

Under our bye-laws and subject to Bermuda law, we have the option, but not the obligation, to require a shareholder to sell to us at fair market value the minimum number of common shares that is necessary to avoid or cure any adverse tax consequences or materially adverse legal or regulatory treatment to us, our subsidiaries or our shareholders if our Board of Directors reasonably determines, in good faith, that failure to exercise our option would result in such adverse consequences or treatment.

***Holders of our shares may have difficulty effecting service of process on us or enforcing judgments against us in the United States.***

We are incorporated pursuant to the laws of Bermuda and our business is based in Bermuda. In addition, certain of our directors and officers reside outside the United States, and all or a substantial portion of our assets are located in jurisdictions outside the United States. As such, we have been advised that there is doubt as to whether:

- a holder of our shares would be able to enforce, in the courts of Bermuda, judgments of United States courts against persons who reside in Bermuda based upon the civil liability provisions of the United States federal securities laws;
- a holder of our shares would be able to enforce, in the courts of Bermuda, judgments of United States courts based upon the civil liability provisions of the United States federal securities laws;
- a holder of our shares would be able to bring an original action in the Bermuda courts to enforce liabilities against us or our directors and officers who reside outside the United States based solely upon United States federal securities laws.

Further, we have been advised that there is no treaty in effect between the United States and Bermuda providing for the enforcement of judgments of United States courts, and there are grounds upon which Bermuda courts may not enforce judgments of United States courts. Because judgments of United States courts are not automatically enforceable in Bermuda, it may be difficult for you to recover against us based upon such judgments.

***U.S. persons who own our shares may have more difficulty in protecting their interests than U.S. persons who are shareholders of a U.S. corporation.***

The Companies Act, which applies to us, differs in certain material respects from laws generally applicable to U.S. corporations and their shareholders. Set forth below is a summary of certain significant provisions of the Companies Act and our bye-laws which differ in certain respects from provisions of Delaware corporate law. Because the following statements are summaries, they do not discuss all aspects of Bermuda law that may be relevant to us and our shareholders.

*Interested Directors:* Bermuda law provides that we cannot void any transaction we enter into in which a director has an interest, nor can such director be liable to us for any profit realized pursuant to such transaction, provided the nature of the interest is disclosed at the first opportunity at a meeting of directors, or in writing, to the directors. Under Delaware law such transaction would not be voidable if:

- the material facts as to such interested director's relationship or interests were disclosed or were known to the Board of Directors and the Board of Directors had in good faith authorized the transaction by the affirmative vote of a majority of the disinterested directors;
- such material facts were disclosed or were known to the shareholders entitled to vote on such transaction and the transaction were specifically approved in good faith by vote of the majority of shares entitled to vote thereon; or
- the transaction were fair as to the corporation as of the time it was authorized, approved or ratified. Under Delaware law, the interested director could be held liable for a transaction in which the director derived an improper personal benefit.

*Business Combinations with Large Shareholders or Affiliates:* As a Bermuda company, business combinations with large shareholders or affiliates, including mergers, asset sales and other transactions, do not require prior approval from the Board of Directors or from shareholders. Delaware corporations, however, need prior approval from the Board of Directors or a super-majority of shareholders to enter into a business combination with an interested shareholder for a period of three years from the time the person became an interested shareholder, unless we opted out of the relevant Delaware statute. Our bye-laws include a provision restricting business combinations with interested shareholders consistent with the corresponding Delaware statute.

*Shareholders' Suits:* The rights of shareholders under Bermuda law are not as extensive as the rights of shareholders in many United States jurisdictions. Class actions and derivative actions are generally not available to shareholders under the laws of Bermuda. However, the Bermuda courts ordinarily would be expected to follow English case law precedent, which would permit a shareholder to commence an action in the name of the company to remedy a wrong done to the company where an act is alleged to be beyond the corporate power of the company, is illegal or would result in the violation of our memorandum of association or bye-laws. Furthermore, a court would consider acts that are alleged to constitute a fraud against the minority shareholders or where an act requires the approval of a greater percentage of our shareholders than actually approved it. The winning party in such an action generally would be able to recover a portion of attorneys' fees incurred in connection with such action. Our bye-laws provide that shareholders waive all claims or rights of action that they might have, individually or

in the right of the company, against any director or officer for any act or failure to act in the performance of such director's or officer's duties, except with respect to any fraud or dishonesty of such director or officer. Class actions and derivative actions generally are available to shareholders under Delaware law for, among other things, breach of fiduciary duty, corporate waste and actions not taken in accordance with applicable law. In such actions, the court has discretion to permit the winning party to recover attorneys' fees incurred in connection with such action.

*Indemnification of Directors and Officers:* We have entered into indemnification agreements with our directors and officers. The indemnification agreements provide that we will indemnify our directors or officers or any person appointed to any committee by the Board of Directors acting in their capacity as such in relation to any of our affairs for any loss arising or liability attaching to them by virtue of any rule of law in respect of any negligence, default, breach of duty or breach of trust of which such person may be guilty in relation to the company other than in respect of his own fraud or dishonesty. Under Delaware law, a corporation may indemnify a director or officer of the corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in defense of an action, suit or proceeding by reason of such position if such director or officer acted in good faith and in a manner he or she reasonably believed to be in or not be opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, such director or officer had no reasonable cause to believe his or her conduct was unlawful.

***Provisions in our bye-laws may reduce or increase the voting rights of our shares.***

In general, and except as provided under our bye-laws and as described below, the common shareholders have one vote for each common share held by them and are entitled to vote, on a non-cumulative basis, at all meetings of shareholders. However, if, and so long as, the shares of a shareholder are treated as "controlled shares" (as determined pursuant to sections 957 and 958 of the Code of any United States person that owns shares directly or indirectly through non-U.S. entities) and such controlled shares constitute 9.5% or more of the votes conferred by our issued shares, the voting rights with respect to the controlled shares owned by such United States person will be limited, in the aggregate, to a voting power of less than 9.5%, under a formula specified in our bye-laws. The formula is applied repeatedly until the voting power of all 9.5% U.S. shareholders has been reduced to less than 9.5%. In addition, our Board of Directors may limit a shareholder's voting rights when it deems it appropriate to do so to (i) avoid the existence of any 9.5% U.S. shareholder; and (ii) avoid certain material adverse tax, legal or regulatory consequences to us, any of our subsidiaries or any direct or indirect shareholder or its affiliates. "Controlled shares" include, among other things, all shares that a United States person is deemed to own directly, indirectly or constructively (within the meaning of section 958 of the Code). The amount of any reduction of votes that occurs by operation of the above limitations will generally be reallocated proportionately among our other shareholders whose shares were not "controlled shares" of the 9.5% U.S. shareholder so long as such reallocation does not cause any person to become a 9.5% U.S. shareholder.

Our bye-laws also contain a provision that will cap the total voting power of CM Bermuda, its affiliates and related persons in SiriusPoint at 9.9% for so long as CM Bermuda, its affiliates and related persons hold more than 9.9% of our common shares.

Under these provisions, certain shareholders may have their voting rights limited, while other shareholders may have voting rights in excess of one vote per share. Moreover, these provisions could have the effect of reducing the votes of certain shareholders who would not otherwise be subject to the 9.5% limitation by virtue of their direct share ownership.

We are authorized under our bye-laws to request information from any shareholder for the purpose of determining whether a shareholder's voting rights are to be reallocated under the bye-laws. If any holder fails to respond to this request or submits incomplete or inaccurate information, we may, in our sole discretion, eliminate the shareholder's voting rights. Any shareholder must give notice to us within ten days following the date it owns 9.5% of our common shares.

***Our bye-laws contain provisions that could discourage takeovers and business combinations that our shareholders might consider in their best interests.***

Our bye-laws include certain provisions that could have the effect of delaying, deterring, preventing or rendering more difficult a change in control of us that our shareholders might consider in their best interests.

For example, our bye-laws:

- establish a classified Board of Directors;
- require advance notice of shareholders' proposals in connection with annual general meetings;
- authorize our board to issue "blank check" preferred shares;

- prohibit us from engaging in a business combination with a person who acquires at least 15% of our common shares for a period of three years from the date such person acquired such common shares unless board and shareholder approval is obtained prior to the acquisition;
- require that directors only be removed from office for cause by majority shareholder vote;
- require a supermajority vote of shareholders to effect certain amendments to our memorandum of association and bye-laws; and
- provide a consent right on the part of Daniel S. Loeb to any amendments to our bye-laws or memorandum of association which would have a material adverse effect on his rights for so long as he holds not less than 25% of the number of shares respectively held as of December 22, 2011.

Any such provision could prevent our shareholders from receiving the benefit from any premium to the market price of our common shares offered by a bidder in a takeover context. Even in the absence of a takeover attempt, the existence of any of these provisions could adversely affect the prevailing market price of our common shares if they were viewed as discouraging takeover attempts in the future.

***The market price of our common shares may fluctuate significantly.***

The market price of our common shares may fluctuate significantly. Among the factors that could affect our share price are:

- industry or general market conditions;
- domestic and international economic factors unrelated to our performance;
- changes in our clients' needs;
- new regulatory pronouncements and changes in regulatory guidelines;
- lawsuits, enforcement actions and other claims by third parties or governmental authorities;
- actual or anticipated fluctuations in our quarterly operating results;
- changes in securities analysts' estimates of our financial performance or lack of research and reports by industry analysts;
- action by institutional shareholders or other large shareholders, including future sales;
- speculation in the press or investment community;
- investor perception of us and our industry;
- changes in market valuations or earnings of similar companies;
- any announcement by us or our competitors of a significant contract, acquisition, strategic transaction or expansion into a new line of business;
- our ability to successfully integrate Sirius Group following the acquisition;
- our ability to execute on our strategic transformation;
- any future sales of our common shares or other securities; and
- additions or departures of key personnel.

The stock markets have experienced volatility in recent years that has been unrelated to the operating performance of particular companies. These broad market fluctuations may adversely affect the market price of our common shares. In the past, following periods of volatility in the market price of a company's securities, class action litigation has often been instituted against such company. Any litigation of this type brought against us could result in substantial costs and a diversion of management's attention and resources, which would harm our business, operating results and financial condition.

**Item 1B. Unresolved Staff Comments**

None.

**Item 2. Properties**

The Company leases office space in Pembroke, Bermuda where the Company's principal executive office is located. Additionally, the Company leases office space throughout the United States, Canada, Europe and Asia. We renew and enter into new leases in the ordinary course of business. We believe that our office space is sufficient for us to conduct our operations for the foreseeable future. For further discussion of our leasing commitments at December 31, 2021, refer to Note

22 “Commitments and contingencies” in our audited consolidated financial statements included elsewhere in this Annual Report.

### **Item 3. Legal Proceedings**

The Company and its subsidiaries are subject to lawsuits and regulatory actions in the normal course of business that do not arise from or directly relate to claims on reinsurance treaties or contracts or direct surplus lines insurance policies. In the Company’s industry, business litigation may involve allegations of underwriting or claims-handling errors or misconduct, disputes relating to the scope of, or compliance with, the terms of delegated underwriting agreements, employment claims, regulatory actions or disputes arising from the Company’s business ventures. The Company’s operating subsidiaries are subject to claims litigation involving, among other things, disputed interpretations of policy coverages. Generally, the Company’s direct insurance operations are subject to greater frequency and diversity of claims and claims-related litigation than its reinsurance operations and, in some jurisdictions, may be subject to direct actions by allegedly injured persons or entities seeking damages from policyholders. These lawsuits, involving or arising out of claims on policies issued by the Company’s subsidiaries which are typical to the insurance industry in general and in the normal course of business, are considered in its loss and loss expense reserves. In addition, the Company may from time to time engage in litigation or arbitration related to its claims for payment in respect of ceded reinsurance, including disputes that challenge the Company’s ability to enforce its underwriting intent. Such matters could result, directly or indirectly, in providers of protection not meeting their obligations to the Company or not doing so on a timely basis. The Company may also be subject to other disputes from time to time, relating to operational or other matters distinct from insurance or reinsurance claims. Any litigation or arbitration, or regulatory process, contains an element of uncertainty, and the value of an exposure or a gain contingency related to a dispute is difficult to estimate. The Company believes that no individual litigation or arbitration to which it is presently a party is likely to have a material adverse effect on its results of operations, financial condition, business or operations.

### **Item 4. Mine Safety Disclosures**

Not applicable.

## **PART II**

### **Item 5. Market for Registrant’s Common Equity, Related Shareholder Matters and Issuer Purchases of Equity Securities**

#### **Market Information**

Our common shares are listed on the NYSE under the symbol “SPNT”. On February 24, 2022, the latest practicable date, there were 365 holders of record of our common shares. This number does not include shareholders for whom our shares were held in “street” name.

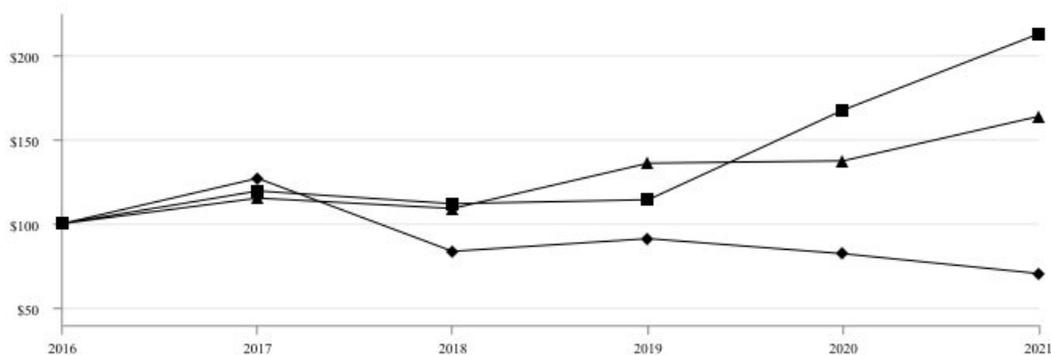
#### **Dividends**

We do not currently expect to declare or pay dividends on our common shares for the foreseeable future. Instead, we intend to retain earnings to finance the growth and development of our business and for working capital and general corporate purposes. Any payment of dividends will be at the discretion of our Board of Directors and will depend upon various factors then existing, including earnings, financial condition, results of operations, capital requirements, level of indebtedness, contractual restrictions with respect to payment of dividends, restrictions imposed by applicable law, general business conditions and other factors that our Board of Directors may deem relevant. In addition, under the Companies Act, we may not declare or pay a dividend if there are reasonable grounds for believing that we are, or would after the payment be, unable to pay our liabilities as they become due or that the realized value of our assets would thereafter be less than our liabilities.

## Performance

The following graph compares the cumulative total shareholder return on our common shares as compared to the cumulative total return of (1) S&P 500 Composite Stock Index (“S&P 500”) and (2) the Dow Jones Property & Casualty Insurance Index (“Dow Jones P&C”) for the five year period commencing December 31, 2016 through to December 31, 2021. The share price performance presented below is not necessarily indicative of future results.

**Cummulative Total Shareholder Return**



	December 31, 2016	December 31, 2017	December 31, 2018	December 31, 2019	December 31, 2020	December 31, 2021
◆ SPNT	\$ 100.00	\$ 126.84	\$ 83.46	\$ 91.08	\$ 82.42	\$ 70.39
■ S&P 500	\$ 100.00	\$ 119.42	\$ 111.97	\$ 144.31	\$ 167.77	\$ 212.89
▲ Dow Jones P&C	\$ 100.00	\$ 115.38	\$ 109.25	\$ 136.71	\$ 137.47	\$ 163.65

1. The above graph assumes that the value of the investment was \$100 on December 31, 2016.

2. This graph is not “soliciting material,” is not deemed filed with the SEC and is not to be incorporated by reference in any filing by us under the Securities Act of 1933 or the Securities and Exchange Act of 1934, whether made before or after the date hereof and irrespective of any general incorporation language in any such filing.

## Issuer Purchases of Equity Securities

During the years ended December 31, 2021, 2020 and 2019 the Company did not repurchase any of its common shares.

On August 5, 2021, the Company’s Board of Directors expanded the scope of the prior authority to include the repurchase of outstanding contingent value rights (“CVRs”) and warrants, which will allow the Company to repurchase up to \$61.3 million of the Company’s outstanding common shares, CVRs and warrants. As of December 31, 2021, all of such authorization remained available.

## Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations

*The following discussion and analysis is intended to help the reader understand our business, financial condition, results of operations, liquidity and capital resources. You should read this discussion in conjunction with our consolidated financial statements and the related notes contained elsewhere in this Annual Report on Form 10-K for the fiscal year ended December 31, 2021 (“Annual Report”).*

*The statements in this discussion regarding business outlook, our expectations regarding our future performance, liquidity and capital resources and other non-historical statements in this discussion are forward-looking statements. These forward-looking statements are subject to numerous risks and uncertainties, including, but not limited to our Introductory Note to this Annual Report and the risks and uncertainties described in Part I, Item 1A “Risk Factors.” Our actual results may differ materially from those contained in or implied by any forward-looking statements.*

*Our fiscal year ends December 31 and, unless otherwise noted, references to years are for fiscal years ended December 31.*

*For discussion of our results of operations and changes in financial condition for the year ended December 31, 2020 compared to the year ended December 31, 2019, prior to the change in reportable segments discussed herein, refer to Part II, Item 7. “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our [2020 Form 10-K which was filed with the SEC on February 23, 2021](#).*

## **Overview**

We are a holding company domiciled in Bermuda. Through our subsidiaries, we provide multi-line insurance and reinsurance products and services on a worldwide basis. We aim to be a highly diversified business with a sustainable and scalable underwriting platform, and a portfolio of insurance-related businesses. We seek to leverage our underwriting talent and capabilities, proven management expertise and geographical footprint, to build on our existing portfolio and identify new opportunities to create value. We intend to allocate our capital to the best opportunities and react quickly to new risks.

We are focused on optimizing capital allocation and rebalancing towards insurance and higher margin and growth lines. We have embarked on a series of strategic partnerships which we see as a key differentiator and a means by which we can add value and drive disruptive change in the industry, responding to consumers' insurance needs. Refer to Part I, Item 1. "Business" for additional information on our recent Strategic Investments and partnerships.

### ***Products & Services***

The acquisition of Sirius Group created a highly diversified portfolio with expanded underwriting capabilities, geographical footprint and product offerings. In 2021, we began classifying our business into two reportable segments - Reinsurance and Insurance & Services. Where applicable, all prior periods presented have been revised to conform to this new presentation. Each segment is described below.

#### ***Reinsurance Segment***

We provide reinsurance products to insurance and reinsurance companies, government entities, and other risk bearing vehicles on a treaty or facultative basis. We participate in the broker market for reinsurance treaties written in the United States and Bermuda primarily on a proportional and excess of loss basis. Our international book of business consists of treaty, written on both a proportional and excess of loss basis, facultative, and primary business, primarily in Europe, Asia and Latin America.

The Reinsurance segment provides coverage in the following product lines: Aviation & Space, Casualty, Contingency, Credit & Bond, Marine & Energy, Mortgage, and Property.

#### ***Insurance & Services Segment***

The Insurance & Services segment predominantly provides insurance coverage in addition to receiving fees for services provided within Insurance & Services and to third parties. Insurance & Services revenues allows us to diversify our traditional reinsurance portfolio and generally has lower capital requirements. In addition, service fees from MGAs and their insurance provided are generally not as prone to the volatile underwriting cycle that is common in reinsurance marketplace. The Insurance & Services segment provides coverage in the following product lines: A&H, Environmental, Workers' Compensation, and other lines of business including a cross section of property and casualty lines.

### ***Investment Management***

As a result of the acquisition of Sirius Group, we repositioned and continue to reposition our investment portfolio to better align with our underwriting strategy, while leveraging our strategic partnership with Third Point LLC. We believe that this repositioning will result in lower volatility, while taking advantage of opportunities to improve risk-adjusted returns across asset classes.

Under our investment strategy, our fixed income investments, which comprise the majority of our portfolio, are outsourced to a diversified range of third-party asset managers. Third Point LLC continues to manage the majority of our alternative investments as well as working with us on tailored asset-liability management strategies that are tailored to our risk and capital considerations. We believe that this is a strategic differentiator on our returns, reduces risk and volatility, and creates a portfolio mix more in line with peer property/casualty reinsurers.

Our investment objective is to maximize long-term after-tax total return while (1) limiting the investment risk within prudent risk tolerance thresholds, (2) maintaining adequate liquidity, and (3) complying with the regulatory, rating agency, and internal risk and capital management requirements, all in support of the company goal of meeting policyholder obligations.

## **Recent Developments & Business Outlook**

### ***Acquisition of Sirius International Insurance Group, Ltd.***

On February 26, 2021, the Company completed the acquisition of Sirius Group. We accounted for the acquisition of Sirius Group under the acquisition method of accounting in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 805 *Business Combinations*. The total transaction consideration was \$1,079.8 million, which was comprised of stock, cash, and other contingent value components. The associated bargain purchase gain from the Sirius Group acquisition was \$50.4 million, which represents the excess of the fair value of the underlying net assets acquired and liabilities assumed over the total deal consideration. The gain from bargain purchase is included in other revenues in the consolidated statements of income. The bargain purchase determination is consistent with the fact that Sirius Group's shares traded at a discount to book value and the need for Sirius Group to quickly diversify its ownership base.

Our results of operations and financial condition for the year ended December 31, 2021 include Sirius Group for the period from February 26, 2021 through December 31, 2021. The following discussion and analysis of our results of operations for the year ended December 31, 2021, compared to the years ended December 31, 2020 and 2019, as well as our liquidity and capital resources as of December 31, 2021, should be read in that context. In addition, the results of operations for the year ended December 31, 2021 and financial condition as of December 31, 2021 may not be reflective of the ultimate ongoing business of the combined entities.

We believe that our operating subsidiaries, following the acquisition of Sirius Group, have adequate capital resources in the aggregate, and the ability to produce sufficient cash flows to meet expected claims payments and operational expenses, including but not limited to dividend and interest payments.

During the year ended December 31, 2021, the Company recorded \$58.8 million of corporate expenses associated with the acquisition of Sirius Group, comprised of \$29.7 million of professional and advisory fees and \$29.1 million of compensation-related expenses.

See Note 3 "Acquisition of Sirius Group" in our audited consolidated financial statements included elsewhere in this Annual Report for additional information on the Sirius Group acquisition.

### ***Catastrophe Losses***

Catastrophe losses, net of reinsurance and reinstatement premiums, for the year ended December 31, 2021 were \$329.0 million. Excluding \$3.0 million of catastrophe losses in Corporate results, catastrophe losses from the operating segments were 18.8 percentage points on the core combined ratio. This includes \$133 million for the European floods and \$100 million for Hurricane Ida, with a ground-up assessment of client exposed business to each event and a top-down estimate, based on industry loss for each event and an estimate of our market share, and also includes \$41 million from June windstorms and winter storm Uri. Sirius Group's Uri losses fell into the pre-acquisition period, and, if included in the Company's results, total catastrophe losses would have been \$365 million. In January 2022, we exited certain property business that no longer fit our risk profile or meet risk adjusted return criteria. Refer to Part I, Item 1. "Business – Operational Priorities" for additional information. Catastrophe losses, net of reinsurance and reinstatement premiums, for the year ended December 31, 2020 were \$36.6 million, or 6.3 percentage points on the core combined ratio, related to Hurricane Laura and other 2020 catastrophe events.

### ***Loss Portfolio Transfer***

On October 29, 2021, we closed a LPT transaction with Pallas Reinsurance Company Ltd., a subsidiary of the Compre Group, an insurance and reinsurance legacy specialist. As a result of the LPT, we dissolved Sirius Point Global Solutions, Inc., which specialized in the acquisition and management of runoff liabilities for insurance and reinsurance companies, both in the United States and internationally, as well as asbestos and environmental risks and other long-tailed liability exposures.

The LPT covers \$362 million of the Company's loss reserves for the subject business, including much of the legacy Sirius Group runoff portfolio, including asbestos and environmental lines, for a premium of \$381 million. We recognized a net Corporate charge of \$23 million, including \$4 million of federal excise tax expense, in the fourth quarter of 2021.

Our transaction with the Compre Group underscores the ongoing transformation of SiriusPoint, our focus on optimizing capital allocation and rebalancing towards insurance and higher margin and growth lines, and provides further certainty on SiriusPoint's reserve position. Following the completion of the LPT, our net loss reserves from Runoff business were reduced

by 48%, although the Company will have continuing exposures to risk from its legacy runoff liabilities. In addition, the LPT, as a reinsurance contract, does not relieve us of our obligation to our insureds.

### ***COVID-19 Pandemic***

The COVID-19 pandemic has had and is expected to continue to have a significant effect on the (re)insurance industry. The industry has been impacted by a number of factors including: uncertainties with respect to current and future COVID-19 losses across many classes of insurance business and the amount of insurance losses that may ultimately be ceded to the reinsurance market, supply chain issues, labor shortages and related increased costs, inflation, equity market volatility and ongoing business and financial market impacts of COVID-19 associated economic downturn. We continue to maintain a strong capital position despite the uncertainty associated with COVID-19. We will continue to prudently assess the investment opportunities presented to us, and believe that we are well positioned to continue to deploy our capital efficiently. The ultimate impact of COVID-19 on current business in force as well as risks and potential opportunities on future business remains highly uncertain.

For the year ended December 31, 2021, we recorded \$8.7 million (2020 - \$46.7 million) of COVID-19 losses, as a result of recognition of losses incurred related to unearned premium converting to earned premium, while our ultimate loss incurred estimates remained unchanged.

### ***Business Outlook***

#### ***Insurance & Services***

The majority of insurance lines we underwrite continue to show significant rate improvement. Although some lines, such as directors & officers, are beginning to experience a slowing of rate momentum, we believe rate is still outpacing loss cost in most lines of business. In select lines, such as cyber, significant rate increases continue due to imbalances between supply and demand. We continue to see strong growth in the program business, with momentum for new MGAs, largely in casualty and specialty lines. Some of this momentum is due to the entrepreneurialism and technology disruption we are witnessing in the primary markets, which is also fueling growth for fronting companies.

The volume of invested capital in the private insurtech market in the first three quarters of 2021 surpassed \$10 billion and eclipsed the \$7 billion for the full year of 2020. Fundraising rounds of over \$100 million continue to represent approximately 50% of total funds raised, generally with a significantly increased number of investors per raise. Prospects of higher interest rates, partially driven by recent high inflation rates, could move capital away from alternative investment categories toward more traditional fixed income asset classes. Publicly traded insurtechs experienced marked declines in valuation multiples in 2021. Some of the decline can be attributed to those companies supporting in-house insurance capital and transitioning away from revenue-based valuations toward valuations based on cash flow or book value. Additionally, the substantial number of cancelled IPO or de-SPAC transactions that took place in 2021 could indicate some limitations on avenues for exit or monetization. Currently, the combination of availability of capital and investors continues to support the valuation and activity in the private insurtech market.

#### ***Reinsurance***

While the reinsurance markets are benefiting from the positive primary insurance environment, financial results have and continue to be materially affected by elevated levels of catastrophe losses in the property reinsurance market compared to historical averages. This has caused many reinsurers to re-evaluate their positions in property, reducing aggregates and moving away from ground up exposures.

Outside of property, in the casualty and specialty reinsurance markets, rate momentum and performance remain strong, although primary carriers continue to increase retentions, causing erosion in terms passed on to reinsurers. Thus, ceding commissions on pro rata business have increased, muting the benefit of increased rate being passed on to reinsurers. However, the increase in costs for reinsurers furthers the gap in performance between insurance and reinsurance. Conversely, the MGA driven program business that is fueling growth among an increasing universe of fronting carriers continues to rely heavily on reinsurers as a primary source of underwriting capital.

## Key Performance Indicators

We believe that the following key financial indicators are the most important in evaluating our performance:

	2021	2020
	(\$ in millions, except for per share data and ratios)	
Core underwriting loss (1)	\$ (173.6)	\$ (68.7)
Core net services income (1)	\$ 11.0	\$ 0.4
Core loss (1)	\$ (162.6)	\$ (68.3)
Core combined ratio (1)	110.0 %	111.9 %
Return on average common shareholders' equity attributable to SiriusPoint common shareholders	2.3 %	9.6 %
Basic book value per share (1)	\$ 14.46	\$ 16.88
Tangible basic book value per share (1)	\$ 13.38	\$ 16.88
Diluted book value per share (1) (2)	\$ 14.33	\$ 16.71
Tangible diluted book value per share (1)	\$ 13.27	\$ 16.71

- (1) Core underwriting loss, Core net services income, Core loss and Core combined ratio are non-GAAP financial measures. See definitions in "Non-GAAP Financial Measures" and reconciliations in "Segment Results" below and Note 5 "Segment reporting" in our audited consolidated financial statements included elsewhere in this Annual Report. Basic book value per share, tangible basic book value per share, diluted book value per share and tangible diluted book value per share are non-GAAP financial measures. See definitions and reconciliations in "Non-GAAP Financial Measures".
- (2) In the year ended December 31, 2021, we changed the method for calculating the dilutive effect of restricted shares, restricted share units and options to calculate the dilutive impact in a manner similar to how dilution is calculated using the treasury stock method for earnings per share. Prior periods presented have been revised to conform to this new presentation. See "Non-GAAP Financial Measures" for additional information.

## Core Results

See "Segment Results" below for additional information.

### Return on Average Common Shareholders' Equity Attributable to SiriusPoint Common Shareholders

Return on average common shareholders' equity attributable to SiriusPoint common shareholders is calculated by dividing net income available to SiriusPoint common shareholders for the year by the average common shareholders' equity determined using the common shareholders' equity balances at the beginning and end of the year.

Return on average common shareholders' equity attributable to SiriusPoint common shareholders for the years ended December 31, 2021 and 2020 was calculated as follows:

	2021	2020
	(\$ in millions)	
Net income available to SiriusPoint common shareholders	\$ 44.6	\$ 143.5
Common shareholders' equity attributable to SiriusPoint common shareholders - beginning of period	\$ 1,563.9	\$ 1,414.1
Common shareholders' equity attributable to SiriusPoint common shareholders - end of period	2,303.7	1,563.9
Average common shareholders' equity attributable to SiriusPoint common shareholders	\$ 1,933.8	\$ 1,489.0
Return on average common shareholders' equity attributable to SiriusPoint common shareholders	2.3 %	9.6 %

The decrease in return on average common shareholders' equity attributable to SiriusPoint common shareholders for the year ended December 31, 2021 compared to the year ended December 31, 2020 was primarily due to higher underwriting losses due to third quarter catastrophe events, partially offset by improved investment results.

The average common shareholders' equity attributable to SiriusPoint common shareholders for the year ended December 31, 2021 was impacted by the additional equity issued related to the Sirius Group acquisition.

### Basic and Tangible Basic Book Value Per Share

Basic book value per share and tangible basic book value per share are non-GAAP financial measures and there are no comparable U.S. GAAP measures. See "Non-GAAP Financial Measures" for an explanation and calculation.

As of December 31, 2021, basic book value per share was \$14.46, representing a decrease of \$2.42 per share, or 14.3%, from \$16.88 per share as of December 31, 2020. As of December 31, 2021, tangible basic book value per share was \$13.38,

representing a decrease of \$3.50 per share, or 20.7%, from \$16.88 per share as of December 31, 2020. The decreases were primarily due to the dilutive impact of shares and other securities issued in conjunction with the acquisition of Sirius Group, partially offset by net income during the year.

#### ***Diluted and Tangible Diluted Book Value Per Share***

Diluted book value per share and tangible diluted book value per share are non-GAAP financial measures and there are no comparable U.S. GAAP measures. In the year ended December 31, 2021, we changed the method for calculating the dilutive effect of restricted shares, restricted share units and options to calculate the dilutive impact in a manner similar to how dilution is calculated using the treasury stock method for earnings per share. See “Non-GAAP Financial Measures” for an explanation and reconciliations.

As of December 31, 2021, diluted book value per share was \$14.33, representing a decrease of \$2.38 per share, or 14.2%, from \$16.71 per share as of December 31, 2020. As of December 31, 2021, tangible diluted book value per share was \$13.27, representing a decrease of \$3.44 per share, or 20.6%, from \$16.71 per share as of December 31, 2020. The decreases were primarily due to the dilutive impact of shares and other securities issued in conjunction with the acquisition of Sirius Group, including the acquisition of intangible assets, partially offset by net income during the year.

#### **Consolidated Results of Operations — Years ended December 31, 2021 and 2020**

The following table sets forth the key items discussed in the consolidated results of operations section, which includes the results from the Company’s reportable segments and Corporate, and the year over year changes, for the years ended December 31, 2021 and 2020:

	2021	2020	Change
	(\$ in millions)		
Total underwriting loss	\$ (156.1)	\$ (71.7)	\$ (84.4)
Total realized and unrealized investment gains and net investment income	312.5	278.9	33.6
Other revenues	151.2	—	151.2
Net corporate and other expenses	(266.6)	(41.9)	(224.7)
Intangible asset amortization	(5.9)	—	(5.9)
Interest expense	(34.0)	(8.2)	(25.8)
Foreign exchange gains (loss)	44.0	(5.2)	49.2
Income tax (expense) benefit	10.7	(8.1)	18.8
Net income	<u>\$ 55.8</u>	<u>\$ 143.8</u>	<u>\$ (88.0)</u>

The key changes in our consolidated results for the year ended December 31, 2021 compared to the prior year are discussed below.

#### ***Underwriting loss***

The increase in total underwriting loss for the year ended December 31, 2021 was primarily driven by third quarter catastrophe losses from the European floods and Hurricane Ida and a net Corporate charge of \$23 million in the fourth quarter of 2021 related to the Compré LPT. Refer to “Segment Results” for additional information.

#### ***Other Revenues***

For the year ended December 31, 2021, other revenues consisted of \$51.1 million of service fee revenue from MGAs, \$49.7 million of changes in the fair value of liability-classified capital instruments issued as part of the aggregate consideration for the Sirius Group acquisition and a bargain purchase gain of \$50.4 million. The increase in service fee revenue was primarily due to fee revenue from IMG and Armada from the legacy Sirius Group companies from the date of acquisition. The bargain purchase gain represents the excess of the fair value of the underlying net assets acquired and liabilities assumed over the purchase price. The bargain purchase determination is consistent with the fact that Sirius Group’s shares traded at a discount to book value.

See Note 3 “Acquisition of Sirius Group” in our audited consolidated financial statements included elsewhere in this Annual Report for additional information on the bargain purchase gain recognized as a result of the Sirius Group acquisition and the components of the aggregate consideration.

## Investments

### Investment Portfolio

The following is a summary of our total investments, cash and cash equivalents and restricted cash and cash equivalents as of December 31, 2021 and 2020:

	December 31, 2021	December 31, 2020	Change
	(\$ in millions)		
Investments in related party investment funds <sup>(1)</sup>	\$ 909.6	\$ 1,055.6	\$ (146.0)
Debt securities	2,085.6	101.3	1,984.3
Short-term investments	1,075.8	—	1,075.8
Equity securities	2.8	—	2.8
Other long-term investments	456.1	4.0	452.1
Total investments	4,529.9	1,160.9	3,369.0
Cash and cash equivalents	999.8	526.0	473.8
Restricted cash and cash equivalents <sup>(2)</sup>	948.6	1,187.9	(239.3)
Total invested assets and cash	<u>\$ 6,478.3</u>	<u>\$ 2,874.8</u>	<u>\$ 3,603.5</u>

(1) Consists of our investments in TP Enhanced Fund and TP Venture Fund.

(2) Primarily consists of cash and fixed income securities such as U.S. Treasuries, money markets funds, and sovereign debt, securing the Company's contractual obligations under certain (re)insurance contracts that the Company will not be released from until the underlying risks have expired or have been settled.

The main driver for the increase in total investments was the acquisition of Sirius Group on February 26, 2021. In addition, the increase in total investments was driven by the performance of the TP Enhanced Fund. During the fourth quarter of 2021, we redeemed \$450.0 million from the TP Enhanced Fund, of which \$200.0 million was reallocated to cash and fixed income investments and the remaining \$250.0 million was reflected as a redemption receivable as of December 31, 2021. This portfolio repositioning better aligns our investment and underwriting strategies.

### Investment Results

The following is a summary of the results from investments and cash for the years ended December 31, 2021 and 2020:

	2021	2020	Change
	(\$ in millions)		
Net realized and unrealized investment gains (losses)	\$ (16.9)	\$ 69.2	\$ (86.1)
Net realized and unrealized investment gains from related party investment funds	304.0	195.0	109.0
Other net investment income	25.4	14.7	10.7
Total realized and unrealized investment gains and net investment income	<u>\$ 312.5</u>	<u>\$ 278.9</u>	<u>\$ 33.6</u>

The following is a summary of total realized and unrealized investment gains and net investment income by investment classification, for the years ended December 31, 2021 and 2020:

	2021	2020	Change
	(\$ in millions)		
Debt securities	\$ (4.9)	\$ 72.7	\$ (77.6)
Short-term investments	1.6	—	1.6
Equity securities	(2.5)	—	(2.5)
Other long-term investments	35.2	—	35.2
Net realized and unrealized investment gains from related party investment funds	304.0	195.0	109.0
Net investment income before other investment expenses and investment income on cash and cash equivalents	333.4	267.7	65.7
Other investment expenses	(11.6)	(1.1)	(10.5)
Net investment income (loss) on cash and cash equivalents	(9.3)	12.3	(21.6)
Total realized and unrealized investment gains and net investment income	<u>\$ 312.5</u>	<u>\$ 278.9</u>	<u>\$ 33.6</u>

### Investment Returns

The following is a summary of the net investment returns for our net investments on a U.S. Dollar basis for the years ended December 31, 2021 and 2020:

	2021	2020
TP Enhanced Fund	27.9 %	22.7 %
Collateral and other investments managed by Third Point LLC	0.2 %	4.9 %
Fixed income investments acquired as part of Sirius Group acquisition <sup>(1)</sup>	(0.2)%	— %
Equity securities and other long-term investments acquired as part of Sirius acquisition <sup>(2)</sup>	7.3 %	— %

(1) Fixed income investment returns in original currencies for investments acquired as part of the Sirius Group acquisition were 0.6% for the year ended December 31, 2021.

(2) Equity securities and other long-term investment returns in original currencies for investments acquired as part of the Sirius Group acquisition were 7.4% for the year ended December 31, 2021.

Total realized and unrealized investment gains and net investment income for the year ended December 31, 2021 was primarily attributable to investment income of \$298.5 million from our investment in the TP Enhanced Fund, corresponding to a 27.9% return. The TP Enhanced Fund return was primarily attributable to long event/fundamental equities, in particular from private positions that executed well-received initial public offerings. In addition, the Company recognized \$11.2 million in unrealized gains in private equity and hedge fund investments for the year ended December 31, 2021.

Total realized and unrealized investment gains and net investment income for the year ended December 31, 2020 was primarily attributable to investment income of \$195.0 million from our investment in the TP Enhanced Fund, corresponding to a 22.7% return. The TP Enhanced Fund return was primarily attributable to long event/fundamental equities, in particular a renewed focus on growth and technology positions. In addition, investment income was attributable to investment income from our credit portfolio, with strong contributions from investments in investment grade corporate credit and residential mortgage backed securities.

Refer to Part II, Item 7A. “Quantitative and Qualitative Disclosures about Market Risk” for a list of risks and factors that could adversely impact our investments results.

### Net Corporate and Other Expenses

Net corporate and other expenses include services expenses as well as costs associated with operating as a publicly-traded company and non-underwriting activities. In addition, for the year ended December 31, 2021, net corporate and other expenses include costs related to the acquisition of Sirius Group, expected credit losses from the Company’s insurance and reinsurance balances receivable and loss and loss adjustment expenses recoverable, and a gain from the sale of Cedar Insurance Company (“Cedar”).

The increase in net corporate and other expenses for the year ended December 31, 2021 compared to the year ended December 31, 2020 was primarily due to an increase in services expenses, professional and advisory fees and compensation-related expenses associated with the acquisition of Sirius Group, expected credit losses from the Company’s insurance and reinsurance balances receivable and loss and loss adjustment expenses recoverable, and expenses from the legacy Sirius Group companies from the date of acquisition.

For the year ended December 31, 2021, we recorded \$58.8 million (2020 - \$16.7 million) of corporate expenses associated with the acquisition of Sirius Group, comprised of \$29.7 million of professional and advisory fees and \$29.1 million of compensation-related expenses.

For the year ended December 31, 2021, we recorded \$120.5 million of services expenses (2020 - \$1.0 million). The increase in the year ended December 31, 2021 was primarily due to services expenses from IMG and Armada from the legacy Sirius Group companies from the date of acquisition, and full year Arcadian expenses.

For the year ended December 31, 2021, we recorded current expected credit losses (“CECL”) of \$21.0 million (2020 - \$0.6 million). The increase in CECL for the year ended December 31, 2021 was primarily a result of the acquisition of Sirius Group. We recorded an expense to re-establish the acquired company’s current expected credit losses provision. See Note 15 “Allowance for expected credit losses” in our audited consolidated financial statements included elsewhere in this Annual Report for additional information on the credit loss methodology.

For the year ended December 31, 2021, we recognized a \$5.8 million gain from the sale of Cedar to Grandview Risk Holdings Ltd. See Note 4 “Significant transactions” in our audited consolidated financial statements included elsewhere in this Annual Report for additional information on the sale of Cedar.

#### ***Amortization of Intangible Assets***

The amortization of intangible assets for the year ended December 31, 2021 was due to intangible assets recognized as a result of the Sirius Group acquisition. See Note 3 “Acquisition of Sirius Group” in our audited consolidated financial statements included elsewhere in this Annual Report for additional information on the intangible assets recognized as a result of the Sirius Group acquisition.

#### ***Interest Expense***

In February 2015, Third Point Re (USA) Holdings, Inc. issued \$115.0 million of senior notes bearing 7.0% interest. In November 2016, Sirius Group issued \$400.0 million of senior notes bearing 4.6% interest and in September 2017, Sirius Group issued SEK 2,750.0 million floating rate callable subordinated notes. As a result, our consolidated results of operations include interest expense related to the senior and subordinated notes.

The increase in interest expense for the year ended December 31, 2021 was due to \$25.9 million of interest expense from the senior notes and the SEK subordinated notes, from the legacy Sirius Group companies from the date of acquisition.

#### ***Foreign Currency Translation***

Except for the Canadian reinsurance operations of SiriusPoint America, the U.S. dollar is the functional currency for SiriusPoint’s business. Assets and liabilities are converted into the functional currency using current exchange rates; revenues and expenses are converted into the functional currency using the average exchange rate for the period. The conversion process results in foreign exchange gains (losses) in the consolidated results of operations.

The foreign exchange gains of \$44.0 million for the year ended December 31, 2021 were primarily due to the Company’s international operations and from the foreign currency effects of the SEK subordinated notes.

The foreign exchange losses of \$5.2 million for the year ended December 31, 2020 were primarily due to the revaluation of foreign currency loss and loss adjustment expense reserves denominated in British pounds to the United States dollar, which weakened in the current year period.

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

The income tax benefit of \$10.7 million for the year ended December 31, 2021 compared to the income tax expense of \$8.1 million for the year ended December 31, 2020, was primarily driven by the release of the valuation allowance against Swedish foreign tax credits.

As a result of the acquisition of Sirius Group, the Company has subsidiaries and branches that operate in various other jurisdictions around the world that are subject to tax in the jurisdictions in which they operate. The jurisdictions in which the Company’s subsidiaries and branches are subject to tax are Australia, Belgium, Canada, Germany, Hong Kong (China), Ireland, Luxembourg, Malaysia, Singapore, Sweden, Switzerland, the United Kingdom and the United States.

#### **Segment Results — Years ended December 31, 2021, 2020 and 2019**

The determination of our reportable segments is based on the manner in which management monitors the performance of our operations. In 2021, we began classifying our business into two reportable segments - Reinsurance and Insurance & Services. Collectively, the sum of these two segments constitute “Core” results.

In addition, the results of all runoff business, including those that have asbestos and environmental (A&E) exposures, certain reinsurance contracts that have interest crediting features and the Compré LPT are included in Corporate.

Effective January 1, 2021, the Company changed its accounting policy for assumed written premiums. Previously, the Company estimated ultimate premium written for the entire contract period and recorded this estimate at inception of the contract. The Company changed its accounting policy to recognize premiums written ratably over the term of the related policy or reinsurance treaty. The change in accounting policy had no impact on the previously reported net income (loss) or shareholders’ equity attributable to SiriusPoint common shareholders. See Note 2 “Significant accounting policies” in our audited consolidated financial statements included elsewhere in this Annual Report for additional information.

The following table sets forth the operating segment results, and the year over year changes, for the years ended December 31, 2021, 2020 and 2019:

2021

	Reinsurance	Insurance & Services	Core	Eliminations <sup>(2)</sup>	Corporate	Segment Measure Reclass	Total
	(\$ in millions)						
Gross premiums written	\$ 1,350.4	\$ 897.9	\$ 2,248.3	\$ —	\$ (11.8)	\$ —	\$ 2,236.5
Net premiums written	1,124.9	652.8	1,777.7	—	(43.5)	—	1,734.2
Net premiums earned	1,210.9	522.8	1,733.7	—	(16.7)	—	1,717.0
Loss and loss adjustment expenses incurred, net	999.6	320.6	1,320.2	(2.6)	8.9	—	1,326.5
Acquisition costs, net	302.7	149.7	452.4	(67.6)	3.0	—	387.8
Other underwriting expenses	105.5	29.2	134.7	—	24.1	—	158.8
<b>Underwriting income (loss)</b>	<b>(196.9)</b>	<b>23.3</b>	<b>(173.6)</b>	<b>70.2</b>	<b>(52.7)</b>	<b>—</b>	<b>(156.1)</b>
Services revenue	—	133.7	133.7	(82.6)	—	(51.1)	—
Services expenses	—	120.5	120.5	—	—	(120.5)	—
Net services fee income	—	13.2	13.2	(82.6)	—	69.4	—
Services noncontrolling loss	—	2.3	2.3	—	—	(2.3)	—
Net investment gains (losses) from Strategic Investments at fair value	0.3	(4.8)	(4.5)	—	—	4.5	—
<b>Net services income</b>	<b>0.3</b>	<b>10.7</b>	<b>11.0</b>	<b>(82.6)</b>	<b>—</b>	<b>71.6</b>	<b>—</b>
<b>Segment income (loss)</b>	<b>\$ (196.6)</b>	<b>\$ 34.0</b>	<b>\$ (162.6)</b>	<b>\$ (12.4)</b>	<b>\$ (52.7)</b>	<b>\$ 71.6</b>	<b>\$ (156.1)</b>
<b>Underwriting Ratios: <sup>(1)</sup></b>							
Loss ratio	82.6 %	61.3 %	76.1 %				77.3 %
Acquisition cost ratio	25.0 %	28.6 %	26.1 %				22.6 %
Other underwriting expenses ratio	8.7 %	5.6 %	7.8 %				9.2 %
Combined ratio	116.3 %	95.5 %	110.0 %				109.1 %

(1) Underwriting ratios are calculated by dividing the related expense by net premiums earned.

(2) Insurance & Services MGAs recognize fees for service using revenue from contracts with customers accounting standards, whereas insurance companies recognize acquisition expenses using insurance contract accounting standards. While ultimate revenues and expenses recognized will match, there will be recognition timing differences based on the different accounting standards.

2020

	Reinsurance	Insurance & Services	Core	Eliminations <sup>(2)</sup>	Corporate	Segment Measure Reclass	Total
	(\$ in millions)						
Gross premiums written	\$ 534.1	\$ 25.5	\$ 559.6	\$ —	\$ 28.9	\$ —	\$ 588.5
Net premiums written	497.3	16.0	513.3	—	28.9	—	542.2
Net premiums earned	575.6	7.1	582.7	—	28.1	—	610.8
Loss and loss adjustment expenses incurred, net	459.5	5.9	465.4	—	(0.1)	—	465.3
Acquisition costs, net	160.4	1.4	161.8	(0.1)	25.4	—	187.1
Other underwriting expenses	24.0	0.2	24.2	—	5.9	—	30.1
<b>Underwriting loss</b>	<b>(68.3)</b>	<b>(0.4)</b>	<b>(68.7)</b>	<b>0.1</b>	<b>(3.1)</b>	<b>—</b>	<b>(71.7)</b>
Services revenue	—	1.7	1.7	(1.7)	—	—	—
Services expenses	—	1.0	1.0	—	—	(1.0)	—
Net services fee income	—	0.7	0.7	(1.7)	—	1.0	—
Services noncontrolling income	—	(0.3)	(0.3)	—	—	0.3	—
<b>Net services income</b>	<b>—</b>	<b>0.4</b>	<b>0.4</b>	<b>(1.7)</b>	<b>—</b>	<b>1.3</b>	<b>—</b>
<b>Segment loss</b>	<b>\$ (68.3)</b>	<b>\$ —</b>	<b>\$ (68.3)</b>	<b>\$ (1.6)</b>	<b>\$ (3.1)</b>	<b>\$ 1.3</b>	<b>\$ (71.7)</b>

**Underwriting Ratios: <sup>(1)</sup>**

Loss ratio	79.8 %	83.1 %	79.9 %		76.2 %
Acquisition cost ratio	27.9 %	19.7 %	27.8 %		30.6 %
Other underwriting expenses ratio	4.2 %	2.8 %	4.2 %		4.9 %
Combined ratio	111.9 %	105.6 %	111.9 %		111.7 %

(1) Underwriting ratios are calculated by dividing the related expense by net premiums earned.

(2) Insurance & Services MGAs recognize fees for service using revenue from contracts with customers accounting standards, whereas insurance companies recognize acquisition expenses using insurance contract accounting standards. While ultimate revenues and expenses recognized will match, there will be recognition timing differences based on the different accounting standards.

2019

	Reinsurance	Insurance & Services <sup>(2)</sup>	Core	Corporate	Total
	(\$ in millions)				
Gross premiums written	\$ 575.3	\$ 5.5	\$ 580.8	\$ 87.6	\$ 668.4
Net premiums written	563.9	5.5	569.4	87.6	657.0
Net premiums earned	606.8	4.7	611.5	88.6	700.1
Loss and loss adjustment expenses incurred, net	404.3	3.9	408.2	(4.7)	403.5
Acquisition costs, net	204.2	0.4	204.6	91.0	295.6
Other underwriting expenses	24.9	0.2	25.1	9.1	34.2
<b>Segment income (loss)</b>	<b>\$ (26.6)</b>	<b>\$ 0.2</b>	<b>\$ (26.4)</b>	<b>\$ (6.8)</b>	<b>\$ (33.2)</b>

**Underwriting Ratios: <sup>(1)</sup>**

Loss ratio	66.6 %	83.0 %	66.8 %		57.6 %
Acquisition cost ratio	33.7 %	8.5 %	33.5 %		42.2 %
Other underwriting expenses ratio	4.1 %	4.3 %	4.1 %		4.9 %
Combined ratio	104.4 %	95.8 %	104.4 %		104.7 %

(1) Underwriting ratios are calculated by dividing the related expense by net premiums earned.

(2) There were no Insurance & Services MGAs during the year ended December 31, 2019.

We measure segment performance as Core income, which is comprised of two components, underwriting income and net services income. Core segment income is the combined total for the Company's two segments, Reinsurance and Insurance & Services.

### **Premium Volume**

#### *Gross premiums written*

Core gross premiums written increased by \$1,688.7 million, or 301.8%, for the year ended December 31, 2021 compared to the year ended December 31, 2020, primarily driven by an increase in gross premiums written of \$1,549.6 million as a result of new premiums from the legacy Sirius Group companies from the date of acquisition.

Core gross premiums written decreased by \$21.2 million, or 3.6%, for the year ended December 31, 2020 compared to the year ended December 31, 2019, primarily due to certain contracts that we did not renew, including certain contracts which no longer fit our underwriting criteria as a result of our shift in underwriting strategy. This decrease was partially offset by new contracts bound in the current year.

#### *Net premiums written*

Core net premiums written increased by \$1,264.4 million, or 246.3%, for the year ended December 31, 2021 compared to the year ended December 31, 2020, primarily driven by an increase in net premiums written of \$1,171.4 million as a result of new premiums from the legacy Sirius Group companies from the date of acquisition.

Core net premiums written decreased by \$56.1 million, or 9.9%, for the year ended December 31, 2020 compared to the year ended December 31, 2019, primarily due to certain contracts that we did not renew, including certain contracts which no longer fit our underwriting criteria as a result of our shift in underwriting strategy. The decrease was also due to an increase in gross premiums ceded in the year ended December 31, 2020, primarily due to one fronted reinsurance treaty, a small number of property catastrophe retro purchases for the purposes of portfolio management and gross premiums ceded of \$9.5 million relating to Arcadian.

#### *Net premiums earned*

Core net premiums earned increased by \$1,151.0 million, or 197.5%, for the year ended December 31, 2021 compared to the year ended December 31, 2020, primarily driven by an increase in net premiums earned of \$1,207.3 million as a result of new premiums from the legacy Sirius Group companies from the date of acquisition.

Core net premiums earned decreased by \$28.8 million, or 4.7%, for the year ended December 31, 2020 compared to the year ended December 31, 2019, primarily due to a lower in-force underwriting portfolio.

### **Underwriting results**

#### Year ended December 31, 2021 and 2020

We generated a Core underwriting loss of \$173.6 million and a Core combined ratio of 110.0% for the year ended December 31, 2021, compared to a Core underwriting loss of \$68.7 million and a Core combined ratio of 111.9% for the year ended December 31, 2020. The change in underwriting results was primarily driven by the Reinsurance segment as a result of catastrophe losses from the European floods and Hurricane Ida and the increase in underwriting activity as a result of the acquisition of Sirius Group, partially offset by net favorable prior year loss reserve development.

Core catastrophe losses, net of reinsurance and reinstatement premiums, for the year ended December 31, 2021 were \$326.0 million, or 18.8 percentage points on the Core combined ratio, including \$133 million for the European floods and \$97 million for Hurricane Ida, based on our ground-up assessment of client exposed business to each event and a top-down estimate, based on industry loss for each event and an estimate of our market share, and also includes \$41 million from June windstorms and winter storm Uri. Core catastrophe losses, net of reinsurance and reinstatement premiums, for the year ended December 31, 2020 were \$36.6 million, or 6.3 percentage points on the Core combined ratio, related to Hurricane Laura and other 2020 catastrophe events.

Core net favorable prior year loss reserve development was \$32.1 million for the year ended December 31, 2021. The change from the prior period was driven by:

- \$18.6 million of net favorable prior year reserve development in the Reinsurance segment as a result of better than expected loss reserve emergence on historical property events relating to multiple accident years and better than expected attritional loss experience; and
- \$13.5 million of net favorable prior year reserve development in the Insurance & Services segment as a result of better than expected loss experience in A&H for recent accident years.

The change in Core underwriting loss for the year ended December 31, 2020 for prior period loss reserve development and adjustments to premium earnings estimates, after the impact of any offsetting changes in acquisition costs, resulted in a \$33.7 million increase in Core underwriting loss. The adverse underwriting loss development for the year ended December 31, 2020 was a result of accumulated loss experience and cedent reserving increases, indicating that underlying casualty loss trends were higher than initial pricing and reserving.

Core COVID-19 losses for the year ended December 31, 2021 were \$9.6 million compared to \$46.7 million for the year ended December 31, 2020, from the earn in of losses on unearned premium converting to earned premium in our Reinsurance segment, while our ultimate loss incurred estimates remained unchanged.

#### Year ended December 31, 2020 and 2019

We generated a Core underwriting loss of \$68.7 million and a Core combined ratio of 111.9% for the year ended December 31, 2020, compared to a Core underwriting loss of \$26.4 million and a Core combined ratio of 104.4% for the year ended December 31, 2019. The increase in Core underwriting loss was primarily due to the global outbreak of the COVID-19 pandemic, prior year adverse development and higher catastrophe losses.

For the year ended December 31, 2020, we incurred Core catastrophe losses of \$36.6 million, net of reinstatement premiums and profit commission adjustments, or 6.3 percentage points on the Core combined ratio, primarily related to Hurricane Laura and other 2020 catastrophe events, compared to \$29.0 million, net of reinstatement premiums and profit commission adjustments, in the year ended December 31, 2019, or 4.7 percentage points on the Core combined ratio, related to Hurricane Dorian, Typhoons Faxai and Hagibis and other 2019 catastrophe events.

The change in Core underwriting loss for the year ended December 31, 2020 for prior period loss reserve development and adjustments to premium earnings estimates, after the impact of any offsetting changes in acquisition costs, resulted in a \$33.7 million increase in Core underwriting loss, compared to a minimal increase in the Core underwriting results for the year ended December 31, 2019.

Core COVID-19 losses for the year ended December 31, 2020 were \$46.7 million, net of additional premiums, or 8.0 percentage points on the Core combined ratio. These losses were driven primarily by event cancellation, property business interruption, and certain casualty and multi-line quota share contracts.

#### ***Services Results***

##### Year ended December 31, 2021 and 2020

Core services revenue was \$133.7 million for the year ended December 31, 2021 compared to \$1.7 million for the year ended December 31, 2020. The increase was primarily a result of services revenue from IMG and Armada from the date of acquisition of Sirius Group.

We generated Core net services income of \$11.0 million for the year ended December 31, 2021 compared to \$0.4 million for the year ended December 31, 2020 primarily due to net services income from IMG and Armada from the date of acquisition of Sirius Group.

##### Year ended December 31, 2020 and 2019

Core services revenue was \$1.7 million for the year ended December 31, 2020 compared to \$nil for the year ended December 31, 2019 as a result of services revenue from our Bermuda incorporated MGA, Arcadian, in which we invest capital and expertise. Arcadian commenced operations on October 1, 2020. There were no MGAs in the year ended December 31, 2019.

We generated Core net services income of \$0.4 million for the year ended December 31, 2020 compared to \$nil for the year ended December 31, 2019 due to our newly formed MGA, Arcadian.

### Reinsurance Segment

Reinsurance consists of our underwriting lines of business which offer Aviation & Space, Casualty, Contingency, Credit & Bond, Marine & Energy, Mortgage, and Property on a worldwide basis. The following table sets forth underwriting results and ratios, and the period over period changes for the Reinsurance segment:

	2021	2020	Change	2019	Change
	(\$ in millions)				
Gross premiums written	\$ 1,350.4	\$ 534.1	\$ 816.3	\$ 575.3	\$ (41.2)
Net premiums written	1,124.9	497.3	627.6	563.9	(66.6)
Net premiums earned	1,210.9	575.6	635.3	606.8	(31.2)
Loss and loss adjustment expenses incurred, net	999.6	459.5	540.1	404.3	55.2
Acquisition costs, net	302.7	160.4	142.3	204.2	(43.8)
Other underwriting expenses	105.5	24.0	81.5	24.9	(0.9)
<b>Underwriting loss</b>	<b>\$ (196.9)</b>	<b>\$ (68.3)</b>	<b>\$ (128.6)</b>	<b>\$ (26.6)</b>	<b>\$ (41.7)</b>
<b>Underwriting Ratios: <sup>(1)</sup></b>					
Loss ratio	82.6 %	79.8 %	2.8 %	66.6 %	13.2 %
Acquisition cost ratio	25.0 %	27.9 %	(2.9)%	33.7 %	(5.8)%
Other underwriting expenses ratio	8.7 %	4.2 %	4.5 %	4.1 %	0.1 %
Combined ratio	116.3 %	111.9 %	4.4 %	104.4 %	7.5 %

(1) Underwriting ratios are calculated by dividing the related expense by net premiums earned.

### Premium Volume

Gross premiums written in the Reinsurance segment increased by \$816.3 million, or 152.8%, for the year ended December 31, 2021 compared to the year ended December 31, 2020, primarily driven by an increase in premiums of \$928.7 million as a result of new premiums from the legacy Sirius Group companies from the date of acquisition. Excluding the premiums from the Sirius Group legacy companies, the decrease in gross premiums written was due to a reduction in property catastrophe excess reinsurance premiums to reduce catastrophic risk exposures in anticipation of the Sirius Group acquisition.

Gross premiums written in the Reinsurance segment decreased by \$41.2 million, or 7.2%, for the year ended December 31, 2020 compared to the year ended December 31, 2019, primarily due to one multi-line contract for \$96.3 million which no longer fit our underwriting criteria following our shift in underwriting strategy, which we did not renew in the year ended December 31, 2020, partially offset by new property business of \$56.0 million.

### Underwriting Results

#### Year ended December 31, 2021 and 2020

The Reinsurance segment generated an underwriting loss of \$196.9 million and a combined ratio of 116.3% for the year ended December 31, 2021, compared to an underwriting loss of \$68.3 million and a combined ratio of 111.9% for the year ended December 31, 2020. The change in underwriting results for the year ended December 31, 2021, compared to the year ended December 31, 2020, was primarily driven by increased catastrophe losses from the European floods and Hurricane Ida and the increase in underwriting activity as a result of the acquisition of Sirius Group, partially offset by net favorable prior year loss reserve development and lower COVID-19 losses.

Catastrophe losses, net of reinsurance and reinstatement premiums, for the year ended December 31, 2021 in the Reinsurance segment were \$324.5 million, including \$133 million for the European floods and \$95 million for Hurricane Ida, based on our ground-up assessment of client exposed business to each event and a top-down estimate, based on industry loss for each event and an estimate of our market share, and also includes \$41 million from June windstorms and winter storm Uri. Catastrophe losses, net of reinsurance and reinstatement premiums, for the year ended December 31, 2020 in the Reinsurance segment were \$36.6 million related to Hurricane Laura and other 2020 catastrophe events.

COVID-19 losses, net of reinsurance and reinstatement premiums, for the year ended December 31, 2021 in the Reinsurance segment were \$1.1 million compared to \$46.7 million for the year ended December 31, 2020, from the earn in of losses on unearned premium converting to earned premium.

Net favorable prior year loss reserve development was \$18.6 million in the Reinsurance segment for the year ended December 31, 2021 as a result of better than expected loss reserve emergence on historical property events relating to multiple accident years and better than expected attritional loss experience.

Net adverse prior year loss reserve development was \$37.7 million in the Reinsurance segment for the year ended December 31, 2020 for prior period loss reserve development and adjustments to premium earnings estimates, after the impact of any offsetting changes in acquisition costs. The adverse underwriting loss development for the year ended December 31, 2020 was a result of accumulated loss experience and cedent reserving increases, indicating that underlying casualty loss trends were higher than initial pricing and reserving.

#### Year ended December 31, 2020 and 2019

The Reinsurance segment generated an underwriting loss of \$68.3 million and a combined ratio of 111.9% for the year ended December 31, 2020, compared to an underwriting loss of \$26.6 million and a combined ratio of 104.4% for the year ended December 31, 2019. The increase in underwriting loss in the year ended December 31, 2020 was primarily due to \$37.7 million of prior year net adverse underwriting loss development relating to certain casualty reserves in response to our accumulated loss experience and the broader industry trends of social inflation, in addition to COVID-19 losses of \$46.7 million. COVID-19 losses were driven primarily by event cancellation, property business interruption, and certain casualty and multi-line quota share contracts.

Catastrophe losses, net of reinsurance and reinstatement premiums, for the year ended December 31, 2020 in the Reinsurance segment were \$36.6 million primarily related to Hurricane Laura and other 2020 catastrophe events, compared to \$29.0 million in the year ended December 31, 2019 related to Hurricane Dorian, Typhoons Faxai and Hagibis and other 2019 catastrophe events.

#### **Insurance & Services Segment**

Insurance & Services offers a comprehensive set of services for startup MGAs and insurance services companies including fronting services, risk capital and equity and debt financing. Furthermore, we offer expertise in underwriting, pricing and product development to businesses with whom we partner. The Insurance & Services segment predominantly provides insurance coverage in addition to receiving fees for services provided within Insurance & Services and to third parties. The Insurance & Services segment provides coverage in the following product lines: A&H, Environmental, Workers' Compensation, and other lines of business including a cross section of property and casualty lines.

The following table sets forth underwriting results, net MGA results, and ratios for the segment results, and the year over year changes, for the years ended December 31, 2021, 2020 and 2019:

	2021	2020	Change	2019	Change
	(\$ in millions)				
Gross premiums written	\$ 897.9	\$ 25.5	\$ 872.4	\$ 5.5	\$ 20.0
Net premiums written	652.8	16.0	636.8	5.5	10.5
Net premiums earned	522.8	7.1	515.7	4.7	2.4
Loss and loss adjustment expenses incurred, net	320.6	5.9	314.7	3.9	2.0
Acquisition costs, net	149.7	1.4	148.3	0.4	1.0
Other underwriting expenses	29.2	0.2	29.0	0.2	—
<b>Underwriting income (loss)</b>	<b>23.3</b>	<b>(0.4)</b>	<b>23.7</b>	<b>0.2</b>	<b>(0.6)</b>
Services revenue	133.7	1.7	132.0	—	1.7
Services expenses	120.5	1.0	119.5	—	1.0
Net services fee income	13.2	0.7	12.5	—	0.7
Services noncontrolling (income) loss	2.3	(0.3)	2.6	—	(0.3)
Net investment gains (losses) from Strategic Investments at fair value	(4.8)	—	(4.8)	—	—
<b>Net services income</b>	<b>10.7</b>	<b>0.4</b>	<b>10.3</b>	<b>—</b>	<b>0.4</b>
<b>Segment income</b>	<b>\$ 34.0</b>	<b>\$ —</b>	<b>\$ 34.0</b>	<b>\$ 0.2</b>	<b>\$ (0.2)</b>
<b>Underwriting Ratios: <sup>(1)</sup></b>					
Loss ratio	61.3 %	83.1 %	(21.8)%	83.0 %	0.1 %
Acquisition cost ratio	28.6 %	19.7 %	8.9 %	8.5 %	11.2 %
Other underwriting expenses ratio	5.6 %	2.8 %	2.8 %	4.3 %	(1.5)%
Combined ratio	95.5 %	105.6 %	(10.1)%	95.8 %	9.8 %

(1) Underwriting ratios are calculated by dividing the related expense by net premiums earned.

#### **Premium Volume**

Gross premiums written in the Insurance & Services segment increased by \$872.4 million for the year ended December 31, 2021 compared to the year ended December 31, 2020, primarily driven by an increase in premiums of \$620.8 million as a result of new premiums from the legacy Sirius Group companies from the date of acquisition, and due to an increase in premium written of \$183.4 million from Arcadian.

Gross premiums written in the Insurance & Services segment increased by \$20.0 million for the year ended December 31, 2020 compared to the year ended December 31, 2019, primarily due to new casualty premium written of \$19.0 million in the period from Arcadian.

#### **Underwriting Results**

##### Year ended December 31, 2021 and 2020

The Insurance & Services segment generated underwriting income of \$23.3 million and a combined ratio of 95.5% for the year ended December 31, 2021, compared to an underwriting loss of \$0.4 million and a combined ratio of 105.6% for the year ended December 31, 2020. The change in underwriting results for the year ended December 31, 2021, compared to the year ended December 31, 2020, was primarily driven by underwriting income from the legacy Sirius Group companies from the date of acquisition. A&H continues to benefit from favorable loss ratio trends in its healthcare products due to the recognition of lower healthcare utilization rates that we attribute to the COVID-19 pandemic.

Net favorable prior year loss reserve development was \$13.5 million for the year ended December 31, 2021, compared to minimal adverse prior year loss reserve development for the year ended December 31, 2020. The change from the prior period was a result of better than expected loss experience in A&H for recent accident years.

Year ended December 31, 2020 and 2019

The Insurance & Services segment generated an underwriting loss of \$0.4 million and a combined ratio of 105.6% for the year ended December 31, 2020, compared to underwriting income of \$0.2 million and a combined ratio of 95.8% for the year ended December 31, 2019.

**Services Results**

Year ended December 31, 2021 and 2020

Services revenue was \$133.7 million for the year ended December 31, 2021 compared to \$1.7 million for the year ended December 31, 2020. The increase was primarily a result of services revenue from IMG and Armada from the date of acquisition of Sirius Group.

We generated net services income of \$10.7 million for the year ended December 31, 2021 compared to \$0.4 million for the year ended December 31, 2020 primarily due to net services income from IMG and Armada from the date of acquisition of Sirius Group.

Year ended December 31, 2020 and 2019

Services revenue was \$1.7 million for the year ended December 31, 2020 compared to \$nil for the year ended December 31, 2019 as a result of services revenue from Arcadian. Arcadian commenced operations on October 1, 2020. There were no MGAs in the year ended December 31, 2019.

We generated net services income of \$0.4 million for the year ended December 31, 2020 compared to \$nil for the year ended December 31, 2019 due to our newly formed MGA, Arcadian.

**Corporate**

Corporate includes the results of all runoff business, which represent certain classes of business that we no longer actively underwrite, including those that have A&E and other latent liability exposures and certain reinsurance contracts that have interest crediting features. Corporate also includes the results from the Compre LPT for the year ended December 31, 2021. The following table sets forth underwriting results and the year over year changes for the years ended December 31, 2021, 2020 and 2019:

	2021	2020	Change	2019	Change
	(\$ in millions)				
Gross premiums written	\$ (11.8)	\$ 28.9	\$ (40.7)	\$ 87.6	\$ (58.7)
Net premiums written	(43.5)	28.9	(72.4)	87.6	(58.7)
Net premiums earned	(16.7)	28.1	(44.8)	88.6	(60.5)
Loss and loss adjustment expenses incurred, net	8.9	(0.1)	9.0	(4.7)	4.6
Acquisition costs, net	3.0	25.4	(22.4)	91.0	(65.6)
Other underwriting expenses	24.1	5.9	18.2	9.1	(3.2)
<b>Underwriting loss</b>	<b>\$ (52.7)</b>	<b>\$ (3.1)</b>	<b>\$ (49.6)</b>	<b>\$ (6.8)</b>	<b>\$ 3.7</b>

**Premium Volume**

Gross premiums written in Corporate decreased by \$40.7 million, or 140.8%, for the year ended December 31, 2021 compared to the year ended December 31, 2020, primarily driven by reduction of \$30.0 million from the impact of restructuring one retroactive reinsurance contract that was previously written and fully earned. The decrease in net premiums earned from the reduction in retroactive exposures in this reinsurance contract was offset by a similar decrease in loss and loss adjustment expenses incurred and acquisition costs

Gross premiums written in Corporate decreased by \$58.7 million, or 67.0%, for the year ended December 31, 2020 compared to the year ended December 31, 2019, primarily driven by retroactive exposures in reinsurance contracts that were written and fully earned of \$28.9 million compared to \$87.6 million for the year ended December 31, 2019.

### ***Underwriting Results***

#### **Year ended December 31, 2021 and 2020**

Corporate generated an underwriting loss of \$52.7 million for the year ended December 31, 2021, compared to an underwriting loss of \$3.1 million for the year ended December 31, 2020. We recognized a net charge of \$23 million, including \$4 million of federal excise tax expense, in the fourth quarter of 2021 relating to the Compré LPT. In addition, for the year ended December 31, 2021, other underwriting expenses include expenses associated with the Compré LPT and \$5.1 million of accelerated expenses related to interest crediting features in certain reinsurance contracts.

Net favorable prior year loss reserve development was \$10.5 million for the year ended December 31, 2021, compared to \$4.0 million net favorable prior year loss reserve development for the year ended December 31, 2020. The change from the prior period was a result of better than expected loss experience on property and contingency classes of business moved to runoff in 2021.

#### **Year ended December 31, 2020 and 2019**

Corporate generated an underwriting loss of \$3.1 million for the year ended December 31, 2020, compared to an underwriting loss of \$6.8 million for the year ended December 31, 2019.

### **Non-GAAP Financial Measures**

We have included certain financial measures that are not calculated under standards or rules that comprise U.S. GAAP. Such measures, including core underwriting income, core net services income, core income, core combined ratio, basic book value per share, tangible basic book value per share, diluted book value per share and tangible diluted book value per share, are referred to as non-GAAP financial measures. These non-GAAP financial measures may be defined or calculated differently by other companies. We believe these measures allow for a more complete understanding of our underlying business. These measures are used by management to monitor our results and should not be viewed as a substitute for those determined in accordance with U.S. GAAP. Reconciliations of non-GAAP measures to the most comparable U.S. GAAP measures are included below.

### ***Core Results***

Collectively, the sum of the Company's two segments, Reinsurance and Insurance & Services, constitute "Core" results. Core underwriting income, Core net services income, Core income and Core combined ratio are non-GAAP financial measures. We believe it is important to review Core results as it better reflects how management views the business and reflects our decision to exit the runoff business. The sum of Core results and Corporate results are equal to the consolidated results of operations.

Core underwriting income - calculated by subtracting loss and loss adjustment expenses incurred, net, acquisition costs, net, and other underwriting expenses from net premiums earned.

Core net services income - consists of services revenues which include commissions, brokerage and fee income related to consolidated MGAs, and other revenues, services expenses which include direct expenses related to consolidated MGAs, services non-controlling income which represent minority ownership interests in consolidated MGAs, and net investment gains from Strategic Investments at fair value which are net investment gains/losses from investment in our strategic partners. Net services income is a key indicator of the profitability of the Company's services provided, including investment returns on non-consolidated investment positions held.

Core income - consists of two components, core underwriting income and core net services income. Core income is a key measure of our segment performance.

Core combined ratio - calculated by dividing the sum of Core loss and loss adjustment expenses incurred, net, acquisition costs, net and other underwriting expenses by Core net premiums earned. This ratio is a key indicator of our underwriting profitability.

See Note 5 "Segment reporting" to our audited consolidated financial statements for additional information and a calculation of Core income (loss).

***Basic Book Value Per Share, Tangible Basic Book Value Per Share, Diluted Book Value Per Share, Tangible Diluted Book Value Per Share***

In the year ended December 31, 2021, we changed the method for calculating the dilutive effect of restricted shares, restricted share units and options to calculate the dilutive impact in a manner similar to how dilution is calculated using the treasury stock method for earnings per share. This change had no impact on previously presented basic book value per share. The following table shows the revised diluted book value per share compared to the diluted book value per share as previously presented:

	<u>December 31, 2020</u>	<u>December 31, 2019</u>
Diluted book value per share	\$ 16.71	\$ 15.19
Diluted book value per share, as previously presented	16.42	15.04
Difference	\$ 0.29	\$ 0.15

Basic book value per share, as presented, is a non-GAAP financial measure and is calculated by dividing common shareholders' equity attributable to SiriusPoint common shareholders by the number of common shares outstanding, excluding the total number of issued unvested restricted shares, at period end. While restricted shares are outstanding, they are excluded from Basic book value per share because they are unvested.

Tangible basic book value per share, as presented, is a non-GAAP financial measure and is calculated by dividing tangible common shareholders' equity attributable to SiriusPoint common shareholders by the number of common shares outstanding, excluding the total number of unvested restricted shares, at period end. Management believes that effects of intangible assets are not indicative of underlying underwriting results or trends and make book value comparisons to less acquisitive peer companies less meaningful. The Company's management believes tangible book value per share is useful to investors because it provides a more accurate measure of the realizable value of shareholder returns, excluding the impact of intangible assets.

Diluted book value per share and tangible diluted book value per share, as presented, are non-GAAP financial measures and are calculated similar to the treasury stock method. Under the treasury stock method, we assume that proceeds received from in-the-money options and/or warrants exercised are used to repurchase common shares in the market. The dilutive effect of restricted shares, restricted share units and options are calculated in a manner consistent with how dilution is calculated using the treasury stock method for earnings per share. We have also followed a similar approach for calculating dilution for warrants, Series A preference shares, Upside Rights and other potentially dilutive securities issued as part of our acquisition of Sirius Group. Management believes these measures are useful to investors because they measure the realizable value of shareholder returns in a manner consistent with how dilution is calculated using the treasury stock method for earnings per share. Management believes that effects of intangible assets are not indicative of underlying underwriting results or trends and make book value comparisons to less acquisitive peer companies less meaningful. Also, the tangible diluted book value per share is useful because it provides a more accurate measure of the realizable value of shareholder returns, excluding intangible assets.

The following table sets forth the computation of basic book value per share, tangible basic book value per share, diluted book value per share and tangible diluted book value per share as of December 31, 2021 and 2020:

	2021	2020
	(\$ in millions, except share and per share amounts)	
<b>Basic and diluted book value per share numerator:</b>		
Shareholders' equity attributable to SiriusPoint shareholders	\$ 2,503.7	\$ 1,563.9
Less: Series B preference shares	(200.0)	—
Common shareholders' equity attributable to SiriusPoint common shareholders - basic	2,303.7	1,563.9
Plus: carrying value of Series A preference shares issued in merger	20.4	—
Common shareholders' equity attributable to SiriusPoint common shareholders - diluted	2,324.1	1,563.9
Less: intangible assets	(171.9)	—
Tangible common shareholders' equity attributable to SiriusPoint common shareholders - basic	2,131.8	1,563.9
Tangible common shareholders' equity attributable to SiriusPoint common shareholders - diluted	\$ 2,152.2	\$ 1,563.9
<b>Basic and diluted book value per share denominator:</b>		
Common shares outstanding	161,929,777	95,582,733
Unvested restricted shares	(2,590,194)	(2,933,993)
Basic book value per share denominator	159,339,583	92,648,740
Effect of dilutive Series A preference shares issued in merger <sup>(1)</sup>	—	—
Effect of dilutive warrants <sup>(2)</sup>	—	—
Effect of dilutive stock options, restricted shares and restricted share units issued to directors and employees	2,898,237	969,386
Diluted book value per share denominator	162,237,820	93,618,126
<b>Basic book value per share</b>	<b>\$ 14.46</b>	<b>\$ 16.88</b>
<b>Tangible basic book value per share</b>	<b>\$ 13.38</b>	<b>\$ 16.88</b>
<b>Diluted book value per share</b>	<b>\$ 14.33</b>	<b>\$ 16.71</b>
<b>Tangible diluted book value per share</b>	<b>\$ 13.27</b>	<b>\$ 16.71</b>

(1) As of December 31, 2021 there was no dilution as the conversion would result in the forfeiture of all of the Series A preference shares.

(2) As of December 31, 2021 and 2020, there was no dilution as a result of the Company's share price being under the lowest exercise price for warrants.

## Liquidity and Capital Resources

### Impact of Sirius Acquisition on Liquidity and Capital Resources

On February 26, 2021, we completed the acquisition of Sirius Group. We believe that our operating subsidiaries, following the acquisition of Sirius Group, have adequate capital resources in the aggregate, and the ability to produce sufficient cash flows to meet expected claims payments and operational expenses, including but not limited to interest payments, for the next twelve months from cash flows generated from operating activities and investment income. We may incur additional indebtedness in the future if we determine that it would be an efficient part of our capital structure.

### Liquidity Requirements

Liquidity is a measure of a company's ability to generate cash flows sufficient to meet short-term and long-term cash requirements of its business operations. SiriusPoint's insurance and reinsurance operations are subject to regulation and supervision in each of the jurisdictions where they are domiciled and licensed to conduct business. Generally, regulatory authorities have broad supervisory and administrative powers over such matters as licenses, standards of solvency, premium rates, policy forms, investments, security deposits, methods of accounting, form and content of financial statements, reserves for unpaid loss and loss adjustment expenses, reinsurance, minimum capital and surplus requirements, dividends and other distributions to shareholders, periodic examinations and annual and other report filings. In general, such regulation is for the protection of policyholders rather than shareholders. SiriusPoint manages its liquidity needs primarily through the maintenance of a short duration and high quality fixed income portfolio.

SiriusPoint is a holding company and has no substantial operations of its own and its assets consist primarily of its investments in subsidiaries. Its cash needs primarily consist of the payment of corporate expenses, interest payments on senior and subordinated notes, strategic investment opportunities and dividends to preference shareholders. SiriusPoint may

also require cash to fund share repurchases. Cash at the subsidiaries is used primarily to pay loss and loss adjustment expenses, reinsurance premiums, acquisition costs, interest expense, taxes, general and administrative expenses and to purchase investments. The insurance and reinsurance business of our operating subsidiaries inherently provide liquidity, as premiums are received in advance of the time losses are paid. However, the amount of cash required to fund loss payments can fluctuate significantly from period to period, due to the low frequency/high severity nature of certain types of business we write.

To date, the COVID-19 pandemic has not materially impacted our ability to meet liquidity, regulatory capital requirements or other contractual commitments.

#### *Dividend Capacity*

SiriusPoint's ability to pay expenses or dividends or return capital to shareholders will depend upon the availability of dividends or other statutorily permissible distributions from its subsidiaries. The ability to pay such dividends and/or distributions is limited by the applicable laws and regulations of the various countries and states in which SiriusPoint's subsidiaries operate, as well as the need to maintain capital levels to adequately support insurance and reinsurance operations, and to preserve financial strength ratings issued by independent rating agencies. See Note 23 "Statutory requirements" in our audited consolidated financial statements included elsewhere in this Annual Report for additional information. For the year ended December 31, 2021, SiriusPoint received \$74.0 million (2020 - \$135.2 million) of distributions from SiriusPoint Bermuda Insurance Company Ltd. ("SiriusPoint Bermuda"), its immediate wholly-owned subsidiary. We believe the dividend/distribution capacity of SiriusPoint's subsidiaries, which was approximately \$844.4 million as of December 31, 2021, will provide SiriusPoint with sufficient liquidity for the foreseeable future.

In addition to the regulatory and other contractual constraints to paying dividends, we manage the capital of the group and each of our operating subsidiaries to support our current ratings from AM Best, Fitch and S&P's. This could further reduce the ability and amount of dividends that could be paid from subsidiaries to SiriusPoint.

For the year ended December 31, 2021, SiriusPoint did not pay any dividends to its common shareholders.

#### *Sources of Liquidity*

Our operating subsidiaries sources of liquidity have primarily consisted of net premiums written, reinsurance recoveries, investment income and proceeds from sales of or dividends or distributions attributable to investments.

We believe the liquidity profile of the net investments underlying the TP Enhanced Fund, the Company's rights under the Third Amended and Restated Exempted Limited Partnership Agreement among SiriusPoint and SiriusPoint Bermuda effective February 26, 2021 (the "2020 LPA") to withdraw from the TP Enhanced Fund and the operating cash on hand will provide us with sufficient liquidity to manage our operations. TP Enhanced Fund's investment portfolio is concentrated in tradable securities and is marked to market each day. Pursuant to the investment guidelines as specified in the 2020 LPA, at least 60% of our portfolio must be invested in securities of publicly traded companies and governments of Organization of Economic Co-operation and Development high income countries, asset-backed securities, cash, cash equivalents and gold and other precious metals. Under the 2020 LPA, the Company has the right to withdraw funds monthly from TP Enhanced Fund to meet capital adequacy requirements and to satisfy financing obligations. The Company may also withdraw its investment upon the occurrence of certain events specified in the 2020 LPA, including to meet capital adequacy requirements, to prevent a negative credit rating, for risk management purposes or to satisfy financing obligations, subject to certain limitations on such withdrawals as specified in the 2020 LPA, and may withdraw its investment in full on the first quarter end date after the 5-year anniversary of the closing date of the acquisition of Sirius Group (i.e. March 31, 2026) and each successive two-year anniversary of such date. The Company is also entitled to withdraw funds from the TP Enhanced Fund in order to satisfy its risk management guidelines, upon prior written notice to TP GP, in an amount not to exceed 20% of the sum of (x) the aggregate opening balances of our capital account and (y) the aggregate amount of capital contributions credited to our capital account.

Effective February 26, 2021, the Company entered into a 3-year, \$300.0 million senior unsecured revolving credit facility (the "Facility") with JPMorgan Chase Bank, N.A. as administrative agent. The Facility includes an option, subject to satisfaction of certain conditions including agreement of lenders representing greater than a majority of commitments, for the Company to request an extension by such lenders of the maturity date of the Facility by an additional 12 months. The Facility provides access to loans for working capital and general corporate purposes, and letters of credit to support obligations under insurance and reinsurance agreements, retrocessional agreements and for general corporate purposes. Loans and letters of credit under the Facility will become available, subject to customary conditions precedent. As of December 31, 2021, there

were no outstanding borrowings under the Facility. In addition, as of December 31, 2021, SiriusPoint was in compliance with all of the covenants under the Facility.

### ***Financing***

We expect that our cash and cash equivalents on the balance sheet and cash flow from operations will provide us with the financial flexibility to execute our strategic objectives. Our ability to generate cash, however, is subject to our performance, general economic conditions, industry trends and other factors. To the extent cash and cash equivalents on the balance sheet, investment returns and cash flow from operations are insufficient to fund our future activities and requirements, we may need to raise additional funds through public or private equity or debt financing. If we issue equity securities in order to raise additional funds, substantial dilution to existing shareholders may occur. If we raise cash through the issuance of additional indebtedness, we may be subject to additional contractual restrictions on our business. There is no assurance that we would be able to raise the additional funds on favorable terms or at all.

Our debt and equity instruments as of December 31, 2021 and December 31, 2020 are summarized below.

#### *2017 SEK Subordinated Notes*

On September 22, 2017, Sirius Group, through Sirius International Group (“SIG”), issued floating rate callable subordinated notes denominated in SEK in the amount of SEK 2,750.0 million (or \$346.1 million on date of issuance) at a 100% issue price (“2017 SEK Subordinated Notes”). The 2017 SEK Subordinated Notes were issued in an offering that was exempt from the registration requirements of the Securities Act of 1933 (the “Securities Act”). The 2017 SEK Subordinated Notes bear interest on their principal amount at a floating rate equal to the applicable Stockholm Interbank Offered Rate for the relevant interest period plus an applicable margin, payable quarterly in arrears on March 22, June 22, September 22, and December 22 in each year commencing on December 22, 2017, until maturity in September 2047. The 2017 SEK Subordinated Notes are listed on the Euronext Dublin exchange.

As a result of the Company’s merger with SIG, the Company acquired the existing and outstanding aggregate principal amount of the 2017 SEK Subordinated Notes pursuant to the First Supplemental Subordinated Indenture, dated May 27, 2021, among SIG, the Company and The Bank of New York Mellon, as trustee (the “Trustee”).

As of December 31, 2021, the carrying value of the 2017 SEK Subordinated Notes was \$296.3 million and reflected as debt in the in the consolidated balance sheets.

See Note 16 “Debt and letter of credit facilities” in our audited consolidated financial statements included elsewhere in this Annual Report for additional information.

#### *2016 Senior Notes*

On November 1, 2016, Sirius Group, through SIG, issued \$400.0 million face value of senior unsecured notes (“2016 Senior Notes”) at an issue price of 99.209% for net proceeds of \$392.4 million after taking into effect both deferrable and non-deferrable issuance costs. The 2016 Senior Notes were issued in an offering that was exempt from the registration requirements of the Securities Act. The 2016 Senior Notes bear an annual interest rate of 4.6%, payable semi-annually in arrears on May 1, and November 1, in each year commencing on May 1, 2017, until maturity in November 2026. The 2016 Senior Notes are listed on the Bermuda Stock Exchange.

As a result of the Company’s merger with SIG, the Company acquired the existing and outstanding aggregate principal amount of the 2016 SIG Senior Notes pursuant to the Third Supplemental Senior Indenture, dated May 27, 2021, among SIG, the Company and the Trustee.

As of December 31, 2021, the carrying value of the 2016 Senior Notes was \$406.0 million and reflected as debt in the consolidated balance sheets.

See Note 16 “Debt and letter of credit facilities” in our audited consolidated financial statements included elsewhere in this Annual Report for additional information.

#### *2015 Senior Notes*

On February 13, 2015, Third Point Re (USA) Holdings Inc., issued \$115.0 million of senior unsecured notes (the “2015 Senior Notes”) due February 13, 2025. The 2015 Senior Notes bear interest at 7.0% and interest is payable semi-annually on February 13 and August 13 of each year.

As a result of the Company’s merger with Third Point Re (USA) Holdings Inc., the Company acquired the existing and outstanding aggregate principal amount of the 2015 Senior Notes pursuant to the Second Supplemental Indenture, dated December 31, 2021, among Third Point Re (USA) Holdings Inc., the Company and the Trustee.

As of December 31, 2021 and December 31, 2020, the carrying value of the 2015 Senior Notes was \$114.4 million and \$114.3 million, respectively, and reflected as debt in the in the consolidated balance sheets.

See Note 16 “Debt and letter of credit facilities” in our audited consolidated financial statements included elsewhere in this Annual Report for additional information.

#### *Series A Preference Shares*

On February 26, 2021, certain holders of Sirius Group shares elected to receive Series A preference shares as consideration with respect to the Sirius Group acquisition. The Company issued 11,720,987 of designated Series A preference shares, with a par value of \$0.10 per share. The Series A preference shares rank *pari passu* with the Company’s common shares with respect to the payment of dividends or distributions. Each Series A preference share has voting power equal to the number of Company shares into which it is convertible, and the Series A preference shares and Company shares vote together as a single class with respect to any and all matters.

As of December 31, 2021, the estimated fair value of the Series A preference shares was \$20.4 million and is reflected in liability-classified capital instruments in the consolidated balance sheets. During the year ended December 31, 2021, the Company did not declare or pay dividends to Series A preference shareholders.

See Note 3 “Acquisition of Sirius Group” in our audited consolidated financial statements included elsewhere in this Annual Report for additional information.

#### *Series B Preference Shares*

On February 26, 2021, the previous Sirius Group preference shareholders exchanged their existing Series B preference shares of Sirius Group in return for 8,000,000 new Series B preference shares, par value \$0.10, of the Company. Dividends on the Series B preference shares will be cumulative and payable quarterly in arrears at an initial rate of 8.0%. The preference shareholders will have no voting rights with respect to the Series B preference shares unless dividends have not been paid for six dividend periods, whether or not consecutive, in which case the holders of the Series B preference shares will have the right to elect two directors.

On June 28, 2021 and August 12, 2021, the Company entered into Underwriting Agreements with the Series B preference shareholders (the “Selling Shareholders”) pursuant to which the Selling Shareholders sold to the public market an aggregate of 8,000,000 Series B preference shares. The Company did not receive any proceeds from the sale of the Series B preference shares by the Selling Shareholders. The transaction did not change the underlying conditions of the Series B preference shares. The Series B preference shares are listed on the New York Stock Exchange under the symbol “SPNT PB”.

As of December 31, 2021, the carrying value of the Series B preference shares was \$200.0 million and reflected in shareholders’ equity attributable to SiriusPoint shareholders in the consolidated balance sheets. During the year ended December 31, 2021, the Company declared and paid dividends of \$12.1 million to the Series B preference shareholders.

See Note 18 “Shareholders’ equity” in our audited consolidated financial statements included elsewhere in this Annual Report for additional information.

#### *Debt Covenants*

As of December 31, 2021, SiriusPoint was in compliance with all of the covenants under the 2017 SEK Subordinated Notes, the 2016 Senior Notes, and the 2015 Senior Notes.

### ***Letter of Credit Facilities***

As of December 31, 2021, \$1,117.0 million of letters of credit had been issued. Each of the facilities contain customary events of default and restrictive covenants, including but not limited to, limitations on liens on collateral, transactions with affiliates, mergers and sales of assets, as well as solvency and maintenance of certain minimum pledged equity requirements and a minimum rating from rating agencies. Each restricts issuance of any debt without the consent of the letter of credit provider. Additionally, if an event of default exists, in any of the letter of credit facilities, we could be prohibited from paying dividends. We were in compliance with all of the covenants under the aforementioned letters of credit facilities as of December 31, 2021.

See Note 16 “Debt and letter of credit facilities” in our audited consolidated financial statements included elsewhere in this Annual Report for additional information.

### ***Cash Secured Letter of Credit Agreements***

Under the cash secured letter of credit facilities, we provide collateral that consists of cash and cash equivalents and debt securities. As of December 31, 2021, total cash and cash equivalents and debt securities with a fair value of \$1,266.8 million were pledged as collateral against the letters of credit issued.

We believe that we have adequate capacity between our existing cash secured letter of credit agreements as well as available investments to post in reinsurance trusts to meet our collateral obligations under our existing and future reinsurance business.

For further details and discussion with respect to cash secured letter of credit agreements, see Note 16 “Debt and letter of credit facilities” in our audited consolidated financial statements included elsewhere in this Annual Report.

### ***Cash, Restricted Cash and Cash Equivalents and Restricted Investments***

Cash and cash equivalents consist of cash held in banks and other short-term, highly liquid investments with original maturity dates of ninety days or less. We invest a portion of the collateral securing certain reinsurance contracts in U.S. treasury securities and sovereign debt. This portion of the collateral is included in debt securities in the consolidated balance sheets and is disclosed as part of restricted investments. In addition, restricted investments also pertain to limited partnership interests in TP Enhanced Fund securing the Company’s contractual obligations under certain reinsurance contracts that the Company will not be released from until the underlying risks have expired or have been settled.

Restricted cash and cash equivalents and restricted investments increased by \$781.3 million, or 61.3%, to \$2,055.6 million as of December 31, 2021 from \$1,274.3 million as of December 31, 2020. The increase was primarily due to an increase in the number of reinsurance contracts that required collateral as a result of the acquisition of Sirius Group.

For additional information on restricted cash, cash equivalents and investments, see Note 6 “Cash, cash equivalents, restricted cash and restricted investments” in our consolidated financial statements included elsewhere in this Annual Report.

### ***Cash Flows***

Our cash flows from operations generally represent the difference between: (1) premiums collected and investment income and (2) loss and loss expenses paid, reinsurance purchased, underwriting and other expenses paid. Cash flows from operations may differ substantially from net income (loss) and may be volatile from period to period depending on the underwriting opportunities available to us and other factors. Due to the nature of our underwriting portfolio, claim payments can be unpredictable and may need to be made within relatively short periods of time. Claim payments can also be required several months or years after premiums are collected. In addition, as discussed above, SiriusPoint has access to the \$300.0 million Facility that provides access to loans for working capital and general corporate purposes, and letters of credit to support obligations under insurance and reinsurance agreements and retrocessional agreements.

Operating, investing and financing cash flows for the years ended December 31, 2021 and 2020 were as follows:

	2021	2020
	(\$ in millions)	
Net cash provided by operating activities	\$ 1.6	\$ 73.3
Net cash provided by investing activities	208.6	6.0
Net cash provided by (used in) financing activities	24.3	(19.4)
Net increase in cash, cash equivalents and restricted cash	234.5	59.9
Cash, cash equivalents and restricted cash at beginning of year	1,713.9	1,654.0
Cash, cash equivalents and restricted cash at end of year	\$ 1,948.4	\$ 1,713.9

#### *Operating Activities*

Cash flows provided by operating activities can fluctuate due to timing differences between the collection of premiums and reinsurance recoverables and the payment of losses and loss expenses, and the payment of premiums to reinsurers. The decrease in cash flows from operating activities in the year ended December 31, 2021 compared to the year ended December 31, 2020 was primarily due to payments of losses and loss expenses, partially offset by an increase in premiums received and due to transaction related payments for professional and advisory fees relating to the Sirius Group acquisition.

#### *Investing Activities*

Cash flows provided by investing activities for the year ended December 31, 2021 primarily relates to the acquisition of Sirius Group, which comprised of \$740.3 million of cash and restricted cash acquired, partially offset by \$108.4 million of cash consideration. Additionally, the Company redeemed \$200.0 million of investments from its related party investment funds. Offsetting the cash provided by investments were purchases of fixed income investments which exceeded sales and maturities during the period. Cash flows provided by investing activities for the year ended December 31, 2020 primarily relates to investment activity from the opportunistic credit portfolio.

#### *Financing Activities*

Cash flows provided by financing activities for the year ended December 31, 2021 primarily consisted of cash receipts of \$48.6 million from the issuance of SiriusPoint common shares pursuant to the equity commitment letter between the Company, Third Point Opportunities Master Fund Ltd. and Daniel S. Loeb in connection with closing of the acquisition of Sirius Group. Cash flows used in financing activities for the year ended December 31, 2020 primarily consisted of \$20.2 million from payments on deposit liability contracts.

See Note 3 “Acquisition of Sirius Group” in our consolidated financial statements included in this Annual Report for a more detailed discussion on the Sirius Group acquisition.

#### **Financial Condition**

As of December 31, 2021, total shareholders’ equity was \$2,503.3 million compared to \$1,565.3 million as of December 31, 2020. The increase was primarily due to the acquisition of Sirius Group. See Note 3 “Acquisition of Sirius Group” in our audited consolidated financial statements included elsewhere in this Annual Report for a more detailed discussion on the Sirius Group acquisition.

## Contractual Obligations

Our contractual obligations requirements as of December 31, 2021 by estimated maturity are presented below:

	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
	(\$ in millions)				
Debt <sup>(1)</sup>	\$ 818.1	\$ —	\$ —	\$ 515.0	\$ 303.1
Scheduled interest payments <sup>(1)</sup>	432.6	38.6	77.2	65.1	251.7
Subtotal - Debt obligations	1,250.7	38.6	77.2	580.1	554.8
Loss and loss adjustment expense reserves <sup>(2)</sup>	4,841.4	1,716.9	1,591.8	575.2	957.5
Projected pension benefit obligation <sup>(3)</sup>	5.2	0.4	0.7	1.0	3.1
Operating leases <sup>(4)</sup>	34.3	10.4	12.5	5.6	5.8
Deposit liabilities <sup>(5)</sup>	150.7	24.0	47.3	27.4	52.0
Total <sup>(6)(7)</sup>	\$ 6,282.3	\$ 1,790.3	\$ 1,729.5	\$ 1,189.3	\$ 1,573.2

- (1) See Note 16 to our audited consolidated financial statements included elsewhere in this Annual Report for detailed information on our debt obligations.
- (2) We have estimated the expected payout pattern of the loss and loss adjustment expense reserves by applying estimated payout patterns from actuarial analyses. The amount and timing of actual loss payments could differ materially from the estimated payouts in the table above. Refer to "Critical Policies and Accounting Estimates - Loss and Loss Adjustment Expense Reserves" for additional information. The timing of claim payments is subject to significant uncertainty. SiriusPoint maintains a portfolio of marketable investments with varying maturities and a substantial amount of short-term investments to provide adequate liquidity for the payment of claims. We have not taken into account corresponding reinsurance recoverable amounts that would be due to us.
- (3) See Note 19 to our audited consolidated financial statements included elsewhere in this Annual Report for further details describing the projected pension benefit obligation.
- (4) See Note 22 to our audited consolidated financial statements included elsewhere in this Annual Report for detailed information on our leases. The above table does not include future minimum rental commitments of one material lease that has not yet commenced as of December 31, 2021. The minimum rental commitment under this lease is approximately \$11.4 million.
- (5) For purposes of this table, we have included estimates of future interest accruals and the amount we expect the deposit liability contracts would settle for at their probable settlement dates.
- (6) We have future binding commitments to fund certain other long-term investments. These commitments totaled \$13.8 million as of December 31, 2021. These commitments do not have fixed funding dates. Therefore, these commitments are excluded from the table above.
- (7) The Series B preference shares contain both a mandatory conversion and optional redemption features, with the optional redemption features allowing for settlement in either common shares or cash. Obligations arising from these incentives are excluded from the table above.

## Critical Accounting Policies and Estimates

See Note 2 "Significant accounting policies" in our audited consolidated financial statements included elsewhere in this Annual Report for a summary of our significant accounting and reporting policies.

Our consolidated financial statements are prepared in accordance with U.S. GAAP, which requires management to make estimates and assumptions. We believe that the accounting policies that require the most significant judgments and estimations by management are: (1) premium revenue recognition, including evaluation of risk transfer, (2) loss and loss adjustment expense reserves, (3) fair value measurements related to our investments, (4) valuation of loss and adjustment expenses reserves and intangible assets relating to the Value of Business Acquired ("VOBA") and other intangible assets as part of the Sirius Group acquisition, and (5) income taxes. If actual events differ significantly from the underlying judgments or estimates used by management in the application of these accounting policies, there could be a material adverse effect on our results of operations and financial condition.

### Premium Revenue Recognition Including Evaluation of Risk Transfer

#### Premium Estimates

Effective January 1, 2021, the Company changed its accounting policy for assumed written premiums. Previously, the Company estimated ultimate premium written for the entire contract period and recorded this estimate at inception of the contract. For contracts where the full premium written was not estimable at inception, the Company recorded premium written for the portion of the contract period for which the amount was estimable.

The Company changed its accounting policy to recognize premiums written ratably over the term of the related policy or reinsurance treaty consistent with the timing of when the ceding company has recognized the written premiums. Premiums written include amounts reported by brokers and ceding companies, supplemented by the Company's own estimates of premiums where reports have not been received. The determination of premium estimates requires a review of the Company's experience with the ceding companies, familiarity with each market, the timing of the reported information, an analysis and understanding of the characteristics of each class of business and management's judgment of the impact of various factors, including premium or loss trends, on the volume of business written and ceded to the Company. On an ongoing basis, the Company's underwriters review the amounts reported by these third parties for reasonableness based on their experience and knowledge of the subject class of business, taking into account the Company's historical experience with the brokers, ceding companies or MGAs. See Note 2 "Significant accounting policies" in our audited consolidated financial statements for additional information on premium revenue recognition and the retrospective impact from the change in accounting policy on the Company's consolidated financial statements.

Changes in premium estimates are expected and may result in adjustments in any reporting period. These estimates change over time as additional information regarding the underlying business volume is obtained. Along with uncertainty regarding the underlying business volume, our contracts may also contain a number of contractual features that can significantly impact the amount of premium that we ultimately recognize including commutation provisions, multi-year contracts with cancellation provisions and provisions to return premium at the expiration of the contract in certain circumstances. In certain contracts, these provisions can be exercised by the client, in some cases provisions can be exercised by us and in other cases by mutual consent. We regularly monitor the premium estimates for each of our contracts considering the cash premiums received, reported premiums, discussions with our clients regarding their premium projections as well as evaluating the potential impact of contractual features. Any subsequent adjustments arising on such estimates are recorded in the period in which they are determined.

Changes in premium estimates may not result in a direct impact to net income or shareholders' equity since changes in premium estimates do not necessarily impact the amount of net premiums earned at the time of the premium estimate change and would generally be offset by proportional changes in acquisition costs and net loss and loss adjustment expenses.

The following table summarize premium estimates and related commissions and expenses by segment as of December 31, 2021 and 2020:

	2021			2020		
	Premium Estimates	Commission Estimate	Amount Included in Insurance and Reinsurance Balances Receivable, Net	Premium Estimates	Commission Estimate	Amount Included in Insurance and Reinsurance Balances Receivable, Net
	(\$ in millions)					
Reinsurance	\$ 982.5	\$ (235.1)	\$ 747.4	\$ 316.4	\$ (120.5)	\$ 195.9
Insurance & Services	283.2	(85.4)	197.8	1.9	(0.2)	1.7
Corporate	3.7	0.9	4.6	8.1	—	8.1
Total	\$ 1,269.4	\$ (319.6)	\$ 949.8	\$ 326.4	\$ (120.7)	\$ 205.7

#### *Risk Transfer*

Determining whether or not a reinsurance contract meets the condition for risk transfer requires judgment. The determination of risk transfer is critical to recognizing premiums written and is based, in part, on the use of actuarial pricing models and assumptions and evaluating contractual features that could impact the determination of whether a contract meets risk transfer. If we determine that a reinsurance contract does not transfer sufficient risk, we use deposit accounting.

#### **Loss and Loss Adjustment Expense Reserves**

##### *Loss and Loss Adjustment Expense Reserves by Reportable Segment*

The following table summarize net loss and loss adjustment expenses reserves separated between (i) case reserves for claims reported ("Case") and (ii) incurred but not reported ("IBNR") reserves for losses that have occurred but for which claims have not yet been reported and for expected future development on case reserves as of December 31, 2021 and 2020:

	2021			2020		
	Case	IBNR	Total <sup>(1)</sup>	Case	IBNR	Total
	(\$ in millions)					
Reinsurance	\$ 1,109.8	\$ 1,712.6	\$ 2,822.4	\$ 213.0	\$ 670.4	\$ 883.4
Insurance & Services	81.8	296.4	378.2	0.1	5.8	5.9
Corporate	45.7	379.8	425.5	49.4	357.0	406.4
Total	\$ 1,237.3	\$ 2,388.8	\$ 3,626.1	\$ 262.5	\$ 1,033.2	\$ 1,295.7

(1) Excludes deferred charges on retroactive reinsurance contracts.

In order to reduce the potential uncertainty of loss reserve estimation, we obtain information from numerous sources to assist in the reserving process for both our reinsurance and primary business. Our underwriters and pricing actuaries devote considerable effort to understanding and analyzing a ceding company or MGA's operations and loss history during the underwriting of the business, using a combination of client and industry statistics. Such statistics normally include historical premium and loss data by class of business, individual claim information for larger claims, distributions of insurance limits provided and the risk characteristics of the underlying insureds, loss reporting and payment patterns and rate change history. In cases where there is limited history or no history for a particular cedent, we rely on other available information based on industry data or other sources. Our analysis is used to project expected ultimate loss ratios for each contract or MGA during the upcoming contract period, which are considered in the loss reserving process.

We rely heavily on information reported by MGAs and ceding companies, as discussed above. In order to determine the accuracy and completeness of such information, our underwriters, actuaries, and claims personnel perform audits of certain MGAs and ceding companies, where customary. Generally, ceding company audits are not customary outside the United States. In such cases, we review information from ceding companies for unusual or unexpected results. Any material findings are discussed with the ceding companies. We sometimes encounter situations where it is determined that a claim presentation from a ceding company is not in accordance with contract terms. Most situations are resolved without the need for litigation or arbitration. However, in the infrequent situations where a resolution is not possible, SiriusPoint defends its position in such arbitration or litigation.

See Note 13 "Loss and loss adjustment expense reserves" in our audited consolidated financial statements included elsewhere in this Annual Report for additional information regarding loss and loss adjustment expense reserves including reserving methodologies.

As part of our risk management process, we periodically engage external actuarial and claims consultants to independently evaluate the adequacy of the net carried loss and loss adjustment expense reserves. Management considers the results of the independent analysis as a supplement to internal recommendations when determining carried loss and loss adjustment expenses reserve amounts.

The following table details our prior year loss reserve development of liability for net unpaid claims and claim expenses for the years ended December 31, 2021 and 2020:

	2021		2020	
	Unfavorable (favorable) development	Unfavorable (favorable) development	Unfavorable (favorable) development	Unfavorable (favorable) development
	(\$ in millions)			
Reinsurance	\$ (18.6)	\$ 37.7		
Insurance & Services	(13.5)	0.1		
Corporate	(10.5)	(4.0)		
Total net unfavorable (favorable) development	\$ (42.6)	\$ 33.8		

#### Loss and loss adjustment expense development - 2021

The \$42.6 million net decrease in prior years' reserves for the year ended December 31, 2021 was driven by:

- \$18.6 million of net favorable prior year reserve development in the Reinsurance segment as a result of better than expected loss reserve emergence on historical property events relating to multiple accident years and better than expected attritional loss experience;

- \$13.5 million of net favorable prior year reserve development in the Insurance & Services segment as a result of better than expected loss experience in A&H for recent accident years; and
- \$10.5 million of net favorable prior year reserve development in Corporate as a result of better than expected loss experience on property and contingency classes moved to runoff in 2021.

Loss and loss adjustment expense development - 2020

The \$33.8 million net increase in prior years' reserves for the year ended December 31, 2020 includes \$18.8 million increase in loss reserves resulting from increases in premium earnings estimates on certain contracts and \$15.0 million of net adverse reserve development related to increases in loss reserve estimates. In total, the change in net underwriting loss for prior periods due to loss reserve development and adjustments to premium earnings estimates, after the impact of any offsetting changes in acquisition costs as a result of sliding scale or profit commissions, resulted in a \$30.5 million increase in the net underwriting loss for the year ended December 31, 2020. The adverse underwriting loss development was a result of accumulated loss experience and ceding reserving increases, indicating that underlying casualty loss trends were higher than initial pricing and reserving.

*Sensitivity Analysis*

Actual Results vs. Initial Estimates

Generally, initial actuarial estimates of IBNR reserves not related to a specific large event are based on the loss ratio method applied to each class of business. SiriusPoint regularly reviews the adequacy of its recorded reserves by using a variety of generally accepted actuarial methods, including historical incurred and paid loss development methods. Estimates of the initial expected ultimate losses involve management judgment and are based on historical information for that class of business, which includes loss ratios, market conditions, changes in pricing and conditions, underwriting changes, changes in claims emergence, and other factors that may influence expected ultimate losses. If actual loss activity differs substantially from expectations, an adjustment to recorded reserves may be warranted. As time passes, loss reserve estimates for a given year will rely more on actual loss activity and historical patterns than on initial assumptions.

For major events, particularly natural catastrophe, SiriusPoint develops assessments of the ultimate losses associated with each individual event. Estimates are based on information from ceding companies, third party and internal catastrophe models, and by applying overall estimates of insured industry losses to SiriusPoint's exposure information.

Changes in all estimates will be recorded in the period in which the changes occur. In accident years where the updated estimates are lower than our initial estimates, we experience favorable development. Conversely, in accident years where the revised estimates are higher than our original estimates, there is adverse development on prior accident year reserves.

Potential Variability in Loss Reserve Estimates

There are possible variations from current estimates of loss reserves due to changes in key assumptions. In order to quantify the potential volatility in the loss reserve estimates, SiriusPoint employs a stochastic simulation approach to produce a range of results around the central estimate and estimated probabilities of possible outcomes. Both the probabilities and the related modeling are subject to inherent uncertainties. The simulation relies on a significant number of assumptions, such as variation in historical loss development patterns and industry losses for major events, potential mis-estimation of the initial expected loss ratios during the pricing process, and unanticipated inflation.

**Fair value measurements**

*Fair Value Hierarchy*

Fair value measurements are categorized into a hierarchy that distinguishes between inputs based on market data from independent sources ("observable inputs") and a reporting entity's internal assumptions based upon the best information available when external market data is limited or unavailable ("unobservable inputs"). Quoted prices in active markets for identical assets or liabilities have the highest priority ("Level 1"), followed by observable inputs other than quoted prices, including prices for similar but not identical assets or liabilities ("Level 2"), and unobservable inputs, including the reporting entity's estimates of the assumptions that market participants would use, having the lowest priority ("Level 3").

The availability of observable inputs can vary from financial instrument to financial instrument and is affected by a wide variety factors including, for example, the type of financial instrument, whether the financial instrument is new and not yet

established in the marketplace, and other characteristics particular to the instrument. To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires significantly more judgment. See Note 7 "Fair value measurements" to our audited consolidated financial statements for additional information on the framework for measuring fair value established by U.S. GAAP disclosure requirements.

#### *Strategic Investments*

We value our Strategic Investments at fair value, except for those that are consolidated. The fair value of these Strategic Investments are valued quarterly based on a combination of observable and unobservable market data inputs and entity specific financial data.

As of December 31, 2021, the Company's Strategic Investments totaled \$215.3 million. See Note 7 "Fair value measurements" to our audited consolidated financial statements for additional information on the framework for measuring fair value established by U.S. GAAP disclosure requirements related to investments.

#### *Investments measured using Net Asset Value*

We value our investments in limited partnerships, including our investments in related party investment funds, at fair value. We have elected the practical expedient for fair value for these investments which is estimated based on our share of the NAV of the limited partnerships, as provided by the independent fund administrator, as we believe it represents the most meaningful measurement basis for the investment assets and liabilities. The NAV represents our proportionate interest in the members' equity of the limited partnerships.

The fair value of our investments in certain hedge funds and certain private equity funds are also determined using NAV. The hedge fund's administrator provides quarterly updates of fair value in the form of our proportional interest in the underlying fund's NAV, which is deemed to approximate fair value, generally with a three month delay in valuation. The private equity funds provide quarterly or semi-annual partnership capital statements with a three month delay which are used as a basis for valuation. These private equity investments vary in investment strategies and are not actively traded in any open markets. Due to a lag in reporting, some of the fund managers, fund administrators, or both, are unable to provide final fund valuations as of the Company's reporting date. This includes utilizing preliminary estimates reported by its fund managers and using other information that is available with respect to the underlying investments, as necessary.

See Note 7 "Fair value measurements" to our audited consolidated financial statements for additional information on the framework for measuring fair value established by U.S. GAAP disclosure requirements related to investments measured using NAV.

#### ***Valuation of components of purchase consideration, loss and adjustment expenses reserves and intangible assets relating to VOBA and other intangible assets as part of the Sirius Group acquisition***

##### *Purchase consideration*

As a part of the total consideration related to the acquisition of Sirius Group, the Company issued various financial instruments, including preference shares, warrants, and other contingent value components, as discussed further in Note 3 "Acquisition of Sirius Group".

The majority of these instruments were valued utilizing model simulations that included assumptions around equity volatility and other market-based inputs. The Series B preference shares were valued by considering the results of three separate analyses: (i) a comparison to the observed market yields on similar publicly traded preferred shares of other insurance industry peers; (ii) a build-up method whereby an appropriate yield is based on a base level plus incremental amounts for relative risk and liquidity factors; and (iii) a comparison to the observed or implied yields of other securities in the SiriusPoint capital structure.

##### *Loss and loss adjustment expense reserves*

As a part of the acquisition of Sirius Group, we recognized an adjustment to the acquired loss and loss adjustment reserves of \$80.6 million to reflect the fair value of the acquired reserves as of the acquisition date. The adjustment to loss reserves is included in loss and loss adjustment expense reserves in our consolidated balance sheets and is based on the present value of future payments plus a risk margin.

Management applied judgment in estimating the fair value of loss reserves using historical loss payment patterns and risk margins. As of December 31, 2021, the unamortized fair value adjustment to loss reserves was \$65.6 million. On an annual basis, or as other factors necessitate such as an assessment, we evaluate the fair value adjustment to loss reserves for impairment. As of December 31, 2021, there were no indicators of impairment.

#### *VOBA*

As part of the acquisition of Sirius Group, we recognized VOBA of \$147.9 million. As of December 31, 2021, VOBA had a carrying value of \$50.0 million and amortization of \$97.9 million in the year ended December 31, 2021 was recorded in acquisition costs, net in the consolidated statements of net income. The VOBA related asset is included in deferred acquisition costs and value of business acquired, net on our consolidated balance sheet.

Management determined the fair value of the VOBA intangible asset by calculating the difference between the unearned premium reserve and estimated risk-adjusted future losses and expenses associated with the policies and contracts that were in-force as of the closing date of the acquisition, discounted to present value. Management applied judgment in estimating the VOBA intangible asset, which involved the use of significant assumptions related to the discount rate and expected profitability associated with the unearned premium reserve, which includes an associated risk margin.

VOBA is assessed for impairment on an annual basis or more frequently if events or changes in circumstances indicate that is more likely than not that an impairment exists. Such events or circumstances may include an economic downturn in a geographic market or a change in the assessment of future operations.

There was no evidence of potential impairment of the VOBA intangible asset as of December 31, 2021.

#### *Intangible Assets*

As part of the acquisition of Sirius Group, SiriusPoint recognized identifiable intangible assets. As of December 31, 2021, these identifiable intangible assets had a carrying value of \$171.9 million and consisted of the following, and are included in intangible assets on the Company's consolidated balance sheet:

- Distribution relationships - refers to the relationships Sirius Group has established with external independent distributors and brokers to facilitate the distribution of its products in the marketplace. As a result of owning the distribution relationships, management will not have to duplicate historical marketing, training, and start-up expenses to redevelop comparable relationships to support business operations. The fair value of the distribution relationships intangible asset was determined using a variation of the income approach. Management applied judgement in estimating the fair value of the distribution relationships intangible asset, which involved the use of assumptions related to the discount rate and customer attrition rate, as well as the expected revenue growth rates and profitability margins (which are used to determine the amount and timing of expected future cash flows);
- MGA relationships - refers to relationships with managing general agents on the direct insurance business. Through the MGA relationships, Sirius Group generates a predictable and recurring stream of service fee revenue. The fair value of the MGA relationships intangible asset was determined using a variation of the income approach, which involved the use of assumptions related to the discount rate and customer attrition rate, as well as the expected revenue growth rates and profitability margins;
- Lloyd's Capacity - Syndicate 1945 - relates to relationships associated with the right to distribute and market policies underwritten through Lloyd's Syndicate 1945. The Lloyd's Capacity intangible asset was valued using the market comparable transaction method;
- Insurance licenses - Sirius Group, like other insurance providers, is required to maintain licenses to produce and service insurance contracts. Insurance licenses are estimated to have an indefinite life and are therefore not amortized, but are subject to periodic impairment testing. The insurance licenses were valued using the market comparable transaction method;
- Trade name - represents the value of the Sirius Group brand acquired. The trade names intangible asset was valued using the relief from royalty method; and
- Internally developed and used computer software - represents the value of internally developed and used computer software utilized by the Company.

Intangible assets are assessed for impairment on an annual basis or more frequently if events or changes in circumstances indicate that is more likely than not that an impairment exists. Such events or circumstances may include an economic downturn in a geographic market or a change in the assessment of future operations.

There was no evidence of potential impairment of intangible assets as of December 31, 2021.

#### ***Income Taxes***

Prior to the acquisition of Sirius Group on February 26, 2021, we had one operating subsidiary incorporated in Bermuda, Third Point Re USA, which made an election to pay tax in the United States of America under Section 953(d) of the U.S. Internal Revenue Code of 1986, as amended.

Subsequent to the acquisition of Sirius Group, we have subsidiaries and branches that operate in various other jurisdictions around the world that are subject to tax in the jurisdictions in which they operate. The jurisdictions in which our subsidiaries and branches are subject to tax are Australia, Belgium, Canada, Germany, Hong Kong (China), Ireland, Luxembourg, Malaysia, Singapore, Sweden, Switzerland, the United Kingdom, and the United States.

#### ***Recoverability of Net Deferred Tax Asset***

We record a valuation allowance against deferred tax assets if it becomes more likely than not that all or a portion of a deferred tax asset will not be realized. Changes in valuation allowances from period to period are included in income tax expense in the period of change. In determining whether or not a valuation allowance, or change therein, is warranted, we consider factors such as prior earnings history, expected future earnings, carryback and carryforward periods and strategies that, if executed, would result in the realization of a deferred tax asset. It is possible that certain planning strategies or projected earnings in certain subsidiaries may not be feasible to utilize the entire deferred tax asset, which could result in material changes to the deferred tax assets and tax expense.

#### ***Uncertain Tax Positions***

Recognition of the benefit of a given tax position is based upon whether a company determines that it is more likely than not that a tax position will be sustained upon examination based upon the technical merits of the position. In evaluating the more likely than not recognition threshold, we must presume that the tax position will be subject to examination by a taxing authority with full knowledge of all relevant information. If the recognition threshold is met, then the tax position is measured at the largest amount of benefit that is more than 50% likely of being realized upon ultimate settlement. As of December 31, 2021, the total reserve for unrecognized tax benefits of \$10.7 million. With few exceptions, we are no longer subject to U.S. federal, state or non-U.S. income tax examinations by tax authorities for years before 2017.

#### ***Earnings of Certain Subsidiaries***

SiriusPoint has capital and liquidity in many of its subsidiaries, some of which may reflect undistributed earnings. If such capital or liquidity were to be paid or distributed to us or our subsidiaries, as dividends or otherwise, they may be subject to income or withholding taxes. Sirius Group generally intends to operate, and manage its capital and liquidity, in a tax-efficient manner. However, the applicable tax laws in the relevant countries are subject to change, possibly with retroactive effect, including in response to Organisation for Economic Cooperation and Development ("OECD") guidance. Accordingly, such payments or earnings may be subject to income or withholding tax in jurisdictions where they are not currently taxed or at higher rates of tax than currently taxed, and the applicable tax authorities could also attempt to apply income or withholding tax to past earnings or payments.

See Note 17 "Income taxes" in our audited consolidated financial statements included elsewhere in this Annual Report for additional information on income taxes.

#### **Recent Accounting Pronouncements**

See Note 2 "Significant accounting policies" in our audited consolidated financial statements included elsewhere in this Annual Report for additional information on recently issued accounting standards.

## Item 7A. Quantitative and Qualitative Disclosures About Market Risk

Our consolidated balance sheets include a substantial amount of assets and liabilities whose fair values are subject to market risk. The term market risk refers to the risk of loss arising from adverse changes in interest rates, credit spreads, equity markets prices, and other relevant market rates and prices. Due to our sizable investment portfolio, market risk can have a significant effect on our consolidated financial position.

We believe we are principally exposed to the following types of market risk:

- interest rate risk;
- equity securities and other investments price risk; and
- foreign currency exchange risk.

### **Interest Rate Risk**

Interest rate risk is the price sensitivity of a security to changes in interest rates. Our investment portfolio includes fixed income investments, whose fair values will fluctuate with changes in interest rates. Increases and decreases in prevailing interest rates generally translate into decreases and increases in fair values of fixed income investments, respectively. Additionally, fair values of interest rate sensitive instruments may be affected by the creditworthiness of the issuer, prepayment options, relative values of alternative investments, the liquidity of the instrument, and other market factors.

We generally manage the interest rate risk associated with our portfolio of fixed income investments by monitoring the average of investment-grade corporate securities; U.S. government and agency securities; foreign government, agency and provincial obligations; preferred stocks; asset-backed and mortgage-backed securities; and municipal obligations.

The following table summarizes the estimated effects of hypothetical increases and decreases in market interest rates on our debt securities as of December 31, 2021:

	Fair value	Assumed change in interest rate	Estimated fair value after change in interest rate	Pre-tax increase (decrease) in carrying value
			(\$ in millions)	
Debt securities	\$ 2,085.6	300 bp decrease	\$ 2,215.0	\$ 129.4
		200 bp decrease	2,172.3	86.7
		100 bp decrease	2,129.6	44.0
		50 bp decrease	2,108.3	22.7
		50 bp increase	2,063.7	(21.9)
		100 bp increase	2,040.4	(45.2)
		200 bp increase	1,993.9	(91.7)
		300 bp increase	\$ 1,947.3	\$ (138.3)

The magnitude of the fair value decrease in rising rates scenarios may be more significant than the fair value increase in comparable falling rates scenarios. This can occur because (i) the analysis floors interest rates at a de minimis level in falling rate scenarios, muting price increases, (ii) portions of the fixed income investment portfolio may be callable, muting price increases in falling interest rate scenarios and/or (iii) portions of the fixed income investment portfolio may experience cash flow extension in higher interest rate environments, which generally results in lower fixed income asset prices.

### **Equity Securities and Other Investments Price Risk**

#### *Equity Securities and Other Long-term Investments Price Risk*

The carrying values of our equity securities and other long-term investments are based on quoted market prices or management's estimates of fair value as of the balance sheet date. Market prices of equity securities, in general, are subject to fluctuations. These fluctuations could cause the amount realized upon sale or exercise of these instruments to differ significantly from the current reported value. The fluctuations may result from perceived changes in the underlying economic characteristics of the investment, the relative price of alternative investments, supply and demand imbalances for a particular security, or other market factors. Assuming a hypothetical 10% and 30% increase or decrease in the value of our equity securities and other long-term investments as of December 31, 2021, the carrying value of our equity securities and other

long-term investments would have increased or decreased by approximately \$45.9 million and \$137.7 million, pre-tax, respectively.

*Investment in related party investment funds*

The carrying values of our investments in related party investment funds, including TP Enhanced Fund and TP Venture Fund, are valued at fair value. We have elected the practical expedient for fair value for these investments which is estimated based on our share of the net asset value of the respective limited partnership, as provided by the independent fund administrator. Market prices of the underlying investment securities, in general, are subject to fluctuations. Assuming a hypothetical 10% and 30% increase or decrease in the value of our investments in related party investment funds as of December 31, 2021, the carrying value of these investments would have increased or decreased by approximately \$91.0 million and \$272.9 million, pre-tax, respectively.

**Foreign Currency Exchange Risk**

In the ordinary course of business, we hold non-U.S. dollar denominated assets and liabilities, which are valued using period-end exchange rates. Non-U.S. dollar denominated foreign revenues and expenses are valued using average exchange rates over the period. Foreign currency exchange-rate risk is the risk that we will incur losses on a U.S. dollar basis due to adverse changes in foreign currency exchange rates.

The following table summarizes the estimated effects of a hypothetical 10% increase and decrease in the value of the U.S. dollar against select foreign currencies would have had on the carrying value of our net assets as of December 31, 2021:

	10% increase	10% decrease
	(\$ in millions)	
British Pound to U.S. dollar	\$ 3.0	\$ (3.0)
Japanese Yen to U.S. dollar	2.2	(2.2)
Euro to U.S. dollar	1.9	(1.9)
Swedish Krona to U.S. dollar	0.3	(0.3)
Swiss Franc to U.S. dollar	1.9	(1.9)
Canadian Dollar to U.S. dollar	\$ (2.8)	\$ 2.8

**Item 8. Financial Statements and Supplementary Data**

See our consolidated financial statements and notes thereto and required financial statement schedules commencing on page F-1.

**Item 9. Changes in and Disagreements With Accountants on Accounting and Financial Disclosure**

Not applicable.

**Item 9A. Controls and Procedures**

**Evaluation of Disclosure Controls and Procedures**

Management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of the design and operation of the Company’s disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended) as of December 31, 2021. Based upon this evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures were effective as of December 31, 2021.

**Changes in Internal Control over Financial Reporting**

The acquisition of Sirius Group resulted in material changes to our internal control over financial reporting in connection with the evaluation required by Rules 13a-15(d) and 15d-15(d) under the Exchange Act during the most recent fiscal quarter ended December 31, 2021 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

### **Management's Annual Report on Internal Control over Financial Reporting**

Our management is responsible for establishing and maintaining adequate internal control over financial reporting for the company. Internal control over financial reporting is defined in Rules 13a-15(f) or 15d-15(f) promulgated under the Securities Exchange Act of 1934 as a process designed by, or under the supervision of, the company's principal executive and principal financial officers and effected by the company's Board of Directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles and includes those policies and procedures that:

- pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the company;
- provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and
- provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

On February 26, 2021, we completed the acquisition of Sirius Group. Subsequent to the acquisition, certain elements of Sirius Group's internal control over financial reporting and related processes were integrated into the Company's existing systems and internal control over financial reporting. Those controls that were not integrated have been excluded from our assessment of the effectiveness of internal control over financial reporting as of December 31, 2021. The excluded elements of internal control over financial reporting of Sirius Group represented approximately 59% and 64% of the Company's total assets and liabilities as of December 31, 2021, respectively, and approximately 58% of the Company's total revenues for the year ended December 31, 2021.

Our management assessed the effectiveness of our internal control over financial reporting as of December 31, 2021. In making this assessment, management used the criteria set forth by the *Internal Control - Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework). Based on its assessment, management concluded that, as of December 31, 2021, our internal control over financial reporting is effective based on those criteria.

The effectiveness of the Company's internal control over financial reporting as of December 31, 2021 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report which appears herein.

## **Item 9B. Other Information**

### **Fourth Amended and Restated Exempted Limited Partnership Agreement**

On February 23, 2022, we entered into the Fourth Amended and Restated Exempted Limited Partnership Agreement of Third Point Enhanced LP (“TPE”) with Third Point Advisors LLC (“TP GP”) and the other parties thereto (the “2022 LPA”), which amended and restated the Third Amended and Restated Exempted Limited Partnership Agreement dated August 6, 2020 (the “2020 LPA”).

The 2020 LPA was amended and restated to, among other things:

- add the right to withdraw our capital accounts in TPE as of any month-end in accordance with an agreed withdrawal schedule to be reinvested in a newly established TP Optimized Credit portfolio (the “TPOC Portfolio”) or other Third Point strategies (“TPE Withdrawn Amounts”);
- remove restrictions on the Company’s withdrawal rights following a change of control with respect to the Company;
- provide that the Company may amend the investment guidelines of the 2022 LPA from time to time for risk management purposes in consultation with TP GP, subject to TP GP’s consent and a commercially reasonable period of time for Third Point LLC to transition TPE’s portfolio;
- provide that the Company and TP GP may discuss the adoption of new risk parameters for TPE from time to time, and TP GP will work with the Company to create additional risk management guidelines responsive to the Company’s needs that do not fundamentally alter the general investment strategy or investment approach of TPE;
- provide that the Company may increase or decrease TPE’s leverage targets upon reasonable prior notice to meet the business needs of the Company, provided that such changes are operationally practical; and
- revise the “cause event” materiality qualifier with respect to violations of law related to Third Point LLC’s investment-related business and Third Point LLC being subject to regulatory proceedings to include events that will likely have a material adverse effect on Third Point LLC’s ability to provide investment management services to TPE and/or the TPOC Portfolio.

### **Amended and Restated Investment Management Agreement**

On February 23, 2022, we entered into an Amended and Restated Investment Management Agreement (the “2022 IMA”) with Third Point LLC and the other parties thereto, which amended and restated the Investment Management Agreement dated August 6, 2020.

Pursuant to the 2022 IMA, Third Point LLC provides discretionary investment management services with respect to a newly established TP Optimized Credit portfolio (the “TPOC Portfolio”), subject to investment and risk management guidelines, and continues to provide certain non-discretionary investment advisory services to the Company. The Company agreed to contribute to the TPOC Portfolio all amounts withdrawn from TPE on November 30, 2021, December 31, 2021 and January 31, 2022 that were not invested or committed for investment in other Third Point strategies.

As amended and restated, the 2022 IMA provides for the following terms with respect to the TPOC Portfolio and the advisory services:

#### ***Term and Termination Rights***

The 2022 IMA shall continue with respect to the TPOC Portfolio until the first of the following events to occur: (1) as of any month-end upon at least 120 days’ prior written notice from Third Point LLC, (2) upon the complete withdrawal of all of the assets in the TPOC Portfolio or (3) 45 days’ following the mutual agreement of the Company and Third Point LLC to terminate.

The term of the 2022 IMA with respect to the advisory services may be terminated by the Company as of February 26, 2023, with at least 30 days’ prior notice. If the Company does not provide such notice, then the 2022 IMA with respect to the advisory services will continue for successive one-year periods, unless it is terminated by the Company as of the end of any such one-year period with 30 days’ prior notice. The Company may terminate the 2022 IMA with respect to the advisory services as of any month-end with 30 days’ prior notice, subject to a fee payable to Third Point LLC. The 2022 IMA with

respect to the advisory services may be terminated by Third Point LLC as of any month-end with 120 days' prior notice. The 2022 IMA with respect to the advisory services may be terminated by the Company within 120 days of receiving notice of the occurrence of any Cause Event (as defined in the 2022 LPA) with 5 days' notice or following a Key Person Event (as defined in the 2022 LPA) with 90 days' notice.

#### ***Withdrawal Rights***

Under the 2022 IMA, we may withdraw any amount from the TPOC Portfolio as of any month-end up to (i) the full balance of any sub-account established in respect of any capital contribution not in respect of TPE Withdrawn Amounts and (ii) any net profits in respect of any other sub-account.

We may withdraw the TPOC Portfolio in full on March 31, 2026, and each successive anniversary of such date.

We will have the right to withdraw funds monthly from the TPOC Portfolio upon the occurrence of certain events specified in the 2022 IMA, including, within 120 days following the occurrence of a Cause Event (as defined in the 2022 LPA), to meet capital adequacy requirements, to prevent a negative credit rating, for risk management purposes, underperformance of the TPOC Portfolio relative to investment funds managed by third-party managers and pursuing the same or substantially similar investment strategy as the TPOC Portfolio (*i.e.*, which measure performance relative to the benchmark) for two or more consecutive calendar years or a Key Person Event (as defined in the 2022 LPA), subject to certain limitations on such withdrawals as specified in the 2022 IMA. The Company is also entitled to withdraw funds from the TPOC Portfolio in order to satisfy its risk management guidelines, upon prior written notice to Third Point LLC, in an amount not to exceed the Risk Management Withdrawable Amount (as defined in the 2022 LPA).

#### ***Incentive Fee***

For the investment management services provided in respect of the TPOC Portfolio, the Company will pay Third Point LLC, from the assets of each sub-account, an annual incentive fee, determined and payable as of the last calendar day of each calendar year, based on the outperformance of the TPOC Portfolio over a specified benchmark. The incentive fee will be an amount equal to 15% of outperformance in respect of each sub-account, provided that the incentive fee will be reduced to the extent the net asset value of any sub-account would be lower than its net asset value at the start of the relevant period. Any such reduction will be carried forward for purposes of determining future incentive fee payments.

On March 31, 2026 or upon the termination of the 2022 IMA if earlier, an incentive fee in respect of each sub-account will be determined and paid as if such date were the last day of a calendar year. In addition, immediately after giving effect to such incentive fee payment, Third Point LLC will calculate a notional incentive fee in respect of each remaining sub-account on a cumulative basis from the establishment of such sub-account through such date as if no incentive fee had been paid in respect of such sub-account on or prior to such date, adjusted to account for withdrawals and management fees, in an amount equal to 20% for the first 2.5% of outperformance in respect of each sub-account, 25% for the next 2.5% of outperformance in respect of each sub-account and 30% of any further outperformance in respect of each sub-account. If this amount exceeds the aggregate amount of incentive fee actually paid in respect of any sub-account, the Company will pay Third Point LLC the amounts of such excess from the applicable sub-accounts.

#### ***Management Fee***

The Company will pay Third Point LLC a monthly management fee equal to one twelfth of 0.50% (0.50% per annum) of the TPOC Portfolio, net of any expenses.

#### ***Investment Guidelines***

Third Point LLC will manage the TPOC Portfolio in accordance with the investment and risk management guidelines attached as Schedule 1 to the 2022 IMA. The Company may amend the investment and risk management guidelines from time to time, subject to reasonable notice, consultation with Third Point LLC and a commercially reasonable period of time for Third Point LLC to transition the TPOC Portfolio.

In accordance with the investment and risk management guidelines under the 2022 IMA, Third Point LLC will seek to make investments for the TPOC Portfolio in corporate debt, sovereign debt, structured credit products and whole loans, in each case, optimized for a target AA rating level under the S&P Global Ratings' risk-based capital adequacy model dated June 7, 2010 and updated on February 25, 2021 (the "S&P Model"), with a focus on investment-grade credit instruments and the ability to invest in BB-rated corporate bonds and/or to make other opportunistic trades consistent with the investment guidelines.

Third Point LLC will not make any investments that would cause the TPOC Portfolio to be in violation of any of the following principles (determined at the time of investment) without the prior approval of the Company's Chief Investment Officer:

- Third Point LLC will seek to make investments for the TPOC Portfolio such that on an overall TPOC Portfolio basis, the credit and duration of the investments in the TPOC Portfolio produce a capital charge of 10-15% based on the S&P Model, inclusive of credit and market risk (assuming non-life bonds).
- No more than 30% of the NAV of the TPOC Portfolio shall be invested in below investment-grade or unrated bonds (excluding whole loans).
- No more than 10% of the NAV of the TPOC Portfolio shall be invested in the securities of any single issuer.
- Third Point LLC will manage the TPOC Portfolio subject to the Company's overall portfolio industry limitations and single issuer limitations, solely to the extent such limitations are communicated to Third Point LLC by the Company's Chief Investment Officer.

Third Point LLC may utilize a variety of hedging strategies on behalf of the TPOC Portfolio (including with respect to interest rates, foreign currency exposure and other exposures) and may seek to attain exposure to certain investments using derivatives, options, short sales or other techniques, as determined appropriate by Third Point LLC and the Company, taking into account the Company's overall portfolio asset and liability management and the expected impact of hedging strategies on the TPOC Portfolio relative to a specified benchmark. In connection therewith, Third Point LLC may cause the TPOC Portfolio to invest in futures contracts (and options thereon), forward contracts, currency and other financial instruments, swaps (including interest rate swaps, credit default swaps and total return swaps), put or call options, swaptions, warrants and other derivatives, and repurchase and reverse-repurchase agreements.

Third Point LLC may cause the TPOC Portfolio to utilize short-term margin borrowings and/or repurchase agreements when deemed appropriate by Third Point LLC to make investments or meet withdrawal requests. Third Point LLC may also cause the TPOC Portfolio to invest in derivatives and other instruments that are inherently leveraged or use other investment techniques, such as short selling, that have a similar leveraging effect on the TPOC Portfolio. Third Point LLC will not otherwise cause the TPOC Portfolio to utilize any subscription-based credit facilities, asset-based credit facilities secured by the assets of the Company or other similar mechanisms to create leverage without the prior approval of the Company.

#### ***Advisory Services***

The advisory services under the 2022 IMA include: market and trading advice; research and diligence of third-party investment managers and their products; sourcing and diligence of opportunistic trades; transactional support; establishing relationships and accounts with "best-in-class" financing counterparties and prime brokers and continuing to help adapt to the evolving needs of the Company; procuring market intelligence; support in preparing presentations to rating agencies or other regulatory entities; collaborating with the Company to construct the Company's analytics and reporting capabilities; ad hoc and regular analytics and reporting relating to the Company's broader investment portfolio; and assistance in evaluating the Company's investment portfolio from a climate risk and ESG perspective.

#### ***Advisory Fee***

The Company will pay Third Point LLC a fixed advisory fee for the advisory services equal to 1/4 of \$1,500,000 per quarter. The advisory fee will be reduced by management fees paid by the Company (other than management fees paid in respect of TPE Withdrawn Amounts reinvested in the TPOC Portfolio).

The foregoing descriptions do not purport to be complete and are qualified in their entirety by reference to the 2022 LPA and the 2022 IMA, which are attached as Exhibit 10.43 and 10.44, respectively, to this Annual Report and are incorporated herein by reference.

#### **Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections**

Not applicable.

**Part III**

The following required information is incorporated by reference to our definitive proxy statement that will be filed with the Securities and Exchange Commission not later than 120 days after the close of the fiscal year ended December 31, 2021 pursuant to Regulation 14A:

**Item 10. Directors, Executive Officers and Corporate Governance**

**Item 11. Executive Compensation**

**Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Shareholder Matters**

**Item 13. Certain Relationships and Related Transactions, and Director Independence**

**Item 14. Principal Accounting Fees and Services**

## PART IV

### Item 15. Exhibits and Financial Statement Schedules

#### Financial Statements, Financial Statement Schedules and Exhibits

##### *Financial Statements and Financial Statement Schedules*

See the Index to Consolidated Financial Statements and Supplemental Data on page F-1.

##### *Exhibits*

<b>Exhibit Number</b>	<b>Description</b>
3.1	<a href="#">Memorandum of Association of Third Point Reinsurance Ltd. (now known as SiriusPoint Ltd.) (incorporated by reference to Exhibit 3.1 to the Company's Form S-1 filed on July 15, 2013).</a>
3.1.1	<a href="#">Certificate of Deposit of Memorandum of Increase of Share Capital of Third Point Reinsurance Ltd. (incorporated by reference to Exhibit 3.1.1 to the Company's Annual Report on Form 10-K filed on February 28, 2014).</a>
3.2	<a href="#">Bye-laws of SiriusPoint Ltd. (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on February 26, 2021).</a>
3.3	<a href="#">Series A Preference Shares Certificate of Designation, dated February 26, 2021 (incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K filed on February 26, 2021).</a>
3.4	<a href="#">Amended and Restated Series B Preference Shares Certificate of Designation, dated March 17, 2021 (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on March 18, 2021).</a>
3.5	<a href="#">Certificate of Incorporation on Change of Name (incorporated by reference to Exhibit 3.4 to the Company's Quarterly Report on Form 10-Q filed on May 10, 2021).</a>
4.1	<a href="#">Agreement among Members by and among Third Point Reinsurance Ltd. and each of the Members, dated as of December 22, 2011 (incorporated by reference to Exhibit 4.8 to the Company's Form S-1 filed on July 15, 2013).</a>
4.2	<a href="#">Amended and Restated Founders Agreement, by and among Third Point Reinsurance Company Ltd., Third Point Reinsurance (USA) Ltd., KEP TP Bermuda Ltd., KIA TP Bermuda Ltd., Pine Brook LVR, L.P., P RE Opportunities Ltd. and Dowling Capital Partners I, L.P. dated as of February 25, 2015 (incorporated by reference to Exhibit 4.9 to the Company's Annual Report on Form 10-K filed on February 27, 2015).</a>
4.3	<a href="#">Senior Indenture, dated as of February 13, 2015, among Third Point Re (USA) Holdings Inc., as issuer, Third Point Reinsurance Ltd., as guarantor, and The Bank of New York Mellon, as Trustee (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on February 13, 2015).</a>
4.4	<a href="#">First Supplemental Indenture, dated as of February 13, 2015, among Third Point Re (USA) Holdings Inc., as issuer, Third Point Reinsurance Ltd., as guarantor, and The Bank of New York Mellon, as Trustee (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on February 13, 2015).</a>
4.5	<a href="#">7.00% Senior Note due 2025 (incorporated by reference to Exhibit 4.3 to the Company's Current Report on Form 8-K filed on February 13, 2015).</a>
4.6	<a href="#">Description of Share Capital</a>
4.7	<a href="#">Warrant Agreement, dated February 26, 2021 (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on February 26, 2021).</a>
4.8	<a href="#">Contingent Value Rights Agreement, dated February 26, 2021 (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on February 26, 2021).</a>
4.9	<a href="#">Upside Rights, dated February 26, 2021 (incorporated by reference to Exhibit 4.3 to the Company's Current Report on Form 8-K filed on February 26, 2021).</a>
4.10	<a href="#">Registration Rights Agreement, between SiriusPoint Ltd. and CM Bermuda Limited, dated February 26, 2021 (incorporated by reference to Exhibit 4.4 to the Company's Current Report on Form 8-K filed on February 26, 2021).</a>
4.11	<a href="#">Investor Rights Agreement, between SiriusPoint Ltd. and CM Bermuda Limited, dated February 26, 2021 (incorporated by reference to Exhibit 4.5 to the Company's Current Report on Form 8-K filed on February 26, 2021).</a>

- 4.12 [Investor Rights Agreement, between SiriusPoint Ltd. and Daniel S. Loeb, dated February 26, 2021 \(incorporated by reference to Exhibit 4.6 to the Company's Current Report on Form 8-K filed on February 26, 2021\).](#)
- 4.13 [Assumption Agreement, by and among SiriusPoint Ltd., Bain Capital Special Situations Asia, L.P., CCOF Master, L.P., Centerbridge Credit Partners Master, LP, Centerbridge Special Credit Partners III, LP, and GPC Partners Investments \(Canis\) LP, dated February 26, 2021 \(incorporated by reference to Exhibit 4.7 to the Company's Current Report on Form 8-K filed on February 26, 2021\).](#)
- 4.14 [Specimen Common Share Certificate \(incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-3 filed on May 7, 2021\).](#)
- 4.15 [Warrant Agreement, dated July 29, 2015, between Continental Stock Transfer & Trust Company and Easterly Acquisition Corp. \(including form of public warrant certificate\) \(incorporated by reference to Exhibit 4.1 to Sirius' Annual Report on Form 10-K filed with the SEC on March 5, 2020\).](#)
- 4.16 [Form of Assignment, Assumption and Amendment Agreement to Warrant Agreement among Easterly Acquisition Corp., Sirius International Insurance Group, Ltd. and Continental Stock Transfer & Trust Company \(incorporated by reference to Exhibit 4.2 to the Annual Report on Form 10-K filed by Sirius International Insurance Group, Ltd. on March 5, 2020\).](#)
- 4.17 [Form of Senior Indenture to be entered into between SiriusPoint Ltd., as issuer, and The Bank of New York Mellon, as Trustee.](#)
- 4.18 [Side Letter with Series B Preference Shareholders \(incorporated by reference to Exhibit 4.1 to the Company's Quarterly Report on Form 10-Q filed on August 5, 2021\).](#)
- 4.19 [Indenture, dated as of November 1, 2016, by and between Sirius International Group, Ltd. and The Bank of New York Mellon, as trustee \(incorporated by reference to Exhibit 10.12 to the Registration Statement on Form S-4 filed by Sirius International Insurance Group, Ltd. on September 10, 2018\).](#)
- 4.20 [First Supplemental Indenture, dated as of November 1, 2016, by and between Sirius International Group, Ltd. and The Bank of New York Mellon, as trustee, including form of 4.600% Senior Notes due 2026 \(incorporated by reference to Exhibit 10.13 to the Registration Statement on Form S-4 filed by Sirius International Insurance Group, Ltd. on September 10, 2018\).](#)
- 4.21 [Supplemental Indenture, dated as of October 28, 2019, between Sirius International Group, Ltd. and The Bank of New York Mellon, as trustee, relating to the First Supplemental Indenture, dated as of November 1, 2016 in regards to the 4.600% Senior Notes due 2026 \(incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by Sirius International Insurance Group, Ltd. on October 28, 2019\).](#)
- 4.22 [Third Supplemental Indenture, dated as of May 27, 2021, by and among Sirius International Group, Ltd., SiriusPoint Ltd. and The Bank of New York Mellon, as trustee, in regards to the 4.600% Senior Notes due 2026 \(incorporated by reference to Exhibit 4.4 to the Current Report on Form 8-K filed by SiriusPoint Ltd. on May 27, 2021\).](#)
- 4.23 [Subordinated Indenture, dated as of September 22, 2017, by and among Sirius International Group, Ltd., The Bank of New York Mellon, as trustee, and The Bank of New York Mellon London Branch, as paying agent and calculation agent, including form of Floating Rate Callable Subordinated Notes due 2047 \(incorporated by reference to Exhibit 10.14 to the Registration Statement on Form S-4 filed by Sirius International Insurance Group, Ltd. on September 10, 2018\).](#)
- 4.24 [First Supplemental Indenture, dated as of May 27, 2021, by and among Sirius International Group, Ltd., SiriusPoint Ltd., The Bank of New York Mellon, as trustee, and The Bank of New York Mellon, London Branch, as paying agent and calculation agent relating to the Subordinated Indenture, dated as of September 22, 2017 in regards to the Floating Rate Callable Subordinated Notes due 2047 \(incorporated by reference to Exhibit 4.6 to the Current Report on Form 8-K filed by SiriusPoint Ltd. on May 27, 2021\).](#)
- 10.1\*\* [Employment Agreement between Third Point Reinsurance Ltd. and Daniel Victor Malloy III, dated as of January 23, 2012 \(incorporated by reference to Exhibit 10.4 to the Company's Form S-1 filed on July 15, 2013\).](#)
- 10.1.1\*\* [Amendment No. 1 to Employment Agreement between Third Point Reinsurance Ltd. and Daniel Victor Malloy III, dated as of April 1, 2015 \(incorporated by reference to Exhibit 10.4.1 to the Company's Quarterly Report on Form 10-Q filed on May 8, 2015\).](#)
- 10.1.2\*\* [Amendment No. 2 to Employment Agreement between Third Point Reinsurance Ltd. and Daniel Victor Malloy III dated as of May 4, 2016 \(incorporated by reference to Exhibit 10.4.2 to the Company's Quarterly Report on Form 10-Q filed on August 5, 2016\).](#)
- 10.1.3\*\* [Amendment No. 3 to Employment Agreement between Third Point Reinsurance Ltd. and Daniel Victor Malloy III, entered into on March 17, 2017, effective as of March 1, 2017 \(incorporated by reference to Exhibit 10.4.3 to the Company's Quarterly Report on Form 10-Q filed on November 9, 2017\).](#)

- 10.1.4\*\* [Amendment No. 4 to Employment Agreement between Third Point Reinsurance Ltd. and Daniel Victor Malloy III, entered into as of August 3, 2017 \(incorporated by reference to Exhibit 10.4.4 to the Company's Quarterly Report on Form 10-Q filed on November 9, 2017\).](#)
- 10.1.5 \*\* [Amendment No. 5 to Employment Agreement between Third Point Reinsurance Ltd. and Daniel Victor Malloy III, entered into as of April 1, 2018 \(incorporated by reference to Exhibit 10.4.5 to the Company's Quarterly Report on Form 10-Q filed on July 31, 2018\).](#)
- 10.1.6 \*\* [Amendment No. 6 to Employment Agreement between Third Point Reinsurance Ltd. and Daniel Victor Malloy III, entered into as of May 8, 2019 \(incorporated by reference to Exhibit 10.4.6 to the Company's Quarterly Report on Form 10-Q filed on August 7, 2019\).](#)
- 10.2\*\* [Share Incentive Plan \(incorporated by reference to Exhibit 10.5 to the Company's Form S-1 filed on July 15, 2013\).](#)
- 10.3\*\* [Form of Director Service Restricted Share Award Agreement \(incorporated by reference to Exhibit 10.6.1 to the Company's Annual Report on Form 10-K filed on February 28, 2014\).](#)
- 10.4\*\* [Form of Employee Restricted Shares Agreement \(incorporated by reference to Exhibit 10.6.6 to the Company's Quarterly Report on Form 10-Q filed on May 9, 2019\).](#)
- 10.5\*\* [Form of Nonqualified Share Option Agreement under the Share Incentive Plan \(incorporated by reference to Exhibit 10.7 to the Company's Form S-1 filed on July 15, 2013\).](#)
- 10.6\*\* [Form of Director Service Agreement \(Adopted November 2013\) \(incorporated by reference to Exhibit 10.8.1 to the Company's Annual Report on Form 10-K filed on February 28, 2014\).](#)
- 10.7\*\* [Employment Agreement between Third Point Reinsurance Ltd. and Nicholas Campbell, dated as of December 13, 2013 \(incorporated by reference to Exhibit 10.9 to the Company's Annual Report on Form 10-K filed on March 1, 2018\).](#)
- 10.7.1 [Amendment No. 1 to Employment Agreement between Third Point Reinsurance Ltd. and Nicholas Campbell, entered into as of April 1, 2018 \(incorporated by reference to Exhibit 10.9.1 to the Company's Quarterly Report on Form 10-Q filed on July 31, 2018\).](#)
- 10.8\*\* [Third Point Reinsurance Ltd. 2013 Omnibus Incentive Plan \(incorporated by reference to Exhibit 10.10 to the Company's Annual Report on Form 10-K filed on February 24, 2017\).](#)
- 10.9\*\* [Third Point Reinsurance Ltd. Annual Incentive Plan \(incorporated by reference to Exhibit 10.11 to the Company's Annual Report on Form 10-K filed on February 24, 2017\).](#)
- 10.10 [Trademark License Agreement between Third Point LLC and Third Point Reinsurance Ltd., dated as of December 22, 2011 \(incorporated by reference to Exhibit 10.23 to the Company's Form S-1 filed on July 15, 2013\).](#)
- 10.11† [Letter Agreement dated as of December 22, 2011 \(incorporated by reference to Exhibit 10.26 to the Company's Form S-1 filed on July 15, 2013\).](#)
- 10.12\*\* [Director and Officer Indemnification Agreement.](#)
- 10.13\*\* [Amended and Restated Employment Agreement between Third Point Reinsurance Ltd. and Christopher S. Coleman, dated as of November 10, 2014 \(incorporated by reference to Exhibit 10.30 to the Company's Annual Report on Form 10-K filed on February 27, 2015\).](#)
- 10.14\*\* [Employment Agreement between Third Point Reinsurance \(USA\) Ltd. and David E. Govrin dated as of March 22, 2017 \(incorporated by reference to Exhibit 10.41 to the Company's Annual Report on Form 10-K filed on February 28, 2020\).](#)
- 10.14.1\*\* [Amendment No. 1 to Employment Agreement between Third Point Reinsurance \(USA\) Ltd. and David E. Govrin dated as of April 1, 2019 \(incorporated by reference to Exhibit 10.41.1 to the Company's Annual Report on Form 10-K filed on February 28, 2020\).](#)
- 10.14.2\*\* [Amendment No. 2 to Employment Agreement between Third Point Reinsurance \(USA\) Ltd. and David E. Govrin dated as of May 10, 2019 \(incorporated by reference to Exhibit 10.41.2 to the Company's Annual Report on Form 10-K filed on February 28, 2020\).](#)
- 10.15 [Transaction Agreement, dated September 4, 2020, by and among Third Point Reinsurance Ltd., Bain Capital Special Situations Asia, L.P., CCOF Master, L.P., Centerbridge Credit Partners Master, L.P. and Centerbridge Special Credit Partners III, L.P. and GPC Partners Investments \(Canis\) LP \(incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on September 11, 2020\).](#)
- 10.16\*\* [Letter Agreement, dated as of September 23, 2020, by and between Third Point Reinsurance Ltd. and David W. Junius \(incorporated by reference to Exhibit 10.12 to the Company's Quarterly Report on Form 10-Q filed on November 5, 2020\).](#)
- 10.17\*\* [Employee Restricted Share Award Agreement, dated as of October 1, 2020, by and between Third Point Reinsurance Ltd. and David W. Junius \(incorporated by reference to Exhibit 10.13 to the Company's Quarterly Report on Form 10-Q filed on November 5, 2020\).](#)

- 10.18 [Credit Agreement, dated as of November 2, 2020, by and among Third Point Reinsurance Ltd., the other subsidiaries of Third Point Reinsurance Ltd. from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent and the lenders from time to time party thereto \(incorporated by reference to Exhibit 10.14 to the Company's Quarterly Report on Form 10-Q filed on November 5, 2020\).](#)
- 10.19\*\* [Sirius International Insurance Group, Ltd. 2018 Omnibus Incentive Plan \(incorporated by reference to Exhibit 10.6 to Amendment No. 2 to the Registration Statement on Form S-4 filed by Sirius International Insurance Group, Ltd. on October 11, 2018\).](#)
- 10.19.1\*\* [Sirius International Insurance Group, Ltd. 2018 Omnibus Incentive Plan - Form of Restricted Share Unit Award, amending and restating the PSU Award granted on February 27, 2020 \(incorporated by reference to Exhibit 10.9.3 to the Quarterly Report on Form 10-Q filed by Sirius International Insurance Group, Ltd. on November 9, 2020\).](#)
- 10.19.2\*\* [Sirius International Insurance Group, Ltd. 2018 Omnibus Incentive Plan - Form of Special Restricted Share Unit Award Notice \(incorporated by reference to Exhibit 10.9.4 to the Quarterly Report on Form 10-Q filed by Sirius International Insurance Group, Ltd. on November 9, 2020\).](#)
- 10.19.3\*\* [Sirius International Insurance Group, Ltd. 2018 Omnibus Incentive Plan - Form of Special Restricted Share Unit Award Notice \(incorporated by reference to Exhibit 10.9.5 to the Quarterly Report on Form 10-Q filed by Sirius International Insurance Group, Ltd. on November 9, 2020\).](#)
- 10.19.4\*\* [Sirius International Insurance Group, Ltd. 2018 Omnibus Incentive Plan - Form of Special Restricted Share Unit Award Notice \(incorporated by reference to Exhibit 10.9.6 to the Quarterly Report on Form 10-Q filed by Sirius International Insurance Group, Ltd. on November 9, 2020\).](#)
- 10.20\*\* [Amended and Restated Employment Agreement dated as of February 15, 2021, by and between Third Point Reinsurance Ltd. and Siddhartha Sankaran \(incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed on May 10, 2021\).](#)
- 10.21\*\* [Amended and Restated Restricted Shares Agreement dated as of February 15, 2021, by and between Third Point Reinsurance Ltd. and Siddhartha Sankaran \(incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q filed on May 10, 2021\).](#)
- 10.22\*\* [Employee Share Option Agreement, dated as of February 26, 2021, by and between Third Point Reinsurance Ltd. and Siddhartha Sankaran \(incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q filed on May 10, 2021\).](#)
- 10.23\*\* [Separation Agreement and Release dated January 20, 2021 by and between Third Point Reinsurance Ltd. and Christopher S. Coleman \(incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q filed on May 10, 2021\).](#)
- 10.24\*\* [David W. Junius Employment Offer Letter dated September 23, 2021 \(incorporated by reference to Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q filed on May 10, 2021\).](#)
- 10.25\*\* [Rachael Dugan Employment Offer Letter dated January 19, 2021 \(incorporated by reference to Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q filed on May 10, 2021\).](#)
- 10.26\*\* [Vievette Henry Employment Offer Letter dated January 28, 2021 \(incorporated by reference to Exhibit 10.7 to the Company's Quarterly Report on Form 10-Q filed on May 10, 2021\).](#)
- 10.27\*\* [Prashanth Gangu Employment Offer Letter dated February 3, 2021 \(incorporated by reference to Exhibit 10.8 to the Company's Quarterly Report on Form 10-Q filed on May 10, 2021\).](#)
- 10.28\*\* [Ming Zhang Employment Agreement dated November 3, 2020 \(incorporated by reference to Exhibit 10.9 to the Company's Quarterly Report on Form 10-Q filed on May 10, 2021\).](#)
- 10.29\*\* [Employee Restricted Share Award Agreement, dated as of November 23, 2020, by and between Third Point Reinsurance Ltd. and Ming Zhang \(incorporated by reference to Exhibit 10.10 to the Company's Quarterly Report on Form 10-Q filed on May 10, 2021\).](#)
- 10.30\*\* [Amended and Restated Director Compensation Policy dated February 23, 2021 \(incorporated by reference to Exhibit 10.11 to the Company's Quarterly Report on Form 10-Q filed on May 10, 2021\).](#)
- 10.31\*\* [Form of Director Restricted Shares Agreement \(Special Award\) \(incorporated by reference to Exhibit 10.12 to the Company's Quarterly Report on Form 10-Q filed on May 10, 2021\).](#)
- 10.32\*\* [Form of Employee Restricted Shares Agreement \(Legacy TPPE – Retention Awards\) \(incorporated by reference to Exhibit 10.13 to the Company's Quarterly Report on Form 10-Q filed on May 10, 2021\).](#)
- 10.33\*\* [Form of Employee Restricted Share Unit Agreement \(Legacy Sirius - Retention Awards\) \(incorporated by reference to Exhibit 10.14 to the Company's Quarterly Report on Form 10-Q filed on May 10, 2021\).](#)
- 10.34\*\* [Form of Employee Restricted Shares Agreement \(Sign-on Awards\) \(incorporated by reference to Exhibit 10.15 to the Company's Quarterly Report on Form 10-Q filed on May 10, 2021\).](#)

10.35**	<a href="#">Form of Employee Service Restricted Share Unit Agreement (incorporated by reference to Exhibit 10.16 to the Company's Quarterly Report on Form 10-Q filed on May 10, 2021).</a>
10.36**	<a href="#">Form of Employee Share Option Agreement (incorporated by reference to Exhibit 10.17 to the Company's Quarterly Report on Form 10-Q filed on May 10, 2021).</a>
10.37**	<a href="#">Form of Employee Service Restricted Shares Agreement (prior performance cycles) (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed on August 5, 2021).</a>
10.38**	<a href="#">Form of Employee Service Restricted Share Unit Agreement (time vesting RSUs) (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q filed on August 5, 2021).</a>
10.39**	<a href="#">Form of Employee Performance Restricted Share Unit Agreement (performance vesting RSUs) (incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q filed on August 5, 2021).</a>
10.40**	<a href="#">Amended and Restated SiriusPoint Ltd. 2013 Omnibus Incentive Plan (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed on November 3, 2021).</a>
10.41	<a href="#">Loss Portfolio Transfer Reinsurance Agreement by and among SiriusPoint America Insurance Company, SiriusPoint Bermuda Insurance Company Ltd. and Pallas Reinsurance Company Ltd. dated as of October 29, 2021 (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q filed on November 3, 2021).</a>
10.42	<a href="#">Third Amended and Restated Exempted Limited Partnership Agreement of Third Point Enhanced LP, dated August 6, 2020, between Third Point Advisors LLC, as General Partner, Third Point Reinsurance Ltd., Third Point Reinsurance Company Ltd., Third Point Reinsurance (USA) Ltd., and the initial limited partner (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated August 6, 2020).</a>
10.43	<a href="#">Fourth Amended and Restated Limited Partnership Agreement of Third Point Enhanced LP, dated as of February 23, 2022, by and among Third Point Advisors L.L.C., SiriusPoint Ltd., SiriusPoint Bermuda Insurance Company Ltd. and Sirius Re Holdings, Inc.</a>
10.44	<a href="#">Amended and Restated Investment Management Agreement, dated as of February 23, 2022, by and between Third Point LLC, SiriusPoint Ltd., SiriusPoint America Insurance Company, SiriusPoint Bermuda Insurance Company Ltd. and SiriusPoint International Insurance Corporation.</a>
21.1	<a href="#">List of Subsidiaries as of December 31, 2021.</a>
23.1	<a href="#">Consent of PricewaterhouseCoopers LLP</a>
23.2	<a href="#">Consent of Ernst &amp; Young Ltd.</a>
23.3	<a href="#">Third Point Enhanced LP Consent of Independent Registered Public Accounting Firm</a>
31.1	<a href="#">Certification of Chief Executive Officer pursuant to Rule 13a-14(a) of the Exchange Act, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>
31.2	<a href="#">Certification of Chief Financial Officer pursuant to Rule 13a-14(a) of the Exchange Act, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>
32.1±	<a href="#">Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>
32.2±	<a href="#">Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>
99.1	<a href="#">Audited Financial Statements of Third Point Enhanced LP as of and for the year ended December 31, 2021</a>
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Labels Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
104	Cover Page Interactive Data File (formatted as Inline XBRL with applicable taxonomy extension information contained in Exhibits 101)

\*\* Management contracts or compensatory plans or arrangements

- ± This certification accompanies the Form 10-K to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of the Registrant under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-K), irrespective of any general incorporation language contained in such filing.
- † Registrant has omitted portions of the referenced exhibit pursuant to a request for confidential treatment under Rule 406 promulgated under the Securities Act of 1933, as amended (Securities Act).

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, in Pembroke, Bermuda, on March 1, 2022.

SIRIUSPOINT LTD.

(Registrant)

By: /s/ Sid Sankaran  
Name: Sid Sankaran  
Title: Director and Chief Executive Officer

**POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints David W. Junius and Rachael Dugan, jointly and severally, his or her attorney-in-fact, with the power of substitution, for him or her in any and all capacities, to sign any amendments to this Annual Report on Form 10-K and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each of said attorneys-in-fact, or his or her substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the date indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Sid Sankaran</u> Sid Sankaran	Chairman of the Board and Chief Executive Officer (Principal Executive Officer)	March 1, 2022
<u>/s/ David W. Junius</u> David W. Junius	Chief Financial Officer (Principal Financial Officer)	March 1, 2022
<u>/s/ Anthony L. LeHan</u> Anthony L. LeHan	Chief Accounting Officer (Principal Accounting Officer)	March 1, 2022
<u>/s/ Rafe de la Gueronniere</u> Rafe de la Gueronniere	Director	March 1, 2022
<u>/s/ Gretchen A. Hayes</u> Gretchen A. Hayes	Director	March 1, 2022
<u>/s/ Sharon Ludlow</u> Sharon Ludlow	Director	March 1, 2022
<u>/s/ Mehdi A. Mahmud</u> Mehdi A. Mahmud	Director	March 1, 2022
<u>/s/ Franklin Montross</u> Franklin (Tad) Montross	Director	March 1, 2022
<u>/s/ Mark Parkin</u> Mark Parkin	Director	March 1, 2022
<u>/s/ Peter Tan</u> Peter Tan	Director	March 1, 2022
<u>/s/ Joshua L. Targoff</u> Joshua L. Targoff	Director	March 1, 2022

**SIRIUSPOINT LTD.**  
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All other schedules and notes specified under Regulation S-X are omitted because they are either not applicable, not required or the information called for therein appears in response to the items in the Consolidated Financial Statements and the related Notes to Consolidated Financial Statements of SiriusPoint Ltd. and its subsidiaries listed on the above index.	

## Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of SiriusPoint Ltd.

### Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheet of SiriusPoint Ltd. and its subsidiaries (the "Company") as of December 31, 2021, and the related consolidated statements of income, comprehensive income, shareholders' equity, and cash flows for the year then ended, including the related notes and schedules of summary of investments - other than investments in related parties as of December 31, 2021, supplementary insurance information and reinsurance for the year ended December 31, 2021, and condensed financial information of registrant and supplementary information for property-casualty insurance operations as of and for the year ended December 31, 2021 appearing on the F pages listed in the accompanying index (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of December 31, 2021, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2021, and the results of its operations and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2021, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

#### *Change in Accounting Principle*

As discussed in Note 2 to the consolidated financial statements, the Company changed the manner in which it accounts for assumed written premiums in 2021.

### Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Annual Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audit of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinions.

As described in Management's Annual Report on Internal Control over Financial Reporting, management has excluded certain elements of the internal control over financial reporting of Sirius International Insurance Group, Ltd. (Sirius Group) from its assessment of internal control over financial reporting as of December 31, 2021 because it was acquired by the Company in a purchase business combination during 2021. Subsequent to the acquisition, certain elements of Sirius Group's internal control over financial reporting and related processes were integrated into the Company's existing systems and

internal control over financial reporting. Those controls that were not integrated have been excluded from management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2021. We have also excluded these elements of the internal control over financial reporting of Sirius Group from our audit of the Company's internal control over financial reporting. The excluded elements represent controls over approximately 59% of consolidated assets, 64% of consolidated liabilities and 58% of the consolidated revenues.

#### **Definition and Limitations of Internal Control over Financial Reporting**

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

#### **Critical Audit Matters**

The critical audit matters communicated below are matters arising from the current period audit of the consolidated financial statements that were communicated or required to be communicated to the audit committee and that (i) relate to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

##### *Acquisition of Sirius Group – Valuation of Value of Business Acquired and Distribution Relationships Intangible Assets*

As described in Notes 1 and 3 to the consolidated financial statements, the Company completed the acquisition of Sirius Group on February 26, 2021 for a total purchase price of \$1,079.8 million, which resulted in the recognition of an intangible asset relating to the value of business acquired (VOBA) of \$147.9 million and a distribution relationships intangible asset of \$75.0 million, among other identifiable intangible assets. Management determined the fair value of the VOBA intangible asset by calculating the difference between the risk-adjusted future loss and expenses, discounted to present value, and the unearned premium reserve associated with the policies and contracts that were in-force as of the closing date of the acquisition. As disclosed by management, judgment was applied in estimating the VOBA intangible asset, which involved the use of significant assumptions related to the discount rate and expected profitability associated with the unearned premium reserve, which includes an associated risk margin. Management determined the fair value of the distribution relationships intangible asset using a variation of the income approach. As disclosed by management, judgment was applied in estimating the fair value of the distribution relationships intangible asset, which involved the use of assumptions related to the discount rate and customer attrition rate, as well as the expected revenue growth rates and profitability margins (which are used to determine the amount and timing of expected future cash flows).

The principal considerations for our determination that performing procedures relating to the valuation of the VOBA and distribution relationships intangible assets as a result of the acquisition of Sirius Group is a critical audit matter are (i) the significant judgment by management when determining the fair values; (ii) a high degree of auditor judgment, subjectivity and effort in performing procedures and evaluating the significant assumptions related to the discount rates for the VOBA and distribution relationships intangible assets and the customer attrition rate for the distribution relationships intangible asset; and (iii) the audit effort involved the use of professionals with specialized skill and knowledge.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to the valuation of the VOBA and distribution relationships intangible assets, including controls over the development of the significant assumptions related to the discount rates for the VOBA and distribution relationships intangible assets and the customer attrition rate for the distribution relationships intangible asset. These procedures also included, among others,

testing management's process for determining the fair values of the VOBA and distribution relationships intangible assets. Testing management's process included testing the completeness and accuracy of data used by management; (ii) evaluating the appropriateness of the valuation methods used by management; and (iii) evaluating the reasonableness of the significant assumptions related to the discount rates and customer attrition rate. Professionals with specialized skill and knowledge were used to assist in evaluating the appropriateness of the valuation methods and the reasonableness of the significant assumptions relating to the discount rates and customer attrition rate.

*Valuation of Loss and Loss Adjustment Expense Reserves*

As described in Notes 2 and 13 to the consolidated financial statements, the Company's loss and loss adjustment expense reserves as of December 31, 2021 were \$4,841.4 million. Loss and loss adjustment expense reserves are established by management based on actuarially determined estimates of ultimate loss and loss adjustment expenses. Inherent in the estimate of ultimate loss and loss adjustment expenses are expected trends in claim severity and frequency and other factors that may vary significantly as claims are settled. As disclosed by management, the uncertainties are primarily due to the lapse of time to receive the reporting of the claims and the ultimate settlement of the claims; the diversity of development patterns among different lines of business; and the reliance on cedents, managing general underwriters, and brokers for information regarding claims. Management applies judgment and uses several actuarial methods to perform the Company's loss reserve analysis, which include the expected loss ratio method, paid loss development method, incurred loss development method, and Bornhuetter-Ferguson paid and incurred loss methods. Use of these methods involves key assumptions, including expected loss ratios and paid and incurred loss development factors. Key to the projection of ultimate loss is the selection and weighting of the actuarial methods.

The principal considerations for our determination that performing procedures relating to valuation of loss and loss adjustment expense reserves is a critical audit matter are (i) the significant judgment by management when developing the estimate; (ii) a high degree of auditor judgment, subjectivity and effort in performing procedures and evaluating the significant assumptions related to the expected loss ratios, paid and incurred loss development factors, and the selection and weighting of the actuarial methods (collectively, the "significant assumptions"); and (iii) the audit effort involved the use of professionals with specialized skill and knowledge.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to the valuation of loss and loss adjustment expense reserves for certain lines of business, including controls over the development of the significant assumptions. These procedures also included, among others, the involvement of professionals with specialized skill and knowledge to assist in (i) developing an independent estimate for certain lines of business of the loss and loss adjustment expense reserves, and comparing this independent estimate to management's actuarially determined reserves; and (ii) for certain lines of business, testing management's process for estimating loss and loss adjustment expense reserves by evaluating the appropriateness of management's actuarial reserving methods and the reasonableness of the significant assumptions. Developing an independent estimate and testing management's process also involved testing the completeness and accuracy of data provided by management.

/s/ PricewaterhouseCoopers LLP  
New York, New York

March 1, 2022

We have served as the Company's auditor since 2021.

## **Report of Independent Registered Public Accounting Firm**

To the Shareholders and the Board of Directors

SiriusPoint Ltd. (formerly known as Third Point Reinsurance Ltd.)

### **Opinion on the Financial Statements**

We have audited the accompanying consolidated balance sheets of SiriusPoint Ltd. (the Company) as of December 31, 2020 and 2019, the related consolidated statements of income, comprehensive income, shareholders' equity and cash flows for each of the two years in the period ended December 31, 2020, and the related notes and financial statement schedules listed in the Index at Item 15 (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2020, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2020, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2020, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated February 23, 2021, expressed an unqualified opinion thereon.

### **Change in Accounting Policy**

As discussed in Note 2 to the consolidated financial statements, the Company changed its method of accounting for assumed gross premiums written effective January 1, 2021, with retrospective application to all periods presented.

### **Basis for Opinion**

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

### **Critical Audit Matter**

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the account or disclosures to which it relates.

***Valuation of incurred but not reported loss and loss adjustment expense reserves***

*Description of the Matter*

At December 31, 2020, the Company's incurred but not reported loss and loss adjustment expense reserves (IBNR reserves) were \$1,043.5 million which are included in the loss and loss adjustment expense reserves of \$1,310.1 million. As described in Notes 2 and 13 of the consolidated financial statements, IBNR reserves are established by management based on actuarially determined estimates of ultimate loss and loss adjustment expenses at a given point in time. Inherent in the estimate of ultimate loss and loss adjustment expenses, including catastrophe events, are the uncertainties of future expected trends in claim severity and frequency which may vary significantly as claims are settled. The uncertainties are primarily due to the preliminary nature of the information, the lapse of time to receive the reporting of the claims and the ultimate settlement of the claims, the diversity of development patterns among different types of reinsurance treaties, and the reliance on the cedents and brokers for information regarding claims. In particular, the estimate of ultimate loss and loss adjustment expenses is sensitive to significant assumptions including the initial expected loss ratio, paid and incurred loss development factors, the selection and weighting of the principal actuarial methods applied to project the ultimate losses, and the estimate of the ultimate loss for a catastrophe event.

Auditing management's best estimate of IBNR reserves was complex and involved a high degree of subjectivity in evaluating management's methods and assumptions used in determining the ultimate loss and loss adjustment expenses and the valuation of the IBNR reserves.

*How We Addressed the Matter in Our Audit*

We obtained an understanding, evaluated the design and tested the operating effectiveness of the relevant controls over the Company's IBNR reserves estimation process, including, among others, management review controls over the significant judgment applied on the selection and weighting of the actuarial methods and assumptions in the calculation of the IBNR reserves.

Our audit procedures also included, among others, agreeing the key contract terms for selected contracts to the terms used in the reserve calculation (including coverage basis and years of coverage) and agreeing samples of outstanding loss reserves and paid losses to original source documentation.

To test the IBNR reserves, our audit procedures included, among others, utilizing the assistance of actuarial specialists. Our actuarial specialist assessed the selection and weighting of the principal actuarial methods applied by management to project the ultimate losses by comparing management's methods and assumptions used with historical experience and prior period methods and assumptions. Our actuarial specialists evaluated the loss development factors including comparison to industry benchmarks, assessed the initial expected loss ratio as determined at pricing on a sample basis and assessed the estimate of catastrophic event losses with comparison to industry losses for selected events. Further, our actuarial specialists independently projected the ultimate loss by applying generally accepted actuarial methods at the individual contract level, independently calculated a range of reasonable reserve estimates and compared the range of reserve estimates to the Company's recorded loss and loss adjustment expenses reserves.

/s/ Ernst & Young Ltd.

We have served as the Company's auditor from 2012 to 2020.

Hamilton, Bermuda

February 23, 2021, except for Notes 2, 5, 13 and 14 as to which the date is June 17, 2021, and for Note 5, Schedule II and Schedule III, as to which the date is March 1, 2022.

**SIRIUSPOINT LTD.**  
**CONSOLIDATED BALANCE SHEETS**  
As of December 31, 2021 and 2020  
(expressed in millions of U.S. dollars, except per share and share amounts)

	December 31, 2021	December 31, 2020
<b>Assets</b>		
Investments in related party investment funds, at fair value (cost - \$441.9; 2020 - \$891.9)	\$ 909.6	\$ 1,055.6
Debt securities, trading, at fair value (cost - \$2,099.3; 2020 - \$91.4)	2,085.6	101.3
Short-term investments, at fair value (cost - \$1,076.0; 2020 - N/A)	1,075.8	—
Equity securities, trading, at fair value (cost - \$4.5; 2020 - N/A)	2.8	—
Other long-term investments, at fair value (cost - \$443.0; 2020 - \$4.0) (includes related party investments at fair value of \$258.2 (2020 - \$4.0))	456.1	4.0
<b>Total investments</b>	<b>4,529.9</b>	<b>1,160.9</b>
Cash and cash equivalents	999.8	526.0
Restricted cash and cash equivalents	948.6	1,187.9
Redemption receivable from related party investment fund	250.0	—
Due from brokers	15.9	94.9
Interest and dividends receivable	8.3	0.9
Insurance and reinsurance balances receivable, net	1,708.2	441.9
Deferred acquisition costs and value of business acquired, net	218.8	68.6
Unearned premiums ceded	242.8	20.5
Loss and loss adjustment expenses recoverable, net	1,215.3	14.4
Deferred tax asset	182.0	0.4
Intangible assets	171.9	—
Other assets	126.8	18.8
<b>Total assets</b>	<b>\$ 10,618.3</b>	<b>\$ 3,535.2</b>
<b>Liabilities</b>		
Loss and loss adjustment expense reserves	\$ 4,841.4	\$ 1,310.1
Unearned premium reserves	1,198.4	284.8
Reinsurance balances payable	688.3	78.1
Deposit liabilities	150.7	153.0
Securities sold, not yet purchased, at fair value	—	12.0
Due to brokers	6.5	—
Accounts payable, accrued expenses and other liabilities	229.8	17.6
Deferred tax liability	95.4	—
Liability-classified capital instruments	87.8	—
Debt	816.7	114.3
<b>Total liabilities</b>	<b>8,115.0</b>	<b>1,969.9</b>
Commitments and contingent liabilities		
<b>Shareholders' equity</b>		
Series B preference shares (par value \$0.10; authorized and issued: 8,000,000)	200.0	—
Common shares (issued and outstanding: 161,929,777; 2020 - 95,582,733)	16.2	9.6
Additional paid-in capital	1,622.7	933.9
Retained earnings	665.0	620.4
Accumulated other comprehensive loss	(0.2)	—
<b>Shareholders' equity attributable to SiriusPoint shareholders</b>	<b>2,503.7</b>	<b>1,563.9</b>
Noncontrolling interests	(0.4)	1.4
<b>Total shareholders' equity</b>	<b>2,503.3</b>	<b>1,565.3</b>
<b>Total liabilities, noncontrolling interests and shareholders' equity</b>	<b>\$ 10,618.3</b>	<b>\$ 3,535.2</b>

The accompanying Notes to the Consolidated Financial Statements are an integral part of the Consolidated Financial Statements.

**SIRIUSPOINT LTD.**  
**CONSOLIDATED STATEMENTS OF INCOME**  
For the years ended December 31, 2021, 2020 and 2019  
(expresses in millions of U.S. dollars, except per share and share amounts)

	2021	2020	2019
<b>Revenues</b>			
Net premiums earned	\$ 1,717.0	\$ 610.8	\$ 700.1
Net realized and unrealized investment gains (losses)	(16.9)	69.2	15.3
Net realized and unrealized investment gains from related party investment funds	304.0	195.0	249.6
Other net investment income	25.4	14.7	17.6
Total realized and unrealized investment gains and net investment income	312.5	278.9	282.5
Other revenues	151.2	—	—
Total revenues	2,180.7	889.7	982.6
<b>Expenses</b>			
Loss and loss adjustment expenses incurred, net	1,326.5	465.3	403.5
Acquisition costs, net	387.8	187.1	295.6
Other underwriting expenses	158.8	30.1	34.2
Net corporate and other expenses	266.6	41.9	36.2
Intangible asset amortization	5.9	—	—
Interest expense	34.0	8.2	8.2
Foreign exchange (gains) losses	(44.0)	5.2	3.6
Total expenses	2,135.6	737.8	781.3
Income before income tax (expense) benefit	45.1	151.9	201.3
Income tax (expense) benefit	10.7	(8.1)	(0.7)
<b>Net income</b>	55.8	143.8	200.6
Net (income) loss attributable to noncontrolling interests	2.3	(0.3)	—
<b>Net income available to SiriusPoint</b>	58.1	143.5	200.6
Dividends on Series B preference shares	(13.5)	—	—
<b>Net income available to SiriusPoint common shareholders</b>	\$ 44.6	\$ 143.5	\$ 200.6
<b>Earnings per share available to SiriusPoint common shareholders</b>			
Basic earnings per share available to SiriusPoint common shareholders	\$ 0.28	\$ 1.54	\$ 2.18
Diluted earnings per share available to SiriusPoint common shareholders	\$ 0.27	\$ 1.53	\$ 2.16
<b>Weighted average number of common shares used in the determination of earnings per share</b>			
Basic	148,667,770	92,510,090	91,835,990
Diluted	150,156,466	92,957,799	92,652,316

The accompanying Notes to the Consolidated Financial Statements are an integral part of the Consolidated Financial Statements.

**SIRIUSPOINT LTD.**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
For the years ended December 31, 2021, 2020 and 2019  
(expresses in millions of U.S. dollars)

	2021	2020	2019
<b>Comprehensive income</b>			
Net income	\$ 55.8	\$ 143.8	\$ 200.6
<b>Other comprehensive loss</b>			
Change in foreign currency translation, net of tax	(0.2)	—	—
<b>Total other comprehensive loss</b>	(0.2)	—	—
<b>Comprehensive income</b>	55.6	143.8	200.6
Net (income) loss attributable to noncontrolling interests	2.3	(0.3)	—
<b>Comprehensive income available to SiriusPoint</b>	<u>\$ 57.9</u>	<u>\$ 143.5</u>	<u>\$ 200.6</u>

The accompanying Notes to the Consolidated Financial Statements are  
an integral part of the Consolidated Financial Statements.

**SIRIUSPOINT LTD.**  
**CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY**  
For the years ended December 31, 2021, 2020 and 2019  
(expresses in millions of U.S. dollars)

	2021	2020	2019
<b>Series B preference shares</b>			
Balance, beginning of period	\$ —	\$ —	\$ —
Issuance of preference shares, net	200.0	—	—
Balance, end of period	200.0	—	—
<b>Common shares</b>			
Balance, beginning of period	9.6	9.5	9.4
Issuance of common shares, net	0.2	0.1	0.1
Issuance of common shares for Sirius Group acquisition	5.8	—	—
Issuance of common shares to related party	0.6	—	—
Balance, end of period	16.2	9.6	9.5
<b>Additional paid-in capital</b>			
Balance, beginning of period	933.9	927.7	918.9
Issuance of common shares, net	13.0	(0.4)	1.8
Acquisition of Sirius Group	589.7	—	—
Issuance of common shares to related party	48.0	—	—
Share compensation	38.1	6.6	7.0
Balance, end of period	1,622.7	933.9	927.7
<b>Retained earnings</b>			
Balance, beginning of period	620.4	476.9	276.3
Net income	55.8	143.8	200.6
Net (income) loss attributable to noncontrolling interests	2.3	(0.3)	—
Dividends on preference shares	(13.5)	—	—
Balance, end of year	665.0	620.4	476.9
<b>Accumulated other comprehensive loss</b>			
Accumulated net foreign currency translation			
Balance, beginning of period	—	—	—
Net change in foreign currency translation	(0.2)	—	—
Balance, end of period	(0.2)	—	—
<b>Shareholders' equity attributable to SiriusPoint shareholders</b>	<b>2,503.7</b>	<b>1,563.9</b>	<b>1,414.1</b>
Noncontrolling interests	(0.4)	1.4	—
<b>Total shareholders' equity</b>	<b>\$ 2,503.3</b>	<b>\$ 1,565.3</b>	<b>\$ 1,414.1</b>

The accompanying Notes to the Consolidated Financial Statements are  
an integral part of the Consolidated Financial Statements.

**SIRIUSPOINT LTD.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
For the years ended December 31, 2021, 2020 and 2019  
(expressed in millions of U.S. dollars)

	2021	2020	2019
<b>Operating activities</b>			
Net income	\$ 55.8	\$ 143.8	\$ 200.6
Adjustments to reconcile net income to net cash provided by operating activities:			
Share compensation	11.4	6.6	7.0
Net interest expense on deposit liabilities	3.7	0.9	5.9
Net realized and unrealized (gain) loss on investments and derivatives	3.0	(62.5)	(2.5)
Net realized and unrealized gain on investment in related party investment funds	(304.0)	(195.0)	(249.6)
Other revenues	(100.1)	—	—
Gain from sale of consolidated subsidiary	(5.8)	—	—
Amortization of premium and accretion of discount, net	9.5	(3.8)	(1.4)
Amortization of intangible assets	5.9	—	—
Depreciation and other amortization	6.1	—	—
Other items, net	(26.3)	5.2	3.6
<b>Changes in assets and liabilities:</b>			
Insurance and reinsurance balances receivable, net	(48.3)	38.6	20.4
Deferred acquisition costs and value of business acquired, net	(2.3)	23.6	24.8
Unearned premiums ceded	(33.3)	(17.3)	(1.5)
Loss and loss adjustment expenses recoverable, net	(390.2)	(8.9)	(3.5)
Deferred tax asset/liability	(44.8)	7.9	0.7
Other assets	34.8	(4.6)	(0.8)
Interest and dividends receivable	0.6	1.3	(0.9)
Loss and loss adjustment expense reserves	614.8	190.3	157.8
Unearned premium reserves	13.6	(51.3)	(41.6)
Reinsurance balances payable	223.0	1.8	11.5
Accounts payable, accrued expenses and other liabilities	(25.5)	(3.3)	10.6
Net cash provided by operating activities	<u>1.6</u>	<u>73.3</u>	<u>141.1</u>
<b>Investing activities</b>			
Proceeds from redemptions from related party investment funds	200.0	—	760.0
Contributions to related party investment funds	—	—	(87.0)
Change in participation agreement with related party investment funds	—	—	(2.3)
Purchases of investments	(3,398.7)	(444.1)	(331.4)
Proceeds from sales and maturities of investments	2,687.9	532.2	446.2
Purchases of investments to cover short sales	(20.6)	(2.8)	—
Proceeds from short sales of investments	9.7	15.7	—
Change in due to/from brokers, net	77.9	(95.0)	1.4
Acquisition of Sirius Group, net (cash and restricted cash acquired of \$740.3)	631.9	—	—
Proceeds from sale of consolidated subsidiary, net of cash sold	20.5	—	—
Net cash provided by investing activities	<u>208.6</u>	<u>6.0</u>	<u>786.9</u>
<b>Financing activities</b>			
Proceeds from issuance of SiriusPoint common shares, net of costs	50.8	—	1.9
Taxes paid on withholding shares	(0.5)	(0.3)	(0.1)
Cash dividends paid to preference shareholders	(12.2)	—	—
Net proceeds (payments) on deposit liability contracts	(14.0)	(20.2)	10.8
Change in total noncontrolling interests, net	0.2	1.1	—
Net cash provided by (used in) financing activities	<u>24.3</u>	<u>(19.4)</u>	<u>12.6</u>
Net increase in cash, cash equivalents and restricted cash	234.5	59.9	940.6
Cash, cash equivalents and restricted cash at beginning of year	1,713.9	1,654.0	713.4
<b>Cash, cash equivalents and restricted cash at end of year</b>	<u>\$ 1,948.4</u>	<u>\$ 1,713.9</u>	<u>\$ 1,654.0</u>
<b>Supplementary information</b>			
Interest paid in cash	\$ 39.3	\$ 8.3	\$ 8.1
Income taxes paid in cash	\$ 14.7	\$ 0.1	\$ —

The accompanying Notes to the Consolidated Financial Statements are an integral part of the Consolidated Financial Statements.

**SiriusPoint Ltd.**  
**Notes to the Consolidated Financial Statements**  
*(Expressed in United States Dollars)*

**1. Organization**

SiriusPoint Ltd. (together with its consolidated subsidiaries, “SiriusPoint” or the “Company”) was incorporated under the laws of Bermuda on October 6, 2011. Through its subsidiaries, the Company is a provider of global multi-line reinsurance and insurance products and services.

On February 26, 2021, the Company completed the acquisition of Sirius International Insurance Group, Ltd. (“Sirius” or “Sirius Group”) and changed its name from Third Point Reinsurance Ltd. to SiriusPoint Ltd. (“SiriusPoint”). The results of operations and cash flows of Sirius Group are included from the acquisition date of February 26, 2021 forward. All references to SiriusPoint throughout this Form 10-K for periods prior to the acquisition date refer to legacy Third Point Reinsurance Ltd., unless otherwise indicated. For additional information, see Note 3 to our consolidated financial statements.

In connection with an internal reorganization:

- On May 27, 2021, Sirius International Group, Ltd. (“SIG”), Sirius International Holdings Ltd. and Sirius International Insurance Group, Ltd., wholly-owned subsidiaries of the Company, merged with and into the Company, with the Company being the surviving entity;
- On May 27, 2021, Third Point Reinsurance Company Ltd. (“Third Point Re BDA”) merged with and into Sirius Bermuda Insurance Company Ltd. (“Sirius Bermuda”), with Sirius Bermuda being the surviving entity. Upon the effectiveness of the merger, Sirius Bermuda changed its name to SiriusPoint Bermuda Insurance Company Ltd. (“SiriusPoint Bermuda”);
- On December 31, 2021, Third Point Reinsurance (USA) Ltd. (“Third Point Re USA”) merged with and into SiriusPoint Bermuda, with SiriusPoint Bermuda being the surviving entity. All references to SiriusPoint Bermuda for periods prior to the merger date refer to legacy Third Point Re BDA and Sirius Bermuda, unless otherwise indicated; and
- On December 31, 2021, Third Point Re (USA) Holdings Inc., a wholly-owned subsidiary of the Company, merged with and into the Company, with the Company being the surviving entity.

These consolidated financial statements include the results of the Company and have been prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”). All significant intercompany accounts and transactions have been eliminated.

With recent changes in strategy and executive management following the acquisition of Sirius Group, the Company has determined that it will report on two operating segments: Reinsurance and Insurance & Services. The change in reportable segments had no impact on the Company’s historical consolidated financial positions, results of operations or cash flows as previously reported. Where applicable, all prior periods presented have been revised to conform to this new presentation. See Note 5 for additional information.

Tabular amounts are in U.S. Dollars in millions, except share amounts, unless otherwise noted.

**2. Significant accounting policies**

**Reclassifications**

Certain amounts in the prior period financial statements have been reclassified to conform to the presentation of the current period financial statements. These reclassifications had no impact on the previously reported net income (loss) or shareholders’ equity attributable to SiriusPoint shareholders.

The following is a summary of the significant accounting and reporting policies adopted by the Company:

**Use of estimates**

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported and disclosed amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during

the reporting period. Actual results could differ from those estimates. The major estimates reflected in the Company's consolidated financial statements include, but are not limited to, the loss and loss adjustment expense reserves, estimates of written and earned premiums and fair value of financial instruments.

#### **Business combinations and intangible assets**

The Company accounts for business combinations in accordance with Accounting Standards Codification ("ASC") Topic 805 *Business Combinations*, and intangible assets that arise from business combinations in accordance with ASC Topic 350 *Intangibles – Goodwill and Other*.

The difference between the fair value of net assets acquired and the purchase price is recorded as a bargain purchase gain in other revenues in the consolidated statements of income.

Intangible assets arising from our business acquisitions are classified as either finite or indefinite-lived intangible assets. Finite-lived intangible assets are amortized over their useful lives with the amortization expense being recognized in the consolidated statements of income. The amortization periods approximate the period over which the Company expects to generate future net cash inflows from the use of these assets. All of these assets are subject to impairment testing for the impairment or disposal of long-lived assets when events or conditions indicate that the carrying value of an asset may not be fully recoverable from future cash flows. Indefinite-lived intangible assets are however not subject to amortization. The carrying values of intangible assets are reviewed for indicators of impairment at least annually. The Company initially evaluates indefinite-lived intangible assets using a qualitative approach to determine whether it is more likely than not that the fair value is greater than its carrying value. If the results of the qualitative evaluation indicate that it is more likely than not that the carrying value exceeds its fair value, the Company performs the quantitative test for impairment. If indefinite-lived intangible assets are impaired, such assets are written down to their fair values with the related expense recognized in the consolidated statements of income.

#### **Cash, cash equivalents and restricted cash**

Cash and cash equivalents consist of cash held in banks and other short-term, highly liquid investments with original maturity dates of ninety days or less.

Restricted cash and cash equivalents consist of cash held in trust accounts securing obligations under certain reinsurance contracts and cash held in trust accounts securing letters of credit issued under credit facilities.

#### **Premium revenue recognition**

Effective January 1, 2021, the Company changed its accounting policy for assumed written premiums. Previously, the Company estimated ultimate premium written for the entire contract period and recorded this estimate at inception of the contract. For contracts where the full premium written was not estimable at inception, the Company recorded premium written for the portion of the contract period for which the amount was estimable.

The Company changed its accounting policy to recognize premiums written ratably over the term of the related policy or reinsurance treaty consistent with the timing of when the ceding company has recognized the written premiums. Premiums written include amounts reported by brokers and ceding companies, supplemented by the Company's own estimates of premiums where reports have not been received. The determination of premium estimates requires a review of the Company's experience with the ceding companies, managing general underwriters, familiarity with each market, the timing of the reported information, an analysis and understanding of the characteristics of each class of business and management's judgment of the impact of various factors, including premium or loss trends, on the volume of business written and ceded to the Company. On an ongoing basis, the Company's underwriters review the amounts reported by these third parties for reasonableness based on their experience and knowledge of the subject class of business, taking into account the Company's historical experience with the brokers or ceding companies. Changes in premium estimates are expected and may result in adjustments in any reporting period. Any subsequent adjustments arising on such estimates are recorded in the period in which they are determined.

The change in policy has been made because it is management's opinion that the revised policy reflects the timing of when premiums are written by the cedent and reduces estimation uncertainty regarding the assets and liabilities recorded.

The following tables provide a summary of the retrospective impact from the change in accounting policy on the Company's consolidated financial statements:

**Consolidated balance sheets**

	December 31, 2020		
	As previously reported	Adjustment	As adjusted
Insurance and reinsurance balances receivable, net	\$ 559.4	\$ (117.5)	\$ 441.9
Deferred acquisition costs and value of business acquired, net	134.3	(65.7)	68.6
Unearned premiums ceded	27.7	(7.2)	20.5
<b>Total assets</b>	<b>3,725.6</b>	<b>(190.4)</b>	<b>3,535.2</b>
Reinsurance balances payable	80.4	(2.3)	78.1
Unearned premium reserves	472.9	(188.1)	284.8
<b>Total liabilities</b>	<b>2,160.3</b>	<b>(190.4)</b>	<b>1,969.9</b>
<b>Shareholders' equity attributable to SiriusPoint shareholders</b>	<b>\$ 1,563.9</b>	<b>\$ —</b>	<b>\$ 1,563.9</b>

**Consolidated statements of income**

	Year ended December 31, 2020			Year ended December 31, 2019		
	As previously reported	Adjustment	Restated amount	As previously reported	Adjustment	Restated amount
Gross premiums written	\$ 588.0	\$ 0.5	\$ 588.5	\$ 631.8	\$ 36.6	\$ 668.4
Gross premiums ceded	(39.7)	(6.6)	(46.3)	(9.3)	(2.1)	(11.4)
Net premiums written	548.3	(6.1)	542.2	622.5	34.5	657.0
Change in net unearned premium reserves	62.5	6.1	68.6	77.6	(34.5)	43.1
Net premiums earned	\$ 610.8	\$ —	\$ 610.8	\$ 700.1	\$ —	\$ 700.1
<b>Net income available to SiriusPoint common shareholders</b>	<b>\$ 143.5</b>	<b>\$ —</b>	<b>\$ 143.5</b>	<b>\$ 200.6</b>	<b>\$ —</b>	<b>\$ 200.6</b>

**Consolidated statement of cash flows**

	Year ended December 31, 2020			Year ended December 31, 2019		
	As previously reported	Adjustment	As adjusted	As previously reported	Adjustment	As adjusted
Insurance and reinsurance balances receivable, net	\$ 38.8	\$ (0.2)	\$ 38.6	\$ 30.0	\$ (9.6)	\$ 20.4
Deferred acquisition costs and value of business acquired, net	20.4	3.2	23.6	49.1	(24.3)	24.8
Unearned premiums ceded	(10.7)	(6.6)	(17.3)	0.6	(2.1)	(1.5)
Unearned premium reserves	(51.8)	0.5	(51.3)	(78.1)	36.5	(41.6)
Reinsurance balances payable	(1.3)	3.1	1.8	12.0	(0.5)	11.5
Net cash provided by operating activities	\$ 73.3	\$ —	\$ 73.3	\$ 141.1	\$ —	\$ 141.1

The change in accounting policy had no impact on the previously reported net income or shareholders' equity attributable to SiriusPoint shareholders.

Premiums for retroactive exposures in reinsurance contracts are earned at the inception of the contract, as all of the underlying loss events covered by these exposures occurred in the past. If the estimated loss and loss adjustment expense reserve differs from the premium received at inception of a retroactive reinsurance contract, the resulting difference is deferred and recognized over the estimated claim payment period of the related contract with the periodic amortization reflected in earnings as a component of loss and loss adjustment expenses incurred.

Unearned premiums represent the portion of premiums written that relate to the remaining term of the underlying policies in force.

#### **Reinsurance premiums ceded**

From time to time, the Company reduces the risk of losses on business written by reinsuring certain risks and exposures with other reinsurers. The Company remains liable to the extent that any retrocessionaire fails to meet its obligations and to the extent that the Company does not hold sufficient security for their unpaid obligations. Ceded premiums are written during the period in which the risks incept and are earned over the contract period in proportion to the period of risk covered. Unearned premiums ceded consist of the unexpired portion of insurance and reinsurance ceded.

#### **Funds held**

Funds held by ceding companies represent amounts due to the Company in connection with certain assumed reinsurance agreements in which the ceding company retains a portion of the premium to provide security against future loss payments. The funds held by ceding companies are generally invested by the ceding company and a contractually agreed interest amount is credited to the Company and recognized as investment income. These amounts are included in insurance and reinsurance balances receivable, net on the consolidated balance sheets.

Funds held under reinsurance treaties represent contractual payments due from the Company that have been retained to secure such obligations. These amounts are included in reinsurance balances payable on the consolidated balance sheets.

#### **Reinsurance**

Reinsurance recoverables include claims we paid and estimates of unpaid losses and loss adjustment expenses that are subject to reimbursement under reinsurance and retrocessional contracts. The method for determining reinsurance recoverables for unpaid losses and loss adjustment expenses involves reviewing actuarial estimates of gross unpaid losses and loss adjustment expenses to determine our ability to cede unpaid losses and loss adjustment expenses under our existing reinsurance contracts. This method is continually reviewed and updated and any resulting adjustments are reflected in earnings in the period identified. Reinsurance premiums, commissions and expense reimbursements are accounted for on a basis consistent with those used in accounting for the original policies issued and the term of the reinsurance contracts. Amounts recoverable from reinsurers for losses and loss adjustment expenses for which the Company has not been relieved of its legal obligations to the policyholder are reported as assets.

#### **Deferred acquisition costs**

Deferred acquisition costs consist of commissions, brokerage expenses, excise taxes and other costs which are directly attributable to the successful acquisition or renewal of contracts and vary with the production of business. These costs are deferred and amortized over the period in which the related premiums are earned. Amortization of deferred acquisition costs are shown net of contractual commissions earned on reinsurance ceded within acquisition expenses, net in the consolidated statements of net income.

Acquisition costs also include profit commissions that are expensed when incurred. Profit commissions are calculated and accrued based on the expected loss experience for contracts and recorded when the current loss estimate indicates that a profit commission is probable under the contract terms.

As a result of the Sirius Group acquisition, a value of business acquired ("VOBA") intangible asset was established. VOBA represents the expected future losses and expenses associated with the policies and contracts that were in-force as of the closing date of the transaction compared to the future premium remaining expected to be earned. The difference between the risk-adjusted future loss and expenses, discounted to present value, and the unearned premium reserve was estimated to be the VOBA. Amortization of VOBA is recorded in acquisition costs, net in the consolidated statements of net income and the VOBA related asset is included in deferred acquisition costs and value of business acquired, net on the consolidated balance sheets.

The Company evaluates the recoverability of deferred acquisition costs by determining if the sum of expected loss and loss adjustment expenses, expected dividends to policyholders, unamortized acquisition costs, and maintenance costs exceeds related unearned premiums and anticipated investment income. If a loss is probable on the unexpired portion of contracts in force, a premium deficiency loss is recognized. As of December 31, 2021, deferred acquisition costs are considered to be fully recoverable and no premium deficiency has been recorded.

**Loss and loss adjustment expense reserves**

The Company's loss and loss adjustment expense reserves include case reserves, reserves for losses incurred but not yet reported ("IBNR reserves") and deferred gains on retroactive reinsurance contracts. Case reserves are established for losses that have been reported, but not yet paid. IBNR reserves represent the estimated loss and loss adjustment expenses that have been incurred by insureds and reinsureds but not yet reported to the insurer or reinsurer, including unknown future development on loss and loss adjustment expenses that are known to the insurer or reinsurer. IBNR reserves are established by management based on actuarially determined estimates of ultimate loss and loss adjustment expenses.

Inherent in the estimate of ultimate loss and loss adjustment expenses are expected trends in claim severity and frequency and other factors that may vary significantly as claims are settled. Accordingly, ultimate loss and loss adjustment expenses may differ materially from the amounts recorded in the consolidated financial statements. These estimates are reviewed regularly and, as experience develops and new information becomes known, the reserves are adjusted as necessary. Such adjustments, if any, are recorded in the consolidated statements of income in the period in which they become known.

**Deposit liabilities**

Certain contracts do not transfer sufficient insurance risk to be deemed reinsurance contracts and are accounted for using the deposit method of accounting. Management exercises judgment in determining whether contracts transfer sufficient risk to be accounted for as reinsurance contracts. Using the deposit method of accounting, a deposit liability, rather than written premium, is initially recorded based upon the consideration received less any explicitly identified premiums or fees. In subsequent periods, the deposit liability is adjusted by calculating the effective yield on the deposit to reflect actual payments to date and future expected payments. In some cases, the effective yield on the contract may be negative, which will result in the recognition of other income. Fixed interest credits on deposit accounted contracts are included in net corporate and other expenses in the consolidated statements of net income.

**Fair value measurement**

The Company determines the fair value of financial instruments in accordance with current accounting guidance, which defines fair value and establishes a three level fair value hierarchy based upon the transparency of inputs used in the valuation of an asset or liability. Fair value is defined as the price that the Company would receive to sell an asset or would pay to transfer a liability in an orderly transaction between market participants at the measurement date. The Company determines the estimated fair value of each individual security utilizing the highest level inputs available. Refer to Note 7 for additional information.

**Investments*****Short-term investments***

Short-term investments consist of U.S. treasury bills, certificates of deposit and other securities, which, at the time of purchase, mature within a period of greater than three months but less than one year. Short-term investments are carried at fair value. The Company previously included short-term investments within debt securities on the consolidated balance sheets. As a result of the acquisition of Sirius Group, these balances have significantly grown and are now disclosed as a separate line item in the consolidated balance sheets in accordance with Rule 7-03 of Regulation S-X. This balance sheet reclassification had no impact on the previously reported total investments, total assets or shareholders' equity attributable to SiriusPoint common shareholders.

***Investment Securities***

The Company's investments are classified as "trading securities" and are carried at fair value with changes in fair value included in earnings in the consolidated statements of income.

The fair value of the Company's investments are based on quoted market prices, or when such prices are not available, by reference to broker or underwriter bid indications, industry recognized pricing vendors, and/or internal pricing valuation techniques. Investment transactions are recorded on a trade date basis with balances pending settlement included in due to/from brokers in the consolidated balance sheets.

Changes in unrealized gains and losses are reported pre-tax in revenues. Realized gains and losses are determined using cost calculated on a specific identification basis and are reported pre-tax in revenues. Dividends are recorded on the ex-dividend

date. Income and expenses are recorded on the accrual basis including interest and premiums amortized and discounts accreted.

***Other long-term investments***

Other long-term investments consist primarily of hedge funds, private equity funds, and other strategic investments. The fair values of hedge funds and private equity funds that produce net asset value (“NAV”) are generally recorded based upon the Company's proportionate interest in the underlying fund's NAV, which is deemed to approximate fair value. In addition, due to a lag in reporting, some of the fund managers, fund administrators or both, are unable to provide final fund valuations as of the Company's reporting date. In these circumstances, the Company estimates the return of the current period and uses all credible information available. This includes utilizing preliminary estimates reported by its fund managers and using information that is available to the Company with respect to the underlying investments, as necessary. The changes in fair value are reported in pre-tax revenues in net realized and unrealized investment gains (losses). Actual final fund valuations may differ from the Company's estimates and these differences are recorded in the period they become known as a change in estimate. For other strategic investments, management generally engages third-party valuation specialist to assist in determination of the fair value based on commonly accepted valuation methods (i.e., income approach, market approach).

Other long-term investments include certain investments that are eligible for the equity method where the Company has elected the fair value option under which the changes in fair value are reported in pre-tax revenues in net realized and unrealized investment gains (losses). See Note 10 for additional information.

***Investments in related party investment funds***

The Company invests in Third Point Enhanced LP (“TP Enhanced Fund”) and Third Point Venture Offshore Fund I LP (“TP Venture Fund”), both related party investment funds. The Company's investment in the funds are stated at their fair value, that generally represents the Company's proportionate interest in the funds as reported by the fund based on the NAV provided by the fund administrator. Increases or decreases in such fair value are recorded within net realized and unrealized investment gains from related party investment funds in the Company's consolidated statements of income. The Company records contributions and withdrawals related to its investments in the funds on the transaction date.

***Derivative financial instruments***

The Company holds derivative contracts to manage credit risk, interest rate risk, currency exchange risk and other exposure risks. The Company uses derivatives in connection with its risk-management activities to economically hedge certain risks and to gain exposure to certain investments. The utilization of derivative contracts also allows for an efficient means by which to trade certain asset classes.

Fair values of derivatives are determined by using quoted market prices, industry recognized pricing vendors and counterparty quotes when available; otherwise fair values were based on pricing models that consider the time value of money, volatility and the current market and contractual prices of underlying financial instruments.

***Share-based compensation***

The Company accounts for its share-based compensation transactions using the fair value of the award at the grant date and accounts for forfeitures when they occur. Determining the fair value of share purchase options at the grant date requires estimation and judgment. The Company uses an option-pricing model (Black-Scholes) to calculate the fair value of share purchase options.

For share-based compensation awards that contain both a service and performance condition, the Company recognizes compensation expense only for the portion of the award that is considered probable of vesting. Fair value of share-based compensation awards considered probable of vesting are expensed over the requisite service period. The probability of share-based awards vesting is evaluated at each reporting period. Share-based compensation awards that contain only service condition and share purchase options are expensed ratably over the requisite service period.

***Defined benefit plans***

Certain SiriusPoint employees in Europe participate in defined benefit plans. The liability for the defined benefit plans that is reported on the consolidated balance sheets is the current value of the defined benefit obligation at the end of the period, reduced by the fair value of the plan's assets, with adjustments for actuarial gains and losses. The defined benefit pension plan obligation is calculated annually by independent actuaries. The current value of the defined benefit obligation is determined

through discounting of expected future cash flows, using interest rates determined by current market interest rates. The service costs and actuarial gains and losses on the defined benefit obligation and the fair value on the plan assets are recognized in the consolidated statements of income.

#### **Debt offering costs**

Costs incurred in issuing debt, which includes underwriters' fees, legal and accounting fees, printing and other fees are capitalized and presented as a direct deduction from the principal amount of notes payable in the consolidated balance sheets. These costs are amortized over the term of the debt and are included in interest expense in the consolidated statements of income.

#### **Other underwriting expenses**

Other underwriting expenses primarily consist of general and administrative expenses and other operating income and expenses allocated to underwriting activities. Other underwriting expenses are also comprised of expenses relating to interest crediting features in certain reinsurance contracts and changes in fair value of reinsurance contracts accounted for as derivatives. Variable and fixed interest crediting features are calculated on funds transferred to the Company where interest is credited based on actual cash received into a notional experience account. The ceding company can typically elect to commute at specific points in time in exchange for the amounts held in the notional experience account. For those contracts that contain variable interest crediting features, actual investment returns realized by the Company are included in the calculation, which can increase the overall effective interest crediting rate on those contracts. Variable interest credit features are accounted for as embedded derivatives. Fixed interest credits on reinsurance contracts are included in other underwriting expenses in the consolidated statements of income.

#### **Foreign currency exchange**

The U.S. dollar is the functional currency for the Company's businesses except for the Canadian reinsurance operations of SiriusPoint America Insurance Company. The Company invests in securities denominated in foreign currencies. Assets and liabilities recorded in these foreign currencies are translated into U.S. dollars at exchange rates in effect at the balance sheet date, and revenues and expenses are translated using the average exchange rates for the period. Net foreign exchange gains and losses arising from the translation of functional currencies are reported in shareholders' equity, in accumulated other comprehensive loss. As of December 31, 2021, the Company had net unrealized foreign currency translation losses of \$0.2 million recorded in accumulated other comprehensive loss on its consolidated balance sheet.

Assets and liabilities relating to foreign operations are translated into the functional currency using current exchange rates; revenues and expenses are remeasured into the functional currency using the average exchange rate for the period. The resulting exchange gains and losses are reported as a component of net income (loss) in the period in which they arise within net realized and unrealized gains (losses) and net foreign exchange gains (losses).

#### **Federal and foreign income taxes**

The Company provides for income taxes for its operations in income tax paying jurisdictions. The Company's provision relies on estimates and interpretations of currently enacted tax laws.

The Company recognizes deferred tax assets and liabilities based on the temporary differences between the financial statement carrying amounts and the tax bases of assets and liabilities. A valuation allowance against deferred tax assets is recorded if it is more likely than not that all, or some portion, of the benefits related to deferred tax assets will not be realized. Any adjustments to deferred income taxes are accounted for as changes in estimates and are reflected in the consolidated statements of income in the year in which they are made. Adjustments could be material and could significantly impact earnings in the year they are recorded.

The Tax Cuts and Jobs Act (the "TCJA") which was enacted into law in the U.S. in December 31, 2017 includes a new base erosion and anti-abuse tax ("BEAT"), which is essentially a minimum tax that is potentially applicable to certain otherwise deductible payments made by U.S. entities to non-U.S. affiliates, including cross-border interest payments and reinsurance premiums. The statutory BEAT rate is 10% in 2019-2025, and then rises to 12.5% in 2026 and thereafter. The TCJA also includes provisions for Global Intangible Low-Taxed Income ("GILTI") under which taxes on foreign income are imposed on the excess of a deemed return on tangible assets of certain foreign subsidiaries. Consistent with accounting guidance, Sirius Group is treating BEAT as an in period tax charge when incurred in future periods for which no deferred taxes need to be provided and has made an accounting policy election to treat GILTI taxes in a similar manner.

**Variable interest entities**

The Company accounts for variable interest entities (“VIEs”) in accordance with FASB ASC Topic 810 Consolidation, which requires the consolidation of all VIEs by the primary beneficiary, that being the investor that has the power to direct the activities of the VIE and that will absorb a portion of the VIE’s expected losses or residual returns that could potentially be significant to the VIE. For VIEs the Company determines it has a variable interest in, it determines whether it is the primary beneficiary of a VIE by performing an analysis that principally considers: (i) the VIE’s purpose and design, including the risks the VIE was designed to create and pass through to its variable interest holders; (ii) the VIE’s capital structure; (iii) the terms between the VIE and its variable interest holders and other parties involved with the VIE; (iv) which variable interest holders have the power to direct the activities of the VIE that most significantly impact the VIE’s economic performance; (v) which variable interest holders have the obligation to absorb losses or the right to receive benefits from the VIE that could potentially be significant to the VIE; and (vi) related party relationships. The Company reassesses its initial determination of whether the Company is the primary beneficiary of a VIE upon changes in facts and circumstances that could potentially alter the Company’s assessment.

**Noncontrolling interests**

The Company consolidates the results of entities in which it has a controlling financial interest. Noncontrolling interests are presented as a separate line within shareholders’ equity in the consolidated balance sheets. The Company records the portion of net (income) loss attributable to noncontrolling interests as a separate line within the consolidated statements of income.

**Earnings per share**

Basic earnings per share is based on the weighted average number of common shares and participating securities outstanding during the period. The weighted average number of common shares excludes any dilutive effect of outstanding warrants, options and unvested restricted shares. Diluted earnings per share is based on the weighted average number of common shares and participating securities outstanding and includes any dilutive effects of warrants, options and unvested restricted shares under share plans and are determined using the treasury stock method. U.S. GAAP requires that unvested share awards that contain non-forfeitable rights to dividends or dividend equivalents, whether paid or unpaid (referred to as “participating securities”), be treated in the same manner as outstanding shares for earnings per share calculations. The Company treats certain of its unvested restricted shares as participating securities. In the event of a net loss, all participating securities, outstanding warrants, options and restricted shares are excluded from both basic and diluted loss per share since their inclusion would be anti-dilutive.

**Leases**

Leases in which substantially all of the risks and rewards of ownership are retained by the lessor are classified as operating leases. The Company does not have any leases classified as finance leases. For its operating leases, the Company recognizes lease assets and liabilities on the balance sheet, with the exception of leases with an original term of 12 months or less. Lease assets and liabilities are initially recognized and measured based on the present value of the lease payments. The Company also made an election to include both lease and non-lease components as a single component for all leases.

**Segment information**

Under U.S. GAAP, operating segments are based on the internal information that management uses for allocating resources and assessing performance of the Company. The Company manages its business on the basis of two operating segments: Reinsurance and Insurance & Services. Where applicable, all prior periods presented have been revised to conform to this new presentation. See Note 5 for additional information.

**Liability-classified capital instruments**

As part of the consideration transferred in the acquisition of Sirius Group, the Company issued various instruments that were classified as liabilities based on their terms, notably the settlement features for each and any potential adjustments to the exercise price for the warrants issued. Liability-classified capital instruments reported in the consolidated balance sheets include Series A preference shares, Merger Warrants, Private Warrants, Sirius Group Public Warrants, Upside Rights and Contingent Value Rights. See Note 3 for additional information on each of these instruments. The liability-classified capital instruments are carried at fair value with changes in fair value included in other revenues in the consolidated statements of income.

## Recent accounting pronouncements

### *Adoption of New Accounting Standards*

In December 2019, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update 2019-12, *Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes* (“ASU 2019-12”). The amendments in ASU 2019-12 simplify the accounting for income taxes by removing certain exceptions to the general principles in Topic 740. The amendments also improve consistent application of and simplify U.S. GAAP for other areas of Topic 740 by clarifying and amending existing guidance. ASU 2019-12 is effective for public business entities for fiscal years beginning after December 15, 2020, and interim periods within those fiscal years. The Company has fully adopted all provisions of the guidance with consideration of the various transition methods. The Company also adopted all other provisions in the guidance, including the requirement for an entity to recognize a franchise tax (or similar tax) that is partially based on income as an income-based tax and account for any incremental amount incurred as a non-income-based tax through a cumulative-effect adjustment to retained earnings. These provisions did not have a material impact on the Company’s consolidated financial statements or were not applicable to the Company.

In January 2020, the FASB issued Accounting Standards Update 2020-01, *Investments—Equity Securities (Topic 321), Investments - Equity Method and Joint Ventures (Topic 323), and Derivatives and Hedging (Topic 815) - Clarifying the Interactions between Topic 321, Topic 323, and Topic 815 (a consensus of the Emerging Issues Task Force)* (“ASU 2020-01”). The amendments in ASU 2020-01 clarify certain interactions between the guidance to account for certain equity securities under Topic 321, the guidance to account for investments under the equity method of accounting in Topic 323, and the guidance in Topic 815, which could change how an entity accounts for an equity security under the measurement alternative for a forward contract or purchased option to purchase securities that, upon settlement of the forward contract or exercise of the purchased option, would be accounted for under the equity method of accounting or the fair value option in accordance with Topic 825, Financial Instruments. These amendments improve current U.S. GAAP by reducing diversity in practice and increasing comparability of the accounting for these interactions. ASU 2020-01 is effective for public business entities for fiscal years beginning after December 15, 2020, and interim periods within those fiscal years. Adoption of ASU 2020-01 did not have a material impact on the Company’s consolidated financial statements.

### *Recently Issued Accounting Standards Not Yet Adopted*

In May 2021, the FASB issued Accounting Standards Update 2021-04, *Earnings Per Share (Topic 260), Debt— Modifications and Extinguishments (Subtopic 470-50), Compensation—Stock Compensation (Topic 718), and Derivatives and Hedging— Contracts in Entity’s Own Equity (Subtopic 815-40): Issuer’s Accounting for Certain Modifications or Exchanges of Freestanding Equity-Classified Written Call Options* (“ASU 2021-04”). The amendments in ASU 2021-04 affect all entities that issue freestanding written call options that are classified in equity. Specifically, the amendments affect those entities when a freestanding equity-classified written call option is modified or exchanged and remains equity classified after the modification or exchange. ASU 2021-04 is effective for public business entities for fiscal years beginning after December 15, 2021, and interim periods within those fiscal years. This new pronouncement is not expected to have a material impact on the Company’s consolidated financial statements.

## 3. Acquisition of Sirius Group

### Overview

On February 26, 2021, the Company completed its acquisition of Sirius Group. Prior to the closing of the acquisition, Sirius Group was a publicly listed company and traded on the Nasdaq Global Select Market under the symbol “SG”. Sirius Group, through its wholly owned subsidiaries, provides multi-line insurance and reinsurance on a worldwide basis. The acquisition of Sirius Group is expected to benefit the Company through expanded underwriting capabilities, geographic footprint and product offerings.

Pursuant to the terms of the acquisition, each common share, par value \$0.01 per share, of Sirius Group (each, a “Sirius Share”) that was issued and outstanding immediately prior to the closing date of the acquisition was canceled and converted into the right to receive one of the following three consideration options at the shareholder’s election:

- \$9.50 in cash;
- a combination of common shares, par value \$0.10 per share, of the Company (“Company shares”), and CVR consideration comprising (1) 0.743 of a Company share and (2) one contractual contingent value right (each, a “CVR”), which represents the right to receive a contingent cash payment, which, taken together with the fraction of

the Company share received, guarantee that on the second anniversary of the acquisition, the electing shareholder will have received equity and cash valued at least \$13.73 per Sirius Share; should SiriusPoint shares trade at or above \$18.50 over any 14 consecutive trading day period up to the second anniversary of the acquisition, the CVR component will be automatically extinguished (4.7 million CVRs were issued under this consideration option); or

- a combination of cash, Company shares, Series A preference shares, warrants and Upside Rights (a “Mixed Election”) comprising (1) \$0.905 in cash, (2) 0.496 Company shares, (3) 0.106 Series A preference shares, par value \$0.10 per share, of the Company (the “Series A preference shares”), (4) 0.190 of a warrant (each, a “Merger warrant”) and (5) \$0.905 aggregate principal amount of an “upside right” issued by the Company (collectively, the “Upside Rights”). Pursuant to the Company Voting and Support Agreement, CM Bermuda Limited (“CM Bermuda”), whose parent company is CMIG International Holdings Pte. Ltd. (“CMIG International”), made the Mixed Election.

The aggregate consideration for the transaction included the issuance of 58,331,196 SiriusPoint common shares valued at \$595.6 million and \$100.4 million of cash. In addition to the SiriusPoint common shares and the cash, the aggregate consideration for the transaction also consisted of the issuance of preference shares, warrants, and other contingent value components, as discussed below. The cash consideration portion was funded from available cash resources and \$48.6 million from the issuance of SiriusPoint common shares pursuant to the equity commitment letter between the Company, Third Point Opportunities Master Fund Ltd. and Daniel S. Loeb, pursuant to which Third Point Opportunities Master Fund Ltd. committed to purchase up to 9.5% of the Company’s shares in connection with closing of the acquisition of Sirius Group.

#### ***Series A Preference Shares***

On February 26, 2021, certain holders of Sirius Group shares elected to receive Series A preference shares with respect to the consideration price of the Sirius Group acquisition. The Company issued 11,720,987 of designated Series A preference shares, with a par value of \$0.10 per share. The Series A preference shares rank *pari passu* with the Company’s common shares with respect to the payment of dividends or distributions. Each Series A preference share has voting power equal to the number of Company shares into which it is convertible, and the Series A preference shares and Company shares shall vote together as a single class with respect to any and all matters.

During the year ended December 31, 2021, the Company did not declare or pay dividends to Series A preference shareholders.

Upon the third anniversary of the closing date of the Sirius Group acquisition, as described in the Series A Certificate of Designation and pursuant to the analysis of an independent actuarial team, the Company will calculate the total amount of Third Point Reinsurance Ltd.’s (“TPRE”) COVID-19 losses in excess of \$51.1 million (the “TPRE Net COVID Loss”) and the total amount of Sirius Group’s COVID-19 losses in excess of \$150.0 million (the “Sirius Net COVID Loss”). If TPRE’s COVID-19 losses are less than or equal to \$51.1 million, the TPRE Net COVID Loss will equal \$0, and if Sirius Group’s COVID-19 losses are less than or equal to \$150.0 million, the Sirius Net COVID Loss will equal \$0. Should the Sirius Net COVID Loss be greater than the TPRE Net COVID Loss, then a number of Series A preference shares will be forfeited equal to (x) the lesser of (i) the Sirius Net COVID Loss minus the TPRE Net COVID Loss and (ii) \$100.0 million divided by (y) the volume weighted average price (“VWAP”) measured over the 30 business day (where normal trading occurs on U.S. national and regional exchanges) (“Trading Day”) period prior to the date five business days after the calculation of the TPRE Net COVID Loss and Sirius Net COVID Loss (the “Final Adjustment Determination Date”). Should the TPRE Net COVID Loss be greater than the Sirius Net COVID Loss, then a number of Series A preference shares will be issued equal to (x) the TPRE Net COVID Loss minus the Sirius Net COVID Loss divided by (y) the 30-Trading Day VWAP during the period prior to the Final Adjustment Determination Date. After either such adjustment occurs, the Series A preference shares will convert into common shares based on the conversion ratio of one Series A preference share to one common share, subject to the adjustment as set forth in the Series A Certificate of Designation.

Series A preference shares are recorded at fair value in the liability-classified capital instruments line of the consolidated balance sheets. During the year ended December 31, 2021, the Company recorded gains of \$20.4 million from the change in fair value of the Series A preference shares. As of December 31, 2021, the estimated fair value of the Series A preference shares is \$20.4 million.

#### ***Merger Warrants***

On February 26, 2021, the Company entered into a warrant agreement (the “Warrant Agreement”) with respect to the consideration price of the Sirius Group acquisition. Pursuant to the Warrant Agreement, each warrant (“Merger warrant”)

permits the holder thereof to purchase one common share for \$11.00, subject to adjustment as set forth in the Warrant Agreement. The warrants are exercisable at any time after February 26, 2021 through the fifth anniversary of the closing date of the acquisition of Sirius Group. If the warrants are not exercised prior to the fifth anniversary, the warrants will expire without value. As of December 31, 2021, the Company had reserved for issuance common shares underlying warrants to purchase, in the aggregate, up to 21,009,324 common shares, to previous Sirius Group common shareholders.

The Merger warrants are recorded at fair value in the liability-classified capital instruments line of the consolidated balance sheets. During the year ended December 31, 2021, the Company recorded gains of \$20.9 million from the change in fair value of the Merger warrants. As of December 31, 2021, the estimated fair value of the Merger warrants is \$32.5 million.

#### ***Sirius Group Private Warrants***

On February 26, 2021, the Company entered into an assumption agreement (the "Assumption Agreement") by and among (i) the Company, (ii) Bain Capital Special Situations Asia, L.P., a Cayman Islands limited partnership ("Bain"), (iii) CCOF Master, L.P., a Delaware limited partnership ("Carlyle"), (iv) Centerbridge Credit Partners Master, LP, a Delaware limited partnership, and Centerbridge Special Credit Partners III, LP, a Delaware limited partnership (collectively, "Centerbridge"), and (v) GPC Partners Investments (Canis) LP, a Delaware limited partnership ("Gallatin" and, together with Bain, Carlyle and Centerbridge, collectively, the "Sirius Warrant Holders"). Pursuant to the terms of the Assumption Agreement, the Company agreed to assume all of the warrants issued on November 5, 2018 and November 28, 2018 (the "Private warrants") by Sirius Group to the Sirius Warrant Holders.

Prior to February 26, 2021, the Private warrants were exercisable for an aggregate of 5,418,434 Sirius Group shares. On February 26, 2021, each Private warrant ceased to represent the right to purchase Sirius Group shares and each Sirius Warrant Holder was instead granted the right to receive, upon exercise of a Private warrant, a contingent cash payment which, taken together with the fraction of the Company common share received, guarantees that on the second anniversary of February 26, 2021, the electing shareholder will have received equity and cash valued at least \$13.73 per Private warrant. The exercise price was also adjusted in accordance with the terms of the merger and the Private warrants to \$13.00.

The Private warrants are recorded at fair value in the liability-classified capital instruments line of the consolidated balance sheets. During the year ended December 31, 2021, the Company recorded gains of \$4.1 million from the change in fair value of the Private warrants. As of December 31, 2021, the estimated fair value of the Private warrants is \$3.2 million.

#### ***Sirius Group Public Warrants***

Under the merger agreement between Sirius Group and Easterly Acquisition Corporation, each of Easterly's existing issued and outstanding public warrants was converted into a warrant exercisable for Sirius Group common shares ("Sirius Group Public Warrants"). From February 26, 2021, holders of the Sirius Group Public Warrants have the right to receive the merger consideration that the holder of the Sirius Group Public Warrants would have received if such holder had exercised his, her or its warrants immediately prior to February 26, 2021. Because the exercise price of such Sirius Group Public Warrants of \$18.89 was greater than the per share merger consideration, no such warrants were exercised prior to the completion of the merger and therefore no merger consideration was paid to holders of such warrants. The Sirius Group Public Warrants are not currently listed on any public exchange.

The Sirius Group Public Warrants are recorded at fair value in the liability-classified capital instruments line of the consolidated balance sheets. During the year ended December 31, 2021, the Company recorded gains of \$1.5 million from the change in fair value of the Sirius Group Public Warrants. As of December 31, 2021, the estimated fair value of the Sirius Group Public Warrants is \$1.1 million.

#### ***Upside Rights***

On February 26, 2021, the Company issued Upside Rights with respect to the consideration price of the Sirius Group acquisition. Pursuant to the Upside Rights, if (i) the last reported sales price of the Company's common shares for each of 30 consecutive trading days exceeds the target price of \$20.00 (the "Target Price"), subject to adjustment, prior to the first anniversary of February 26, 2021, or (ii) the Company enters into a definitive agreement to consummate a change of control transaction and the per share consideration in such transaction exceeds the Target Price, the principal amount of the Upside Rights will become immediately due and payable. Settlement of the Upside Rights will be in a number of Company common shares equal to 100,070,726 divided by the Company's average share price determined using a 30-day VWAP, or in the case of a change of control transaction, the lesser of the per share consideration being offered in such change of control transaction and the Company's average share price determined using a 30-day VWAP.

The Upside Rights are recorded at fair value in the liability-classified capital instruments line of the consolidated balance sheets. During the year ended December 31, 2021, the Company recorded gains of \$6.5 million from the change in fair value of the Upside Rights. As of December 31, 2021, the estimated fair value of the Upside Rights is \$nil.

**Contingent Value Rights**

On February 26, 2021, the Company entered into a contingent value rights agreement (the “CVR Agreement”) with respect to the consideration price of the Sirius Group acquisition. Pursuant to the CVR Agreement, the Company issued CVRs representing the right to receive a contingent cash payment of (1) in the case of acceleration upon certain breaches of the CVR Agreement, \$13.73 minus the VWAP of the Company shares measured over the 14 consecutive trading day period beginning on the date a breach is declared, multiplied by 0.743, (2) on the second anniversary (the “Maturity Date”) of the merger, \$13.73 minus the VWAP of the Company’s common shares measured over the 14 consecutive trading day period prior to the Maturity Date multiplied by 0.743 and (3) in the case of redemption by the Company prior to the Maturity Date, the discounted present value of \$13.73, discounted from the Maturity Date to the last day of the 14 consecutive trading day period beginning on the date of the redemption notice (“Redemption Valuation Period”), minus the VWAP of the Company shares measured over the Redemption Valuation Period multiplied by 0.743.

The CVRs are recorded at fair value in the liability-classified capital instruments line of the consolidated balance sheets. During the year ended December 31, 2021, the Company recorded losses of \$3.6 million from the change in fair value of the CVRs. As of December 31, 2021, the fair value of the CVRs is \$30.6 million. The CVRs became publicly traded on the OTCQX Best Market during the quarter ended June 30, 2021.

The following table summarizes the change in fair value of the liability-classified capital instruments from the date of acquisition to December 31, 2021:

	Fair value as of February 26, 2021	Change in fair value	Fair value as of December 31, 2021
Series A preference shares	\$ 40.8	\$ (20.4)	\$ 20.4
Merger warrants	53.4	(20.9)	32.5
Private warrants	7.3	(4.1)	3.2
Sirius Group Public Warrants	2.6	(1.5)	1.1
Upside Rights	6.5	(6.5)	—
CVRs	27.0	3.6	30.6
<b>Total liability-classified capital instruments</b>	<b>\$ 137.6</b>	<b>\$ (49.8)</b>	<b>\$ 87.8</b>

## Purchase Price

The components of the Company's total purchase price for Sirius Group at February 26, 2021 were as follows:

<i>Cash consideration</i>		
Sirius Group shares acquired for cash		\$ 100.4
<i>Common Shares</i>		
Common Shares issued by SiriusPoint	58,331,196	
SiriusPoint share price as of February 26, 2021	\$ 10.21	595.6
<i>Preference Shares</i>		
Series A Preference Shares issued, at fair value		40.8
Series B Preference Shares issued, at fair value <sup>(1)</sup>		200.0
<i>Warrants</i>		
Merger warrants issued, at fair value		53.4
Private warrants issued, at fair value		7.3
Sirius Group Public Warrants, at fair value		2.6
<i>Upside Rights</i>		
Upside Rights issued, at fair value		6.5
<i>Contingent value rights (CVRs)</i>		
CVRs issued, at fair value		27.0
CVR waiver restricted shares		0.7
<i>Other</i>		
Fair value of the replaced Sirius Group equity awards attributable to pre-combination services		37.5
Transaction fee reimbursement		8.0
Total purchase price		\$ 1,079.8

(1) See Note 18 for additional information.

## Fair Value of Net Assets Acquired and Liabilities Assumed

The following table summarizes the estimated fair values of major classes of identifiable assets acquired and liabilities assumed of Sirius Group as of February 26, 2021, the date the transaction closed:

<i>Identifiable net assets:</i>		
Cash and investments	\$	3,944.1
Insurance and reinsurance balances receivable, net		1,201.0
Reinsurance assets		649.7
Value of business acquired		147.9
Deferred tax asset		228.0
Intangible assets		178.8
Other assets		181.9
Loss and loss adjustment expense reserves		(2,928.5)
Unearned premium reserves		(900.0)
Deferred tax liability		(186.8)
Debt		(728.2)
Other liabilities		(657.7)
Total identifiable net assets acquired		1,130.2
Total purchase price		1,079.8
Bargain purchase gain	\$	50.4

The bargain purchase gain represents the excess of the fair value of the underlying net assets acquired and liabilities assumed over the purchase price. The gain from bargain purchase is included in other revenues in the consolidated statements of income. The bargain purchase determination is consistent with the fact that Sirius Group's shares traded at a discount to book value and the need for Sirius Group to quickly diversify its ownership base.

An explanation of the significant fair value adjustments is as follows:

- Goodwill and intangibles - to eliminate the goodwill and intangible assets in Sirius Group net assets acquired as part of the purchase accounting;
- Loss and loss adjustment expense reserves - to record loss and loss adjustment expense reserves at fair value, reflecting an increase for a market based risk margin, which represents the cost of capital required by a market participant to assume the loss and loss adjustment expense reserves of Sirius Group, partially offset by a deduction which represents the discount due to the present value calculation of the loss and loss adjustment expense reserves based on the expected payout of the net unpaid loss and loss adjustment expense reserves. The fair value adjustment resulted in an additional liability of \$80.6 million which is amortized over the expected settlement period of the underlying claims. In addition, management increased certain casualty loss reserves by \$70.0 million in order to reflect a consistent reserving approach between the two companies. The increase was in response to accumulated loss experience and the broader industry trends of social inflation;
- Deferred acquisition costs - to eliminate Sirius Group's deferred acquisition costs asset;
- Value of business acquired ("VOBA") - the expected future losses and expenses associated with the policies and contracts that were in-force as of the closing date of the transaction were estimated and compared to the future premium remaining expected to be earned. The difference between the risk-adjusted future loss and expenses, discounted to present value and the unearned premium reserve, was estimated to be the VOBA. The Company recognized VOBA of \$147.9 million as a result of the Sirius Group acquisition. As of December 31, 2021, VOBA had a carrying value of \$50.0 million and amortization of \$97.9 million in the year ended December 31, 2021 was recorded in acquisition costs, net in the consolidated statements of net income;
- Finite-lived insurance intangible assets - to establish the fair value of identifiable finite-lived insurance intangible assets acquired, including customer and other relationships, trade names and technology. The fair values of the finite-lived intangible assets relating to customer and other relationships were determined using the multi-period excess earnings approach. This method reflects the present value of the projected cash flows that are expected to be generated by the asset, reduced by returns on contributory assets. The Company recognized identifiable finite-lived intangible assets of \$130.0 million, which will be amortized over their estimated useful lives;
- Indefinite-lived insurance intangible assets - to establish the fair value of identifiable indefinite-lived insurance intangible assets acquired (Lloyd's capacity and insurance licenses). The Company recognized identifiable indefinite lived intangible assets of \$48.8 million; and
- Deferred tax - to reflect adjustments to net deferred tax assets and liabilities related to the fair value adjustments above.

Identifiable intangible assets at February 26, 2021 and at December 31, 2021, consisted of the following, and are included in intangible assets on the Company's consolidated balance sheets:

	Economic Useful Life	Gross balance at February 26, 2021	Accumulated amortization	Net balance at December 31, 2021
Distribution relationships	17 years	\$ 75.0	\$ —	\$ 75.0
MGA relationships	13 years	34.0	(4.9)	29.1
Lloyd's Capacity - Syndicate 1945	Indefinite	41.8	—	41.8
Insurance licenses	Indefinite	7.0	—	7.0
Trade name	16 years	16.0	(0.2)	15.8
Internally developed computer software	5 years	5.0	(0.8)	4.2
Identifiable intangible assets		\$ 178.8	\$ (5.9)	172.9
Insurance licenses sold <sup>(1)</sup>				(1.0)
Net identifiable intangible assets at December 31, 2021 related to the acquisition of Sirius Group <sup>(2)</sup>				\$ 171.9

(1) See Note 4 for additional information.

(2) No impairments were recorded in the year ended December 31, 2021.

The estimated remaining amortization expense for the Company's intangible assets with finite lives is as follows:

2022	\$	8.0
2023		11.1
2024		12.0
2025		11.4
2026 and thereafter		81.6
Total remaining amortization expense	\$	<u>124.1</u>

An explanation of the identifiable intangible assets is as follows:

- Distribution relationships - refers to the relationships Sirius Group has established with external independent distributors and brokers to facilitate the distribution of its products in the marketplace. As a result of owning the distribution relationships, management will not have to duplicate historical marketing, training, and start-up expenses to redevelop comparable relationships to support business operations;
- MGA relationships - refers to relationships with managing general agents on the direct insurance business. Through the MGA relationships, Sirius Group generates a predictable and recurring stream of service fee revenue;
- Lloyd's Capacity - Syndicate 1945 - relates to relationships associated with the right to distribute and market policies underwritten through Lloyd's Syndicate 1945;
- Insurance licenses - Sirius Group, like other insurance providers, is required to maintain licenses to produce and service insurance contracts. Insurance licenses are estimated to have an indefinite life and are therefore not amortized but are subject to periodic impairment testing;
- Trade name - represents the value of the Sirius Group brand acquired; and
- Internally developed computer software - represents the value of internally developed computer software utilized by the Company.

#### Financial results

The following table summarizes the results of Sirius Group since February 26, 2021 that have been included in the Company's consolidated statements of income:

	<b>For the period from February 26, 2021 to December 31, 2021</b>	
Total revenues	\$	1,224.3
Net loss	\$	(161.2)

#### Supplemental Pro Forma Information

Sirius Group's results have been included in the Company's consolidated financial statements from February 26, 2021 to December 31, 2021. The following table presents unaudited pro forma consolidated financial information for the years ended December 31, 2021 and 2020 and assumes the acquisition of Sirius Group occurred on January 1, 2020. The unaudited pro forma consolidated financial information is provided for informational purposes only and is not necessarily, and should not be assumed to be, an indication of the results that would have been achieved had the transaction been completed as of January 1, 2020 or that may be achieved in the future. The unaudited pro forma consolidated financial information does not give consideration to the impact of possible revenue enhancements, expense efficiencies, synergies or asset dispositions that may result from the acquisition of Sirius Group. In addition, unaudited pro forma consolidated financial information does not include the effects of costs associated with any restructuring or integration activities resulting from the acquisition of Sirius Group, as such costs cannot be determined at this time.

	<u>2021</u>		<u>2020</u>	
Total revenues	\$	2,343.9	\$	2,613.6
Net income (loss)	\$	60.7	\$	(268.4)

Among other adjustments, and in addition to the fair value adjustments and recognition of identifiable intangible assets noted above, other material nonrecurring pro forma adjustments directly attributable to the acquisition of Sirius Group principally included certain adjustments to recognize transaction related costs, align reserving approach, amortize fair value adjustments, amortize identifiable indefinite lived intangible assets and recognize related tax impacts.

#### **4. Significant transactions**

##### ***Loss Portfolio Transfer***

On October 29, 2021, the Company entered into a loss portfolio transfer transaction (the "LPT") with Pallas Reinsurance Company Ltd., a subsidiary of the Compre Group, an insurance and reinsurance legacy specialist. The LPT covers \$362 million of the Company's loss reserves for the subject business, including much of the legacy Sirius Group runoff portfolio, including asbestos and environmental lines, up to an aggregate limit of \$592 million over the duration of the contract, for a premium of \$381 million which was settled in the form of investments. The Company recognized a net Corporate charge of \$23 million, including \$4 million of federal excise tax expense, in the fourth quarter of 2021.

##### ***Cedar Insurance Company***

On August 5, 2021, the Company sold 100% of the common shares of Cedar Insurance Company ("Cedar") to Grandview Risk Holdings Ltd. Cedar is a New York-domiciled insurer with a runoff book of business mainly comprised of the following lines of business: general liability, educators' legal liability, automobile liability and physical damage, property and excess catastrophe liability. The Company received \$20.5 million of proceeds and recognized a \$5.8 million gain from the sale, which is included in net corporate and other expenses in the consolidated statements of income. As part of the sale of Cedar, the Company disposed of \$1.0 million of insurance licenses related to the indefinite-lived intangible assets recognized as part of the Sirius Group acquisition.

#### **5. Segment reporting**

The determination of the Company's business segments is based on the manner in which management monitors the performance of its operations. With recent changes in strategy and the new executive management team following the acquisition of Sirius Group, the Company has determined that it will report on two operating segments: Reinsurance and Insurance & Services. The Company's segments each have managers who are responsible for the overall profitability of their respective segments and who are directly accountable to the Company's chief operating decision maker, the Chief Executive Officer ("CEO") and Chairman of the Company. The CEO assesses segment operating performance, allocates capital, and makes resource allocation decisions based on Segment income (loss). The Company does not manage its assets by segment; accordingly, total assets are not allocated to the segments.

##### ***Reinsurance***

The Company is a leading global (re)insurer, which offers both treaty and facultative reinsurance worldwide through our network of local branches. The Company participates in the broker market for reinsurance treaties written in the United States and Bermuda primarily on a proportional and excess of loss basis. For the Company's international business, the book consists of treaty, written on both a proportional and excess of loss basis, facultative, and primary business, primarily in Europe, Asia and Latin America.

The Reinsurance segment provides coverage in the following product lines:

Aviation & Space – Aviation covers loss of or damage to an aircraft and the aircraft operations' liability to passengers, cargo and hull as well as to third parties, and Space covers damage to a satellite during launch and in orbit.

Casualty – covers a cross section of all casualty lines, including general liability, umbrella, auto, workers compensation, professional liability, and other specialty classes.

Contingency – covers event cancellation and non-appearance. The Company offers this class on a treaty reinsurance basis on a selective basis for a few key clients.

Credit & Bond – covers traditional short-term commercial credit insurance, including pre-agreed domestic and export sales of goods and services with typical coverage periods of 60 to 120 days.

Marine & Energy – Marine covers damage to ships and goods in transit, marine liability lines as well as yacht-owner perils. Energy covers offshore energy industry insurance.

Mortgage – covers credit risks that compensates insureds for losses arising from mortgage loan defaults.

Property – consists of the Company’s underwriting lines of business that offer property catastrophe excess reinsurance, agriculture reinsurance and property risk and pro rata on a worldwide basis. Property catastrophe excess of loss reinsurance treaties cover losses from catastrophic events. Agriculture provides stop-loss reinsurance coverage, including to companies writing U.S. government-sponsored multi-peril crop insurance.

### ***Insurance & Services***

We provide insurance products to individuals and corporations directly, through agents/brokers or through delegated underwriting agreements with MGAs. We seek to work with MGAs that have strong underwriting expertise, deep understanding of the customer/product niches and/or technology-driven approaches, and a sustainable competitive moat.

Insurance & Services offers a comprehensive set of services for startup MGAs and insurance services companies including fronting services, risk capital and equity and debt financing. Furthermore, we offer expertise in underwriting, pricing and product development to businesses with whom we partner. We have a stringent screening process to identify and approve partner companies which includes alignment of interests, disciplined management and strong oversight, which we believe are critical for success. The Insurance & Services segment predominantly provides insurance coverage in addition to receiving fees for services provided within Insurance & Services and to third parties.

We make both controlling and non-controlling equity investments and debt investments in MGAs and other insurance-related business (collectively, “Strategic Investments”); we reflect the non-controlling investments at fair value.

The Insurance & Services segment provides coverage in the following product lines:

A&H – consists of accident and health coverage, and our MGA units (which include ArmadaCorp Capital, LLC (“Armada”) and International Medical Group, Inc. (“IMG”). Armada’s products are offered in the United States while IMG offers accident, health and travel products on a worldwide basis.

Environmental – consists of an environmental insurance book in the U.S. comprised of 4 core products that revolve around pollution coverage, which are premises pollution liability, contractor’s pollution/pollution liability and professional liability.

Workers’ Compensation – consists of state-mandated insurance coverage that provides medical, disability, survivor, burial, and rehabilitation benefits to employees who are injured or killed due to a work-related injury or illness.

Other – consists of a cross section of property and casualty lines, including but not limited to property, general liability, excess liability, commercial auto, professional liability, directors and officers, cyber and other specialty classes.

Management uses segment income (loss) as the primary basis for assessing segment performance. Segment income (loss) is comprised of two components, underwriting income (loss) and net services income (loss). The Company calculates underwriting income (loss) by subtracting loss and loss adjustment expenses incurred, net, acquisition costs, net, and other underwriting expenses from net premiums earned. Net services income (loss) consists of services revenues (fee for service revenues), services expenses, services non-controlling (income) loss and net investment gains (losses) from Strategic Investments at fair value. This definition of segment income (loss) aligns with how business performance is managed and monitored. We continue to evaluate our segments as our business evolves and may further refine our segments and segment income (loss) measures. Certain items are presented in a different manner for segment reporting purposes than in the consolidated statements of income. These items are reconciled to the consolidated presentation in the segment measure reclass column below and include net investment gains (losses) from Strategic Investments at fair value where Insurance & Services holds private equity investments. Also included in Insurance & Services segment income (loss) are services noncontrolling loss (income) attributable to minority shareholders on non-wholly-owned subsidiaries. In addition, services revenues and services expenses are reconciled to other revenues and net corporate and other expenses, respectively.

Segment results are shown prior to corporate eliminations. Corporate eliminations are included in the elimination column below as necessary to reconcile to underwriting income (loss), net services income (loss), and segment income (loss) to the consolidated statements of income.

Corporate includes the results of all runoff business, which represent certain classes of business that we no longer actively underwrite, including those that have asbestos and environmental and other latent liability exposures and certain reinsurance contracts that have interest crediting features. In addition, revenue and expenses managed at the corporate level, including realized gains and losses (excluding net investment gains (losses) from Strategic Investments at fair value, which are allocated to the Segment results), net realized and unrealized investment gains from related party investment funds, other investment income, non services-related other revenues, non services-related net corporate and other expenses, intangible asset amortization, interest expense, foreign exchange (gains) losses and income tax (expense) benefit are reported within Corporate. The Chief Executive Officer does not manage segment results or allocate resources to segments when considering these items and they are therefore excluded from our definition of segment income (loss).

The following is a summary of the Company's operating segment results for the years ended December 31, 2021, 2020 and 2019:

2021

	Reinsurance	Insurance & Services	Core	Eliminations <sup>(2)</sup>	Corporate	Segment Measure Reclass	Total
Gross premiums written	\$ 1,350.4	\$ 897.9	\$ 2,248.3	\$ —	\$ (11.8)	\$ —	\$ 2,236.5
Net premiums written	1,124.9	652.8	1,777.7	—	(43.5)	—	1,734.2
Net premiums earned	1,210.9	522.8	1,733.7	—	(16.7)	—	1,717.0
Loss and loss adjustment expenses incurred, net	999.6	320.6	1,320.2	(2.6)	8.9	—	1,326.5
Acquisition costs, net	302.7	149.7	452.4	(67.6)	3.0	—	387.8
Other underwriting expenses	105.5	29.2	134.7	—	24.1	—	158.8
<b>Underwriting income (loss)</b>	<b>(196.9)</b>	<b>23.3</b>	<b>(173.6)</b>	<b>70.2</b>	<b>(52.7)</b>	<b>—</b>	<b>(156.1)</b>
Services revenue	—	133.7	133.7	(82.6)	—	(51.1)	—
Services expenses	—	120.5	120.5	—	—	(120.5)	—
Net services fee income	—	13.2	13.2	(82.6)	—	69.4	—
Services noncontrolling loss	—	2.3	2.3	—	—	(2.3)	—
Net investment gains (losses) from Strategic Investments at fair value	0.3	(4.8)	(4.5)	—	—	4.5	—
<b>Net services income</b>	<b>0.3</b>	<b>10.7</b>	<b>11.0</b>	<b>(82.6)</b>	<b>—</b>	<b>71.6</b>	<b>—</b>
<b>Segment income (loss)</b>	<b>(196.6)</b>	<b>34.0</b>	<b>(162.6)</b>	<b>(12.4)</b>	<b>(52.7)</b>	<b>71.6</b>	<b>(156.1)</b>
Net realized and unrealized investment losses					(12.4)	(4.5)	(16.9)
Net realized and unrealized investment gains from related party investment funds					304.0	—	304.0
Other net investment income					25.4	—	25.4
Other revenues					100.1	51.1	151.2
Net corporate and other expenses					(146.1)	(120.5)	(266.6)
Intangible asset amortization					(5.9)	—	(5.9)
Interest expense					(34.0)	—	(34.0)
Foreign exchange gains					44.0	—	44.0
<b>Income (loss) before income tax benefit</b>	<b>\$ (196.6)</b>	<b>\$ 34.0</b>	<b>(162.6)</b>	<b>(12.4)</b>	<b>222.4</b>	<b>(2.3)</b>	<b>45.1</b>
Income tax benefit					10.7	—	10.7
<b>Net income (loss)</b>			<b>(162.6)</b>	<b>(12.4)</b>	<b>233.1</b>	<b>(2.3)</b>	<b>55.8</b>
Net loss attributable to noncontrolling interests			—	—	—	2.3	2.3
<b>Net income (loss) available to SiriusPoint</b>			<b>\$ (162.6)</b>	<b>\$ (12.4)</b>	<b>\$ 233.1</b>	<b>\$ —</b>	<b>\$ 58.1</b>
<b>Underwriting Ratios: <sup>(1)</sup></b>							
Loss ratio	82.6 %	61.3 %	76.1 %				77.3 %
Acquisition cost ratio	25.0 %	28.6 %	26.1 %				22.6 %
Other underwriting expenses ratio	8.7 %	5.6 %	7.8 %				9.2 %
Combined ratio	116.3 %	95.5 %	110.0 %				109.1 %

(1) Underwriting ratios are calculated by dividing the related expense by net premiums earned.

(2) Insurance and Services MGAs recognize fees for service using revenue from contracts with customers accounting standards, whereas insurance companies recognize acquisition expenses using insurance contract accounting standards. While ultimate revenues and expenses recognized will match, there will be recognition timing differences based on the different accounting standards.

2020

	Reinsurance	Insurance & Services	Core	Eliminations <sup>(2)</sup>	Corporate	Segment Measure Reclass	Total
Gross premiums written	\$ 534.1	\$ 25.5	\$ 559.6	\$ —	\$ 28.9	\$ —	\$ 588.5
Net premiums written	497.3	16.0	513.3	—	28.9	—	542.2
Net premiums earned	575.6	7.1	582.7	—	28.1	—	610.8
Loss and loss adjustment expenses incurred, net	459.5	5.9	465.4	—	(0.1)	—	465.3
Acquisition costs, net	160.4	1.4	161.8	(0.1)	25.4	—	187.1
Other underwriting expenses	24.0	0.2	24.2	—	5.9	—	30.1
<b>Underwriting loss</b>	<b>(68.3)</b>	<b>(0.4)</b>	<b>(68.7)</b>	<b>0.1</b>	<b>(3.1)</b>	<b>—</b>	<b>(71.7)</b>
Services revenue	—	1.7	1.7	(1.7)	—	—	—
Services expenses	—	1.0	1.0	—	—	(1.0)	—
Net services fee income	—	0.7	0.7	(1.7)	—	1.0	—
Services noncontrolling income	—	(0.3)	(0.3)	—	—	0.3	—
<b>Net services income</b>	<b>—</b>	<b>0.4</b>	<b>0.4</b>	<b>(1.7)</b>	<b>—</b>	<b>1.3</b>	<b>—</b>
<b>Segment loss</b>	<b>(68.3)</b>	<b>—</b>	<b>(68.3)</b>	<b>(1.6)</b>	<b>(3.1)</b>	<b>1.3</b>	<b>(71.7)</b>
Net realized and unrealized investment gains	—	—	—	—	69.2	—	69.2
Net realized and unrealized investment gains from related party investment funds	—	—	—	—	195.0	—	195.0
Other net investment income	—	—	—	—	14.7	—	14.7
Net corporate and other expenses	—	—	—	—	(40.9)	(1.0)	(41.9)
Interest expense	—	—	—	—	(8.2)	—	(8.2)
Foreign exchange losses	—	—	—	—	(5.2)	—	(5.2)
<b>Income (loss) before income tax expense</b>	<b>\$ (68.3)</b>	<b>\$ —</b>	<b>(68.3)</b>	<b>(1.6)</b>	<b>221.5</b>	<b>0.3</b>	<b>151.9</b>
Income tax expense	—	—	—	—	(8.1)	—	(8.1)
<b>Net income (loss)</b>	<b>—</b>	<b>—</b>	<b>(68.3)</b>	<b>(1.6)</b>	<b>213.4</b>	<b>0.3</b>	<b>143.8</b>
Net income attributable to noncontrolling interests	—	—	—	—	—	(0.3)	(0.3)
<b>Net income (loss) available to SiriusPoint</b>	<b>—</b>	<b>—</b>	<b>\$ (68.3)</b>	<b>\$ (1.6)</b>	<b>\$ 213.4</b>	<b>\$ —</b>	<b>\$ 143.5</b>
<b>Underwriting Ratios: <sup>(1)</sup></b>							
Loss ratio	79.8 %	83.1 %	79.9 %	—	—	—	76.2 %
Acquisition cost ratio	27.9 %	19.7 %	27.8 %	—	—	—	30.6 %
Other underwriting expenses ratio	4.2 %	2.8 %	4.2 %	—	—	—	4.9 %
Combined ratio	111.9 %	105.6 %	111.9 %	—	—	—	111.7 %

(1) Underwriting ratios are calculated by dividing the related expense by net premiums earned.

(2) Insurance and Services MGAs recognize fees for service using revenue from contracts with customers accounting standards, whereas insurance companies recognize acquisition expenses using insurance contract accounting standards. While ultimate revenues and expenses recognized will match, there will be recognition timing differences based on the different accounting standards.

	2019				
	Reinsurance	Insurance & Services <sup>(2)</sup>	Core	Corporate	Total
Gross premiums written	\$ 575.3	\$ 5.5	\$ 580.8	\$ 87.6	\$ 668.4
Net premiums written	563.9	5.5	569.4	87.6	657.0
Net premiums earned	606.8	4.7	611.5	88.6	700.1
Loss and loss adjustment expenses incurred, net	404.3	3.9	408.2	(4.7)	403.5
Acquisition costs, net	204.2	0.4	204.6	91.0	295.6
Other underwriting expenses	24.9	0.2	25.1	9.1	34.2
<b>Underwriting loss</b>	<b>(26.6)</b>	<b>0.2</b>	<b>(26.4)</b>	<b>(6.8)</b>	<b>(33.2)</b>
Net realized and unrealized investment gains				15.3	15.3
Net realized and unrealized investment gains from related party investment funds				249.6	249.6
Other net investment income				17.6	17.6
Net corporate and other expenses				(36.2)	(36.2)
Interest expense				(8.2)	(8.2)
Foreign exchange gains				(3.6)	(3.6)
<b>Income (loss) before income tax expense</b>	<b>\$ (26.6)</b>	<b>\$ 0.2</b>	<b>(26.4)</b>	<b>227.7</b>	<b>201.3</b>
Income tax expense			—	(0.7)	(0.7)
<b>Net income (loss) available to SiriusPoint</b>			<b>\$ (26.4)</b>	<b>\$ 227.0</b>	<b>\$ 200.6</b>
<b>Underwriting Ratios: <sup>(1)</sup></b>					
Loss ratio	66.6 %	83.0 %	66.8 %		57.6 %
Acquisition cost ratio	33.7 %	8.5 %	33.5 %		42.2 %
Other underwriting expenses ratio	4.1 %	4.3 %	4.1 %		4.9 %
Combined ratio	104.4 %	95.8 %	104.4 %		104.7 %

(1) Underwriting ratios are calculated by dividing the related expense by net premiums earned.

(2) There were no Insurance & Services MGAs during the year ended December 31, 2019.

The following tables provide a breakdown of net premiums written by client location and underwriting location by reportable segment for the years ended December 31, 2021, 2020 and 2019:

	2021			
	Reinsurance	Insurance & Services	Corporate	Total
<b>Net written premiums by client location:</b>				
United States and Canada	\$ 579.1	\$ 560.3	\$ 1.6	\$ 1,141.0
Europe	309.5	36.4	(45.8)	300.1
Bermuda, the Caribbean and Latin America	114.3	13.7	—	128.0
Asia and Other	122.0	42.4	0.7	165.1
<b>Total net written premiums by client location</b>	<b>\$ 1,124.9</b>	<b>\$ 652.8</b>	<b>\$ (43.5)</b>	<b>\$ 1,734.2</b>
<b>Net written premiums by underwriting location:</b>				
United States and Canada	\$ 447.1	\$ 408.9	\$ 1.6	\$ 857.6
Europe	379.8	93.0	(17.5)	455.3
Bermuda, the Caribbean and Latin America	246.1	150.9	(27.9)	369.1
Asia and Other	51.9	—	0.3	52.2
<b>Total net written premiums by underwriting location</b>	<b>\$ 1,124.9</b>	<b>\$ 652.8</b>	<b>\$ (43.5)</b>	<b>\$ 1,734.2</b>
	<b>2020</b>			
	Reinsurance	Insurance & Services	Corporate	Total
<b>Net written premiums by client location:</b>				
United States and Canada	\$ 300.1	\$ 13.8	\$ —	\$ 313.9
Europe	83.7	1.9	28.9	114.5
Bermuda, the Caribbean and Latin America	108.6	—	—	108.6
Asia and Other	4.9	0.3	—	5.2
<b>Total net written premiums by client location</b>	<b>\$ 497.3</b>	<b>\$ 16.0</b>	<b>\$ 28.9</b>	<b>\$ 542.2</b>
<b>Net written premiums by underwriting location:</b>				
United States and Canada	\$ 236.3	\$ 4.9	\$ —	\$ 241.2
Bermuda, the Caribbean and Latin America	261.0	11.1	28.9	301.0
<b>Total net written premiums by underwriting location</b>	<b>\$ 497.3</b>	<b>\$ 16.0</b>	<b>\$ 28.9</b>	<b>\$ 542.2</b>
	<b>2019</b>			
	Reinsurance	Insurance & Services	Corporate	Total
<b>Net written premiums by client location:</b>				
United States and Canada	\$ 349.3	\$ 5.3	\$ —	\$ 354.6
Europe	73.9	0.1	87.6	161.6
Bermuda, the Caribbean and Latin America	137.3	—	—	137.3
Asia and Other	3.4	0.1	—	3.5
<b>Total net written premiums by client location</b>	<b>\$ 563.9</b>	<b>\$ 5.5</b>	<b>\$ 87.6</b>	<b>\$ 657.0</b>
<b>Net written premiums by underwriting location:</b>				
United States and Canada	\$ 267.0	\$ 5.1	\$ —	\$ 272.1
Bermuda, the Caribbean and Latin America	296.9	0.4	87.6	384.9
<b>Total net written premiums by underwriting location</b>	<b>\$ 563.9</b>	<b>\$ 5.5</b>	<b>\$ 87.6</b>	<b>\$ 657.0</b>

No contract contributed more than 10% of gross premiums written for the years ended December 31, 2021 and 2020. In the year ended December, 31 2019, the largest contract contributed 14.4% of gross premiums written.

## 6. Cash, cash equivalents, restricted cash and restricted investments

The following table provides a summary of cash and cash equivalents, restricted cash and restricted investments as of December 31, 2021 and 2020:

	2021	2020
Cash and cash equivalents	\$ 999.8	\$ 526.0
Restricted cash securing letter of credit facilities (1)	500.2	306.0
Restricted cash securing reinsurance contracts (2)	431.8	881.9
Restricted cash held by managing general underwriters	16.6	—
Total cash, cash equivalents and restricted cash (3)	1,948.4	1,713.9
Restricted investments securing reinsurance contracts and letter of credit facilities (1) (2) (4)	1,107.0	86.4
Total cash, cash equivalents, restricted cash and restricted investments	\$ 3,055.4	\$ 1,800.3

(1) Restricted cash and restricted investments securing letter of credit facilities primarily pertains to letters of credit that have been issued to the Company's clients in support of our obligations under reinsurance contracts. The Company will not be released from the obligation to provide these letters of credit until the reserves underlying the reinsurance contracts have been settled. The time period for which the Company expects each letter of credit to be in place varies from contract to contract but can last several years.

(2) Restricted cash and restricted investments securing reinsurance contracts pertain to trust accounts securing the Company's contractual obligations under certain reinsurance contracts that the Company will not be released from until the underlying risks have expired or have been settled. Restricted investments include certain investments in debt securities, short-term investments and limited partnership interests in Third Point Enhanced LP. The time period for which the Company expects these trust accounts to be in place varies from contract to contract, but can last several years.

(3) Cash, cash equivalents and restricted cash as reported in the Company's consolidated statements of cash flows.

(4) Restricted investments include required deposits with certain insurance state regulatory agencies in order to maintain insurance licenses.

## 7. Fair value measurements

U.S. GAAP disclosure requirements establish a framework for measuring fair value, including a three-level hierarchy for fair value measurements based upon the transparency of inputs to the valuation of an asset or liability. The three-level hierarchy of inputs is summarized below:

- Level 1 – Quoted prices available in active markets/exchanges for identical investments as of the reporting date.
- Level 2 – Observable inputs to the valuation methodology other than unadjusted quoted market prices for identical assets or liabilities in active markets. Level 2 inputs include, but are not limited to, prices quoted for similar assets or liabilities in active markets/exchanges, prices quoted for identical or similar assets or liabilities in markets that are not active and fair values determined through the use of models or other valuation methodologies.
- Level 3 – Inputs are based all or in part on significant unobservable inputs for the investment, and include situations where there is little, if any, market activity for the investment. The inputs applied in the determination of fair value require significant management judgment and estimation.

Inputs refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. For example, the risk inherent in a particular valuation technique used to measure fair value including such a pricing model and/or the risk inherent in the inputs to the valuation technique. Inputs may be observable or unobservable.

Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources other than those of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances.

In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, an investment's level within the fair value hierarchy is based on the lowest level of input that is significant to the fair value measurement. The Company's assessment of the significance of a particular input to the fair value measurement requires judgment, and considers factors specific to the investment.

The following tables present the Company's investments, categorized by the level of the fair value hierarchy as of December 31, 2021 and 2020:

	2021			Total
	Quoted prices in active markets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)	
<b>Assets</b>				
Asset-backed securities	\$ —	\$ 513.1	\$ —	\$ 513.1
Residential mortgage-backed securities	—	301.9	—	301.9
Commercial mortgage-backed securities	—	147.3	—	147.3
Corporate debt securities	—	602.6	—	602.6
U.S. government and government agency	360.9	24.5	—	385.4
Non-U.S. government and government agency	17.8	114.5	—	132.3
U.S. states, municipalities and political subdivision	—	0.2	—	0.2
Preferred stocks	—	—	2.8	2.8
Total debt securities	378.7	1,704.1	2.8	2,085.6
Fixed income mutual funds	2.1	—	—	2.1
Common stocks	0.7	—	—	0.7
Total equity securities	2.8	—	—	2.8
Short-term investments	1,073.2	2.6	—	1,075.8
Other long-term investments	—	—	336.9	336.9
Derivative assets	0.2	—	0.4	0.6
	<u>\$ 1,454.9</u>	<u>\$ 1,706.7</u>	<u>\$ 340.1</u>	<u>3,501.7</u>
Investments in funds valued at NAV				1,028.8
<b>Total assets</b>				<u>\$ 4,530.5</u>
<b>Liabilities</b>				
Liability-classified capital instruments	\$ —	\$ 30.6	\$ 57.2	\$ 87.8
Derivative liabilities	—	—	3.2	3.2
<b>Total liabilities</b>	<u>\$ —</u>	<u>\$ 30.6</u>	<u>\$ 60.4</u>	<u>\$ 91.0</u>

	2020			
	Quoted prices in active markets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)	Total
<b>Assets</b>				
Asset-backed securities	\$ —	\$ 1.3	\$ —	\$ 1.3
Residential mortgage-backed securities	—	8.7	—	8.7
Bank debt	—	0.4	—	0.4
Corporate debt securities	—	37.7	—	37.7
U.S. Government and government agency	—	53.2	—	53.2
Total debt securities	—	101.3	—	101.3
Other long-term investments	—	—	4.0	4.0
Derivative assets	—	—	1.2	1.2
	\$ —	\$ 101.3	\$ 5.2	106.5
Investments in funds valued at NAV				1,055.6
<b>Total assets</b>				<b>\$ 1,162.1</b>
<b>Liabilities</b>				
U.S. Government and government agency	\$ —	\$ 12.0	\$ —	\$ 12.0
Total securities sold, not yet purchased	—	12.0	—	12.0
Derivative liabilities	—	—	1.0	1.0
<b>Total liabilities</b>	<b>\$ —</b>	<b>\$ 12.0</b>	<b>\$ 1.0</b>	<b>\$ 13.0</b>

During the year ended December 31, 2021, the Company made \$nil (2020 - \$nil) of reclassifications of assets or liabilities between Levels 2 and 3.

#### Valuation techniques

The Company uses outside pricing services to assist in determining fair values for its investments. For investments in active markets, the Company uses the quoted market prices provided by outside pricing services to determine fair value. In circumstances where quoted market prices are unavailable or are not considered reasonable, the Company estimates the fair value using industry standard pricing models and observable inputs such as benchmark yields, reported trades, broker-dealer quotes, issuer spreads, benchmark securities, bids, offers, prepayment speeds, reference data including research publications, and other relevant inputs. Given that many debt securities do not trade on a daily basis, the outside pricing services evaluate a wide range of fixed maturity investments by regularly drawing parallels from recent trades and quotes of comparable securities with similar features. The characteristics used to identify comparable debt securities vary by asset type and take into account market convention.

The techniques and inputs specific to asset classes within the Company's debt securities and short-term investments for Level 2 securities that use observable inputs are as follows:

##### *Asset-backed and mortgage-backed securities*

The fair value of mortgage and asset-backed securities is primarily priced by pricing services using a pricing model that uses information from market sources and leveraging similar securities. Key inputs include benchmark yields, reported trades, underlying tranche cash flow data, collateral performance, plus new issue data, as well as broker-dealer quotes, issuer spreads, two-sided markets, benchmark securities, bids, offers and reference data including issuer, vintage, loan type, collateral attributes, prepayment speeds, default rates, recovery rates, cash flow stress testing, credit quality ratings and market research publications.

##### *Corporate debt securities*

Corporate debt securities consist primarily of investment-grade debt of a wide variety of U.S. and non-U.S. corporate issuers and industries. The corporate fixed maturity investments are primarily priced by pricing services. When evaluating these securities, the pricing services gather information from market sources regarding the issuer of the security and obtain credit

data, as well as other observations, from markets and sector news. Evaluations are updated by obtaining broker dealer quotes and other market information including actual trade volumes, when available. The pricing services also consider the specific terms and conditions of the securities, including any specific features which may influence risk.

***U.S. government and government agency***

U.S. government and government agency securities consist primarily of debt securities issued by the U.S. Treasury and mortgage pass-through agencies such as the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation and the Government National Mortgage Association. Fixed maturity investments included in U.S. government and government agency securities are primarily priced by pricing services. When evaluating these securities, the pricing services gather information from market sources and integrate other observations from markets and sector news. Evaluations are updated by obtaining broker dealer quotes and other market information including actual trade volumes, when available. The fair value of each security is individually computed using analytical models which incorporate option adjusted spreads and other daily interest rate data.

***Non-U.S. government and government agency***

Non-U.S. government and government agency securities consist of debt securities issued by non-U.S. governments and their agencies along with supranational organizations (also known as sovereign debt securities). Securities held in these sectors are primarily priced by pricing services who employ proprietary discounted cash flow models to value the securities. Key quantitative inputs for these models are daily observed benchmark curves for treasury, swap and high issuance credits. The pricing services then apply a credit spread for each security which is developed by in-depth and real time market analysis. For securities in which trade volume is low, the pricing services utilize data from more frequently traded securities with similar attributes. These models may also be supplemented by daily market and credit research for international markets.

***U.S. states, municipalities, and political subdivisions***

The U.S. states, municipalities and political subdivisions portfolio contains debt securities issued by U.S. domiciled state and municipal entities. These securities are generally priced by independent pricing services using the techniques for U.S. government and government agency securities.

***Preferred stocks***

The fair value of preferred stocks is generally priced by independent pricing services using an evaluated pricing model that calculates the appropriate spread over a comparable security for each issue. Key inputs include exchange prices (underlying and common stock of same issuer), benchmark yields, reported trades, broker-dealer quotes, issuer spreads, two-sided markets, benchmark securities, bids, offers, and reference data including sector, coupon, credit quality ratings, duration, credit enhancements, early redemption features and market research publications.

***Short-term investments***

Short-term investments consist of U.S. treasury bills, certificates of deposit and other securities, which, at the time of purchase, mature within a period of greater than three months but less than one year. These investments are generally priced by independent pricing services using the techniques described for U.S. government and government agency securities and Corporate debt securities described above.

***Investments measured using Net Asset Value***

The Company values its investments in limited partnerships, including its investments in related party investment funds, at fair value. The Company has elected the practical expedient for fair value for these investments which is estimated based on the Company's share of the NAV of the limited partnerships, as provided by the independent fund administrator, as the Company believes it represents the most meaningful measurement basis for the investment assets and liabilities. The NAV represents the Company's proportionate interest in the members' equity of the limited partnerships.

The fair value of the Company's investments in certain hedge funds and certain private equity funds are also determined using NAV. The hedge fund's administrator provides quarterly updates of fair value in the form of the Company's proportional interest in the underlying fund's NAV, which is deemed to approximate fair value, generally with a three month delay in valuation. The private equity funds provide monthly, quarterly or semi-annual partnership capital statements primarily with a one or three month delay which are used as a basis for valuation. These private equity investments vary in investment strategies and are not actively traded in any open markets. Due to a lag in reporting, some of the fund managers, fund

administrators, or both, are unable to provide final fund valuations as of the Company's reporting date. This includes utilizing preliminary estimates reported by its fund managers and using other information that is available to the Company with respect to the underlying investments, as necessary.

In order to assess the reasonableness of the NAVs, the Company performs a number of monitoring procedures on a monthly, quarterly and annual basis, to assess the quality of the information provided by the investment manager and fund administrator underlying the preparation of the NAV. These procedures include, but are not limited to, regular review and discussion of the fund's performance with the investment manager.

These investments are included in investment in funds valued at NAV and excluded from the presentation of investments categorized by the level of the fair value hierarchy.

### **Level 3 Investments**

Level 3 valuations are generated from techniques that use assumptions not observable in the market. These unobservable assumptions reflect the Company's assumptions, that market participants would use in valuing the investment. Generally, certain securities may start out as Level 3 when they are originally issued but as observable inputs become available in the market, they may be reclassified to Level 2.

The Company employs a number of procedures to assess the reasonableness of the fair value measurements for its other long-term investments, including obtaining and reviewing the audited annual financial statements of hedge funds and private equity funds and periodically discussing each fund's pricing with the fund manager. However, since the fund managers do not provide sufficient information to evaluate the pricing inputs and methods for each underlying investment, the inputs are considered to be unobservable.

The fair values of the Company's investments in private equity securities, private debt instruments, certain private equity funds, and certain hedge funds have been classified as Level 3 measurements. They are carried at fair value and in the case of private equity securities and private debt instruments are initially valued based on transaction price and their valuation is subsequently estimated based on available evidence such as a market transaction in similar instruments and other financial information for the issuer.

For Strategic Investments, management generally engages a third-party valuation specialist to assist in determination of the fair value based on commonly accepted valuation methods (i.e., income approach, market approach) as of the valuation date. In addition, investors fair value analyses prepared by third party valuation specialists working with Strategic Investment operating management are referenced where available. Refer to significant unobservable inputs section later in this note for more information on valuation methods and inputs utilized.

See Note 11 for additional information on the fair values of derivative financial instruments used for both risk management and investment purposes.

### ***Underwriting-related derivatives***

Underwriting-related derivatives include reinsurance contracts that are accounted for as derivatives. These derivative contracts are initially valued at cost which approximates fair value. In subsequent measurement periods, the fair values of these derivatives are determined using internally developed discounted cash flow models. As the significant inputs used to price these derivatives are unobservable, the fair values of these contracts are classified as Level 3.

The following table presents the reconciliation of all investments measured at fair value using Level 3 inputs for the years ended December 31, 2021 and 2020:

	January 1, 2021	Transfers in to (out of) Level 3	Purchases	Assets Acquired	Sales	Realized and Unrealized Gains (Losses) <sup>(2)</sup>	December 31, 2021
<b>Assets</b>							
Preferred stocks	\$ —	\$ —	\$ 10.0	\$ 2.8	\$ (10.0)	\$ —	\$ 2.8
Other long-term investments	4.0	—	103.6	259.0	(24.9)	(4.8)	336.9
Derivative assets	1.2	(1.2)	—	0.3	(1.4)	1.5	0.4
Loan participations	—	—	9.0	32.8	(42.8)	1.0	—
<b>Total assets</b>	<u>\$ 5.2</u>	<u>\$ (1.2)</u>	<u>\$ 122.6</u>	<u>\$ 294.9</u>	<u>\$ (79.1)</u>	<u>\$ (2.3)</u>	<u>\$ 340.1</u>
<b>Liabilities</b>							
Liability-classified capital instruments	\$ —	\$ 27.0	\$ (137.6)	\$ —	\$ —	\$ 53.4	\$ (57.2)
Contingent consideration liabilities	—	—	—	(0.7)	1.9	(1.2)	—
Derivative liabilities	(1.0)	1.2	(0.4)	(2.0)	—	(1.0)	(3.2)
<b>Total liabilities</b>	<u>\$ (1.0)</u>	<u>\$ 28.2</u>	<u>\$ (138.0)</u>	<u>\$ (2.7)</u>	<u>\$ 1.9</u>	<u>\$ 51.2</u>	<u>\$ (60.4)</u>
<b>Assets</b>							
Other long-term investments	\$ 4.0	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 4.0
Derivative assets	—	—	—	—	—	1.2	1.2
<b>Total assets</b>	<u>\$ 4.0</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 1.2</u>	<u>\$ 5.2</u>
<b>Liabilities</b>							
Derivative liabilities	\$ —	\$ —	\$ —	\$ —	\$ (1.0)	\$ —	\$ (1.0)
<b>Total liabilities</b>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ (1.0)</u>	<u>\$ —</u>	<u>\$ (1.0)</u>

(1) Includes amounts acquired as a result of the Sirius Group acquisition.

(2) Total change in realized and unrealized gains (losses) recorded on Level 3 financial instruments is included in total realized and unrealized investment gains (losses) and net investment income (loss) in the consolidated statements of income. Realized and unrealized gains (losses) related to underwriting-related derivative assets and liabilities are included in other underwriting expenses, net of foreign exchange (gains) losses, in the consolidated statements of income.

For assets and liabilities that were transferred into Level 3 during the period, gains (losses) are presented as if the assets or liabilities had been transferred into Level 3 at the beginning of the period; similarly, for assets and liabilities that were transferred out of Level 3 during the period, gains (losses) are presented as if the assets or liabilities had been transferred out of Level 3 at the beginning of the period.

### Significant unobservable inputs

The table below presents information about the significant unobservable inputs used for recurring fair value measurements for certain Level 3 instruments as of December 31, 2021, and includes only those instruments for which information about the inputs is reasonably available to the Company, such as data from independent third-party valuation service providers and from internal valuation models.

2021				
Assets (Liability)	Fair Value	Valuation Technique	Unobservable input	
Private equity securities <sup>(1)</sup>	\$ 156.1	Market multiple analysis	Book value multiples Tangible book value multiples Revenue multiples Earnings multiples	Various depending on nature of investment
Private equity funds <sup>(2)</sup>	80.6	Net asset value discount	Discount range	5% - 50%
Private equity securities	40.0	Discounted cash flow	Share price	51.26
Private debt instrument	5.7	Discounted cash flow	Discount yield	Range - 4.74%-5.70% Median - 5.14%
Derivative investments <sup>(3)</sup>	(3.8)	Third party appraisal	Broker quotes	(3.8)
Series A preference shares <sup>(4)</sup>	(20.4)	Model simulation	Share price	1.74
Warrants <sup>(1)(4)</sup>	\$ (36.8)	Black Scholes pricing model	Warrant price	Various

(1) Consists of investments valued under similar methodologies.

(2) Represents multiple private equity funds where a discount on net asset value was taken.

(3) See Note 11 for discussion of derivative instruments.

(4) See Note 3 for discussion of Series A preference shares and warrants.

### Financial instruments disclosed, but not carried at fair value

The Company uses various financial instruments in the normal course of its business. The carrying values of cash, accrued investment income, certain other assets, certain other liabilities, and other financial instruments not included in the table below approximated their fair values at December 31, 2021 and 2020, due to their respective short maturities. The following table includes financial instruments for which the carrying value differs from the estimated fair values at December 31, 2021 and 2020:

	2021		2020	
	Fair Value	Carrying Value	Fair Value	Carrying Value
2017 SEK Subordinated Notes <sup>(1)</sup>	\$ 302.3	\$ 296.3	n/a	n/a
2016 SIG Senior Notes <sup>(1)</sup>	412.8	406.0	n/a	n/a
2015 Senior Notes <sup>(1)</sup>	120.5	114.4	117.8	114.3
Series B preference shares <sup>(1)</sup>	\$ 220.9	\$ 200.0	n/a	n/a

(1) Fair value based on observable inputs and considered a Level 2 measurement.

### 8. Investments

The Company's invested assets consist of investment securities and other long-term investments held for general investment purposes. The portfolio of investment securities includes debt securities, short-term investments, equity securities, and other-long term investments which are all classified as trading securities. Realized and unrealized investment gains and losses on trading securities are reported in pre-tax revenues.

#### Debt securities

The following tables provide the cost or amortized cost, gross unrealized investment gains (losses), net foreign currency gains (losses), and fair value of the Company's debt securities as of December 31, 2021 and 2020:

	2021				
	Cost or amortized cost	Gross unrealized gains	Gross unrealized losses	Net foreign currency gains (losses)	Fair value
Asset-backed securities	\$ 512.6	\$ 0.9	\$ (0.4)	\$ —	\$ 513.1
Residential mortgage-backed securities	306.5	—	(4.6)	—	301.9
Commercial mortgage-backed securities	148.4	0.6	(1.7)	—	147.3
Corporate debt securities	605.5	0.6	(3.5)	—	602.6
U.S. government and government agency (1)	388.1	0.1	(2.8)	—	385.4
Non-U.S. government and government agency	135.4	0.3	(2.6)	(0.8)	132.3
U.S. states, municipalities and political subdivision	0.2	—	—	—	0.2
Preferred stocks	2.6	0.2	—	—	2.8
Total debt securities	\$ 2,099.3	\$ 2.7	\$ (15.6)	\$ (0.8)	\$ 2,085.6

(1) The Company had \$nil short positions in long duration U.S. Treasuries as of December 31, 2021. These amounts are included in securities sold, not yet purchased in the consolidated balance sheets.

	2020				
	Cost or amortized cost	Gross unrealized gains	Gross unrealized losses	Net foreign currency gains (losses)	Fair value
Asset-backed securities	\$ 1.2	\$ 0.1	\$ —	\$ —	\$ 1.3
Residential mortgage-backed securities	8.1	0.6	—	—	8.7
Bank debt	0.3	0.1	—	—	0.4
Corporate debt securities	29.4	8.4	(0.1)	—	37.7
U.S. government and government agency (1)	52.4	1.7	(0.9)	—	53.2
Total debt securities	\$ 91.4	\$ 10.9	\$ (1.0)	\$ —	\$ 101.3

(1) The Company had \$12.0 million short positions in long duration U.S. Treasuries as of December 31, 2020. These amounts are included in securities sold, not yet purchased in the consolidated balance sheets.

The weighted average duration of the Company's debt securities as of December 31, 2021 was approximately 1.6 years, including short-term investments, and approximately 2.3 years excluding short-term investments (2020 - 10.5 years and 10.5 years, respectively).

The following table provides the cost or amortized cost and fair value of the Company's debt securities as of December 31, 2021 and 2020 by contractual maturity. Actual maturities could differ from contractual maturities because borrowers may have the right to call or prepay certain obligations with or without call or prepayment penalties.

	2021		2020	
	Cost or amortized cost	Fair value	Cost or amortized cost	Fair value
Due in one year or less	\$ 145.6	\$ 145.1	\$ 50.0	\$ 50.6
Due after one year through five years	870.4	862.4	2.8	3.0
Due after five years through ten years	69.6	68.6	—	—
Due after ten years	43.6	44.4	29.4	37.7
Mortgage-backed and asset-backed securities	967.5	962.3	9.2	10.0
Preferred stocks	2.6	2.8	—	—
Total debt securities	\$ 2,099.3	\$ 2,085.6	\$ 91.4	\$ 101.3

The following table summarizes the ratings and fair value of debt securities held in the Company's investment portfolio as of December 31, 2021 and 2020:

	2021	2020
AAA	\$ 696.4	\$ 53.2
AA	884.1	—
A	278.5	9.1
BBB	153.1	37.7
Other	73.5	1.3
Total debt securities (1)	<u>\$ 2,085.6</u>	<u>\$ 101.3</u>

(1) Credit ratings are assigned based on the following hierarchy: 1) Standard & Poor's ("S&P") and 2) Moody's Investors Service.

As of December 31, 2021, the above totals included \$51.8 million of sub-prime securities. Of this total, \$35.1 million was rated AAA, \$16.1 million rated AA, and \$0.6 million rated A. As of December 31, 2020, the above totals included \$8.7 million of A rated sub-prime securities.

#### **Equity securities and other long-term investments**

The cost or amortized cost, gross unrealized investment gains and losses, net foreign currency gains, and fair values of the Company's equity securities and other long-term investments as of December 31, 2021 and 2020, were as follows:

	2021				
	Cost or amortized cost	Gross unrealized gains	Gross unrealized losses	Net foreign currency gains	Fair value
Equity securities	\$ 4.5	\$ 0.1	\$ (2.0)	\$ 0.2	\$ 2.8
Other long-term investments	\$ 443.0	\$ 28.9	\$ (16.8)	\$ 1.0	\$ 456.1

	2020				
	Cost or amortized cost	Gross unrealized gains	Gross unrealized losses	Net foreign currency gains	Fair value
Other long-term investments	\$ 4.0	\$ —	\$ —	\$ —	\$ 4.0

Equity securities at fair value consisted of the following as of December 31, 2021:

	2021
Fixed income mutual funds	\$ 2.1
Common stocks	0.7
Total equity securities	<u>\$ 2.8</u>

Other long-term investments at fair value consisted of the following as of December 31, 2021 and 2020:

	2021	2020
Hedge funds and private equity funds <sup>(1)</sup>	\$ 195.7	\$ —
Strategic Investments <sup>(2)</sup>	215.3	4.0
Other investments <sup>(2)</sup>	45.1	—
Total other long-term investments	<u>\$ 456.1</u>	<u>\$ 4.0</u>

(1) Includes \$115.2 million of investments valued at NAV and \$80.5 million of investments valued at Level 3.

(2) As of December 31, 2021, the Company had \$13.8 million of unfunded commitments relating to these investments.

**Hedge funds and private equity funds**

The Company holds investments in hedge funds and private equity funds, which are included in other long-term investments. The following table summarizes investments in hedge funds and private equity interests by investment objective and sector as of December 31, 2021:

	2021	
	Fair value	Unfunded commitments
<b>Hedge funds</b>		
Long/short multi-sector	\$ 19.8	\$ —
Distressed mortgage credit	24.6	—
Private credit	24.2	—
Other	1.7	—
Total hedge funds	70.3	—
<b>Private equity funds</b>		
Energy infrastructure & services	48.4	19.0
Multi-sector	10.1	5.1
Healthcare	31.0	2.2
Life settlement	12.9	—
Manufacturing/Industrial	19.9	—
Private equity secondaries	0.5	0.4
Other	2.6	—
Total private equity funds	125.4	26.7
Total hedge and private equity funds included in other long-term investments	\$ 195.7	\$ 26.7

(1) The above table excludes the Company's investments in TP Enhanced Fund and TP Venture Fund. See "Investment in related party investment funds" below for additional information.

Redemption of investments in certain hedge funds is subject to restrictions including lock-up periods where no redemptions or withdrawals are allowed, restrictions on redemption frequency, and advance notice periods for redemptions. Amounts requested for redemptions remain subject to market fluctuations until the redemption effective date, which generally falls at the end of the defined redemption period.

The following summarizes the December 31, 2021 fair value of hedge funds subject to restrictions on redemption frequency and advance notice period requirements for investments in active hedge funds:

Redemption Frequency	Notice Period					Total
	1-29 days notice	30-59 days notice	60-89 days notice	90-119 days notice	120+ days notice	
Quarterly	\$ —	\$ 0.1	\$ 19.8	\$ 24.6	\$ —	\$ 44.5
Semi-annual	—	—	0.8	—	—	0.8
Annual	—	—	—	0.8	24.2	25.0
Total	\$ —	\$ 0.1	\$ 20.6	\$ 25.4	\$ 24.2	\$ 70.3

Certain of the hedge fund and private equity fund investments in which the Company is invested are no longer active and are in the process of disposing of their underlying investments. Distributions from such funds are remitted to investors as the fund's underlying investments are liquidated. As of December 31, 2021, \$12.3 million in distributions were outstanding from these investments.

Investments in private equity and other investment funds may be subject to a "lock-up" or commitment period during which investors may not request a redemption prior to the expected termination date. Distributions prior to the expected termination date of the fund may be limited to dividends or proceeds arising from the liquidation of the fund's underlying investments. In addition, certain private equity funds provide an option to extend the lock-up or commitment periods at either the sole discretion of the fund manager or upon agreement between the fund and the investors.

As of December 31, 2021, investments in private equity funds were subject to lock-up periods as follows:

	1 - 3 years	3 - 5 years	5 - 10 years	Total
Private equity funds – expected lock-up or commitment period remaining	\$ 47.5	\$ 61.4	\$ 16.5	\$ 125.4

***Investment in related party investment funds***

The following table provides the cost and fair value of the Company's investments in related party investment funds as of December 31, 2021 and 2020:

	2021		2020	
	Cost	Fair value	Cost	Fair value
Third Point Enhanced LP	\$ 416.0	\$ 878.2	\$ 891.9	\$ 1,055.6
Third Point Venture Offshore Fund I LP	25.9	31.4	—	—
Investment in related party investment funds, at fair value	\$ 441.9	\$ 909.6	\$ 891.9	\$ 1,055.6

***Investment in Third Point Enhanced LP***

On August 6, 2020, SiriusPoint and SiriusPoint Bermuda entered into the Third Amended and Restated Exempted Limited Partnership Agreement (“2020 LPA”) of TP Enhanced Fund which became effective on February 26, 2021, except for the amendment to the calculation of the loss recovery account which became effective on December 31, 2020. In accordance with the 2020 LPA, Third Point Advisors LLC (“TP GP”) serves as the general partner of TP Enhanced Fund.

The TP Enhanced Fund investment strategy, as implemented by Third Point LLC, is intended to achieve superior risk-adjusted returns by deploying capital in both long and short investments with favorable risk/reward characteristics across select asset classes, sectors and geographies. Third Point LLC identifies investment opportunities via a bottom-up, value-oriented approach to single security analysis supplemented by a top-down view of portfolio and risk management. Third Point LLC seeks dislocations in certain areas of the capital markets or in the pricing of particular securities and supplements single security analysis with an approach to portfolio construction that includes sizing each investment based on upside/downside calculations, all with a view towards appropriately positioning and managing overall exposures.

Under the 2020 LPA, the Company has the right to withdraw funds monthly from TP Enhanced Fund to meet capital adequacy requirements and to satisfy financing obligations. The Company may also withdraw its investment upon the occurrence of certain events specified in the 2020 LPA, including to meet capital adequacy requirements, to prevent a negative credit rating action, for risk management purposes or to satisfy financing obligations, subject to certain limitations on such withdrawals as specified in the 2020 LPA, and may withdraw its investment in full on the first quarter end date after the five-year anniversary of the closing date of the acquisition of Sirius Group (i.e. March 31, 2026) and each successive two-year anniversary of such date. The Company is also entitled to withdraw funds from the TP Enhanced Fund in order to satisfy its risk management guidelines, upon prior written notice to TP GP, in an amount not to exceed 20% of the sum of (x) the aggregate opening balances of our capital account and (y) the aggregate amount of capital contributions credited to our capital account.

During the fourth quarter of 2021, the Company redeemed \$450.0 million from the TP Enhanced Fund, of which \$200.0 million was reallocated to cash and fixed income investments and the remaining \$250.0 million was reflected as a redemption receivable as of December 31, 2021.

As of December 31, 2021, the Company had no unfunded commitments related to TP Enhanced Fund.

***Investment in Third Point Venture Offshore Fund I LP***

On March 1, 2021, SiriusPoint Bermuda entered into the Amended and Restated Exempted Limited Partnership Agreement (“2021 Venture LPA”) of TP Venture Fund”) which became effective on March 1, 2021. In accordance with the 2021 Venture LPA, Third Point Venture GP LLC (“TP Venture GP”) serves as the general partner of TP Venture Fund.

The TP Venture Fund investment strategy, as implemented by Third Point LLC, is to generate attractive risk-adjusted returns through a concentrated portfolio of investments in privately-held companies, primarily in the expansion through late/pre-IPO stage. The TP Venture Fund may also invest in early stage companies. Due the nature of the fund, withdrawals are not permitted. Distributions prior to the expected termination date of the fund include, but are not limited to, dividends or proceeds arising from the liquidation of the fund's underlying investments.

As of December 31, 2021, the Company had \$12.7 million of unfunded commitments related to TP Venture Fund. As of December 31, 2021, the Company holds interests of approximately 16.8% of the net asset value of TP Venture Fund.

### 9. Total realized and unrealized investment gains and net investment income

Total realized and unrealized investment gains and net investment income for the years ended December 31, 2021, 2020 and 2019 consisted of the following:

	2021	2020	2019
Debt securities	\$ (4.9)	\$ 72.7	\$ 9.2
Short-term investments	1.6	—	—
Equity securities	(2.5)	—	—
Other long-term investments	35.2	—	—
Net realized and unrealized investment gains from related party investment funds	304.0	195.0	249.6
Realized and unrealized investment gains and net investment income before other investment expenses and investment income (loss) on cash and cash equivalents	333.4	267.7	258.8
Other investment expenses	(11.6)	(1.1)	(1.0)
Net investment income (loss) on cash and cash equivalents	(9.3)	12.3	24.7
Total realized and unrealized investment gains and net investment income	<u>\$ 312.5</u>	<u>\$ 278.9</u>	<u>\$ 282.5</u>

### Net realized and unrealized gains (losses) on investments

Net realized and unrealized investment gains (losses) for the years ended December 31, 2021, 2020 and 2019 consisted of the following:

	2021	2020	2019
Gross realized gains	\$ 40.4	\$ 64.3	\$ 9.1
Gross realized losses	(9.6)	(15.9)	(9.0)
Net realized gains on investments	30.8	48.4	0.1
Net unrealized gains (losses) on investments	(47.7)	20.8	15.2
Net realized and unrealized gains (losses) on investments (1) (2)	<u>\$ (16.9)</u>	<u>\$ 69.2</u>	<u>\$ 15.3</u>

(1) Excludes realized and unrealized gains on the Company's investments in related party investment funds.

(2) Includes net realized and unrealized gains (losses) of \$12.9 million and \$(5.8) million, respectively, from related party investments included in other long-term investments for the year ended December 31, 2021 (2020 - \$nil and 2019 - \$nil).

### Net realized investment gains

Net realized investment gains for the years ended December 31, 2021, 2020 and 2019 consisted of the following:

	2021	2020	2019
Debt securities	\$ 12.3	\$ 46.4	\$ (5.9)
Short-term investments	(0.1)	—	—
Equity securities	(0.1)	—	—
Other long-term investments	14.1	—	(0.1)
Net investment income on cash and cash equivalents	4.6	2.0	6.1
Net realized investment gains (1)	<u>\$ 30.8</u>	<u>\$ 48.4</u>	<u>\$ 0.1</u>

(1) Includes realized gains due to foreign currency of \$4.5 million for the year ended December 31, 2021 (2020 - \$1.6 million and 2019 - \$(0.7) million).

### Net unrealized investment gains (losses)

Net unrealized investment gains (losses) for the years ended December 31, 2021, 2020 and 2019 consisted of the following:

	2021	2020	2019
Debt securities (1)	\$ (40.2)	\$ 14.9	\$ 8.4
Short-term investments	1.4	—	—
Equity securities	(2.5)	—	—
Other long-term investments	11.2	—	0.1
Net investment income (loss) on cash and cash equivalents	(17.6)	5.9	6.7
Net unrealized investment gains (losses) (2)	<u>\$ (47.7)</u>	<u>\$ 20.8</u>	<u>\$ 15.2</u>

(1) Includes unrealized losses, excluding foreign currency, of \$23.9 million for the year ended December 31, 2021.

(2) Includes unrealized gains (losses) due to foreign currency of \$(32.8) million for the year ended December 31, 2021, respectively (2020 - \$6.0 million and 2019 - \$6.9 million).

The following table summarizes the amount of total gains (losses) included in earnings attributable to unrealized investment gains (losses) – Level 3 investments for the years ended December 31, 2021, 2020 and 2019:

	2021	2020	2019
Other long-term investments	\$ (5.7)	\$ —	\$ —
Total unrealized investment gains (losses) – Level 3 investments	<u>\$ (5.7)</u>	<u>\$ —</u>	<u>\$ —</u>

### 10. Investments in unconsolidated entities

The Company's investments in unconsolidated entities are included within other long-term investments and consist of investments in common equity securities or similar instruments, which give the Company the ability to exert significant influence over the investee's operating and financial policies ("equity method eligible entities"). Such investments may be accounted for under either the equity method or, alternatively, the Company may elect to account for them under the fair value option.

The following table presents the components of other long-term investments as of December 31, 2021 and December 31, 2020:

	December 31, 2021	December 31, 2020
Equity method eligible entities, at fair value <sup>(1)(3)</sup>	\$ 258.1	\$ —
Other unconsolidated investments, at fair value <sup>(2)</sup>	198.0	4.0
Total other long-term investments	<u>\$ 456.1</u>	<u>\$ 4.0</u>

(1) There were no investments accounted for using the equity method as of December 31, 2021 and December 31, 2020.

(2) Includes other long-term investments that are not equity method eligible.

(3) The above table excludes the Company's investments in TP Enhanced Fund and TP Venture Fund which are equity method eligible but are carried outside of other long-term investments. See Notes 8 and 12 for additional information on these funds.

The Company has elected the fair value option to account for its equity method eligible investments in order to be consistent with the remainder of its investments portfolio which is accounted for at fair value. The following table presents the Company's significant equity method investee entities under fair value option in which it holds 20 percent or more (5 percent or more for limited partnerships and limited liability companies) of the ownership interest as of December 31, 2021:

Investee	December 31, 2021		
	Fair value	Ownership interest	Instrument held
BE Reinsurance Limited	\$ 15.2	24.9 %	Common shares
BioVentures Investors (Offshore) IV LP	16.6	73.0 %	Units
Vyrd Holdings LLC	23.0	45.0 %	Units
Diamond LS I LP	7.1	15.3 %	Units
Gateway Fund LP	4.0	18.1 %	Units
Monarch Alternative Capital, LP	5.7	12.8 %	Units
New Energy Capital Infrastructure Credit Fund LP	20.1	18.3 %	Units
New Energy Capital Infrastructure Offshore Credit Fund LP	13.4	12.2 %	Units
Great Bay LLC	1.0	11.1 %	Units
Parameter Climate Inc.	3.7	49.0 %	Preferred shares
Tuckerman Capital V LP	11.3	42.1 %	Units
Tuckerman Capital V Co-Investment I LP	\$ 8.6	47.3 %	Units

(1) The above table excludes the Company's investments in TP Enhanced Fund and TP Venture Fund. See Notes 8 and 12 for additional information.

## 11. Derivatives

As a result of the acquisition of Sirius Group, the Company now holds derivative financial instruments for both risk management and investment purposes.

### *Foreign currency risk derivatives*

The Company executes foreign currency forwards, call options, swaps, and futures to manage foreign currency exposure. The foreign currency risk derivatives are not designated or accounted for under hedge accounting. Changes in fair value are presented within foreign exchange (gains) losses. The fair value of the swaps and forwards are estimated using a single broker quote, and accordingly, are classified as a Level 3 measurement. The fair value of the futures is widely available and have quoted prices in active markets, and accordingly, were classified as a Level 1 measurement. The Company did not provide or hold any collateral associated with the foreign currency risk derivatives.

### *Weather Derivatives*

The Company holds assets and assumes liabilities related to weather and weather contingent risk management products. Weather and weather contingent derivative contracts are entered into with the objective of generating profits in normal climatic conditions. Accordingly, the Company's weather and weather contingent derivatives are not designed to meet the criteria for hedge accounting under GAAP. The Company receives payment of premium at the contract inception in exchange for bearing the risk of variations in a quantifiable weather index. Changes in fair value are presented within net corporate and other expenses. Management uses available market data and internal pricing models based upon consistent statistical methodologies to estimate the fair value. Because of the significance of the unobservable inputs used to estimate the fair value of the Company's weather risk contracts, the fair value measurements of the contracts are deemed to be Level 3 measurements in the fair value hierarchy as of December 31, 2021. The Company does not provide or hold any collateral associated with the weather derivatives.

### *Equity warrants*

The Company holds restricted equity warrants as part of its investment strategy. The equity warrants are not designated or accounted for under hedge accounting. Changes in fair value are presented within net realized and unrealized investment gains (losses). The fair value of the equity warrants is estimated using a single broker quote and accordingly, classified as a Level 3 measurement. The Company did not provide or hold any collateral associated with the equity warrants.

### Interest rate cap

The Company entered into an interest rate swap ("Interest Rate Cap") with two financial institutions where it paid an upfront premium and in return receives a series of quarterly payments based on the 3-month London Interbank Offered Rate ("LIBOR") at the time of payment. The 3-month LIBOR will cease as a benchmark rate in June 2023; accordingly, the Company is exploring alternatives for replacement when applicable, including the secured overnight financing rate published by the New York Federal Reserve Bank. The Interest Rate Cap does not qualify for hedge accounting. Changes in fair value are presented within net corporate and other expenses. The fair value of the Interest Rate Cap has been estimated using a single broker quote and, accordingly, has been classified as a Level 3 measurement as of December 31, 2021. Collateral held is recorded with an equal amount recognized as a liability to return collateral. The Company's liability to return that collateral is based on the amounts provided by the counterparties and investment earnings thereon. As of December 31, 2021, the Company held collateral balances of \$0.1 million.

The following table summarizes information on the classification and amount of the fair value of derivatives not designated as hedging instruments within the Company's consolidated balance sheets as at December 31, 2021:

Derivatives not designated as hedging instruments	December 31, 2021		
	Derivative assets at fair value <sup>(1)(3)</sup>	Derivative liabilities at fair value <sup>(2)(3)</sup>	Notional Value
Foreign currency swaps	\$ —	\$ 1.7	\$ 40.0
Foreign currency forwards	—	1.3	83.6
Foreign currency futures contracts	0.2	—	133.9
Weather derivatives	—	0.8	6.2
Equity warrants	0.1	—	0.1
Interest rate cap	\$ —	\$ —	\$ 250.0

(1) Derivative assets are classified within other assets in the Company's consolidated balance sheets at December 31, 2021.

(2) Derivative liabilities are classified within accounts payable, accrued expenses and other liabilities in the Company's consolidated balance sheets at December 31, 2021.

(3) The Company did not hold the above derivative instruments as of December 31, 2020.

The following table summarizes information on the classification and net impact on earnings, recognized in the Company's consolidated statements of income relating to derivatives during the year ended December 31, 2021:

Derivatives not designated as hedging instruments	Classification of gains (losses) recognized in earnings	December 31, 2021
Foreign currency swaps	Foreign exchange gains	\$ 0.2
Foreign currency forwards	Foreign exchange losses	(1.3)
Foreign currency futures contracts	Foreign exchange losses	(8.0)
Foreign currency call options	Foreign exchange gains	0.4
Weather derivatives	Net corporate and other expenses	0.9
Equity warrants	Net realized and unrealized investment losses	\$ (0.3)

### *Underwriting-related derivatives*

The following tables identify the listing currency, fair value and notional amounts of underwriting-related derivatives included in the consolidated balance sheets as of December 31, 2021 and December 31, 2020:

	Listing currency <sup>(1)</sup>	December 31, 2021		December 31, 2020	
		Fair Value	Notional Amounts <sup>(2)</sup>	Fair Value	Notional Amounts <sup>(2)</sup>
<b>Derivative assets</b>					
Reinsurance contracts accounted for as derivative assets	GBP	\$ 1.2	\$ 49.3	\$ 1.2	\$ 4.2
		\$ 1.2	\$ 49.3	\$ 1.2	\$ 4.2
	Listing currency <sup>(1)</sup>	December 31, 2021		December 31, 2020	
		Fair Value	Notional Amounts <sup>(2)</sup>	Fair Value	Notional Amounts <sup>(2)</sup>
<b>Derivative liabilities</b>					
Reinsurance contracts accounted for as derivative liabilities	GBP	\$ 0.1	\$ 37.4	\$ 1.0	\$ 15.7
		\$ 0.1	\$ 37.4	\$ 1.0	\$ 15.7

(1) GBP = British Pound.

(2) The absolute notional exposure represents the Company's derivative activity as of December 31, 2021 and December 31, 2020, which is representative of the volume of derivatives held during the period.

## **12. Variable interest entities**

The Company consolidates the results of operations and financial position of every voting interest entity ("VOE") in which it has a controlling financial interest and variable interest entities ("VIE") in which it is considered to be the primary beneficiary in accordance with guidance in ASC 810, Consolidation. The consolidation assessment, including the determination as to whether an entity qualifies as a VOE or VIE, depends on the facts and circumstances surrounding each entity.

### **Consolidated variable interest entities**

#### ***Alstead Re***

As a result of the acquisition of Sirius Group, the Company has consolidated the results of Alstead Re Insurance Company ("Alstead Re") in its consolidated financial statements beginning February 26, 2021. Alstead Re is considered a VIE as it has insufficient equity capital to finance its activities without additional financial support. The Company determined that Alstead Re is a VIE for which the Company is the primary beneficiary as it has power over the activities that most significantly impact the economic performance. As of December 31, 2021, Alstead Re's assets and liabilities included in the Company's consolidated balance sheets were \$9.8 million and \$5.5 million, respectively.

#### ***Arcadian***

In September 2020, the Company co-founded Arcadian Risk Capital Ltd. ("Arcadian"), a managing general agent incorporated in Bermuda writing business on behalf of the Company. Arcadian commenced operations on October 1, 2020. The Company's ownership in Arcadian as of December 31, 2021 was 49%, representing 980,000 common shares at \$1.00 par value. Arcadian is considered a VIE as it has insufficient equity capital to finance its activities without additional financial support. The Company concluded that it is the primary beneficiary of Arcadian as it has power over the activities that most significantly impact the economic performance of Arcadian. As a result, the Company has consolidated the results of Arcadian in its consolidated financial statements. The Company's financial exposure to Arcadian is limited to its investment in Arcadian's common shares and other financial support up to \$18.0 million through an unsecured promissory note. As of December 31, 2021, Arcadian's assets and liabilities, after intercompany eliminations, included in the Company's consolidated balance sheets were \$29.0 million and \$7.0 million, respectively (December 31, 2020 - \$3.3 million and \$0.6 million, respectively).

### Joyn

In July 2021, the Company announced a strategic insurance partnership with Joyn Insurance Services Inc. (“Joyn”), a Delaware-domiciled managing general agent, pursuant to which it will write business on behalf of the Company. Joyn commenced operations on July 1, 2021. The Company’s ownership in Joyn as of December 31, 2021 was 50%, on a fully diluted basis, representing 1,175,000 preferred shares. Joyn is considered a VIE as it has insufficient equity capital to finance its activities without additional financial support. The Company concluded that it is the primary beneficiary of Joyn as it has power over the activities that most significantly impact the economic performance of Joyn. As a result, the Company has consolidated the results of Joyn in its consolidated financial statements. The Company’s financial exposure to Joyn is limited to its investment in Joyn’s preferred shares and other financial support up to \$16.5 million through a term loan. As of December 31, 2021, Joyn’s assets and liabilities, after intercompany eliminations, included in the Company’s consolidated balance sheets were \$7.8 million and \$4.1 million, respectively.

### Non-controlling interests

Non-controlling interests represent the portion of equity in consolidated subsidiaries not attributable, directly or indirectly, to the Company. The following table is a reconciliation of the beginning and ending carrying amount of noncontrolling interests for the years ended December 31, 2021 and 2020:

	2021	2020
Balance, beginning of period	\$ 1.4	\$ —
Sirius Group acquisition <sup>(1)</sup>	0.3	—
Net income (loss) attributable to noncontrolling interests	(2.3)	0.3
Contributions	0.2	1.1
Balance, end of period	<u>\$ (0.4)</u>	<u>\$ 1.4</u>

(1) See Note 3 for additional information related to the acquisition of Sirius Group.

### Non-consolidated variable interest entities

As a result of the acquisition of Sirius Group, the Company is a passive investor in certain third-party-managed hedge and private equity funds, some of which are VIEs. The Company is not involved in the design or establishment of these VIEs, nor does it actively participate in the management of the VIEs. The exposure to loss from these investments is limited to the carrying value of the investments at the balance sheet date.

The Company calculates maximum exposure to loss to be (i) the amount invested in the debt or equity of the VIE, (ii) the notional amount of VIE assets or liabilities where the Company has also provided credit protection to the VIE with the VIE as the referenced obligation, and (iii) other commitments and guarantees to the VIE. The Company does not have any VIEs that it sponsors nor any VIEs where it has recourse to it or has provided a guarantee to the VIE interest holders.

The following table presents total assets of unconsolidated VIEs in which the Company holds a variable interest, as well as the maximum exposure to loss associated with these VIEs as of December 31, 2021:

	December 31, 2021			
	Total VIE Assets	Maximum Exposure to Loss		
		On-Balance Sheet	Off-Balance Sheet	Total
Other long-term investments <sup>(1)</sup>	\$ 326.2	\$ 177.5	\$ 2.1	\$ 179.6
	<u>\$ 326.2</u>	<u>\$ 177.5</u>	<u>\$ 2.1</u>	<u>\$ 179.6</u>

(1) The above table excludes the Company’s investments in TP Enhanced Fund and TP Venture Fund which are also VIEs and are discussed separately below.

### Third Point Enhanced LP

TP Enhanced Fund meets the definition of a variable interest entity principally because of the existence of disproportionate rights in the partnership compared to the obligations to absorb the expected losses and right to receive the expected residual returns of TP Enhanced Fund’s results. As of December 31, 2021, the Company and TP GP hold interests of approximately 89.5% and 10.5%, respectively, of the net asset value of TP Enhanced Fund. As a result, both entities hold significant financial interests in TP Enhanced Fund. However, TP GP controls all of the investment decision-making authority and the

Company does not have the power to direct the activities which most significantly impact the economic performance of TP Enhanced Fund. As a result, the Company is not considered the primary beneficiary and does not consolidate TP Enhanced Fund. The Company's maximum exposure to loss corresponds to the value of its investments in TP Enhanced Fund.

As a result of the Company's holding in TP Enhanced Fund and its contribution to the Company's overall financial results, the Company includes the following summarized income statement of the TP Enhanced Fund for the years ended December 31, 2021, 2020 and 2019 and summarized balance sheet for the years ended December 31, 2021 and 2020.

This summarized income statement of TP Enhanced Fund reflects the main components of total investment income and expenses of TP Enhanced Fund. This summarized income statement is not a breakdown of the Company's proportional investment income in TP Enhanced Fund as presented in the Company's consolidated statements of income.

<b>TP Enhanced Fund summarized income statement</b>	<b>2021</b>	<b>2020</b>	<b>2019</b>
<b>Investment income</b>			
Net realized gain (loss) from securities, derivative contracts and foreign currency translations	\$ 616.5	\$ 6.1	\$ (35.6)
Net change in unrealized gain (loss) on securities, derivative contracts and foreign currency translations	(188.4)	289.4	333.5
Net loss from currencies	—	(0.6)	(2.1)
Dividend and interest income	33.4	35.4	46.4
Other income	—	0.9	7.5
<b>Total investment income</b>	<b>461.5</b>	<b>331.2</b>	<b>349.7</b>
<b>Expenses</b>			
Management fees	16.7	14.5	17.1
Interest	5.8	7.5	16.3
Dividends on securities sold, not yet purchased	10.6	4.7	8.7
Administrative and professional fees	4.3	4.1	4.3
Other expenses	4.0	1.1	2.4
<b>Total expenses</b>	<b>41.4</b>	<b>31.9</b>	<b>48.8</b>
<b>Net income</b>	<b>\$ 420.1</b>	<b>\$ 299.3</b>	<b>\$ 300.9</b>

The following table is a summarized balance sheet of TP Enhanced Fund as of December 31, 2021 and December 31, 2020 and reflects the underlying assets and liabilities of TP Enhanced Fund. This summarized balance sheet is not a breakdown of the Company's proportional interests in the underlying assets and liabilities of TP Enhanced Fund.

<b>TP Enhanced Fund summarized balance sheet</b>	<b>2021</b>	<b>2020</b>
<b>Assets</b>		
Total investments in securities and affiliated funds	\$ 1,623.5	\$ 2,200.9
Cash and cash equivalents	0.1	40.1
Due from brokers	524.0	124.6
Derivative assets, at fair value	46.5	37.0
Interest and dividends receivable	3.1	3.2
Other assets	1.5	3.9
<b>Total assets</b>	<b>\$ 2,198.7</b>	<b>\$ 2,409.7</b>
<b>Liabilities</b>		
Accounts payable and accrued expenses	\$ 1.1	\$ 1.0
Securities sold, not yet purchased, at fair value	290.4	183.0
Securities sold under agreement to repurchase	33.6	5.5
Due to brokers	493.6	894.0
Derivative liabilities, at fair value	8.4	23.7
Withdrawals payable to General Partner	139.5	75.0
Redemptions payable to SiriusPoint	250.0	—
Interest and dividends payable	0.7	0.7
Management fee payable	0.2	0.2
<b>Total liabilities</b>	<b>1,217.5</b>	<b>1,183.1</b>
<b>Total partners' capital</b>	<b>\$ 981.2</b>	<b>\$ 1,226.6</b>

#### *Third Point Venture Offshore Fund I LP*

TP Venture GP controls all of the investment decision-making authority and the Company does not have the power to direct the activities which most significantly impact the economic performance of TP Venture Fund. The Company's maximum exposure to loss corresponds to the value of its investment in TP Venture Fund. See Note 8 for additional information on the Company's investment in TP Venture Fund.

### **13. Loss and loss adjustment expense reserves**

As of December 31, 2021 and 2020, loss and loss adjustment expense reserves in the consolidated balance sheets was comprised of the following:

	<b>2021</b>	<b>2020</b>
Case loss and loss adjustment expense reserves	\$ 1,916.8	\$ 265.6
Incurred but not reported loss and loss adjustment expense reserves	2,868.2	1,043.5
Unallocated loss adjustment expense reserves	55.8	—
Deferred gains on retroactive reinsurance contracts	0.6	1.0
	<b>\$ 4,841.4</b>	<b>\$ 1,310.1</b>

#### **Reserving methodologies**

The Company establishes loss and loss adjustment expense reserves that are estimates of future amounts needed to pay claims and related expenses for events that have already occurred. The Company also obtains reinsurance whereby another reinsurer contractually agrees to indemnify the Company for all or a portion of the insurance or reinsurance risks underwritten by the Company. The Company establishes estimates of amounts recoverable from the reinsurer in a manner consistent with the loss and loss adjustment expense liability associated with the original policies issued, net of an allowance for uncollectible amounts. Net reinsurance loss reserves represent loss and loss adjustment expense reserves reduced by reinsurance recoverable on unpaid losses.

The process of estimating reserves involves a considerable degree of judgment by management and, as of any given date, is inherently uncertain. Based on the above, such uncertainty may be larger relative to the reserves for reinsurance compared to insurance, and certainty may take a longer time to emerge. Upon notification of a loss from an insured (either a ceding company or a primary insured), the Company establishes case reserves, including loss adjustment expense reserves, based upon the Company's share of the amount of reserves reported by the insured and the Company's independent evaluation of the loss.

Generally, initial actuarial estimates of IBNR reserves not related to a specific event are based on the expected loss ratio method applied to each class of business. The Company regularly reviews the adequacy of its recorded reserves by using a variety of generally accepted actuarial methods, including incurred and paid loss development methods and Bornhuetter-Ferguson paid and incurred loss methods. Use of these methods involves key assumptions, including expected loss ratios and paid and incurred loss development factors. Key to the projection of ultimate losses are the selection and weighting of the actuarial methods. Estimates of the initial expected ultimate losses involve management judgment and are based on historical information for that class of business, which includes loss ratios, market conditions, changes in pricing and conditions, underwriting changes, changes in claims emergence and other factors that may influence expected ultimate losses. If actual loss activity differs substantially from expectations, an adjustment to recorded reserves may be warranted. The uncertainties that could lead to these substantial differences are primarily due to the lapse of time to receive the reporting of the claims and the ultimate settlement of the claims; the diversity of development patterns among different lines of business; and the reliance on cedents, managing general underwriters, and brokers for information regarding claims. As time passes, loss reserve estimates for a given year will rely more on actual loss activity and historical patterns than on initial loss ratio assumptions.

#### ***Catastrophe event estimates***

Some of the Company's contracts are exposed to losses from catastrophes (either natural catastrophes or man-made catastrophes). Given the high-severity, low-frequency nature of these events, the losses typically generated from catastrophe events do not lend themselves to traditional actuarial reserving methods, such as those described above. Therefore, our reserving approach for these types of coverages is to estimate the ultimate cost associated with a single loss event rather than analyzing the historical development patterns of past losses for estimating ultimate losses for an entire contract. We estimate our reserves for these catastrophe events on a contract-by-contract basis by means of a review of policies with known or potential exposure to a particular loss event. We consider the following information when making these contract-by-contract estimates of catastrophe event losses: information provided by cedents and brokers; industry loss estimates; our estimated market share; catastrophe model output; and the terms and conditions of the contracts with exposure to those events. Initial estimates are established in the period that a catastrophe event occurs and are then monitored each subsequent quarter, considering the latest information available.

### Roll forward of loss and loss adjustment expense reserves

The following table represents the activity in the loss and loss adjustment expense reserves for the years ended December 31, 2021, 2020 and 2019:

	2021	2020	2019
Gross reserves for loss and loss adjustment expenses, beginning of year	\$ 1,310.1	\$ 1,111.7	\$ 937.2
Less: loss and loss adjustment expenses recoverable, beginning of year	(14.4)	(5.5)	(2.0)
Less: deferred charges on retroactive reinsurance contracts	(6.0)	(6.7)	(3.8)
Net reserves for loss and loss adjustment expenses, beginning of year	1,289.7	1,099.5	931.4
Increase (decrease) in net loss and loss adjustment expenses incurred in respect of losses occurring in:			
Current year <sup>(1)</sup>	1,369.1	431.5	490.0
Prior years	(42.6)	33.8	(86.5)
Total incurred loss and loss adjustment expenses	1,326.5	465.3	403.5
Net loss and loss adjustment expenses paid in respect of losses occurring in:			
Current year	(271.2)	(73.6)	(63.6)
Prior years	(1,178.9)	(209.5)	(188.4)
Total net paid losses	(1,450.1)	(283.1)	(252.0)
Foreign currency translation	(9.2)	8.0	16.6
Amounts acquired as a result of Sirius Group acquisition <sup>(2)</sup>	2,467.8	—	—
Net reserves for loss and loss adjustment expenses, end of year	3,624.7	1,289.7	1,099.5
Plus: loss and loss adjustment expenses recoverable, end of year	1,215.3	14.4	5.5
Plus: deferred charges on retroactive reinsurance contracts <sup>(3)</sup>	1.4	6.0	6.7
Gross reserves for loss and loss adjustment expenses, end of year	<u>\$ 4,841.4</u>	<u>\$ 1,310.1</u>	<u>\$ 1,111.7</u>

(1) Includes \$15.0 million of amortization associated with the fair value adjustment to acquired Sirius Group loss reserves.

(2) Represents the fair value of Sirius Group's reserves for claims and claim expenses, net of reinsurance recoverables, acquired at February 26, 2021. See Note 3 for additional information related to the acquisition of Sirius Group.

(3) Deferred charges on retroactive contracts are recorded in other assets on the Company's consolidated balance sheets.

The Company's prior year reserve development arises from changes to estimates of losses and loss adjustment expenses related to loss events that occurred in previous calendar years.

For the year ended December 31, 2021, the Company recorded \$42.6 million of net favorable prior year loss reserve development. The change from the prior period was driven by:

- \$18.6 million of net favorable prior year reserve development in the Reinsurance segment as a result of better than expected loss reserve emergence on historical property events relating to multiple accident years and better than expected attritional loss experience;
- \$13.5 million of net favorable prior year reserve development in the Insurance & Services segment as a result of better than expected loss experience in A&H for recent accident years; and
- \$10.5 million of net favorable prior year reserve development in Corporate as a result of better than expected loss experience on property and contingency classes moved to runoff in 2021.

The Company underwrites reinsurance contracts that have sliding scale or profit commissions whereby loss reserve development could be offset by changes in acquisition costs that vary inversely with loss experience, which are not reflected in these loss reserve-related amounts.

For the year ended December 31, 2020, the Company recorded \$33.8 million of net adverse prior year loss reserve development. The \$33.8 million net increase in prior years' reserves for the year ended December 31, 2020 includes \$18.8 million increase in loss reserves resulting from increases in premium earnings estimates on certain contracts and \$15.0 million of net adverse reserve development related to increases in loss reserve estimates. In total, the change in net underwriting loss for prior periods due to loss reserve development and adjustments to premium earnings estimates, after the impact of any offsetting changes in acquisition costs as a result of sliding scale or profit commissions, resulted in a \$30.5 million increase in the net underwriting loss for the year ended December 31, 2020. The adverse underwriting loss

development was a result of accumulated loss experience and cedent reserving increases, indicating that underlying casualty loss trends were higher than initial pricing and reserving.

For the year ended December 31, 2019, the Company recorded \$86.5 million of net favorable prior years loss reserve development, which includes \$98.5 million of net favorable reserve development related to decreases in loss reserve estimates, partially offset by a \$12.0 million increase in loss reserves resulting from increases in premium earnings estimates on certain contracts. In total, the change in net underwriting loss for prior periods due to loss reserve development and adjustments to premium earnings estimates, after the impact of any offsetting changes in acquisition costs as a result of sliding scale or profit commissions, resulted in a \$3.7 million improvement in the net underwriting results for the year ended December 31, 2019.

**Incurred and paid development tables by accident year**

The Company manages its business on the basis of two operating segments, Reinsurance and Insurance & Services. The Company has disaggregated its loss information presented in the tables below by line of business in each segment. The Company has presented the below development tables for all accident years shown using exchange rates as at December 31, 2021. All accident years prior to the current year have been restated and presented using the current year exchange rate.

The Company's loss reserve analysis is based primarily on underwriting year data. The preparation of accident year development tables requires an allocation of underwriting year data to the corresponding accident years. For instance, a contract written in one particular underwriting year may have exposure to losses from two or more accident years. These allocations are done using accident year loss payment and reporting patterns, along with premium earnings patterns. These patterns are derived from either company-specific or industry historical loss data, depending on availability and applicability. The Company believes that its allocations are reasonable; however, to the extent that the Company's allocation procedure for loss and loss adjustment expenses incurred differs from actual historical development, the actual loss development may differ materially from the loss development presented.

As described in the roll forward of loss and loss adjustment expense reserves section above, changes in the Company's loss and loss adjustment expense reserves result from both re-estimating loss reserves as well as changes in premium estimates.

**Reinsurance**

The following tables provide a breakdown of the Company's loss and allocated loss adjustment expenses incurred, net and net loss and allocated loss adjustment expenses paid by accident year by line of business for the Company's Reinsurance segment for the year ended December 31, 2021. The information related to loss and allocated loss adjustment expenses incurred, net and net loss and allocated loss adjustment expenses paid for the years ended December 31, 2012 through 2020 is presented as supplementary information and is unaudited:

*Aviation & Space*

Loss and allocated loss adjustment expenses incurred, net												IBNR loss and ALAE reserves, net
Accident year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021		
	<----- Unaudited ----->											
2012	\$ 34.7	\$ 33.5	\$ 29.3	\$ 27.3	\$ 27.5	\$ 28.6	\$ 28.7	\$ 27.7	\$ 28.0	\$ 27.9	\$ (0.2)	
2013	—	38.7	34.7	31.6	30.3	31.2	31.3	31.4	31.1	31.8	(0.3)	
2014	—	—	32.3	34.9	31.5	30.5	30.3	28.8	30.4	29.7	(2.8)	
2015	—	—	—	35.1	31.4	35.4	34.4	33.7	33.9	34.8	1.2	
2016	—	—	—	—	32.0	32.3	33.3	35.7	35.3	35.5	(0.6)	
2017	—	—	—	—	—	33.9	43.0	44.3	45.8	46.2	(0.1)	
2018	—	—	—	—	—	—	48.0	50.6	58.6	61.1	3.3	
2019	—	—	—	—	—	—	—	60.7	72.2	76.4	6.9	
2020	—	—	—	—	—	—	—	—	39.9	41.8	9.5	
2021	—	—	—	—	—	—	—	—	—	42.0	28.9	
<b>Total</b>										<u>\$ 427.2</u>	<u>\$ 45.8</u>	

Cumulative net losses and allocated loss adjustment expenses paid												
Accident year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021		
	<----- Unaudited ----->											
2012	\$ 7.0	\$ 17.6	\$ 21.8	\$ 23.7	\$ 26.4	\$ 27.3	\$ 27.8	\$ 27.5	\$ 27.9	\$ 28.1		
2013	—	12.5	18.4	22.4	25.0	26.7	27.4	28.8	28.9	29.8		
2014	—	—	6.3	14.6	20.1	22.4	24.0	24.7	26.2	25.8		
2015	—	—	—	9.0	18.5	24.5	30.9	32.4	33.2	33.8		
2016	—	—	—	—	7.7	19.5	26.6	29.0	32.4	33.6		
2017	—	—	—	—	—	9.0	23.7	32.6	35.9	39.5		
2018	—	—	—	—	—	—	14.3	27.5	36.9	42.6		
2019	—	—	—	—	—	—	—	8.4	22.7	32.8		
2020	—	—	—	—	—	—	—	—	10.9	22.3		
2021	—	—	—	—	—	—	—	—	—	6.5		
<b>Total</b>										<u>\$ 294.8</u>		
											Net reserves for loss and allocated loss adjustment expenses from 2012 to 2021	132.4
											Net reserves for loss and allocated loss adjustment expenses prior to 2012	0.4
											Aviation & Space - net reserves for loss and allocated loss adjustment expenses, end of year	<u>\$ 132.8</u>

Casualty

Loss and allocated loss adjustment expenses incurred, net

Accident year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	IBNR loss and ALAE reserves, net
	←----- Unaudited ----->										
2012	\$ 17.6	\$ 17.1	\$ 17.3	\$ 17.8	\$ 17.7	\$ 17.6	\$ 17.8	\$ 17.8	\$ 17.9	\$ 17.7	\$ —
2013	—	72.1	53.4	57.9	57.9	57.9	57.8	57.4	57.6	57.0	—
2014	—	—	178.7	178.6	182.8	172.1	173.3	172.4	173.0	172.4	1.9
2015	—	—	—	225.2	258.8	239.9	240.5	240.8	243.3	243.3	8.9
2016	—	—	—	—	272.8	270.0	268.5	265.3	268.2	268.8	18.2
2017	—	—	—	—	—	248.7	256.3	258.1	262.6	265.7	39.2
2018	—	—	—	—	—	—	318.6	341.9	348.9	351.8	92.1
2019	—	—	—	—	—	—	—	390.1	425.3	443.2	193.4
2020	—	—	—	—	—	—	—	—	379.5	418.6	286.7
2021	—	—	—	—	—	—	—	—	—	354.2	292.0
<b>Total</b>										<u>\$ 2,592.7</u>	<u>\$ 932.4</u>

Cumulative net losses and allocated loss adjustment expenses paid

Accident year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021		
	←----- Unaudited ----->											
2012	\$ 5.7	\$ 10.7	\$ 14.5	\$ 16.0	\$ 16.6	\$ 16.3	\$ 16.7	\$ 17.1	\$ 17.4	\$ 17.4		
2013	—	11.3	27.8	40.4	46.8	51.4	53.6	55.0	55.4	56.0		
2014	—	—	51.1	128.5	148.6	154.1	161.8	165.0	166.9	167.9		
2015	—	—	—	76.4	161.4	187.1	204.2	213.9	221.9	226.7		
2016	—	—	—	—	73.6	173.9	199.7	216.2	227.9	236.1		
2017	—	—	—	—	—	83.8	138.9	160.7	184.1	202.9		
2018	—	—	—	—	—	—	58.1	112.3	152.7	213.5		
2019	—	—	—	—	—	—	—	46.0	117.0	182.5		
2020	—	—	—	—	—	—	—	—	38.1	66.1		
2021	—	—	—	—	—	—	—	—	—	30.6		
<b>Total</b>										<u>\$ 1,399.7</u>		
											Net reserves for loss and allocated loss adjustment expenses from 2012 to 2021	1,193.0
											Net reserves for loss and allocated loss adjustment expenses prior to 2012	21.5
											Casualty - net reserves for loss and allocated loss adjustment expenses, end of year	<u>\$ 1,214.5</u>

Contingency

Loss and allocated loss adjustment expenses incurred, net													IBNR loss and ALAE reserves, net
Accident year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021			
	<----- Unaudited ----->												
2012	\$ 0.3	\$ 0.2	\$ 0.1	\$ 0.2	\$ 0.2	\$ 0.2	\$ 0.2	\$ 0.2	\$ 0.2	\$ 0.2	\$ 0.1	\$ —	
2013	—	0.1	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.1	
2014	—	—	—	—	—	—	—	—	—	—	—	—	
2015	—	—	—	—	—	—	—	—	—	—	—	—	
2016	—	—	—	—	—	—	—	—	—	—	—	—	
2017	—	—	—	—	—	0.7	0.7	1.3	1.0	1.0	1.0	0.1	
2018	—	—	—	—	—	—	1.6	2.0	1.7	1.8	1.8	0.2	
2019	—	—	—	—	—	—	—	2.0	2.0	2.0	2.0	0.2	
2020	—	—	—	—	—	—	—	—	21.3	20.1	20.1	3.8	
2021	—	—	—	—	—	—	—	—	—	9.7	9.7	5.9	
<b>Total</b>										<u>\$ 35.1</u>	<u>\$ 10.3</u>		
Cumulative net losses and allocated loss adjustment expenses paid													
Accident year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021			
	<----- Unaudited ----->												
2012	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	
2013	—	—	0.1	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	
2014	—	—	—	—	—	—	—	—	—	—	—	—	
2015	—	—	—	—	—	—	—	—	—	—	—	—	
2016	—	—	—	—	—	—	—	—	—	—	—	—	
2017	—	—	—	—	—	—	0.3	0.6	0.8	0.8	0.8	0.8	
2018	—	—	—	—	—	—	—	0.9	1.5	1.6	1.6	1.6	
2019	—	—	—	—	—	—	—	(0.1)	1.2	1.3	1.3	1.3	
2020	—	—	—	—	—	—	—	—	7.2	10.3	10.3	10.3	
2021	—	—	—	—	—	—	—	—	—	4.3	4.3	4.3	
<b>Total</b>										<u>\$ 18.5</u>			
												Net reserves for loss and allocated loss adjustment expenses from 2012 to 2021	16.6
												Net reserves for loss and allocated loss adjustment expenses prior to 2012	1.8
												Contingency - net reserves for loss and allocated loss adjustment expenses, end of year	<u>\$ 18.4</u>

Credit & Bond

Loss and allocated loss adjustment expenses incurred, net

Accident year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	IBNR loss and ALAE reserves, net
	<----- Unaudited ----->										
2012	\$ 34.9	\$ 35.1	\$ 33.3	\$ 33.4	\$ 32.9	\$ 32.8	\$ 32.5	\$ 32.1	\$ 31.9	\$ 32.0	\$ 0.1
2013	—	30.6	29.3	28.2	27.8	28.7	28.3	28.5	28.6	29.1	0.6
2014	—	—	26.3	25.8	26.3	24.2	23.2	22.9	22.8	23.1	(2.1)
2015	—	—	—	24.7	24.2	23.2	21.5	20.5	19.9	19.9	0.4
2016	—	—	—	—	20.2	18.5	18.0	17.1	16.7	17.0	0.8
2017	—	—	—	—	—	25.1	25.6	24.4	22.9	22.8	4.5
2018	—	—	—	—	—	—	31.7	32.1	31.1	31.2	3.5
2019	—	—	—	—	—	—	—	41.9	39.9	39.0	6.6
2020	—	—	—	—	—	—	—	—	45.6	41.6	14.5
2021	—	—	—	—	—	—	—	—	—	23.3	14.2
<b>Total</b>										<u>\$ 279.0</u>	<u>\$ 43.1</u>

Cumulative net losses and allocated loss adjustment expenses paid

Accident year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021		
	<----- Unaudited ----->											
2012	\$ 14.8	\$ 26.9	\$ 31.1	\$ 31.9	\$ 32.2	\$ 32.1	\$ 32.1	\$ 32.1	\$ 32.0	\$ 31.8		
2013	—	11.6	19.9	23.0	24.2	24.9	25.1	25.2	25.3	25.5		
2014	—	—	7.9	14.1	18.6	20.6	21.3	21.6	21.6	21.7		
2015	—	—	—	4.8	13.1	17.4	18.7	18.7	18.7	18.6		
2016	—	—	—	—	5.5	10.7	13.6	14.7	15.1	15.4		
2017	—	—	—	—	—	4.0	10.4	14.7	15.8	16.2		
2018	—	—	—	—	—	—	8.3	17.8	23.3	24.6		
2019	—	—	—	—	—	—	—	10.1	21.4	27.5		
2020	—	—	—	—	—	—	—	—	18.8	20.9		
2021	—	—	—	—	—	—	—	—	—	4.5		
<b>Total</b>										<u>\$ 206.7</u>		
											Net reserves for loss and allocated loss adjustment expenses from 2012 to 2021	72.3
											Net reserves for loss and allocated loss adjustment expenses prior to 2012	4.6
											Credit & Bond - net reserves for loss and allocated loss adjustment expenses, end of year	<u>\$ 76.9</u>

Marine & Energy

Loss and allocated loss adjustment expenses incurred, net

Accident year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	IBNR loss and ALAE reserves, net
	<----- Unaudited ----->										
2012	\$ 15.3	\$ 17.0	\$ 18.2	\$ 18.9	\$ 19.2	\$ 19.2	\$ 19.1	\$ 18.9	\$ 18.9	\$ 18.9	\$ 0.7
2013	—	21.0	18.7	17.5	16.7	16.3	16.3	16.4	16.5	16.1	0.5
2014	—	—	22.4	21.1	19.4	18.1	17.5	18.2	18.2	18.2	(0.2)
2015	—	—	—	27.8	30.0	27.8	27.3	27.1	27.5	27.5	(0.1)
2016	—	—	—	—	30.5	28.9	25.2	25.0	25.1	25.0	0.1
2017	—	—	—	—	—	35.0	30.8	29.9	32.3	31.9	1.3
2018	—	—	—	—	—	—	19.5	21.2	21.1	20.9	1.4
2019	—	—	—	—	—	—	—	19.0	19.4	19.7	3.9
2020	—	—	—	—	—	—	—	—	20.5	18.6	6.2
2021	—	—	—	—	—	—	—	—	—	25.2	16.8
<b>Total</b>										<u>\$ 222.0</u>	<u>\$ 30.6</u>

Cumulative net losses and allocated loss adjustment expenses paid

Accident year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021		
	<----- Unaudited ----->											
2012	\$ 3.7	\$ 8.5	\$ 12.5	\$ 14.2	\$ 15.3	\$ 16.6	\$ 17.2	\$ 18.0	\$ 18.0	\$ 18.0		
2013	—	2.7	8.6	11.6	13.0	13.2	13.4	13.7	13.7	13.7		
2014	—	—	4.0	10.2	13.8	15.1	15.7	15.7	16.7	16.7		
2015	—	—	—	3.1	10.4	20.3	24.7	25.8	26.5	26.6		
2016	—	—	—	—	6.1	14.6	18.0	20.6	22.6	23.6		
2017	—	—	—	—	—	5.0	13.4	19.7	24.0	25.7		
2018	—	—	—	—	—	—	3.0	9.2	15.0	15.8		
2019	—	—	—	—	—	—	—	2.6	7.6	10.6		
2020	—	—	—	—	—	—	—	—	2.1	6.6		
2021	—	—	—	—	—	—	—	—	—	2.0		
<b>Total</b>										<u>\$ 159.3</u>		
											Net reserves for loss and allocated loss adjustment expenses from 2012 to 2021	62.7
											Net reserves for loss and allocated loss adjustment expenses prior to 2012	2.1
											Marine & Energy - net reserves for loss and allocated loss adjustment expenses, end of year	<u>\$ 64.8</u>

Mortgage

Loss and allocated loss adjustment expenses incurred, net

Accident year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	IBNR loss and ALAE reserves, net
	<----- Unaudited ----->										
2012	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
2013	—	0.3	0.3	0.1	0.1	0.1	0.1	0.1	0.1	0.1	—
2014	—	—	3.5	0.6	0.6	0.6	0.6	0.6	0.6	0.6	—
2015	—	—	—	1.6	1.6	1.6	1.7	0.8	0.8	0.8	—
2016	—	—	—	—	5.8	5.5	5.8	1.4	2.2	1.9	—
2017	—	—	—	—	—	7.9	8.3	2.1	3.0	2.6	0.5
2018	—	—	—	—	—	—	11.1	4.2	5.4	4.9	1.3
2019	—	—	—	—	—	—	—	6.9	8.7	8.0	2.5
2020	—	—	—	—	—	—	—	—	11.9	11.8	5.8
2021	—	—	—	—	—	—	—	—	—	11.1	6.9
<b>Total</b>										<u>\$ 41.8</u>	<u>\$ 17.0</u>

Cumulative net losses and allocated loss adjustment expenses paid

Accident year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021		
	<----- Unaudited ----->											
2012	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —		
2013	—	—	—	0.1	0.1	0.1	0.1	0.1	0.1	0.1		
2014	—	—	—	0.6	0.6	0.6	0.6	0.6	0.6	0.6		
2015	—	—	—	0.3	0.5	0.7	0.7	0.8	0.8	0.8		
2016	—	—	—	—	0.1	0.5	0.8	1.0	1.0	1.0		
2017	—	—	—	—	—	0.1	0.7	1.0	1.1	1.0		
2018	—	—	—	—	—	—	0.3	1.2	1.3	1.4		
2019	—	—	—	—	—	—	—	0.8	1.6	1.8		
2020	—	—	—	—	—	—	—	—	1.4	1.5		
2021	—	—	—	—	—	—	—	—	—	1.1		
<b>Total</b>										<u>\$ 9.3</u>		
											Net reserves for loss and allocated loss adjustment expenses from 2012 to 2021	32.5
											Net reserves for loss and allocated loss adjustment expenses prior to 2012	(0.1)
											Mortgage - net reserves for loss and allocated loss adjustment expenses, end of year	<u>\$ 32.4</u>

Property

Loss and allocated loss adjustment expenses incurred, net

Accident year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	IBNR loss and ALAE reserves, net
	<----- Unaudited ----->										
2012	\$ 314.1	\$ 300.8	\$ 289.8	\$ 283.0	\$ 280.2	\$ 275.2	\$ 275.4	\$ 276.2	\$ 276.9	\$ 276.0	\$ 1.1
2013	—	232.6	256.7	245.5	242.2	240.8	240.5	239.8	240.2	239.5	0.6
2014	—	—	206.7	211.6	209.4	213.7	213.9	213.6	213.1	213.4	1.7
2015	—	—	—	217.2	214.6	218.4	218.9	217.5	217.3	217.5	2.5
2016	—	—	—	—	294.3	295.0	296.9	297.1	295.0	294.2	3.3
2017	—	—	—	—	—	462.9	506.2	516.2	521.9	521.5	19.0
2018	—	—	—	—	—	—	474.7	535.5	542.8	535.8	18.5
2019	—	—	—	—	—	—	—	542.5	526.8	525.1	37.7
2020	—	—	—	—	—	—	—	—	577.4	569.9	188.3
2021	—	—	—	—	—	—	—	—	—	602.7	285.3
<b>Total</b>										<u>\$ 3,995.6</u>	<u>\$ 558.0</u>

Cumulative net losses and allocated loss adjustment expenses paid

Accident year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021		
	<----- Unaudited ----->											
2012	\$ 46.6	\$ 207.7	\$ 241.1	\$ 253.5	\$ 259.1	\$ 263.2	\$ 265.2	\$ 268.4	\$ 268.9	\$ 270.5		
2013	—	56.7	171.6	212.0	224.8	229.5	231.3	233.0	234.3	234.3		
2014	—	—	50.4	141.5	177.1	194.5	201.0	205.1	206.0	206.9		
2015	—	—	—	53.1	147.2	181.7	198.0	206.6	208.9	211.0		
2016	—	—	—	—	63.8	191.7	244.9	268.8	280.2	284.2		
2017	—	—	—	—	—	88.0	315.9	404.3	460.3	472.7		
2018	—	—	—	—	—	—	69.3	330.7	428.4	461.1		
2019	—	—	—	—	—	—	—	68.4	305.8	400.4		
2020	—	—	—	—	—	—	—	—	77.7	225.5		
2021	—	—	—	—	—	—	—	—	—	66.3		
<b>Total</b>										<u>\$ 2,832.9</u>		
											Net reserves for loss and allocated loss adjustment expenses from 2012 to 2021	1,162.7
											Net reserves for loss and allocated loss adjustment expenses prior to 2012	33.0
											Property - net reserves for loss and allocated loss adjustment expenses, end of year	<u>\$ 1,195.7</u>

**Insurance & Services**

The following tables provide a breakdown of the Company's loss and allocated loss adjustment expenses incurred, net and net loss and allocated loss adjustment expenses paid by accident year by line of business for the Company's Insurance & Services segment for the year ended December 31, 2021. The information related to loss and allocated loss adjustment expenses incurred, net and net loss and allocated loss adjustment expenses paid for the years ended December 31, 2012 through 2020 is presented as supplementary information and is unaudited:

A&H

<b>Loss and allocated loss adjustment expenses incurred, net</b>												<b>IBNR loss and ALAE reserves, net</b>		
<b>Accident year</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>				
	<----- Unaudited ----->													
<b>2012</b>	\$ 164.2	\$ 161.0	\$ 148.7	\$ 148.0	\$ 147.7	\$ 147.6	\$ 147.5	\$ 147.3	\$ 147.3	\$ 147.3	\$ 147.3	\$ (0.1)		
<b>2013</b>	—	126.3	124.2	119.7	119.2	118.5	117.7	117.6	117.4	117.5	—			
<b>2014</b>	—	—	131.4	132.5	130.9	130.8	129.9	129.9	129.8	129.9	0.1			
<b>2015</b>	—	—	—	153.9	149.7	146.3	145.0	144.6	144.6	144.7	0.3			
<b>2016</b>	—	—	—	—	174.8	174.4	170.3	168.8	168.6	168.1	2.3			
<b>2017</b>	—	—	—	—	—	178.4	174.6	168.0	165.7	165.5	(0.5)			
<b>2018</b>	—	—	—	—	—	—	202.3	209.9	207.7	205.9	(1.2)			
<b>2019</b>	—	—	—	—	—	—	—	277.1	272.1	263.2	0.8			
<b>2020</b>	—	—	—	—	—	—	—	—	313.2	307.3	56.4			
<b>2021</b>	—	—	—	—	—	—	—	—	—	224.3	85.1			
<b>Total</b>										<u>\$ 1,873.7</u>	<u>\$ 143.2</u>			
<b>Cumulative net losses and allocated loss adjustment expenses paid</b>														
<b>Accident year</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>				
	<----- Unaudited ----->													
<b>2012</b>	\$ 72.5	\$ 136.9	\$ 147.0	\$ 147.3	\$ 147.5	\$ 147.5	\$ 147.5	\$ 147.5	\$ 147.5	\$ 147.5	\$ 147.5			
<b>2013</b>	—	54.7	104.5	115.0	116.4	117.7	117.1	117.1	117.1	117.1	117.1			
<b>2014</b>	—	—	59.4	111.6	125.1	126.8	126.8	127.5	127.6	127.7	127.7			
<b>2015</b>	—	—	—	75.8	130.4	141.9	143.6	143.9	144.0	144.0	144.0			
<b>2016</b>	—	—	—	—	99.0	151.5	163.3	165.2	165.7	165.4	165.4			
<b>2017</b>	—	—	—	—	—	58.8	149.8	162.6	163.5	163.8	163.8			
<b>2018</b>	—	—	—	—	—	—	89.4	189.4	206.3	207.4	207.4			
<b>2019</b>	—	—	—	—	—	—	—	129.8	237.6	254.6	254.6			
<b>2020</b>	—	—	—	—	—	—	—	—	105.4	247.7	247.7			
<b>2021</b>	—	—	—	—	—	—	—	—	—	121.2	121.2			
<b>Total</b>										<u>\$ 1,696.4</u>				
												Net reserves for loss and allocated loss adjustment expenses from 2012 to 2021	177.3	
													Net reserves for loss and allocated loss adjustment expenses prior to 2012	(0.5)
													A&H - net reserves for loss and allocated loss adjustment expenses, end of year	<u>\$ 176.8</u>

Environmental

Loss and allocated loss adjustment expenses incurred, net

Accident year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	IBNR loss and ALAE reserves, net
	<----- Unaudited ----->										
2012	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
2013	—	—	—	—	—	—	—	—	—	—	—
2014	—	—	—	—	—	—	—	—	—	—	—
2015	—	—	—	—	—	—	—	—	—	—	—
2016	—	—	—	—	—	—	—	—	—	—	—
2017	—	—	—	—	—	—	—	—	—	—	—
2018	—	—	—	—	—	—	0.4	0.1	0.1	0.1	—
2019	—	—	—	—	—	—	—	4.5	4.6	2.7	(1.9)
2020	—	—	—	—	—	—	—	—	3.6	3.2	2.8
2021	—	—	—	—	—	—	—	—	—	4.7	3.6
<b>Total</b>										<u>\$ 10.7</u>	<u>\$ 4.5</u>

Cumulative net losses and allocated loss adjustment expenses paid

Accident year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
	<----- Unaudited ----->									
2012	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
2013	—	—	—	—	—	—	—	—	—	—
2014	—	—	—	—	—	—	—	—	—	—
2015	—	—	—	—	—	—	—	—	—	—
2016	—	—	—	—	—	—	—	—	—	—
2017	—	—	—	—	—	—	—	—	—	—
2018	—	—	—	—	—	—	—	—	0.1	0.1
2019	—	—	—	—	—	—	—	—	0.9	1.8
2020	—	—	—	—	—	—	—	—	—	0.3
2021	—	—	—	—	—	—	—	—	—	—
<b>Total</b>										<u>\$ 2.2</u>

Net reserves for loss and allocated loss adjustment expenses from 2012 to 2021 8.5

Net reserves for loss and allocated loss adjustment expenses prior to 2012 —

Environmental - net reserves for loss and allocated loss adjustment expenses, end of year \$ 8.5

Workers' Compensation

Loss and allocated loss adjustment expenses incurred, net

Accident year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	IBNR loss and ALAE reserves, net
	<----- Unaudited ----->										
2012	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
2013	—	—	—	—	—	—	—	—	—	—	—
2014	—	—	—	—	—	—	—	—	—	—	—
2015	—	—	—	—	—	—	—	—	—	—	—
2016	—	—	—	—	—	—	—	—	—	—	—
2017	—	—	—	—	—	—	—	—	—	—	—
2018	—	—	—	—	—	—	1.5	1.5	1.1	1.2	0.6
2019	—	—	—	—	—	—	—	18.6	16.6	15.7	2.8
2020	—	—	—	—	—	—	—	—	45.8	46.9	11.3
2021	—	—	—	—	—	—	—	—	—	94.9	61.3
<b>Total</b>										<u>\$ 158.7</u>	<u>\$ 76.0</u>

Cumulative net losses and allocated loss adjustment expenses paid

Accident year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	
	<----- Unaudited ----->										
2012	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	
2013	—	—	—	—	—	—	—	—	—	—	
2014	—	—	—	—	—	—	—	—	—	—	
2015	—	—	—	—	—	—	—	—	—	—	
2016	—	—	—	—	—	—	—	—	—	—	
2017	—	—	—	—	—	—	—	—	—	—	
2018	—	—	—	—	—	—	—	0.2	0.3	0.4	
2019	—	—	—	—	—	—	—	1.3	6.8	10.0	
2020	—	—	—	—	—	—	—	—	4.2	19.7	
2021	—	—	—	—	—	—	—	—	—	10.4	
<b>Total</b>										<u>\$ 40.5</u>	
										Net reserves for loss and allocated loss adjustment expenses from 2012 to 2021	118.2
										Net reserves for loss and allocated loss adjustment expenses prior to 2012	—
										Workers' Compensation - net reserves for loss and allocated loss adjustment expenses, end of year	<u>\$ 118.2</u>

Other

Loss and allocated loss adjustment expenses incurred, net

Accident year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	IBNR loss and ALAE reserves, net
	<----- Unaudited ----->										
2012	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
2013	—	—	—	—	—	—	—	—	—	—	—
2014	—	—	—	—	—	—	—	—	—	—	—
2015	—	—	—	—	—	—	—	—	—	—	—
2016	—	—	—	—	—	—	—	—	—	—	—
2017	—	—	—	—	—	—	—	—	—	—	—
2018	—	—	—	—	—	—	—	—	—	—	—
2019	—	—	—	—	—	—	—	—	—	—	—
2020	—	—	—	—	—	—	—	—	2.6	2.3	1.4
2021	—	—	—	—	—	—	—	—	—	62.5	59.9
<b>Total</b>										<u>\$ 64.8</u>	<u>\$ 61.3</u>

Cumulative net losses and allocated loss adjustment expenses paid

Accident year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021		
	<----- Unaudited ----->											
2012	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —		
2013	—	—	—	—	—	—	—	—	—	—		
2014	—	—	—	—	—	—	—	—	—	—		
2015	—	—	—	—	—	—	—	—	—	—		
2016	—	—	—	—	—	—	—	—	—	—		
2017	—	—	—	—	—	—	—	—	—	—		
2018	—	—	—	—	—	—	—	—	—	—		
2019	—	—	—	—	—	—	—	—	—	—		
2020	—	—	—	—	—	—	—	—	0.4	0.8		
2021	—	—	—	—	—	—	—	—	—	1.5		
<b>Total</b>										<u>\$ 2.3</u>		
											Net reserves for loss and allocated loss adjustment expenses from 2012 to 2021	62.5
											Net reserves for loss and allocated loss adjustment expenses prior to 2012	—
											Other - net reserves for loss and allocated loss adjustment expenses, end of year	<u>\$ 62.5</u>

### Reconciliation of loss development information to loss and loss adjustment expense reserves

The following table provides a reconciliation of the Company's loss and loss adjustment expense reserves as of December 31, 2021:

	2021
<b>Net reserves for loss and allocated loss adjustment expenses</b>	
<b>Reinsurance</b>	
Aviation & Space	\$ 132.8
Casualty	1,214.5
Contingency	18.4
Credit & Bond	76.9
Marine & Energy	64.8
Mortgage	32.4
Property	1,195.7
<b>Insurance &amp; Services</b>	
A&H	176.8
Environmental	8.5
Workers' Compensation	118.2
Other	62.5
<b>Corporate</b> <sup>(1)</sup>	402.1
Net reserves for loss and allocated loss adjustment expenses, end of year	3,503.6
<b>Loss and allocated loss adjustment expenses recoverable</b>	
<b>Reinsurance</b>	
Aviation & Space	42.1
Casualty	10.1
Credit & Bond	9.9
Marine & Energy	8.3
Mortgage	2.8
Property	547.3
<b>Insurance &amp; Services</b>	
A&H	64.4
Environmental	6.8
Workers' Compensation	10.2
Other	44.5
<b>Corporate</b>	468.9
Total loss and allocated loss adjustment expenses recoverable	1,215.3
Unallocated loss adjustment expense reserves	55.8
Other items, net <sup>(2)</sup>	65.3
Deferred charges on retroactive reinsurance contracts	1.4
<b>Gross reserves for loss and loss adjustment expenses, end of year</b>	<b>\$ 4,841.4</b>

(1) Corporate includes the results of all runoff business and is not presented in the loss development tables.

(2) Includes fair value adjustments associated with the acquisition of Sirius Group.

### Cumulative claims frequency

The reporting of cumulative claims frequency for the reserve classes within the Reinsurance and Insurance & Services segments are deemed to be impracticable as the information necessary to provide cumulative claims frequency for these reserve classes is not available to the Company. The underlying claim count is not provided for most reinsurance contracts written on a quote share or aggregate loss basis, and certain MGAs report data to the Company in an aggregate format and therefore the information necessary to provide cumulative claims is not available.

### Claims duration

The following table is presented as supplementary information and presents the Company's historical average annual percentage payout of loss and loss adjustment expenses incurred, net by age, as of December 31, 2021:

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
(Unaudited)										
<b>Reinsurance</b>										
Aviation & Space	21.5 %	25.8 %	16.1 %	9.2 %	7.1 %	2.7 %	3.2 %	(0.8)%	2.2 %	1.0 %
Casualty	18.3 %	22.0 %	11.9 %	9.5 %	5.2 %	2.8 %	1.7 %	0.7 %	1.4 %	(0.3)%
Contingency	32.3 %	22.6 %	20.6 %	8.7 %	4.0 %	0.6 %	2.0 %	— %	1.0 %	— %
Credit & Bond	32.3 %	27.2 %	16.3 %	5.0 %	1.8 %	0.5 %	0.1 %	0.1 %	0.3 %	(0.5)%
Marine & Energy	15.5 %	28.9 %	21.9 %	10.4 %	5.0 %	3.0 %	2.5 %	1.6 %	0.2 %	(0.1)%
Mortgage	10.2 %	11.4 %	5.7 %	3.5 %	— %	(0.6)%	(0.1)%	(0.1)%	— %	— %
Property	16.0 %	43.1 %	16.9 %	7.5 %	2.8 %	1.3 %	0.7 %	0.8 %	0.1 %	0.6 %
<b>Insurance &amp; Services</b>										
A&H	46.2 %	43.3 %	7.7 %	0.8 %	0.3 %	— %	— %	— %	— %	— %
Environmental	1.0 %	19.9 %	35.1 %	3.6 %	— %	— %	— %	— %	— %	— %
Workers' Compensation	10.0 %	33.2 %	19.8 %	6.9 %	— %	— %	— %	— %	— %	— %
Other	2.9 %	16.3 %	2.0 %	— %	— %	— %	— %	— %	— %	— %

### 14. Third party reinsurance

In the normal course of business, the Company seeks to protect its businesses from losses due to concentration of risk and losses arising from catastrophic events by reinsuring with third-party reinsurers. Additionally, retrocession can be used as a mechanism to share the risks and rewards of business written and therefore can be used as a tool to align the Company's interests with those of its counterparties. The Company remains liable for risks reinsured in the event that the reinsurer does not honor its obligations under reinsurance contracts.

The following tables provide a breakdown of the Company's written and earned premiums and loss and loss adjustment expenses from direct business, reinsurance assumed and reinsurance ceded for the years ended December 31, 2021, 2020 and 2019:

	2021	2020	2019
<b>Written premiums:</b>			
Direct	\$ 718.0	\$ 19.0	\$ —
Assumed	1,518.5	569.5	668.4
Gross premiums written	2,236.5	588.5	668.4
Ceded	(502.3)	(46.3)	(11.4)
Net premiums written	\$ 1,734.2	\$ 542.2	\$ 657.0
<b>Premiums earned:</b>			
Direct	\$ 600.8	\$ 1.0	\$ —
Assumed	1,598.5	638.8	710.0
Gross premiums earned	2,199.3	639.8	710.0
Ceded	(482.3)	(29.0)	(9.9)
Net premiums earned	\$ 1,717.0	\$ 610.8	\$ 700.1

	2021	2020	2019
Loss and loss adjustment expense:			
Direct	\$ 349.3	\$ 0.8	\$ —
Assumed	1,506.1	483.2	407.5
Loss and loss adjustment expense incurred	1,855.4	484.0	407.5
Ceded	(528.9)	(18.7)	(4.0)
Loss and loss adjustment expense incurred, net	<u>\$ 1,326.5</u>	<u>\$ 465.3</u>	<u>\$ 403.5</u>

Because retrocessional reinsurance contracts do not relieve the Company of its obligation to its insureds, the collectability of balances due from the Company's reinsurers is important to its financial strength. The Company monitors the financial strength and ratings of retrocessionaires on an ongoing basis. As of December 31, 2021, the Company had loss and loss adjustment expenses recoverable of \$1,215.3 million (December 31, 2020 - \$14.4 million). Loss and loss adjustment expenses recoverable from the retrocessionaire are recorded as assets.

The following tables provide a listing of the Company's loss and loss adjustment expenses recoverable by the reinsurer's S&P rating and the percentage of total recoverables as of December 31, 2021 and 2020. With certain reinsurers if S&P's rating was not available, an equivalent AM Best rating was used.

December 31, 2021				
Rating <sup>(1)(2)</sup>	Gross	Collateral	Net	% of Net Total
AA	\$ 149.5	\$ 1.7	\$ 147.8	22.6 %
A	360.8	16.0	344.8	52.6 %
BBB or lower	212.3	130.5	81.8	12.5 %
Not rated	492.7	412.0	80.7	12.3 %
Total	<u>\$ 1,215.3</u>	<u>\$ 560.2</u>	<u>\$ 655.1</u>	<u>100.0 %</u>

December 31, 2020				
Rating <sup>(1)(2)</sup>	Gross	Collateral	Net	% of Net Total
AAA	\$ 0.2	\$ —	\$ 0.2	2.8 %
AA	0.3	—	0.3	4.2 %
A	2.5	—	2.5	34.7 %
Not rated	11.4	7.2	4.2	58.3 %
Total	<u>\$ 14.4</u>	<u>\$ 7.2</u>	<u>\$ 7.2</u>	<u>100.0 %</u>

(1) S&P's ratings as detailed above are: "AAA" (Extremely Strong), "AA" (Very strong), "A" (Strong) and "BBB" (Adequate).

(2) Not rated represents reinsurers who are not rated by either S&P or AM. Best. Included in the "Not rated" category as of December 31, 2021 is \$355.9 million related to Pallas Reinsurance Ltd. as a result of the LPT, amount is fully collateralized.

The following tables provide a listing of the five highest loss and loss adjustment expenses recoverable by reinsurer, along with percentage of total recoverable amount, the reinsurer's S&P's reinsurer rating and the percentage that the recoverable is collateralized as of December 31, 2021 and 2020:

December 31, 2021				
Reinsurer:	Balance	% of Total	S&P rating	% Collateralized
Pallas Reinsurance Company Ltd.	\$ 355.9	29.3 %	Not rated	100.0 %
General Insurance Corporation of India <sup>(1)</sup>	140.9	11.6 %	BBB	89.4 %
Swiss Reinsurance Company, Ltd.	34.8	2.9 %	AA-	13.4 %
Argo Capital Group Ltd.	28.6	2.4 %	Not rated	100.0 %
Lloyd's of London	\$ 27.4	2.3 %	A+	51.8 %

(1) Reflects an AM Best rating of "B++" (Good).

	December 31, 2020			
	Balance	% of Total	S&P rating	% Collateralized
Reinsurer:				
WestCongress Reinsurance Company, Ltd	\$ 8.6	59.7 %	Not Rated	84.4 %
RH Solutions Insurance (Cayman) Ltd.	2.8	19.4 %	Not Rated	— %
Ascot Reinsurance Company Limited	2.4	16.7 %	A	— %
Arch Reinsurance Ltd	0.2	1.4 %	AA-	— %
National Indemnity Company	\$ 0.2	1.4 %	AAA	— %

### 15. Allowance for expected credit losses

The Company is exposed to credit losses primarily through sales of its insurance and reinsurance products and services. The financial assets in scope of the current expected credit losses impairment model primarily include the Company's insurance and reinsurance balances receivable and loss and loss adjustment expenses recoverable. The Company pools these amounts by counterparty credit rating and applies a credit default rate that is determined based on the studies published by the rating agencies (e.g., AM Best, S&P). In circumstances where ratings are unavailable, the Company applies an internally developed default rate based on historical experience, reference data including research publications, and other relevant inputs.

The Company's assets in scope of the current expected credit loss assessment as of December 31, 2021 and December 31, 2020 are as follows:

	December 31,	
	2021	December 31, 2020
Insurance and reinsurance balances receivable, net <sup>(1)</sup>	\$ 1,708.2	\$ 441.9
Loss and loss adjustment expenses recoverable, net	1,215.3	14.4
Other assets <sup>(2)</sup>	14.5	—
Total assets in scope	<u>\$ 2,938.0</u>	<u>\$ 456.3</u>

(1) No counterparty represented more than 10% of the Company's total insurance and reinsurance balances receivable as of December 31, 2021.

(2) Relates to MGA trade receivables included in other assets in the Company's consolidated balance sheets.

The Company's allowance for expected credit losses was \$21.6 million and \$0.6 million as of December 31, 2021 and December 31, 2020, respectively. For the year ended December 31, 2021, the Company recorded current expected credit losses of \$21.0 million (2020 - \$0.6 million and 2019 - \$nil). The Company recognized the allowance for credit losses in accordance with ASC 326 upon initial recognition of the Sirius Group assets within the scope of the standard. An allowance of \$16.8 million was re-established in the first quarter ended March 31, 2021 as related to Sirius Group assets. These amounts are included in net corporate and other expenses in the consolidated statements of income.

The Company monitors counterparty credit ratings and macroeconomic conditions, and considers the most current AM Best and S&P credit ratings to determine the allowance each quarter. As of December 31, 2021, approximately 67% of the total gross assets in scope were balances with counterparties rated by either AM Best or S&P and, of the total rated, 80% were rated A- or better.

## 16. Debt and letter of credit facilities

### Debt obligations

The following table represents a summary of the Company's debt obligations on its consolidated balance sheets as of December 31, 2021 and 2020:

	December 31, 2021		December 31, 2020	
	Amount	Effective rate <sup>(1)</sup>	Amount	Effective rate <sup>(1)</sup>
2017 SEK Subordinated Notes, at face value <sup>(2)</sup>	\$ 303.1	4.1 %	n/a	n/a
Unamortized discount	(6.8)		n/a	
2017 SEK Subordinated Notes, carrying value	296.3		n/a	
2016 Senior Notes, at face value <sup>(2)</sup>	400.0	4.5 %	n/a	n/a
Unamortized premium	6.0		n/a	
2016 Senior Notes, carrying value	406.0		n/a	
2015 Senior Notes, at face value	115.0	7.0 %	115.0	7.0 %
Unamortized issuance costs	(0.6)		(0.7)	
2015 Senior Notes, carrying value	114.4		114.3	
Total debt	\$ 816.7		\$ 114.3	

(1) Effective rate considers the effect of the debt issuance costs, discount, and premium.

(2) In connection with the acquisition of Sirius Group, SiriusPoint assumed the outstanding debt of Sirius Group.

#### 2017 SEK Subordinated Notes

On September 22, 2017, Sirius Group, through SIG, issued floating rate callable subordinated notes denominated in Swedish kronor ("SEK") in the amount of SEK 2,750.0 million (or \$346.1 million on date of issuance) at a 100% issue price ("2017 SEK Subordinated Notes"). The 2017 SEK Subordinated Notes were issued in an offering that was exempt from the registration requirements of the Securities Act of 1933 (the "Securities Act"). The 2017 SEK Subordinated Notes bear interest on their principal amount at a floating rate equal to the applicable Stockholm Interbank Offered Rate for the relevant interest period plus an applicable margin, payable quarterly in arrears on March 22, June 22, September 22 and December 22 of each year until maturity in September 2047. Beginning on September 22, 2022, the 2017 SEK Subordinated Notes may be redeemed, in whole or in part, at the Company's option.

As a result of the Company's merger with SIG, the Company assumed the existing and outstanding aggregate principal amount of the 2017 SEK Subordinated Notes pursuant to the First Supplemental Subordinated Indenture, dated May 27, 2021, among SIG, the Company and The Bank of New York Mellon, as trustee (the "Trustee"). The Company was in compliance with all debt covenants as of and for the period ended December 31, 2021.

For the year ended December 31, 2021, the Company recorded \$11.1 million of interest expense, inclusive of amortization of discount, on the 2017 SEK Subordinated Notes. For the year ended December 31, 2021, the Company also recognized \$25.2 million of foreign exchange gains on the translation of the 2017 SEK Subordinated Notes into USD from SEK.

#### 2016 Senior Notes

On November 1, 2016, Sirius Group, through SIG, issued \$400.0 million face value of senior unsecured notes ("2016 Senior Notes") at an issue price of 99.2% for net proceeds of \$392.4 million after taking into effect both deferrable and non-deferrable issuance costs. The 2016 SIG Senior Notes were issued in an offering that was exempt from the registration requirements of the Securities Act. The 2016 SIG Senior Notes bear an annual interest rate of 4.6%, payable semi-annually in arrears on May 1 and November 1 of each year until maturity in November 2026.

As a result of the Company's merger with SIG, the Company assumed the existing and outstanding aggregate principal amount of the 2016 SIG Senior Notes pursuant to the Third Supplemental Senior Indenture, dated May 27, 2021, among SIG, the Company and the Trustee. The Company was in compliance with all debt covenants as of and for the period ended December 31, 2021.

For the year ended December 31, 2021, the Company recorded \$14.7 million of interest expense, inclusive of amortization of premium, on the 2016 Senior Notes.

### 2015 Senior Notes

As of December 31, 2021, the Company had outstanding debt obligations consisting of an aggregate principal amount of \$115.0 million of senior unsecured notes (the "2015 Senior Notes") due February 13, 2025. The 2015 Senior Notes bear interest at 7.0% and interest is payable semi-annually on February 13 and August 13 of each year. The Company was in compliance with all debt covenants as of and for the years ended December 31, 2021 and December 31, 2020.

As a result of the Company's merger with Third Point Re (USA) Holdings Inc, the Company acquired the existing and outstanding aggregate principal amount of the 2015 Senior Notes pursuant to the Second Supplemental Indenture, dated December 31, 2021, among Third Point Re (USA) Holdings Inc, the Company and the Trustee.

For the year ended December 31, 2021, the Company recorded \$8.2 million of interest expense, inclusive of amortization of issuance costs, on the 2015 Senior Notes (2020 - \$8.2 million).

### Interest expense

Total interest expense incurred by the Company for its indebtedness for the year ended December 31, 2021 was \$34.0 million (2020 - \$8.2 million).

### Standby letter of credit facilities

As of December 31, 2021, the Company had entered into the following letter of credit facilities:

	Letters of Credit		Collateral	
	Committed Capacity	Issued	Cash and Cash Equivalents	Debt securities
Committed - Secured letters of credit facilities	\$ 330.0	\$ 208.5	\$ 40.9	\$ 99.0
Uncommitted - Secured letters of credit facilities	n/a	908.5	459.3	667.6
		<u>\$ 1,117.0</u>	<u>\$ 500.2</u>	<u>\$ 766.6</u>

The Company's secured letter of credit facilities are bilateral agreements that generally renew on an annual basis. The letters of credit issued under the secured letter of credit facilities are fully collateralized. The above referenced facilities are subject to various affirmative, negative and financial covenants that the Company considers to be customary for such borrowings, including certain minimum net worth and maximum debt to capitalization standards. See Note 6 for additional information.

### Revolving credit facility

Effective February 26, 2021, the Company entered into a three-year, \$300.0 million senior unsecured revolving credit facility (the "Facility") with JPMorgan Chase Bank, N.A. as administrative agent. The Facility includes an option, subject to satisfaction of certain conditions including agreement of lenders representing greater than a majority of commitments, for the Company to request an extension by such lenders of the maturity date of the Facility by an additional 12 months. The Facility provides access to loans for working capital and general corporate purposes, and letters of credit to support obligations under insurance and reinsurance agreements, retrocessional agreements and for general corporate purposes. Loans and letters of credit under the Facility will become available, subject to customary conditions precedent. As of December 31, 2021, there were no outstanding borrowings under the Facility.

### 17. Income taxes

The Company provides for income tax expense or benefit based upon pre-tax income or loss reported in the consolidated statements of income and the provisions of currently enacted tax laws. The Company and its Bermuda subsidiaries are incorporated under the laws of Bermuda and are subject to Bermuda law with respect to taxation. Under current Bermuda law, the Company and its Bermuda subsidiaries are not subject to any income or capital gains taxes in Bermuda. In the event that such taxes are imposed, the Company and its Bermuda subsidiaries would be exempted from any such taxes until March 2035 under the Tax Assurance Certificates issued to such entities pursuant to the Bermuda Exempted Undertakings Tax Protection Act of 1966, as amended.

The Company has subsidiaries and branches that operate in various other jurisdictions around the world that are subject to tax in the jurisdictions in which they operate. The jurisdictions in which the Company's subsidiaries and branches are subject to tax are Australia, Belgium, Canada, Germany, Hong Kong (China), Ireland, Luxembourg, Malaysia, Singapore, Sweden, Switzerland, the United Kingdom, and the United States.

The following is a summary of the Company's income before income tax (expense) benefit by jurisdiction for the years ended December 31, 2021, 2020 and 2019:

	2021	2020	2019
Bermuda	\$ 178.5	\$ 113.6	\$ 198.0
U.S.	21.8	38.1	3.2
U.K.	1.9	0.2	0.1
Sweden	(138.1)	—	—
Luxembourg	(20.5)	—	—
Other	1.5	—	—
<b>Income before income tax (expense) benefit</b>	<b>\$ 45.1</b>	<b>\$ 151.9</b>	<b>\$ 201.3</b>

For the years ended December 31, 2021, 2020 and 2019, income tax (expense) benefit consisted of the following:

	2021	2020	2019
<b>Current tax expense:</b>			
U.S. Federal	\$ (3.5)	\$ (0.1)	\$ (0.1)
State	(1.8)	—	—
Non-U.S.	(18.2)	—	—
<b>Total current tax expense</b>	<b>(23.5)</b>	<b>(0.1)</b>	<b>(0.1)</b>
<b>Deferred tax (expense) benefit:</b>			
U.S. Federal	(13.1)	(8.0)	(0.6)
State	(4.8)	—	—
Non-U.S.	52.1	—	—
<b>Total deferred tax (expense)</b>	<b>34.2</b>	<b>(8.0)</b>	<b>(0.6)</b>
<b>Total income tax (expense) benefit</b>	<b>\$ 10.7</b>	<b>\$ (8.1)</b>	<b>\$ (0.7)</b>

#### Effective Rate Reconciliation

The following table presents a reconciliation of expected income taxes to income tax (expense) benefit for the years ended December 31, 2021, 2020 and 2019:

	2021	2020	2019
Tax (expense) benefit at the 0% Bermuda statutory rate	\$ —	\$ —	\$ —
Differences in taxes resulting from:			
Non-Bermuda earnings	17.6	(8.0)	(0.7)
Foreign currency effects	(19.0)	—	—
Change in valuation allowance	10.5	—	—
Change in uncertain tax positions	(8.0)	(0.1)	—
Non-taxable/deductible income	7.2	—	—
Tax rate change	4.3	—	—
Tax on Safety Reserve	(1.0)	—	—
State taxes expense	(0.9)	—	—
Provision-to-return true up	(0.5)	—	—
Other, net	0.5	—	—
<b>Total income tax (expense) benefit</b>	<b>\$ 10.7</b>	<b>\$ (8.1)</b>	<b>\$ (0.7)</b>

The non-Bermuda component of pre-tax income (loss) was \$(133.5) million, \$38.3 million and \$3.3 million for the years ended December 31, 2021, 2020 and 2019, respectively.

The TCJA includes a BEAT provision, which is essentially a minimum tax on certain otherwise deductible payments made by U.S. entities to non-U.S. affiliates, including cross-border interest payments and reinsurance premiums paid or ceded. The statutory BEAT rate is 10% through 2025, and then rises to 12.5% in 2026 and thereafter. The TCJA also includes provisions

for GILTI) under which taxes on foreign income are imposed on the excess of a deemed return on tangible assets of certain foreign subsidiaries. Consistent with accounting guidance, the Company will treat BEAT as an in period tax charge when incurred in future periods for which no deferred taxes need to be provided and has made an accounting policy election to treat GILTI taxes in a similar manner. No provision for income taxes related to BEAT or GILTI was recorded as of December 31, 2021 and December 31, 2020.

The Company has capital and liquidity in many of its subsidiaries, some of which may reflect undistributed earnings. If such capital or liquidity were to be paid or distributed to the Company or to one of its intermediary subsidiaries as dividends or otherwise, they may be subject to withholding tax by the source country and/or income tax by the recipient country. The Company generally intends to operate, and manage its capital and liquidity, in a tax-efficient manner. However, the applicable tax laws in relevant countries are still evolving, including in connection with guidance and proposals from the Organization for Economic Cooperation and Development (OECD). Accordingly, such payments or distributions may be subject to income or withholding tax in jurisdictions where they are not currently taxed or at higher rates of tax than currently taxed, and the applicable tax authorities could attempt to apply income or withholding tax to past earnings or payments.

#### Deferred Tax Inventory

The following table presents the tax effects of temporary differences that give rise to the deferred tax assets and deferred tax liabilities as of December 31, 2021, 2020 and 2019:

	2021	2020	2019
<b>Deferred tax assets:</b>			
Non-U.S. net operating loss carryforwards	\$ 273.3	\$ —	\$ —
Tax credit carryforwards	26.2	—	—
U.S. federal net operating loss and capital carryforwards	19.4	10.1	9.3
Purchase accounting	17.8	—	—
Unearned premiums	13.4	5.5	1.8
Discounting of loss and loss adjustment expense reserves	7.6	1.0	0.8
Investment basis differences	5.9	—	—
Deferred interest	3.9	—	—
Incentive compensation and benefit accruals	5.7	2.6	1.2
Allowance for doubtful accounts	2.9	—	—
Other items	5.2	—	—
Total gross deferred tax assets	381.3	19.2	13.1
Valuation allowance	(113.3)	—	—
Total adjusted deferred tax asset	\$ 268.0	\$ 19.2	\$ 13.1
<b>Deferred tax liabilities:</b>			
Safety reserve	\$ 150.1	\$ —	\$ —
Intangible assets	14.3	—	—
Deferred acquisition costs	6.7	8.3	1.4
Unrealized gains on investments	3.8	10.5	3.4
Foreign currency translation on investments	1.7	—	—
Other Items	4.8	—	—
Total deferred tax liabilities	181.4	18.8	4.8
Net deferred tax assets	\$ 86.6	\$ 0.4	\$ 8.3

Of the net deferred tax asset, net of valuation allowance, of \$86.6 million as of December 31, 2021, \$53.5 million relates to net deferred tax assets in U.S. subsidiaries, \$128.5 million relates to net deferred tax assets in Luxembourg subsidiaries, \$5.2 million relates to net deferred tax liabilities in UK subsidiaries, \$90.9 million relates to net deferred tax liabilities in Sweden subsidiaries, and \$0.7 million relates to net deferred tax assets in other jurisdictions.

The Company records a valuation allowance against deferred tax assets if it becomes more likely than not that all or a portion of deferred tax assets will not be realized. Changes in valuation allowances from period to period are included in income tax

expense in the period of change. In determining whether or not a valuation allowance, or change therein, is warranted, the Company considers factors such as prior earnings history, expected future earnings, carryback and carryforward periods and strategies that if executed would result in the realization of a deferred tax asset. It is possible that certain planning strategies or projected earnings in certain subsidiaries may not be feasible to utilize the entire deferred tax asset, which could result in material changes to the Company's deferred tax assets and tax expense.

Based on this approach, for the year ended December 31, 2021, the Company recorded \$113.3 million in the valuation allowance applicable to deferred tax assets. Of the \$113.3 million, \$62.1 million relates to net operating loss carryforwards in Luxembourg subsidiaries, \$37.8 million relates primarily to net operating loss carryforward in the United Kingdom and \$13.4 million relates to foreign tax credits in the United States.

#### Net Operating Loss and Capital Loss Carryforwards

Net operating loss and capital loss carryforwards as of December 31, 2021, the expiration dates and the deferred tax assets thereon are as follows:

	2021				Total
	United States	Luxembourg	Sweden	U.K.	
2022-2026	\$ 4.7	\$ —	\$ —	\$ —	\$ 4.7
2027-2041	107.8	43.3	—	—	151.1
No expiration date	21.1	724.1	217.4	148.0	1,110.6
Total	133.6	767.4	217.4	148.0	1,266.4
Gross deferred tax asset	19.4	191.4	44.8	37.0	292.6
Valuation allowance	—	(62.1)	—	(37.0)	(99.1)
Net deferred tax asset	\$ 19.4	\$ 129.3	\$ 44.8	\$ —	\$ 193.5

The Company expects to utilize net operating loss carryforwards in Luxembourg of \$521.6 million but does not expect to utilize the remainder based on forecasted taxable income. The U.S. net operating loss carryforwards of \$133.6 million are subject to an annual limitation on utilization under Internal Revenue Code Section 382. Of this amount, \$11.0 million are also subject to separately return limitation year ("SRLY") provisions of the consolidated return regulations. Of the Section 382 limited loss carryforwards, \$4.7 million will expire between 2022 and 2025, \$107.8 million will expire between 2031 and 2039 and the remaining \$21.1 million does not expire. The SRLY limited losses will expire between 2036 and 2037. The Company expects to utilize all of the U.S. net operating loss carryforwards.

#### Foreign Tax Credits

As of December 31, 2021, there are U.S. foreign tax credits carryforwards available of \$17.0 million, of which \$9.5 million expires in 2022 and the remaining will expire between 2023 and 2030. As of December 31, 2021, there are alternative minimum tax credit carryforwards of \$0.1 million which do not expire and are expected to become fully refundable beginning in the 2023 tax year under the TCJA. Further, there are Swedish foreign tax credits carryforwards available of \$9.1 million and will expire in 2026.

#### Uncertain tax positions

Recognition of the benefit of a given tax position is based upon whether a company determines that it is more likely than not that a tax position will be sustained upon examination based upon the technical merits of the position. In evaluating the more likely than not recognition threshold, the Company must presume that the tax position will be subject to examination by a taxing authority with full knowledge of all relevant information. If the recognition threshold is met, then the tax position is measured at the largest amount of benefit that is more than 50% likely of being realized upon ultimate settlement.

The following table is a reconciliation of the beginning and ending unrecognized tax benefits for the years ended December 31, 2021 and 2020:

	Permanent differences <sup>(1)</sup>	Temporary differences <sup>(2)</sup>	Interest and penalties <sup>(3)</sup>	Total
Balance as of January 1, 2020	\$ 1.0	\$ —	\$ 0.5	\$ 1.5
Changes in prior year tax positions	0.1	—	—	0.1
Balance as of December 31, 2020	1.1	—	0.5	1.6
Acquisition of Sirius Group	0.7	0.1	0.1	0.9
Changes in prior year tax positions	(0.1)	(0.1)	0.1	(0.1)
Tax positions taken during the current year	8.0	0.3	—	8.3
Balance as of December 31, 2021	<u>\$ 9.7</u>	<u>\$ 0.3</u>	<u>\$ 0.7</u>	<u>\$ 10.7</u>

(1) Represents the amount of unrecognized tax benefits that, if recognized, would impact the effective tax rate.

(2) Represents the amount of unrecognized tax benefits that, if recognized, would create a temporary difference between the reported amount of an item in the consolidated balance sheets and its tax basis.

(3) Net of tax benefit.

As of December 31, 2021, the total reserve for unrecognized tax benefits is \$10.7 million. If the Company determines in the future that its reserves for unrecognized tax benefits on permanent differences and interest and penalties are not needed, the reversal of \$9.7 million of such reserves as of December 31, 2021 would be recorded as an income tax benefit and would impact the effective tax rate. If the Company determines in the future that its reserves for unrecognized tax benefits on temporary differences are not needed, the reversal of \$0.3 million of such reserves as of December 31, 2021 would not impact the effective tax rate due to deferred tax accounting but would accelerate the payment of cash to the taxing authority.

The Company classifies all interest and penalties on unrecognized tax benefits as part of income tax expense. During the years ended December 31, 2021, 2020, and 2019, the Company recognized \$0.1 million, \$nil, and \$nil in interest expense, respectively, net of any tax benefit. The balance of accrued interest as of December 31, 2021 and 2020 is \$0.7 million and \$0.5 million, respectively, net of any tax benefit.

#### Tax Examinations

With few exceptions, which are not material, the Company is no longer subject to U.S. federal, state or non-U.S. income tax examinations by tax authorities for years before 2017.

#### 18. Shareholders' equity

##### Common shares

The following table presents a summary of the common shares issued and outstanding as of and for the years ended December 31, 2021, 2020 and 2019:

	2021	2020	2019
Common shares issued and outstanding, beginning of year	95,582,733	94,225,498	93,639,610
Options exercised	220,000	—	187,678
Issuance of common shares, net of forfeitures and shares withheld	3,133,969	1,012,939	366,453
Performance restricted shares granted, net of forfeitures and shares withheld	(1,431,963)	344,296	31,757
Issuance of common shares for Sirius Group acquisition	58,331,196	—	—
Issuance of common shares to related party	6,093,842	—	—
Common shares issued and outstanding, end of year	<u>161,929,777</u>	<u>95,582,733</u>	<u>94,225,498</u>

The Company's authorized share capital consists of 300,000,000 common shares with a par value of \$0.10 each. During the years ended December 31, 2021, 2020 and 2019, the Company did not pay any dividends to its common shareholders.

##### Preference shares

The Company's authorized share capital also consists of 30,000,000 preference shares with a par value of \$0.10 each.

### **Series B preference shares**

On February 26, 2021, the previous Sirius Group preference shareholders exchanged their existing Series B preference shares of Sirius Group in return for 8,000,000 new Series B preference shares, par value \$0.10, of the Company. Dividends on the Series B preference shares will be cumulative and payable quarterly in arrears at an initial rate of 8.0% per annum. The preference shareholders will have no voting rights with respect to the Series B preference shares unless dividends have not been paid for six dividend periods, whether or not consecutive, in which case the holders of the Series B preference shares will have the right to elect two directors.

The dividend rate will reset on each five-year anniversary of issuance at a rate equal to the five-year U.S. treasury rate at such time plus 7.298%. The Series B preference shares are perpetual and have no fixed maturity date. The Series B preference shares will provide for redemption rights by the Company (i) in whole, or in part, on each five-year anniversary of issuance at 100%, (ii) in whole, but not in part, (a) upon certain rating agency events, at 102%, (b) upon certain capital disqualification events, at 100%, and (c) upon certain tax events, at 100%.

On June 28, 2021 and August 12, 2021, the Company entered into Underwriting Agreements with the Series B preference shareholders (the "Selling Shareholders") pursuant to which the Selling Shareholders sold to the public market an aggregate of 8,000,000 Series B preference shares. The Company did not receive any proceeds from the sale of the Series B preference shares by the Selling Shareholders. The transaction did not change the underlying conditions of the Series B preference shares. The Series B preference shares are listed on the New York Stock Exchange under the symbol "SPNT PB".

During the year ended December 31, 2021, the Company declared and paid dividends of \$12.1 million to the Series B preference shareholders, respectively.

## **19. Share-based compensation and employee benefit plans**

### **Share-based compensation**

As of December 31, 2021, the Company's share-based awards consisted of Restricted Share Units ("RSUs"), Performance Share Units ("PSUs"), restricted share awards with service condition and options.

As part of the 2021-2023 annual long-term incentive award cycle, the Company granted to its employees a number of RSUs and PSUs pursuant to the terms and conditions of the SiriusPoint Ltd. 2013 Omnibus Incentive Plan. The RSUs vest over three years in equal, one-third installments on each anniversary of the award grant date subject to continued provision of services through the applicable vesting date. The PSUs are subject to a service condition as well as a performance condition. As of December 31, 2021, 18,532,406 (December 31, 2020 - 7,617,210) of the Company's common shares were available for future issuance under the equity incentive compensation plans.

The total share-based compensation expense recognized during the years ended December 31, 2021, 2020 and 2019 was \$22.6 million, \$6.6 million and \$7.0 million, respectively.

As of December 31, 2021, the Company had \$37.0 million (December 31, 2020 - \$14.2 million) of unamortized share compensation expense, which is expected to be amortized over a weighted average period of 2.4 years (December 31, 2020 - 1.9 years).

### **Restricted shares awards with service condition**

Restricted share award activity for the year ended December 31, 2021 was as follows:

	<b>Number of non-vested restricted shares</b>	<b>Weighted average grant date fair value</b>
Balance as of January 1, 2021	1,171,058	\$ 8.80
Granted	2,123,811	10.32
Forfeited	(88,553)	10.31
Vested	(616,122)	9.84
Balance as of December 31, 2021	<u>2,590,194</u>	<u>\$ 10.13</u>

In 2021, the Company modified its 2019 and 2020 restricted share awards with service and performance conditions to convert them at the most recent forecasted performance percentage to restricted shares with a service condition only. Further, the Company supplemented these awards with additional restricted shares with extended vesting periods.

Restricted share awards with service condition vest either ratably or at the end of the required service period and contain certain restrictions during the vesting period, relating to, among other things, forfeiture in the event of termination of employment or service and transferability.

#### ***Restricted Share Units***

RSU activity for the year ended December 31, 2021 was as follows:

	Number of non-vested restricted shares	Weighted average grant date fair value
Balance as of January 1, 2021	—	\$ —
Granted	6,246,111	10.18
Forfeited	(458,841)	10.24
Vested	(2,358,382)	10.21
Balance as of December 31, 2021	<u>3,428,888</u>	<u>\$ 10.14</u>

As a result and at the time of the acquisition of Sirius Group, Sirius Group's outstanding restricted share units were converted to Company RSUs.

RSUs with service condition vest either ratably or at the end of the required service period and contain certain restrictions during the vesting period, relating to, among other things, forfeiture in the event of termination of employment or service and transferability.

#### ***Performance Share Units***

PSU activity for the year ended December 31, 2021 was as follows:

	Number of non-vested PSUs	Number of non-vested PSUs probable of vesting	Weighted average grant date fair value of PSUs probable of vesting
Balance as of January 1, 2021	—	—	\$ —
Granted	1,169,604	1,169,604	10.31
Forfeited	(79,657)	(79,657)	10.36
Vested	(4,653)	(4,653)	10.36
Balance as of December 31, 2021	<u>1,085,294</u>	<u>1,085,294</u>	<u>\$ 10.30</u>

PSUs vest over four distinct performance periods subject to participant's continued provision of services to the Company until the vesting date.

#### ***Options***

The options activity for the years ended December 31, 2021 were as follows:

	Number of options	Weighted average exercise price
Balance as of January 1, 2021	8,255,810	\$ 13.45
Granted	2,772,215	10.69
Forfeited	(3,720,930)	13.20
Exercised	(220,000)	10.00
Balance as of December 31, 2021	<u>7,087,095</u>	<u>\$ 12.61</u>

The share options issued to management under the Share Incentive Plan are subject to a service condition. The fair value of share options issued were estimated on the grant date using the Black-Scholes option-pricing model. The Black-Scholes option-pricing model used the following assumptions for options granted during the year ended December 31, 2021 (there were no options granted for the years ended December 31, 2020 and 2019):

	2021
Dividend yield	— %
Risk free interest rate	1.55 %
Expected volatility <sup>(1)</sup>	34.17 %
Expected life (in years)	6.5
Weighted average grant date fair value	\$3.28

(1) The volatility assumption used was based on the average estimated volatility of a reinsurance peer group.

As of December 31, 2021 the weighted average remaining contractual term for options outstanding and exercisable was 2.0 years and 2.1 years, respectively (2020 - 1.2 years and 1.2 years, respectively).

The following table summarizes information about the Company's management and director share options outstanding as of December 31, 2021:

Range of exercise prices	Options outstanding			Options exercisable	
	Number of options	Weighted average exercise price	Remaining contractual life	Number of options	Weighted average exercise price
\$9.83 - \$10.89	4,663,843	\$ 10.02	2.1 years	4,075,481	\$ 9.97
\$15.00 - \$16.89	1,446,510	\$ 15.63	2.9 years	1,046,510	\$ 15.87
\$20.00 - \$25.05	976,742	\$ 20.50	0.4 years	976,742	\$ 20.50
	<u>7,087,095</u>	\$ 12.61	2.0 years	<u>6,098,733</u>	\$ 12.67

As the Company's closing share price on December 31, 2021 and December 31, 2020 was below \$9.83, there was no aggregate intrinsic value of options outstanding and options exercisable. For the year ended December 31, 2021, the Company received proceeds of \$2.2 million (2020 - \$nil) from the exercise of options.

#### Employee Benefit Plans

As a result of the acquisition of Sirius Group, the Company operates several retirement plans in accordance with the local regulations and practices. These plans cover substantially all of the Company's employees and provide benefits to employees in event of death, disability, or retirement.

#### Defined benefit plans

Swedish and German employees of SiriusPoint International can participate in defined benefit plans which are based on the employees' pension entitlements and length of employment. In Sweden, where a defined benefit pension plan is mandated by the government, SiriusPoint International's employees participate in collective agreements funded by SiriusPoint International. These collective agreements are managed by third party trustees who calculate the pension obligation, invoice SiriusPoint International for additional funding and invest the funds. All employees in Germany are covered by defined benefit pension plans sponsored by SiriusPoint International called SiriusPoint Re GmbH Pension Plan. Paid pension premiums are invested with Skandia Liv for employees in Sweden and with Allianz for employees in Germany. Skandia Liv held 94% of total plan assets in 2021. Allianz held 6% of total plan assets in 2021. Skandia manages the portfolio to be able to pay a guaranteed amount and a favorable return over time with the goal of getting the highest possible return along with well-balanced risk. The average return for 2021 is 18.0%. The investment directive is decided by the Skandia Liv board of directors. To achieve the goals the portfolio is diversified with the asset allocation shown below.

The breakdown of the investment of plan assets for the year ended December 31, 2021 are as follows:

	<u>2021</u>
International equities	15.0 %
Swedish equities	12.7 %
Swedish nominal bonds	33.9 %
Real estate	8.9 %
Private equity	14.6 %
Other	14.9 %

The assumptions used to determine Swedish benefit obligations for the year ended December 31, 2021 are as follows:

	<u>2021</u>
Discount rate	0.9 %
Increase in compensation levels rate	3.0 %
Turnover rate	3.0 %

The Swedish actuaries follow the Swedish industry DUS21 mortality rate. The discount rate used to calculate the Swedish benefit obligation was derived from the expected return of an investment in Swedish covered mortgage bonds with a duration in accordance with the duration of the pension obligation. The duration of the Swedish pension liability is approximately 19 years.

The assumptions used to determine German benefit obligations for the year ended December 31, 2021 are as follows:

	<u>2021</u>
Discount rate	0.4 %
Increase in compensation levels rate	2.0 %

The German actuaries follow the Germany industry Richttafeln 2018 G mortality rates and standard turnover values for the year ended December 31, 2021. The discount rate used to calculate the German benefit obligation was derived from markets yields on high quality corporate bonds with durations consistent with plan obligations. The duration of the German pension liability is approximately 16 years.

The following tables present a reconciliation of the beginning and ending funded status and the net amounts recognized for the defined benefit plans for the year ended December 31, 2021:

	<u>2021</u>
Change in benefit obligation	
Projected benefit obligation, beginning of year	\$ 22.8
Service cost	1.0
Interest cost	0.2
Actuarial losses	(0.8)
Benefit payments	(0.5)
Tax payments	(0.1)
Currency revaluation effect	(2.2)
Projected benefit obligation, end of year	<u>20.4</u>
Change in plan assets	
Fair value of plan assets, beginning of year	21.5
Employer contributions	0.5
Benefit payments	(0.3)
Interest income	3.3
Currency revaluation effect	(2.3)
Fair value of plan assets, end of year	<u>22.7</u>
Funded status at end of year <sup>(1)</sup>	<u>\$ 2.3</u>

(1) At December 31, 2021, the Swedish plan had a funding status of \$6.0 million and the German plan had a funding status of \$(3.7) million.

Under the Swedish plan, a 100 basis point discount rate decrease would increase the 2021 defined benefit obligation by \$2.8 million, with all other items remaining the same. Under the German plan, a 50 basis point decrease in the discount rate

would increase the benefit obligation by \$0.5 million, with all other items remaining the same. Conversely, a 50 basis point increase in the discount rate would decrease the benefit obligation by \$0.6 million.

The accumulated benefit obligation for the year ended December 31, 2021 was \$20.4 million.

The components of net periodic pension expense for the year ended December 31, 2021 are as follows:

	<b>2021</b>
Service cost	\$ (1.0)
Interest cost	—
Actuarial (loss)	4.0
Net periodic pension expense	<u>\$ 3.0</u>

The employer benefit payments/settlements for the year ended December 31, 2021 were \$0.5 million. As of December 31, 2021, the projected benefit payments required for the defined pension benefits plans are as follows:

	<b>December 31, 2021</b>
2022	\$ 0.4
2023	0.3
2024	0.4
2025	0.5
2026	0.5
2027-2031	3.1
Total benefit payments required	<u>\$ 5.2</u>

#### ***Defined contribution plans***

##### *Non-U.S.*

In the United Kingdom, SiriusPoint International contributes 12% of the employee's salary. Contributed funds are invested into an annuity of the employee's choice. In Belgium, SiriusPoint International contributes 6.5% - 8.5% of the employee's salary. Employees in Switzerland are eligible to participate in the industry-sponsored Swisscanto pension plan ("Swisscanto plan"). The Swisscanto plan is a combination of a defined contribution and a defined benefit plan. For the Swisscanto plan, SiriusPoint International incurs 60% - 70% of the total premium charges and the employees incur the remaining 30% - 40%. As of December 31, 2021, the projected benefit obligation of SiriusPoint International's various benefit plans was \$20.4 million and the funded status was \$(2.3) million. SiriusPoint International recognized expenses related to these various plans of \$3.0 million in 2021.

In Bermuda, SiriusPoint Bermuda's employees are eligible for retirement benefits through defined contribution retirement plans. SiriusPoint Bermuda and employees contribute an amount equal to a specified percentage of each employee's salary. Expenses related to the defined contribution plans was \$1.2 million for the year ended December 31, 2021 (2020 - \$0.7 million and 2019 - \$0.7 million).

##### *U.S.*

The Company's U.S. subsidiaries' employees are eligible for retirement benefits through 401(k) retirement savings plans. These plans provide qualifying employees with matching contributions from the Company based on the amount of employee contribution. Total expense for matching contributions was \$2.7 million for the year ended December 31, 2021 (2020 - \$0.2 million and 2019 - \$0.2 million).

## 20. Earnings per share available to SiriusPoint common shareholders

The following sets forth the computation of basic and diluted earnings per share available to SiriusPoint common shareholders for the years ended December 31, 2021, 2020 and 2019:

	2021	2020	2019
<b>Weighted-average number of common shares outstanding:</b>	<b>(\$ in millions, except share and per share amounts)</b>		
Basic number of common shares outstanding	148,667,770	92,510,090	91,835,990
Dilutive effect of options	—	—	125,530
Dilutive effect of warrants	—	—	91,884
Dilutive effect of restricted share units	1,488,696	447,709	598,912
Diluted number of common shares outstanding	150,156,466	92,957,799	92,652,316
<b>Basic earnings per common share:</b>			
Net income available to SiriusPoint common shareholders	\$ 44.6	\$ 143.5	\$ 200.6
Net income allocated to SiriusPoint participating common shareholders	(3.4)	(1.1)	(0.6)
Net income allocated to SiriusPoint common shareholders	\$ 41.2	\$ 142.4	\$ 200.0
Basic earnings per share available to SiriusPoint common shareholders	\$ 0.28	\$ 1.54	\$ 2.18
<b>Diluted earnings per common share:</b>			
Net income available to SiriusPoint common shareholders	\$ 44.6	\$ 143.5	\$ 200.6
Net income allocated to SiriusPoint participating common shareholders	(3.4)	(1.1)	(0.6)
Net income allocated to SiriusPoint common shareholders	\$ 41.2	\$ 142.4	\$ 200.0
Diluted earnings per share available to SiriusPoint common shareholders	\$ 0.27	\$ 1.53	\$ 2.16

For the years ended December 31, 2021, 2020 and 2019, options of 7,087,095, 3,741,266 and 3,719,404, respectively, warrants of 31,123,755, 3,494,979 and nil, respectively, and Upside Rights of 10,000,000, nil and nil, respectively, were excluded from the computation of diluted earnings per share available to SiriusPoint common shareholders.

## 21. Related party transactions

In addition to the transactions disclosed in Notes 8, 9 and 12 to these consolidated financial statements, the following transactions are classified as related party transactions, as the counterparties have either a direct or indirect shareholding in the Company or the Company has an investment in such counterparty.

### (Re)insurance contracts

Subsequent to the Sirius Group acquisition, insurance and reinsurance contracts with the Company's unconsolidated related parties (insurance and MGA) resulted in gross written premiums of \$214.0 million during the year ended December 31, 2021. As of December 31, 2021, the Company had total receivables from these related parties of \$35.6 million and no payables.

### Equity Commitment Letter

Pursuant to the equity commitment letter by and among the Company, Third Point Opportunities Master Fund L.P. and Daniel S. Loeb, entered into on August 6, 2020, Third Point Opportunities Master Fund L.P. purchased 6,093,842 of the Company's common shares at a price of \$7.9828 per share upon closing of the Company's acquisition of Sirius Group.

### Transaction Matters Letter Agreement

On August 6, 2020, CM Bermuda, Sirius Group, the Company and CMIG International entered into a Transaction Matters Letter Agreement (the "Transaction Matters Agreement"), pursuant to which, among other things and subject to the terms and conditions thereof, Sirius Group agreed to pay for and reimburse CMIG International and CM Bermuda for certain legal expenses incurred in connection with the Sirius Group sales process or other discussions between CMIG International, CM Bermuda and the Sirius Group occurring on or after March 6, 2020, and the Company has agreed to assume such remaining payment obligations of Sirius Group following the closing of the acquisition of Sirius Group. The Company has also agreed to pay for the fees and expenses payable by CMIG International and CM Bermuda to its financial advisor, Goldman Sachs (Asia) L.L.C., relating to the acquisition of Sirius Group. During the year ended December 31, 2021, the Company did not

pay any legal expenses incurred by CM Bermuda and CMIG International in connection with the Transaction Matters Agreement.

**Management and performance fees to related parties**

The total management and performance fees to related parties for the years ended December 31, 2021, 2020 and 2019 were as follows:

	2021	2020	2019
Management fees	\$ 17.9	\$ 14.5	\$ 17.2
Performance fees - fixed income and other investments <sup>(1)</sup>	—	14.0	—
Performance fees (before loss carryforward)	75.7	51.8	49.9
Performance fees - loss carryforward utilized	—	(0.5)	(47.5)
<b>Total management and performance fees to related parties<sup>(2)</sup></b>	<b>\$ 93.6</b>	<b>\$ 79.8</b>	<b>\$ 19.6</b>

(1) Pursuant to the terms of the 2020 LPA, the performance of certain fixed income and other investments managed by Third Point LLC were subject to 20% performance fees for the year ended December 31, 2020 only.

(2) Management and performance fees for the TP Enhanced Fund and TP Venture Fund, where applicable, are presented within net realized and unrealized investment gains from related party investment funds in the consolidated statements of income

**Management fees**

*Third Point Enhanced LP*

Effective January 1, 2019, SiriusPoint and SiriusPoint Bermuda entered into the Second Amended and Restated Exempted Limited Partnership Agreement (the “2019 LPA”) of TP Enhanced Fund. Pursuant to the 2019 LPA, Third Point LLC is entitled to receive monthly management fees. Management fees are charged at the TP Enhanced Fund level and are calculated based on 1.25% of the investment in TP Enhanced Fund and multiplied by an exposure multiplier computed by dividing the average daily investment exposure leverage of the TP Enhanced Fund by the average daily investment exposure leverage of the Third Point Offshore Master Fund L.P. (“Offshore Master Fund”). Third Point LLC also serves as the investment manager for the Offshore Master Fund.

The 2020 LPA, effective February 26, 2021, removed the adjustment for investment exposure leverage in the management fee calculation, as previously adjusted for under the 2019 LPA. The 2020 LPA did not amend the management fee rate of 1.25% per annum.

*Third Point Venture Offshore Fund I LP*

No management fees are payable by the Company under the 2021 Venture LPA.

*Third Point Insurance Portfolio Solutions*

Effective February 26, 2021, Third Point LLC, Third Point Insurance Portfolio Solutions (“TPIPS”) and the Company entered into an Investment Management Agreement (the “TPIPS IMA”), pursuant to which TPIPS will serve as investment manager to the Company and provide investment advice with respect to the investable assets of the Company, other than assets that the Company may withdraw from time to time as working capital. The Amended and Restated Collateral Assets Investment Management Agreement was terminated at the effective date of the TPIPS IMA.

Pursuant to the TPIPS IMA, the Company will pay Third Point LLC a fixed management fee, payable monthly in advance, equal to 1/12 of 0.06% of the fair value of assets managed (other than assets invested in TP Enhanced Fund).

**Performance fees**

*Third Point Enhanced LP*

Pursuant to the 2019 LPA, TP GP receives a performance fee allocation equal to 20% of the Company’s investment income in the related party investment fund. The performance fee is included as part of “Investment in related party investment fund” on the Company’s consolidated balance sheet since the fees are charged at the TP Enhanced Fund level.

The performance fee is subject to a loss carryforward provision pursuant to which TP GP is required to maintain a loss recovery account, which represents the sum of all prior period net loss amounts and not subsequently offset by prior year net profit amounts, and that is allocated to future profit amounts until the loss recovery account has returned to a positive balance.

Until such time, no performance fees are payable, provided that the loss recovery account balance shall be reduced proportionately to reflect any withdrawals from TP Enhanced Fund. The 2019 LPA preserves the loss carryforward attributable to our investment in TP Enhanced Fund when contributions to TP Enhanced Fund are made within nine months of certain types of withdrawals from TP Enhanced Fund.

Pursuant to the 2020 LPA, the performance of certain fixed income and other investments managed by Third Point LLC were included when calculating the performance fee allocation and loss recovery account amounts under the terms of the 2019 LPA for the year ended December 31, 2020 only. There are no other changes to the performance fee calculation under the 2020 LPA.

*Third Point Venture Offshore Fund I LP*

Pursuant to the 2021 Venture LPA, TP Venture GP receives a performance fee allocation equal to 20% of the Company's investment income in the related party investment fund.

*Third Point Insurance Portfolio Solutions*

No performance-based compensation is payable by the Company under the TPIPS IMA.

**22. Commitments and contingencies**

**Concentrations of credit risk**

The Company has exposure to credit risk as it relates to its business written through brokers, if any of the Company's brokers are unable to fulfill their contractual obligations with respect to payments to the Company. In addition, in some jurisdictions, if the broker fails to make payments to the insured under the Company's policy, the Company may remain liable to the insured for the deficiency. These brokers are fairly large and well established, and there are no indications they are financially distressed. The Company's exposure to such credit risk is somewhat mitigated in certain jurisdictions by contractual terms. The following table sets forth the Company's premiums written by source that individually contributed more than 10% of total gross premiums written for the years ended December 31, 2021, 2020 and 2019:

	2021		2020		2019	
Aon Corporation and subsidiaries	\$ 536.6	24.0 %	\$ 189.1	32.1 %	\$ 197.1	29.5 %
Guy Carpenter & Company and subsidiaries	414.1	18.5 %	164.6	28.0 %	144.6	21.6 %
Arthur J. Gallagher & Co. and subsidiaries	244.2	10.9 %	67.6	11.5 %	140.2	21.0 %
Other	1,041.6	46.6 %	167.2	28.4 %	186.5	27.9 %
	<u>\$ 2,236.5</u>	<u>100.0 %</u>	<u>\$ 588.5</u>	<u>100.0 %</u>	<u>\$ 668.4</u>	<u>100.0 %</u>

The Company is exposed to credit risk through reinsurance contracts with companies that write credit risk insurance. The Company's portfolio of risk is predominantly U.S. mortgage insurance and mortgage credit risk transfer. The Company provides its clients in these lines of business with reinsurance protection against credit deterioration, defaults or other types of financial non-performance. Loss experience in these lines of business has been very good but is cyclical and is affected by the state of the general economic environment. The Company proactively manages the risks associated with these credit-sensitive lines of business by closely monitoring its risk aggregation and by diversifying the underlying risks where possible. The Company has bought some retrocessional coverage against a subset of these risks.

The Company has exposure to credit risk related to balances receivable under our reinsurance contracts, including funds withheld and premiums receivable, and the possibility that counterparties may default on their obligations to the Company. The risk of counterparty default is partially mitigated by the fact that any amount owed from a reinsurance counterparty would be netted against any losses or acquisition costs the Company would pay in the future. The Company monitors the collectability of these balances on a regular basis.

**Lloyd's Central Fund**

The Lloyd's Central Fund is available to satisfy claims if a member of Lloyd's is unable to meet its obligations to policyholders. The Company has an obligation to pay contributions to the Lloyd's Central Fund each year based on gross written premium. The Company estimates the Lloyd's Central Fund contributions to be \$0.6 million (based on the December 31, 2021 GBP to USD exchange rate) which is 0.35% of gross written premium. The Council of Lloyd's have the power to

levy an additional contribution on members if it considered necessary, and the maximum additional contribution is currently 3.0% of capacity.

#### **Financing**

See Note 16 for additional information related to the Company's debt obligations.

#### **Letters of Credit**

See Note 16 for additional information related to the Company's letter of credit facilities.

#### **Liability-classified capital instruments**

See Note 3 for additional information related to the contingent value consideration components of the Sirius Group acquisition.

#### **Promissory Note & Loan Agreement**

On September 16, 2020, the Company entered into an Unsecured Promissory Note agreement with Arcadian, pursuant to which the Company has committed to loan up to \$18.0 million. Interest shall accrue and be computed on the aggregate principal amount drawn and outstanding at a rate of 8.0% per annum. No amounts were drawn as of December 31, 2021.

On July 2, 2021, the Company entered into a loan and security agreement with Joyn, pursuant to which the Company has lent Joyn \$11.5 million. Interest shall accrue and be computed on the aggregate principal amount drawn and outstanding at a rate of 8.0% per annum. Joyn may request to increase the initial loan amount by up to an additional \$5.0 million.

#### **Litigation**

From time to time in the normal course of business, the Company may be involved in formal and informal dispute resolution procedures, which may include arbitration or litigation, the outcomes of which determine the rights and obligations under the Company's reinsurance contracts and other contractual agreements. In some disputes, the Company may seek to enforce its rights under an agreement or to collect funds owed to it. In other matters, the Company may resist attempts by others to collect funds or enforce alleged rights. The Company may also be involved, from time to time in the normal course of business, in formal and informal dispute resolution procedures that do not arise from, or are not directly related to, claims activity. The Company is not currently involved in any formal or informal dispute resolution procedures that it considers to be material.

#### **Leases**

Subsequent to the acquisition of Sirius Group, the Company now operates in new locations with additional facilities, including the United States, Canada, Europe and Asia. The Company leases office space under various non-cancelable operating lease agreements.

During the year ended December 31, 2021, the Company recognized operating lease expense of \$10.5 million (2020 - \$0.9 million and 2019 - \$0.9 million), including property taxes and routine maintenance expense as well as rental expenses related to short term leases. As of December 31, 2021 the Company had \$27.4 million (December 31, 2020 - \$0.8 million) of operating lease right-of-use assets included in other assets. As of December 31, 2021 the Company had \$32.5 million (December 31, 2020 - \$0.8 million) of operating lease liabilities included in accounts payable, accrued expenses and other liabilities.

The following table presents the lease balances within the consolidated balance sheets as of December 31, 2021 and 2020:

	<b>December 31, 2021</b>	<b>December 31, 2020</b>
Operating lease right-of-use assets	\$ 27.4	\$ 0.8
Operating lease liabilities	\$ 32.5	\$ 0.8
Weighted average lease term (years)	5.0	1.0
Weighted average discount rate	2.4 %	7.0 %

Future minimum rental commitments as of December 31, 2021 under these leases are expected to be as follows:

	<b>Future Payments</b>
2022	\$ 10.4
2023	7.9
2024	4.6
2025	3.2
2026 and thereafter	8.2
Total future annual minimum rental payments	34.3
Less: present value discount	(1.8)
Total lease liability as of December 31, 2021	<u>\$ 32.5</u>

The above table does not include future minimum rental commitments of one material lease that has not yet commenced as of December 31, 2021. The minimum rental commitment under this lease is approximately \$11.4 million.

### 23. Statutory requirements

The Company's insurance and reinsurance operations are subject to regulation and supervision in each of the jurisdictions where they are domiciled and licensed to conduct business. These regulations include certain restrictions on the amount of dividends or other distributions available to shareholders without prior approval of the insurance regulatory authorities. Statutory accounting differs from GAAP by jurisdiction in the reporting of certain reinsurance contracts, investments, subsidiaries, acquisition expenses, fixed assets, deferred income taxes, and certain other items.

Refer to Note 1 for additional details on the internal reorganization of insurance and reinsurance subsidiaries within the Company.

#### ***Bermuda***

The Insurance Act 1978 of Bermuda and related regulations, as amended ("Insurance Act"), regulates the insurance business of Bermuda-domiciled insurers and reinsurers. The Insurance Act imposes solvency and liquidity standards on Bermuda insurance companies, as well as auditing and reporting requirements. Under the Insurance Act, insurers and reinsurers are required to maintain minimum statutory capital and surplus at a level equal to the greater of a minimum solvency margin ("MSM") and the Enhanced Capital Requirement ("ECR") which is established by reference to either a Bermuda Solvency Capital Requirement ("BSCR") model or an approved internal capital model. The BSCR model is a standardized statutory risk-based capital model that provides a method for determining an insurer's minimum required capital taking into account the risk characteristics of different aspects of the company's business. The Economic Balance Sheet ("EBS") is an input to the BSCR which determines the Company's ECR. The EBS regime prescribes the use of financial statements prepared in accordance with GAAP as the basis on which statutory financial statements are prepared, and those statutory financial statements form the starting basis for the EBS. The model also requires insurers to estimate insurance technical provisions, which consist of the insurer's insurance related balances valued based on best-estimate cash flows, adjusted to reflect the time value of money, with the addition of a risk margin to reflect the uncertainty in the underlying cash flows. The BMA has established a target capital level which is set at 120% of the ECR. While the Company is not required to maintain statutory economic capital and surplus at this level, it serves as an early warning signal for the BMA, and failure to meet the target capital level may result in additional reporting requirements or increased regulatory oversight.

The BMA acts as the group supervisor for the Company. The Company is currently completing its group BSCR for the year ended December 31, 2021, which must be filed with the BMA on or before May 31, 2022, and at this time, the Company believes it will exceed the target level of required statutory economic capital and surplus. During 2021 and 2020, the Company did not pay any dividends to its common shareholders.

The Company has two Bermuda based insurance subsidiaries: SiriusPoint Bermuda, a Class 4 insurer, and Alstead Re, a Class 3A insurer. Each of these Bermuda insurance subsidiaries are registered under the Insurance Act and are subject to regulation and supervision of the BMA. The Company is currently completing its BSCRs for SiriusPoint Bermuda and Alstead Re for the year ended December 31, 2021, which must be filed with the BMA on or before April 30, 2022, and at this time, the Company believes it will exceed the target level of required statutory economic capital and surplus. Each of the

Company's Bermuda based insurance subsidiaries met their target level of required statutory economic capital and surplus for the year ended December 31, 2020.

The following is a summary of the statutory net income for the Bermuda based insurance subsidiaries for the year ended December 31, 2021:

	2021	
SiriusPoint Bermuda	\$	149.1
Alstead Re	\$	(0.4)

The Bermuda based insurance subsidiaries are also required to maintain a minimum liquidity ratio whereby the value of their relevant assets are not less than 75% of the amount of their relevant liabilities for general business. As of December 31, 2021, all liquidity ratio requirements were met.

SiriusPoint Bermuda's ability to pay dividends is limited under Bermuda law and regulations. SiriusPoint Bermuda may declare dividends subject to it continuing to meet its solvency and capital requirements, which includes continuing to hold statutory capital and surplus equal to or exceeding its ECR. In addition, SiriusPoint Bermuda is prohibited from declaring or paying in any fiscal year dividends of more than 25% of its prior year's statutory capital and surplus unless SiriusPoint Bermuda files with the BMA a signed affidavit by at least two members of the Board of Directors attesting that a dividend would not cause SiriusPoint Bermuda to fail to meet its capital requirements. As of December 31, 2021, SiriusPoint Bermuda could pay dividends of approximately \$844.4 million without providing an affidavit to the BMA. SiriusPoint Bermuda indirectly owns SiriusPoint International, SiriusPoint America, and SiriusPoint's other insurance and reinsurance operating companies, each of which are limited in their ability to pay dividends by the insurance laws of their relevant jurisdictions.

### *Europe*

The financial services industry in the United Kingdom is dual-regulated by the Financial Conduct Authority and the Prudential Regulation Authority (collectively, the "U.K. Regulators"). The U.K. Regulators regulate insurers, insurance intermediaries and Lloyd's. The U.K. Regulators and Lloyd's have common objectives in ensuring that the Lloyd's market is appropriately regulated. Lloyd's is required to implement certain rules prescribed by the U.K. Regulators by the powers it has under the Lloyd's Act of 1982 relating to the operation of the Lloyd's market. In addition, each year the U.K. Regulators require Lloyd's to satisfy an annual solvency test that measures whether Lloyd's has sufficient assets in the aggregate to meet all the outstanding liabilities of its members.

Lloyd's permits its corporate and individual members ("Members") to underwrite insurance risks through Lloyd's syndicates. Members of Lloyd's may participate in a syndicate for one or more underwriting years by providing capital to support the syndicate's underwriting. All syndicates are managed by Lloyd's approved managing agents. Managing agents receive fees and profit commissions in respect of the underwriting and administrative services they provide to the syndicates. Lloyd's prescribes, in respect of its managing agents and Members, certain minimum standards relating to their management and control, solvency and various other requirements.

The Company participates in the Lloyd's market through the 100% ownership of SiriusPoint Corporate Member Ltd., a Lloyd's corporate member, which in turn provides underwriting stamp capacity to Syndicate 1945. The Company has its own Lloyd's managing agent, SiriusPoint International Managing Agency, which manages Syndicate 1945. Lloyd's approved net capacity for 2021 is £100.0 million, or approximately \$135.2 million (based on the December 31, 2021 GBP to USD exchange rate). Stamp capacity is a measure of the amount of net premium (premiums written less acquisition costs) that a syndicate is authorized by Lloyd's to write.

SiriusPoint International is subject to regulation and supervision by the Swedish Financial Supervisory Authority ("SFSA"). Under Solvency II, the SFSA also acts as the European Economic Area group supervisor, with Sirius Group International S.a.r.l. ("SGI") serving as the highest European entity subject to the SFSA's group supervision. Solvency II regulation in Europe gives the SFSA the option to waive European-level group supervision if certain legal requirements are met. As of December 31, 2021, the SFSA has not exercised this option.

SiriusPoint International's statutory net income was \$289.5 million for the year ended December 31, 2021. The Company is currently completing its statutory returns for SiriusPoint International and SGI for the year ended December 31, 2021, which must be filed with the SFSA on or before April 8, 2022 and May 20, 2022, respectively, and at this time, the Company believes it will exceed the target level of required capital and surplus.

SiriusPoint International has the ability to pay dividends to its immediate parent subject to the availability of unrestricted equity, calculated in accordance with the Swedish Act on Annual Accounts in Insurance Companies and the SFSA. Unrestricted equity is calculated on a consolidated group account basis and on a parent account basis. Differences between the two include but are not limited to accounting for goodwill, subsidiaries (with parent accounts stated at original foreign exchange rates), taxes and pensions. SiriusPoint International's ability to pay dividends is limited to the "lower of" unrestricted equity as calculated within the group and parent accounts. As of December 31, 2021, SiriusPoint International had \$560.3 million (based on the December 31, 2021 SEK to USD exchange rate) of unrestricted equity on a group account basis (the lower of the two approaches) available to pay dividends in 2021. The amount of dividends available to be paid by SiriusPoint International in any given year is also subject to cash flow and earnings generated by SiriusPoint International's business, the maintenance of adequate solvency capital ratios for SiriusPoint International and the consolidated SGI group, as well as to dividends received from its subsidiaries. Earnings generated by SiriusPoint International's business that are allocated to the Safety Reserve are not available to pay dividends (see "Safety Reserve" below). During 2021, SiriusPoint International did not declare a dividend and paid SEK 166.7 million (or \$19.5 million on date of payment) of dividends declared prior to 2021.

#### **U.S.**

SiriusPoint America, SiriusPoint Specialty Insurance Corporation ("SiriusPoint Specialty") and Oakwood Insurance Company ("Oakwood") are subject to regulation and supervision by the National Association of Insurance Commissioners ("NAIC") and the department of insurance in the state of domicile. The NAIC uses risk-based capital ("RBC") standards for U.S. property and casualty insurers as a means of monitoring certain aspects affecting the overall financial condition of insurance companies. As of December 31, 2021, the NAIC risk-based capital authorized control level for SiriusPoint America, SiriusPoint Specialty, and Oakwood was \$112.4 million, \$3.4 million and \$0.3 million, respectively, and the subsidiaries' available capital exceeded their respective RBC requirements.

The following is a summary of estimated actual and required statutory capital and surplus of the U.S. based insurance and reinsurance subsidiaries as of December 31, 2021:

	<b>December 31, 2021</b>
<b>Actual statutory capital and surplus</b>	
SiriusPoint America	\$ 581.5
SiriusPoint Specialty	55.2
Oakwood	39.7
<b>Required statutory capital and surplus</b>	
SiriusPoint America <sup>(1)</sup>	112.4
SiriusPoint Specialty	47.0
Oakwood	\$ 7.5

(1) Equals the authorized control level of the NAIC risk-based capital.

The following is a summary of the statutory net income (loss) for the U.S. based insurance and reinsurance subsidiaries for the year ended December 31, 2021:

	<b>2021</b>
SiriusPoint America	\$ 28.9
SiriusPoint Specialty	(7.1)
Oakwood	\$ (0.4)

The principal differences between the statutory amounts and the amounts reported in accordance with GAAP include deferred acquisition costs, deferred taxes, gains recognized under retroactive reinsurance contracts and market value adjustments for debt securities.

Under the normal course of business, SiriusPoint America has the ability to pay dividends to its immediate parent during any twelve-month period without the prior approval of regulatory authorities in an amount set by a formula based on the lesser of net investment income, as defined by statute, or 10% of statutory surplus, in both cases as most recently reported to regulatory authorities, subject to the availability of earned surplus and subject to dividends paid in prior periods. Based on this formula, SiriusPoint America has dividend capacity as of December 31, 2021, without prior regulatory approval. As of December 31, 2021, SiriusPoint America had \$581.5 million of statutory surplus and \$138.0 million of earned surplus, and

could pay approximately \$34.7 million to its parent company. During 2021, SiriusPoint America did not pay a dividend to its immediate parent.

#### **Safety Reserve**

Subject to certain limitations under Swedish law, SiriusPoint International is permitted to transfer pre-tax income amounts into a reserve referred to as a "Safety Reserve." Under local statutory requirements, an amount equal to the deferred tax liability on SiriusPoint International's Safety Reserve is included in Solvency Capital. Access to the Safety Reserve is generally restricted to cover insurance and reinsurance losses and to cover a breach of the Solvency Capital Requirement. Similar to the approach taken by Swedish regulatory authorities, most major rating agencies generally take into account the Safety Reserve in SiriusPoint International's regulatory capital when assessing SiriusPoint International and SiriusPoint's financial strength.

As of December 31, 2021, SiriusPoint International's Safety Reserve was SEK 6.1 billion, or \$0.7 billion (based on the December 31, 2021 SEK to USD exchange rate). Under Swedish GAAP, an amount equal to the Safety Reserve, net of a related deferred tax liability established at the Swedish tax rate, is classified as common shareholders' equity. Generally, this deferred tax liability (\$139.1 million based on the December 31, 2021 SEK to USD exchange rate) is required to be paid by SiriusPoint International if it fails to maintain prescribed levels of premium writings and loss reserves in future years. As a result of the indefinite deferral of these taxes, the related deferred tax liability is not taken into account by Swedish regulatory authorities for purposes of calculating Solvency Capital under Swedish insurance regulations.

Pursuant to tax legislation effective as of January 1, 2019, the tax rate applicable to Swedish corporations decreased to 20.6%. The tax legislation also introduced an annual tax on the Safety Reserve effective as of January 1, 2019. This provision adds additional taxable income for the Company annually. The calculation applies the Government Borrowing Rate (with a floor rate of +0.5%) to the Safety Reserve balance at the beginning of the year. At the current year tax rate of 20.6%, the additional tax expense is SEK 10.0 million, or \$1.2 million for the year ended December 31, 2021 (based on the average 2021 SEK to USD exchange rate).

Further, the enacted legislation also included a new provision treating an amount equal to 6% of the Safety Reserve balance as of January 1, 2021, as additional taxable income in tax year 2021 only, subject to tax at the applicable 20.6% rate. Based on this provision and SiriusPoint International's Safety Reserve balance as of January 1, 2021, SiriusPoint International has recorded a current tax liability of SEK 20.0 million, or \$2.2 million (based on the December 31, 2021 SEK to USD exchange rate) and an additional deferred tax liability as of December 31, 2021 in the amount of SEK 99.9 million, or \$11.0 million (based on the December 31, 2021 SEK to USD exchange rate).

## 24. Quarterly financial results (UNAUDITED)

	Three months ended			
	December 31, 2021	September 30, 2021 <sup>(2)</sup>	June 30, 2021 <sup>(2)</sup>	March 31, 2021 <sup>(2)</sup> revised <sup>(1)</sup>
<b>Revenues</b>				
Net premiums earned	\$ 519.9	\$ 499.6	\$ 452.3	\$ 245.2
Net realized and unrealized investment gains (losses)	(60.6)	(11.7)	23.9	31.5
Net realized and unrealized investment gains (losses) from related party investment funds	(97.2)	202.4	45.6	153.2
Other net investment income	6.6	9.1	7.9	1.8
Total realized and unrealized investment gains (losses) and net investment income (loss)	(151.2)	199.8	77.4	186.5
Other revenues	29.3	33.2	31.8	56.9
<b>Total revenues</b>	<b>398.0</b>	<b>732.6</b>	<b>561.5</b>	<b>488.6</b>
<b>Expenses</b>				
Loss and loss adjustment expenses incurred, net	351.4	577.3	250.9	146.9
Acquisition costs, net	106.3	106.9	105.6	69.0
Other underwriting expenses	38.2	53.3	46.5	20.8
Net corporate and other expenses	72.1	59.9	55.7	78.9
Intangible asset amortization	1.8	2.0	1.3	0.8
Interest expense	9.6	9.7	9.8	4.9
Foreign exchange (gains) losses	(27.5)	(16.1)	12.0	(12.4)
Total expenses	551.9	793.0	481.8	308.9
Income (loss) before income tax (expense) benefit	(153.9)	(60.4)	79.7	179.7
Income tax (expense) benefit	17.1	13.0	(9.6)	(9.8)
<b>Net income (loss)</b>	<b>(136.8)</b>	<b>(47.4)</b>	<b>70.1</b>	<b>169.9</b>
Net (income) loss attributable to noncontrolling interests	0.5	3.4	(1.6)	—
<b>Net income (loss) available to SiriusPoint</b>	<b>(136.3)</b>	<b>(44.0)</b>	<b>68.5</b>	<b>169.9</b>
Dividends on Series B preference shares	(4.0)	(4.0)	(4.0)	(1.5)
<b>Net income (loss) available to SiriusPoint common shareholders</b>	<b>\$ (140.3)</b>	<b>\$ (48.0)</b>	<b>\$ 64.5</b>	<b>\$ 168.4</b>
<b>Earnings (loss) per share available to SiriusPoint common shareholders</b>				
Basic earnings (loss) per share available to SiriusPoint common shareholders	\$ (0.88)	\$ (0.30)	\$ 0.37	\$ 1.37
Diluted earnings (loss) per share available to SiriusPoint common shareholders	\$ (0.88)	\$ (0.34)	\$ 0.37	\$ 1.35
<b>Weighted average number of common shares used in the determination of earnings (loss) per share</b>				
Basic	159,268,777	159,225,772	158,832,629	116,760,760
Diluted	159,268,777	160,240,888	160,894,216	118,146,341

(1) Amounts were revised to correct the bargain purchase gain recorded in the first quarter of 2021.

(2) As a result of the acquisition of Sirius Group and the subsequent changes in strategy and new executive management team, the Company now reports on two operating segments effective as of the fourth quarter of 2021: Reinsurance and Insurance & Services. As a result of the re-segmentation, certain amounts in the prior period financial statements have been reclassified to conform to the presentation of the current period financial statements. These reclassifications had no impact on the previously reported total revenues, total expenses or net income (loss).

### Revision of 2021 interim financial statements

In the fourth quarter of 2021, the Company identified an understatement of the bargain purchase gain recorded in the first quarter of 2021 related to the acquisition of Sirius Group which understated income before income tax expense and net income available to SiriusPoint common shareholders by \$37.5 million. The previously reported bargain purchase gain amount of \$12.9 million should have been \$50.4 million. As part of the Company's annual financial statement review, an

error was identified which understated the total identifiable net assets acquired. A bargain purchase gain was recognized as the total net assets acquired exceeded the purchase consideration.

Amounts for the three months ended March 31, 2021, the six months ended June 30, 2021 and nine months ended September 30, 2021 were revised to correct for the previously reported understatement of income. This revision had no impact on the previously reported total shareholders' equity attributable to SiriusPoint shareholders.

Management assessed the materiality of the misstatement on the impacted 2021 interim financial statements in accordance with SEC Staff Accounting Bulletin Number 99, Materiality, as codified in ASC 250-10, Accounting Changes and Error Corrections. Management determined that the misstatement was not material to the financial statements of any such interim period.

	Year ended December 31, 2021	Nine months ended September 30, 2021	Six months ended June 30, 2021	Three months ended March 31, 2021
<b>Revenues</b>				
Net premiums earned	\$ 1,717.0	\$ 1,197.1	\$ 697.5	\$ 245.2
Net realized and unrealized investment gains (losses)	(16.9)	43.7	55.4	31.5
Net realized and unrealized investment gains from related party investment funds	304.0	401.2	198.8	153.2
Other net investment income	25.4	18.8	9.7	1.8
Total realized and unrealized investment gains and net investment income	312.5	463.7	263.9	186.5
Other revenues	151.2	121.9	88.7	56.9
Total revenues	2,180.7	1,782.7	1,050.1	488.6
<b>Expenses</b>				
Loss and loss adjustment expenses incurred, net	1,326.5	975.1	397.8	146.9
Acquisition costs, net	387.8	281.5	174.6	69.0
Other underwriting expenses	158.8	120.6	67.3	20.8
Net corporate and other expenses	266.6	194.5	134.6	78.9
Intangible asset amortization	5.9	4.1	2.1	0.8
Interest expense	34.0	24.4	14.7	4.9
Foreign exchange gains	(44.0)	(16.5)	(0.4)	(12.4)
Total expenses	2,135.6	1,583.7	790.7	308.9
Income before income tax (expense) benefit	45.1	199.0	259.4	179.7
Income tax (expense) benefit	10.7	(6.4)	(19.4)	(9.8)
<b>Net income</b>	55.8	192.6	240.0	169.9
Net (income) loss attributable to noncontrolling interests	2.3	1.8	(1.6)	—
<b>Net income available to SiriusPoint</b>	58.1	194.4	238.4	169.9
Dividends on Series B preference shares	(13.5)	(9.5)	(5.5)	(1.5)
<b>Net income available to SiriusPoint common shareholders</b>	\$ 44.6	\$ 184.9	\$ 232.9	\$ 168.4
<b>Earnings per share available to SiriusPoint common shareholders</b>				
Basic earnings per share available to SiriusPoint common shareholders	\$ 0.28	\$ 1.18	\$ 1.57	\$ 1.37
Diluted earnings per share available to SiriusPoint common shareholders	\$ 0.27	\$ 1.17	\$ 1.55	\$ 1.35
<b>Weighted average number of common shares used in the determination of earnings per share</b>				
Basic	148,667,770	145,095,270	137,912,915	116,760,760
Diluted	150,156,466	147,597,964	139,561,196	118,146,341

## 25. Subsequent event

### Amended and Restated Limited Partnership Agreement

On February 23, 2022, the Company entered into the Fourth Amended and Restated Exempted Limited Partnership Agreement of TP Enhanced Fund with TP GP and the other parties thereto (the “2022 LPA”), which amended and restated the 2020 LPA.

The 2020 LPA was amended and restated to, among other things:

- add the right to withdraw our capital accounts in TP Enhanced Fund as of any month-end in accordance with an agreed withdrawal schedule to be reinvested in a newly established TP Optimized Credit portfolio (the “TPOC Portfolio”) or other Third Point strategies (“TP Enhanced Withdrawn Amounts”);
- remove restrictions on the Company’s withdrawal rights following a change of control with respect to the Company;
- provide that the Company may amend the investment guidelines of the 2022 LPA from time to time for risk management purposes in consultation with TP GP;
- provide that the Company and TP GP may discuss the adoption of new risk parameters for TP Enhanced Fund from time to time, and TP GP will work with the Company to create additional risk management guidelines responsive to the Company’s needs that do not fundamentally alter the general investment strategy or investment approach of TP Enhanced Fund;
- provide that the Company may increase or decrease TP Enhanced Fund’s leverage targets upon reasonable prior notice to meet the business needs of the Company;
- revise the “cause event” materiality qualifier with respect to violations of law related to Third Point LLC’s investment-related business and Third Point LLC being subject to regulatory proceedings to include events that will likely have a material adverse effect on Third Point LLC’s ability to provide investment management services to TP Enhanced Fund and/or the TPOC Portfolio.

All other material terms of the 2022 LPA remain consistent with the 2020 LPA.

### Amended and Restated Investment Management Agreement

On February 23, 2022, the Company entered into an Amended and Restated Investment Management Agreement (the “2022 IMA”) with Third Point LLC and the other parties thereto, which amended and restated the Investment Management Agreement dated August 6, 2020.

Pursuant to the 2022 IMA, Third Point LLC provides discretionary investment management services with respect to a newly established TPOC Portfolio, subject to investment and risk management guidelines, and continues to provide certain non-discretionary investment advisory services to the Company. The Company agreed to contribute to the TPOC Portfolio all amounts withdrawn from TP Enhanced Fund on November 30, 2021, December 31, 2021 and January 31, 2022 that were not invested or committed for investment in other Third Point strategies. The 2022 IMA contains revised term and termination rights, withdrawal rights, incentive fees, management fees, investment guidelines and advisory fees.

For the investment management services provided in respect of the TPOC Portfolio, the Company will pay Third Point LLC, from the assets of each sub-account, an annual incentive fee equal to 15% of outperformance over a specified benchmark. The Company will also pay Third Point LLC a monthly management fee equal to one twelfth of 0.50% (0.50% per annum) of the TPOC Portfolio, net of any expenses, and a fixed advisory fee for the advisory services equal to 1/4 of \$1,500,000 per quarter.

Under the 2022 IMA, the Company may withdraw any amount from the TPOC Portfolio as of any month-end up to (i) the full balance of any sub-account established in respect of any capital contribution not in respect of TP Enhanced Withdrawn Amounts and (ii) any net profits in respect of any other sub-account. The Company may withdraw the TPOC Portfolio in full on March 31, 2026, and each successive anniversary of such date. The Company will have the right to withdraw funds monthly from the TPOC Portfolio upon the occurrence of certain events specified in the 2022 IMA, including, within 120 days following the occurrence of a Cause Event (as defined in the 2022 LPA), to meet capital adequacy requirements, to prevent a negative credit rating, for risk management purposes, underperformance of the TPOC Portfolio relative to investment funds managed by third-party managers and pursuing the same or substantially similar investment strategy as the TPOC Portfolio (i.e., which measure performance relative to the benchmark) for two or more consecutive calendar years or a

Key Person Event (as defined in the 2022 LPA), subject to certain limitations on such withdrawals as specified in the 2022 IMA. The Company is also entitled to withdraw funds from the TPOC Portfolio in order to satisfy its risk management guidelines, upon prior written notice to Third Point LLC, in an amount not to exceed the Risk Management Withdrawable Amount (as defined in the 2022 LPA).

**Dividend**

On February 15, 2022, the Board of Directors of SiriusPoint Ltd. approved a quarterly cash dividend of \$0.50 per share on its 8.00% Resettable Fixed Rate Preference Shares, Series B, \$0.10 par value, \$25.00 liquidation preference per share payable on February 28, 2022 to Series B shareholders of record as of February 25, 2022.

**SIRIUSPOINT LTD.**  
**Schedule I - Summary of Investments - Other than Investments in Related Parties**  
**As of December 31, 2021**  
**(expressed in millions of U.S. dollars)**

<b>Assets</b>	<u>Cost or amortized cost</u>	<u>Fair value</u>	<u>Balance sheet value</u>
Asset-backed securities	\$ 512.6	\$ 513.1	\$ 513.1
Residential mortgage-backed securities	306.5	301.9	301.9
Commercial mortgage-backed securities	148.4	147.3	147.3
Corporate debt securities	605.5	602.6	602.6
U.S. government and government agency	388.1	385.4	385.4
Non-U.S. government and government agency	135.4	132.3	132.3
U.S. states, municipalities and political subdivision	0.2	0.2	0.2
Preferred stocks	2.6	2.8	2.8
Total debt securities	2,099.3	2,085.6	2,085.6
Total short-term investments	1,076.0	1,075.8	1,075.8
Total equity securities	4.5	2.8	2.8
Total other long-term investments	180.7	197.9	197.9
Total investments in securities	<u>\$ 3,360.5</u>	<u>\$ 3,362.1</u>	<u>\$ 3,362.1</u>

**SIRIUSPOINT LTD.**  
**Schedule II - Condensed Financial Information of Registrant <sup>(1)</sup>**  
**Balance Sheets**  
**As of December 31, 2021 and 2020**  
**(expressed in millions of U.S. dollars)**

	<u>December 31, 2021</u>	<u>December 31, 2020</u>
<b>Assets</b>		
Total investments	\$ 13.0	\$ 4.0
Cash and cash equivalents	7.9	0.2
Investment in subsidiaries	3,405.6	1,459.9
Amounts due from affiliates	—	96.6
Other assets	12.7	4.9
<b>Total assets</b>	<u>\$ 3,439.2</u>	<u>\$ 1,565.6</u>
<b>Liabilities</b>		
Accounts payable, accrued expenses and other liabilities	\$ 17.4	\$ 1.7
Amounts due to affiliates	13.6	—
Liability-classified capital instruments	87.8	—
Debt	816.7	—
<b>Total liabilities</b>	<u>935.5</u>	<u>1.7</u>
<b>Shareholders' equity</b>		
Series B preference shares	200.0	—
Common shares	16.2	9.6
Additional paid-in capital	1,622.7	933.9
Retained earnings	665.0	620.4
Accumulated other comprehensive loss	(0.2)	—
<b>Shareholders' equity attributable to SiriusPoint common shareholders</b>	<u>2,503.7</u>	<u>1,563.9</u>
<b>Total liabilities and shareholders' equity</b>	<u>\$ 3,439.2</u>	<u>\$ 1,565.6</u>

(1) The condensed financial information should be read in conjunction with the consolidated financial statements and notes thereto.

**SIRIUSPOINT LTD.**  
**Schedule II - Condensed Financial Information of Registrant <sup>(1)</sup>**  
**Statements of Income**  
**For the years ended December 31, 2021, 2020 and 2019**

	2021	2020	2019
<b>Revenues</b>			
Total realized and unrealized investment gains and net investment income	\$ 1.3	\$ —	\$ —
Other revenues	100.2	—	—
Equity in earnings of subsidiaries	90.1	169.9	216.9
<b>Total revenues</b>	<b>191.6</b>	<b>169.9</b>	<b>216.9</b>
<b>Expenses</b>			
Net corporate and other expenses	109.5	26.4	16.3
Interest expense	34.0	—	—
Foreign exchange gains	(18.2)	—	—
<b>Total expenses</b>	<b>125.3</b>	<b>26.4</b>	<b>16.3</b>
Income before income tax expense	66.3	143.5	200.6
Income tax expense	(8.2)	—	—
<b>Net income available to SiriusPoint</b>	<b>58.1</b>	<b>143.5</b>	<b>200.6</b>
Dividends on Series B preference shares	(13.5)	—	—
<b>Net income available to SiriusPoint common shareholders</b>	<b>\$ 44.6</b>	<b>\$ 143.5</b>	<b>\$ 200.6</b>

(1) The condensed financial information should be read in conjunction with the consolidated financial statements and notes thereto.

**SIRIUSPOINT LTD.**  
**Schedule II - Condensed Financial Information of Registrant <sup>(1)</sup>**  
**Statements of Income**  
**For the year ended December 31, 2021, 2020 and 2019**

	2021	2020	2019
<b>Comprehensive income</b>			
Net income available to SiriusPoint	\$ 58.1	\$ 143.5	\$ 200.6
<b>Other comprehensive loss</b>			
Change in foreign currency translation, net of tax	(0.2)	—	—
<b>Comprehensive income available to SiriusPoint</b>	<u>\$ 57.9</u>	<u>\$ 143.5</u>	<u>\$ 200.6</u>

(1) The condensed financial information should be read in conjunction with the consolidated financial statements and notes thereto.

**SIRIUSPOINT LTD.**  
**Schedule II - Condensed Financial Information of Registrant <sup>(1)</sup>**  
**Statements of Cash Flow**  
**For the years ended December 31, 2021, 2020 and 2019**

	2021	2020	2019
<b>Operating activities</b>			
Net income available to SiriusPoint	\$ 58.1	\$ 143.5	\$ 200.6
Adjustments to reconcile net income available to SiriusPoint to net cash provided by operating activities:			
Equity in earnings of subsidiaries	(90.1)	(169.9)	(216.9)
Dividend received by parent	74.0	135.2	24.2
Share compensation expense	11.7	0.7	2.7
Net realized and unrealized gain on investments and derivatives	(1.3)	—	—
Amortization of premium and accretion of discount, net	(0.7)	—	—
Other revenues	(100.1)	—	—
Other items, net	(25.4)	—	—
<b>Changes in assets and liabilities:</b>			
Other assets	0.8	(4.2)	0.9
Accounts payable, accrued expenses and other liabilities	15.8	(2.4)	3.5
Amounts due from (to) affiliates	86.1	(102.3)	2.2
Net cash provided by operating activities	<u>28.9</u>	<u>0.6</u>	<u>17.2</u>
<b>Investing activities</b>			
Purchases of investments	(11.8)	—	(4.0)
Proceeds from sales and maturities of investments	4.1	—	—
Acquisition of Sirius Group	(51.6)	—	—
Contributed capital to subsidiaries	—	—	(15.0)
Net cash used in investing activities	<u>(59.3)</u>	<u>—</u>	<u>(19.0)</u>
<b>Financing activities</b>			
Proceeds from issuance of SiriusPoint common shares, net of costs	50.8	—	1.9
Taxes paid on withholding shares	(0.5)	(0.4)	(0.1)
Cash dividends paid to preference shareholders	(12.2)	—	—
Net cash provided by (used in) financing activities	<u>38.1</u>	<u>(0.4)</u>	<u>1.8</u>
Net increase in cash, cash equivalents and restricted cash	7.7	0.2	—
Cash, cash equivalents and restricted cash at beginning of year	0.2	—	—
<b>Cash, cash equivalents and restricted cash at end of year</b>	<u>\$ 7.9</u>	<u>\$ 0.2</u>	<u>\$ —</u>

(1) The condensed financial information should be read in conjunction with the consolidated financial statements and notes thereto.

**SIRIUSPOINT LTD.**  
**Schedule III - Supplementary Insurance Information**  
**For the years ended December 31, 2021, 2020 and 2019**  
**(expressed in millions of U.S. dollars)**

As of and for the year ended December 31, 2021

	Deferred acquisition costs and value of business acquired, net	Loss and loss adjustment expense reserves	Unearned premium	Net premiums earned	Total realized and unrealized investment gains and net investment income	Loss and loss adjustment expenses incurred, net	Acquisition costs, net	Other underwriting expenses	Net premiums written
Reinsurance	\$ 147.5	\$ 3,435.7	\$ 687.5	\$ 1,210.9	\$ 0.3	\$ 999.6	\$ 302.7	\$ 105.5	\$ 1,124.9
Insurance & Services	71.2	511.1	498.4	522.8	(4.8)	320.6	149.7	29.2	652.8
Corporate & Eliminations <sup>(1)</sup>	0.1	894.6	12.5	(16.7)	317.0	6.3	(64.6)	24.1	(43.5)
	\$ 218.8	\$ 4,841.4	\$ 1,198.4	\$ 1,717.0	\$ 312.5	\$ 1,326.5	\$ 387.8	\$ 158.8	\$ 1,734.2

As of and for the year ended December 31, 2020

	Deferred acquisition costs and value of business acquired, net	Loss and loss adjustment expense reserves	Unearned premium	Net premiums earned	Total realized and unrealized investment gains and net investment income	Loss and loss adjustment expenses incurred, net	Acquisition costs, net	Other underwriting expenses	Net premiums written
Reinsurance	\$ 69.5	\$ 1,084.1	\$ 261.9	\$ 575.6	\$ —	\$ 459.5	\$ 160.4	\$ 24.0	\$ 497.3
Insurance & Services	(0.9)	6.3	19.5	7.1	—	5.9	1.4	0.2	16.0
Corporate & Eliminations <sup>(1)</sup>	—	219.7	3.4	28.1	278.9	(0.1)	25.3	5.9	28.9
	\$ 68.6	\$ 1,310.1	\$ 284.8	\$ 610.8	\$ 278.9	\$ 465.3	\$ 187.1	\$ 30.1	\$ 542.2

As of and for the year ended December 31, 2019

	Deferred acquisition costs and value of business acquired, net	Loss and loss adjustment expense reserves	Unearned premium	Net premiums earned	Total realized and unrealized investment gains and net investment income	Loss and loss adjustment expenses incurred, net	Acquisition costs, net	Other underwriting expenses	Net premiums written
Reinsurance	\$ 91.9	\$ 872.2	\$ 331.9	\$ 606.8	\$ —	\$ 404.3	\$ 204.2	\$ 24.9	\$ 563.9
Insurance & Services	0.3	3.0	1.7	4.7	—	3.9	0.4	0.2	5.5
Corporate & Eliminations <sup>(1)</sup>	—	236.5	2.6	88.6	282.5	(4.7)	91.0	9.1	87.6
	\$ 92.2	\$ 1,111.7	\$ 336.2	\$ 700.1	\$ 282.5	\$ 403.5	\$ 295.6	\$ 34.2	\$ 657.0

(1) Corporate & Eliminations includes the results of all runoff business and non-underwriting income and expenses.

**SIRIUSPOINT LTD.**  
**Schedule IV - Reinsurance**  
**For the years ended December 31, 2021, 2020 and 2019**  
**(expressed in millions of U.S. dollars)**

	Direct gross premiums written	Ceded to other companies	Assumed from other companies	Net amount	Percentage of amount assumed to net
Year ended December 31, 2021	\$ 718.0	\$ 502.3	\$ 1,518.5	\$ 1,734.2	87.6 %
Year ended December 31, 2020	\$ 19.0	\$ 46.3	\$ 569.5	\$ 542.2	105.0 %
Year ended December 31, 2019	\$ —	\$ 11.4	\$ 668.4	\$ 657.0	101.7 %

**SIRIUSPOINT LTD.**  
**Schedule VI - Supplementary Information for Property-Casualty Insurance Operations**  
**As at and for the years ended December 31, 2021, 2020 and 2019**  
**(expressed in millions of U.S. dollars)**

	Deferred acquisition costs and value of business acquired, net	Loss and loss adjustment expense reserves	Unearned premium reserves	Net premiums earned	Total realized and unrealized investment gains and net investment income	Loss and loss expenses incurred related to current year	Loss and loss expenses incurred related to prior year	Acquisition costs, net	Net paid losses and loss expenses	Net premiums written
2021	\$ 218.8	\$ 4,841.4	\$ 1,198.4	\$ 1,717.0	\$ 312.5	\$ 1,369.1	\$ (42.6)	\$ 387.8	\$ 1,450.1	\$ 1,734.2
2020	68.6	1,310.1	284.8	610.8	278.9	431.5	33.8	187.1	283.1	542.2
2019	\$ 92.2	\$ 1,111.7	\$ 336.2	\$ 700.1	\$ 282.5	\$ 490.0	\$ (86.5)	\$ 295.6	\$ 252.0	\$ 657.0

**DESCRIPTION OF THE REGISTRANT'S SECURITIES  
REGISTERED PURSUANT TO SECTION 12 OF THE  
SECURITIES EXCHANGE ACT OF 1934**

As of the end of the period covered by the most recent Annual Report on Form 10-K of SiriusPoint Ltd. (the "Registrant" or "SiriusPoint"), the following securities of the Registrant were registered under Section 12 of the Securities Exchange Act of 1934, as amended: (1) Common Shares, par value \$0.10 per share (the "Common Stock"), and (2) Series B Preference Shares, par value \$0.10 per share (the "Series B Preference Shares").

The following description does not purport to be complete and is qualified in its entirety by reference to the Registrant's memorandum of association (the "Memorandum of Association") and the Registrant's bye-laws (the "Bye-Laws"), and to the applicable provisions of Bermuda law and to the listing rules of the NYSE. You should carefully read these documents for a full description of the terms of such securities. Copies of our Memorandum of Association and our Bye-Laws are included as exhibits to SiriusPoint's Annual Report on Form 10-K.

**Capitalization**

Our authorized share capital consists of 300,000,000 Common Shares and 30,000,000 Preference Shares.

**COMMON SHARES**

Our Common Shares have no pre-emptive rights or other rights to subscribe for additional shares, and no rights of redemption, conversion or exchange.

***Dividend Policy***

The Board may, subject to Bermuda law and our Bye-Laws, declare a dividend to be paid to our shareholders as of a record date determined by the Board, in proportion to the number of shares held by such holder. No unpaid dividend shall bear any interest.

***Voting Rights***

In general, and subject to the adjustments described below, shareholders have one vote for each Common Share held by them and are entitled to vote, on a non-cumulative basis, at all meetings of shareholders.

Under our Bye-Laws, if, and so long as, the votes conferred by the "Controlled Shares" (as defined below) of any person would otherwise cause such person (or any other person) to be treated as a "9.5% Shareholder" (as defined below) with respect to any matter (including, without limitation, election of directors), the votes conferred by the Controlled Shares owned by shareholders of such person's "Controlled Group" (as defined below) will be reduced (and will be automatically reduced in the future) by whatever amount is necessary so that after any such reduction the votes conferred by the Controlled Shares of such person will not result in any other person being treated as a 9.5% Shareholder with respect to the vote on such matter. These reductions will be made pursuant to formulas provided in our Bye-Laws, as applied by the Board within its discretion.

Under Bermuda law, for so long as we have an insurance subsidiary registered under the Insurance Act, the BMA may at any time, by written notice, object to a person holding 10% or more of our common shares if it appears to the BMA that the person is not or is no longer fit and proper to be such a holder. In such a case, the BMA may require the shareholder to reduce its holding of our common shares and direct, among other things, that such shareholder's voting rights attaching to the common shares shall not be exercisable. A person who does not comply with such a notice or direction from the BMA will be guilty of an offense. This may discourage potential acquisition

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proposals and may delay, deter or prevent a change of control of our company, including through transactions, and in particular unsolicited transactions, that some or all of our shareholders might consider to be desirable.

“Controlled Shares” means, in reference to any person, all shares that such person is deemed to own directly, indirectly (within the meaning of Section 958(a) of the U.S. Internal Revenue Code of 1986, as amended (the “Code”)) or, in the case of any U.S. Person, constructively (within the meaning of Section 958(b) of the Code).

“Controlled Group” means, with respect to any person, all shares directly owned by such person and all shares directly owned by each other shareholder any of whose shares are included in the Controlled Shares of such person.

“9.5% Shareholder” means a U.S. Person that (a) owns (within the meaning of Section 958(a) of the Code) any shares and (b) owns, is deemed to own, or constructively owns Controlled Shares which confer votes in excess of 9.5% of the votes conferred by all of the issued and outstanding shares.

In addition, our Bye-Laws provide that the Board may determine that certain shares shall not carry voting rights or shall have reduced voting rights to the extent that the Board reasonably determines, by the affirmative vote of a majority of the directors, that it is necessary to do so to avoid any adverse tax consequences or materially adverse legal or regulatory treatment to us, any of our subsidiaries or any shareholder or its affiliates; *provided* that the Board will use reasonable efforts to ensure equal treatment to similarly situated shareholders to the extent possible under the circumstances.

Our Bye-Laws authorize us to request information from any shareholder for the purpose of determining whether a shareholder’s voting rights are to be adjusted as described above. If, after a reasonable cure period, a shareholder fails to respond to a request by us for information or submits incomplete or inaccurate information in response to a request, the Board may eliminate the shareholder’s voting rights. A shareholder will be required to notify us in the event it acquires actual knowledge that it or one of its investors is the actual, deemed or constructive owner of 9.5% or more of the Controlled Shares.

Our Bye-Laws also provide that if CM Bermuda Limited, a Bermuda exempted company limited by shares (“CM Bermuda”), its “Affiliates” and its “Related Persons” (each as defined in the Investor Rights Agreement, dated as of February 26, 2021, by and among SiriusPoint and CM Bermuda, included as Exhibit 4.5 to our Current Report on Form 8-K filed February 26, 2021, and incorporated by reference herein, and, together with CM Bermuda, the “Investor Affiliated Group”) beneficially own Common Shares or any other authorized or other common shares of SiriusPoint which would cause the Investor Affiliated Group to be treated as the beneficial owner of votes in excess of 9.9% of the votes conferred by all of our issued and outstanding shares with respect to any matter at a general shareholder meeting, then such votes will be reduced by whatever amount is necessary so that after such reduction and giving effect to the reallocation of voting power to other holders of Common Shares, the votes conferred by the Common Shares or any of our other authorized or other common shares that are beneficially owned by the Investor Affiliated Group are equal to, and not less than, 9.9% of the total outstanding vote of such shares with respect to such matter.

Under these provisions, certain shareholders may have their voting rights limited to less than one vote per share, while other shareholders may have voting rights in excess of one vote per share.

#### **Certain Bye-Law Provisions**

The provisions of our Bye-Laws may have an anti-takeover effect and may delay, defer or prevent a tender offer or takeover attempt that an investor might consider in its best interest, including an attempt that might

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result in its receipt of a premium over the market price for its shares. These provisions are also designed, in part, to encourage persons seeking to acquire control of us to first negotiate with our Board, which could result in an improvement of such persons' terms.

#### ***Number of Directors***

Our Bye-laws provide that the Board shall consist of such number of directors, not fewer than five directors, as the Board may from time to time determine in its sole discretion, up to a maximum of thirteen directors.

#### ***Classified Board of Directors***

In accordance with the terms of our Bye-Laws, our Board is divided into three classes, Class I, Class II and Class III. Directors hold office for a three year term. If the number of directors is changed, any increase or decrease is apportioned by our Board among the classes so as to maintain the number of directors in each class as nearly equal as possible, and any director of any class elected to fill a vacancy holds office for a term that coincides with the remaining term of the other directors of that class, but in no case does a decrease in the number of directors shorten the term of any director then in office. A director holds office until the annual general meeting for the year in which his term expires, subject to conditions of our Bye-Laws. Our Bye-Laws further provide that the authorized number of directors may only be changed by resolution of our Board. Additionally, our Board has the power to fill vacancies on the Board as a result of death, disability, disqualification or resignation or as a result of an increase in the size of the Board. This allows our Board to elect a class director to fill a vacant class seat (created by any increase in the number of directors on the Board), without the need to wait for the expiry of such class of director's three year term. Any appointment by our Board to fill a vacancy on the Board is for a term of office equal to the remainder of the full term of the class of directors to which the director was appointed or in which the vacancy was created from any increase in the number of directors, as the case may require.

#### ***Removal of Directors***

Our directors may be removed only for cause by the affirmative vote of the holders of at least 50% of SiriusPoint's voting shares. Any vacancy on our Board resulting from the removal of a director may be filled by the shareholders at the meeting at which such director is removed and, in the absence of such election or appointment, by our Board. A director who is appointed by our Board to fill the vacancy resulting from the removal of a director shall hold office for the remainder of the full term of the class of directors of the removed director.

#### ***No Shareholder Action by Written Consent***

Our Bye-Laws provide that shareholder action may be taken only at an annual general meeting or special general meeting of shareholders and may not be taken by written consent in lieu of a meeting. Failure to satisfy any of the requirements for a shareholder meeting could delay, prevent or invalidate shareholder action.

#### ***Shareholder Advance Notice Procedures***

Our Bye-Laws establish an advance notice procedure for shareholders depending on whether the shareholders are nominating candidates for election as directors or whether the shareholders are bringing other business before either an annual general meeting or special general meeting of the shareholders. For nominations of persons for election to our Board, to be timely, the shareholder's notice is required to be delivered to or mailed and received by us, (i) in the case of an annual general meeting, not less than 70 days nor more than 120 days before the anniversary date of the preceding annual meeting, except that if the annual meeting is set for a date

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that is not within 30 days before or after such anniversary date, we must receive the notice not later than the close of business on the tenth day following the day on which notice of the date of the annual general meeting was mailed or public disclosure of the date of the annual general meeting was made, whichever first occurs, and (ii) in the case of a special general meeting called for the purpose of electing directors, not later than the close of business on the tenth day following the day on which notice of the date of the special general meeting was mailed or public disclosure of the date of the special general meeting was made, whichever first occurs. For proposals of business other than the nominations of persons for election to our Board to be timely, the shareholder's notice is required to be delivered to or mailed and received by us, (i) in the case of an annual general meeting, not less than 90 days nor more than 120 days before the anniversary date of the preceding annual meeting, except that if the annual meeting is set for a date that is not within 30 days before or after such anniversary date, we must receive the notice not later than ten days following the day on which notice of the date of the annual general meeting was mailed or public disclosure of the date of the annual general meeting was made, whichever first occurs, and (ii) in the case of a special general meeting, not later than seven days following the day on which notice of the date of the special general meeting was mailed or public disclosure of the date of the special general meeting was made, whichever first occurs.

#### ***Nominations and Other Proposals***

Nominations of persons for election to our Board and other proposals of business to be brought before the general meeting must comply with the Company's Bye-Laws.

#### ***Amendments to Memorandum of Association and Bye-Laws***

Amendments to our Bye-Laws require an affirmative vote of majority of our Board and a majority of the outstanding shares then entitled to vote at any annual or special general meeting of shareholders; provided, however, that specified provisions of the Bye-Laws may not be amended, altered or repealed unless the amendment is approved by the affirmative vote of the holders of at least 66.67% of the issued and outstanding shares then entitled to vote at any annual or special general meeting of shareholders, including the provisions governing voting, the election of directors, the classified Board, director removal and amendments to the Bye-Laws and Memorandum of Association. Amendments to the Memorandum of Association require an affirmative vote of majority of our Board and 66.67% of the outstanding shares then entitled to vote at any annual or special general meeting of shareholders.

In addition, no amendment to our Bye-Laws or Memorandum of Association which would have a material adverse effect on the rights of Daniel S. Loeb may be made without his consent, but only for so long as he holds a number of shares equal to at least 25% of the total number of shares held by him on December 22, 2011.

These provisions make it more difficult for any person to remove or amend any provisions in the Memorandum of Association and Bye-Laws that may have an anti-takeover effect.

#### ***Business Combinations***

Our Bye-Laws provide that we are prohibited from engaging in any "business combination" with any "interested shareholder" for a period of three years following the time that the shareholder became an interested shareholder without the approval by our Board and the authorization at an annual or special general meeting by the affirmative vote of at least 66.67% of the issued and outstanding voting shares that are not owned by the interested shareholder unless:

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1. prior to the time that the person became an interested shareholder, our Board approved either such business combination or the transaction which resulted in the person becoming an interested shareholder; or
2. upon consummation of the transaction which resulted in the person becoming an interested shareholder, the interested shareholder owned at least 85% of the number of our issued and outstanding voting shares at the time the transaction commenced, excluding for the purposes of determining the number of shares issued and outstanding those shares owned (i) by persons who are directors and also officers and (ii) employee share plans in which employee participants do not have the right to determine whether shares held subject to the plan will be tendered in a tender or exchange offer.

Our Bye-Laws define “business combination” to include the following:

1. any merger or consolidation of SiriusPoint with the interested shareholder or its affiliates;
2. any sale, lease, exchange, mortgage, transfer, pledge or other disposition of 10% or more of our assets involving the interested shareholder;
3. subject to specified exceptions, any transaction that results in the issuance or transfer by us of any shares of ours to the interested shareholder;
4. any transaction involving us that has the effect of increasing the proportionate share of any class or series of its shares beneficially owned by the interested shareholder; or
5. any receipt by the interested shareholder of the benefit of any loans, advances, guarantees, pledges or other financial benefits provided by or through us.

An “interested shareholder” is any entity or person who, together with affiliates and associates, owns, or within the previous three years owned, 15% or more of our issued and outstanding voting shares.

In respect of any business combination to which the restrictions in our Bye-Laws do not apply but which the Companies Act 1981 of Bermuda (the “Companies Act”) requires to be approved by the shareholders, the necessary shareholders’ approval is the affirmative vote of a majority of the votes cast for any business combination which has been approved by our Board, but where such business combination has not been approved by our Board, the necessary shareholders’ approval requires the affirmative vote of shares carrying not less than 66 2/3% of the total voting rights of all issued and outstanding shares. The same shareholder approval thresholds also apply in respect of any merger or amalgamation which is not considered a “business combination” but for which the Companies Act requires shareholder approval.

#### ***Consent to Special Actions***

Pursuant to the Investor Rights Agreement, dated as of February 26, 2021, by and among SiriusPoint and Daniel S. Loeb, included as Exhibit 4.6 to our Current Report on Form 8-K filed February 26, 2021 and incorporated by reference herein, we shall not, and shall cause our subsidiaries not to, enter into any transaction with any (i) affiliate of ours, (ii) shareholder and/or director, officer, employee, and/or affiliate of any shareholder and/or (iii) director, officer, employee, and/or affiliate of any of the foregoing without the prior written consent of Daniel S. Loeb for so long as he holds shares representing at least 25% of the shares held by him on December 22, 2011.

#### ***Meetings of Shareholders***

Our annual general meeting will be held each year. A special general meeting will be held when, in the judgment of the Chairman, any two of our directors, any director and our Secretary or our Board, such a meeting is

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necessary. In addition, upon receiving a requisition from holders of at least 1/10th of our voting shares, our Board shall convene a special general meeting. At least two or more persons representing more than 50% of the aggregate voting power must be present to constitute a quorum for the transaction of business at a general meeting; *provided* that if we shall at any time have only one shareholder, one shareholder present in person or by proxy shall form a quorum for the transaction of business at any general meeting held during such time. As determined according to certain adjustments of voting power specified in our Bye-Laws (see “— Voting Rights”), questions proposed for consideration by the shareholders will be decided by the affirmative vote of the majority of the votes cast.

#### **Transfer Agent and Registrar**

The transfer agent and registrar for Common Shares is Computershare Trust Company, N.A.

#### **Listing**

Common Shares are listed on the NYSE under the symbol “SPNT”.

### **PREFERENCE SHARES**

Pursuant to Bermuda law and our Bye-Laws, the SiriusPoint Board of Directors (the “Board”) by resolution may establish one or more series of Preference Shares having such number of shares, designations, dividend rates, relative voting rights, conversion or exchange rights, redemption rights, liquidation rights and other relative participation, optional or other special rights, qualifications, limitations or restrictions as may be fixed by the Board without any further shareholder approval. Such rights, preferences, powers and limitations as may be established could have the effect of discouraging an attempt to obtain control of SiriusPoint.

#### **Designation**

The distinctive serial designation of the Series B Preference Shares is “8.00% Resettable Fixed Rate Preference Shares, Series B.”

#### **Authorized Shares**

As of December 31, 2021, we had 8,000,000 Series B Preference Shares authorized, all of which were issued and outstanding. We may from time to time elect to issue additional Series B Preference Shares, and all the additional shares so issued will be a part of, and form a single series with, and rank on a parity basis with, the Series B Preference Shares.

#### **Dividends**

##### *Rate and Payment of Dividends*

The Board of Directors may, subject to Bermuda law and our Bye-Laws, declare a cumulative cash dividend to be paid to holders of the Series B Preference Shares, from, and including, August 31, 2021, quarterly in arrears, on the last day of February, May, August and November of each year (each, a “Dividend Payment Date”), from and including November 30, 2021. The Series B Preference Shares were initially issued on February 26, 2021 (the “Original Issue Date”), and the Company paid a full cash dividend on May 31, 2021. On August 5, 2021, the Board of Directors approved a quarterly cash dividend of \$0.50 per Series B Preference Share to holders of record on August 16, 2021, which is payable on August 31, 2021. Based on the contemplated T+5 settlement cycle for this

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offering, the Selling Shareholders will be the holders of record on August 16, 2021 for the Series B Preference Shares offered pursuant to this prospectus supplement and will be entitled to such \$0.50 quarterly dividend payment payable on August 31, 2021, and purchasers of the Series B Preference Shares in this offering will not receive the dividend payment on August 31, 2021. Therefore, the first Dividend Payment Date for purchasers of the Series B Preference Shares offered pursuant to this prospectus supplement will be the next Dividend Payment Date following August 31, 2021.

Subject to the terms above, any dividends are payable, with respect to each Dividend Period (as defined below), in an amount per Series B Preference Share equal to (i) from and including August 31, 2021, to but excluding February 26, 2026 (the "First Reset Date"), an amount equal to 8.00% of \$25.00 per annum and (ii) from and including the First Reset Date, during each Reset Period (as defined below), an amount equal (A) to the Five-Year U.S. Treasury Rate (as defined below) as of the most recent Reset Dividend Determination Date (as defined below) plus (B) 7.298% of \$25.00 per annum (the "Dividend Rate"). Dividends payable on the Series B Preference Shares are computed on the basis of a 360-day year consisting of twelve 30-day months with respect to a full Dividend Period, and on the basis of the actual number of days elapsed during such Dividend Period with respect to a Dividend Period other than a full Dividend Period.

- a) "Business Day" means a day that is a Monday, Tuesday, Wednesday, Thursday or Friday and is not a day on which banking institutions in New York City generally are authorized or obligated by law or executive order to close.
  - b) "Calculation Agent" means the nationally recognized calculation agent appointed by the Company prior to the First Reset Date.
  - c) "Five-Year U.S. Treasury Rate" means, as of any Reset Dividend Determination Date, as applicable:
    - i. an interest rate (expressed as a decimal) determined to be the per annum rate equal to the average of the yields to maturity for the five Business Days immediately prior to such Reset Dividend Determination Date for U.S. Treasury securities with a maturity of five years from the next Reset Date (as defined below) appearing under the caption "Treasury Constant Maturities" in the most recently published statistical release designated H.15 Daily Update or any successor publication which is published by the Federal Reserve Board, as determined by the Calculation Agent; or
    - ii. if there is no such published U.S. Treasury security with a maturity of five years from the next Reset Date and trading in the public securities markets, then the rate will be determined by interpolation between the average of the yields to maturity for the five Business Days immediately prior to such Reset Dividend Determination Date for two series of U.S. Treasury securities trading in the public securities market, (A) one maturing as close as possible to, but earlier than, the Reset Date following the next succeeding Reset Dividend Determination Date, and (B) the other maturity as close as possible to, but later than, the Reset Date following the next succeeding Reset Dividend Determination Date, in each case as published in the most recently published statistical release designated H.15 Daily Update under the caption "Treasury Constant Maturities" or any successor publication which is published by the Federal Reserve Bank. The Five-Year U.S. Treasury Rate will be determined by the Calculation Agent on the applicable Reset Dividend Determination Date.
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If the Five-Year U.S. Treasury Rate cannot be determined pursuant to the methods described in clauses (i) or (ii) above, then the Five-Year U.S. Treasury Rate will be the same interest rate determined for the prior Reset Dividend Determination Date.

- d) "Reset Date" means the First Reset Date and each date falling on the fifth anniversary of the preceding Reset Date, which, in each case, will not be adjusted for Business Days.
- e) "Reset Dividend Determination Date" means, in respect of any Reset Period, the day falling three Business Days prior to the beginning of such Reset Period.
- f) "Reset Period" means the period from, and including, the First Reset Date to, but excluding, the next following Reset Date and thereafter each period from, and including, each Reset Date to, but excluding, the next following Reset Date.

Dividends that are payable on Series B Preference Shares on any Dividend Payment Date are payable to holders of record of Series B Preference Shares on the applicable record date, which will be the 15th calendar day before that Dividend Payment Date or such other record date fixed by the Board of Directors or a duly authorized committee of the Board of Directors that is not more than 30 nor less than 10 days prior to such Dividend Payment Date (each, a "Dividend Record Date").

Each dividend period (a "Dividend Period") commences on and includes a Dividend Payment Date (other than the initial Dividend Period, which commences on and includes the Original Issue Date, *provided* that, for any Series B Preference Shares issued after the Original Issue Date, the initial Dividend Period for such shares may commence on and include such other date as the Board of Directors or a duly authorized committee of the Board of Directors shall determine and publicly disclose at the time such additional shares are issued) and ends on, but excludes, the next Dividend Payment Date. Dividends payable in respect of a Dividend Period are payable in arrears (*i.e.*, on the first Dividend Payment Date after such Dividend Period).

Dividends on the Series B Preference Shares are cumulative. Dividends on each Series B Preference Share accrue from, and include, the Original Issue Date, whether or not declared, and whether or not there are earnings or profits, surplus or other funds or assets of the Company legally available for the payment of dividends.

Holders of Series B Preference Shares are not entitled to any dividends or other distributions, whether payable in cash, securities or other property, in excess of full cumulative dividends payable on the Series B Preference Shares as specified herein (subject to the other provisions of the Series B Preference Shares Certificate of Designation).

#### *Priority of Dividends*

So long as any Series B Preference Shares remain issued and outstanding, unless full cumulative dividends for all past Dividend Periods on issued and outstanding Series B Preference Shares have been declared and paid (or declared and a sum sufficient for the payment thereof has been set aside), (i) no dividend will be declared or paid on the Common Shares or any other Junior Shares, other than a dividend payable solely in Common Shares or other Junior Shares, as applicable, and (ii) no Common Shares or other Junior Shares will be purchased, redeemed or otherwise acquired for consideration by the Company, directly or indirectly (other than (A) as a result of a reclassification of Junior Shares for or into other Junior Shares, or the exchange or conversion of one Junior Share for or into another Junior Share, (B) through the use of the proceeds of a substantially contemporaneous sale of Junior Shares or (C) as required by or necessary to fulfill the terms of any employment contract, benefit plan or similar arrangement with or for the benefit of one or more employees, directors or consultants).

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### *Restrictions on Payment of Dividends*

Pursuant to and subject to the Companies Act, we may not lawfully declare or pay a dividend if we have reasonable grounds for believing that we are, or would after payment of the dividend be, unable to pay our liabilities as they become due, or that the realizable value of our assets would, after payment of the dividend, be less than the aggregate value of our liabilities. Additionally, dividends on the Series B Preference Shares will not be declared, paid or set aside for payment if we are, or after giving effect to such act would be, in breach of applicable individual or group solvency and liquidity requirements or the group Enhanced Capital Requirement or such other Applicable Supervisory Regulations or other applicable laws, rules and regulations imposed by an Applicable Supervisor (as such capitalized terms are defined below).

### **Payment of Additional Amounts**

We will make all payments on the Series B Preference Shares free and clear of and without withholding or deduction at source for, or on account of, any present or future taxes, fees, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of any Relevant Taxing Jurisdiction (as defined under “— Redemption — Additional Amounts”), unless such taxes, fees, duties, assessments or governmental charges are required to be withheld or deducted by (i) the laws (or any regulations or rulings promulgated thereunder) of any Relevant Taxing Jurisdiction or (ii) an official position regarding the application, administration, interpretation or enforcement of any such laws, regulations or rulings (including, without limitation, a holding by a court of competent jurisdiction or by a taxing authority in any Relevant Taxing Jurisdiction). If we are required to impose a withholding or deduction with respect to payments on the Series B Preference Shares, we will, subject to certain limitations and exceptions described below, pay to the holders of the Series B Preference Shares such additional amounts (the “additional amounts”) as dividends as may be necessary so that every net payment, after such withholding or deduction (including any such withholding or deduction from such additional amounts), will be equal to the amounts we would otherwise have been required to pay had no such withholding or deduction been required.

We will not be required to pay any additional amounts for or on account of:

- a) any tax, fee, duty, assessment or governmental charge of whatever nature that would not have been imposed but for the fact that (x) such holder was a resident, domiciliary or national of, or engaged in business or maintained a permanent establishment or was physically present in, the Relevant Taxing Jurisdiction or any political subdivision thereof or otherwise had some connection with the Relevant Taxing Jurisdiction other than by reason of the mere ownership of, or receipt of payment under, the Series B Preference Shares or (y) any Series B Preference Shares were presented for payment (where presentation is required for payment) more than 30 days after the Relevant Date (except to the extent that the holder would have been entitled to such amounts if it had presented such shares for payment on any day within such 30 day period). The “Relevant Date” means, in respect of any payment, the date on which such payment first becomes due and payable, but if the full amount of the moneys payable has not been received by the dividend disbursing agent on or prior to such due date, it means the first date on which the full amount of such moneys having been so received and being available for payment to holders and notice to that effect shall have been duly given to the holders of the Series B Preference Shares;
  - b) any estate, inheritance, gift, sale, transfer, personal property or similar tax, assessment or other governmental charge or any tax, assessment or other governmental charge that is payable otherwise than by withholding or deduction from payment of the liquidation preference or of any dividends on the Series B Preference Shares;
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- c) any tax, fee, duty, assessment or other governmental charge that is imposed or withheld by reason of the failure by the holder of such Series B Preference Shares to comply with any reasonable request by us addressed to the holder within 90 days of such request (i) to provide information concerning the nationality, residence or identity of the holder or (ii) to make any declaration or other similar claim or satisfy any information or reporting requirement that is required or imposed by statute, treaty, regulation or administrative practice of the Relevant Taxing Jurisdiction as a precondition to exemption from all or part of such tax, fee, duty, assessment or other governmental charge;
- d) any tax, fee, duty, assessment or governmental charge required to be withheld or deducted under Sections 1471 through 1474 of the Code (or any Treasury Regulations or other administrative guidance thereunder), any agreements entered into under section 1471(b)(1) of the Code, intergovernmental agreements relating to the foregoing or any fiscal or regulatory legislation, rules or practices adopted pursuant to any such intergovernmental agreement; or
- e) any combination of items (a), (b), (c), and (d).

In addition, we will not pay additional amounts with respect to any payment on the Series B Preference Shares to any holder that is a fiduciary, partnership, limited liability company or other pass-through entity other than the sole beneficial owner of such Series B Preference Shares if such payment would be required by the laws of the Relevant Taxing Jurisdiction to be included in the income for tax purposes of a beneficiary or partner or settlor with respect to such fiduciary or a member of such partnership, limited liability company or other pass-through entity or a beneficial owner to the extent such beneficiary, partner or settlor would not have been entitled to such additional amounts had it been the holder of the Series B Preference Shares.

#### **Liquidation Rights**

##### *Voluntary or Involuntary Liquidation*

In the event of any liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, holders of the Series B Preference Shares are entitled to receive, out of the assets of the Company available for distribution to shareholders of the Company, after satisfaction of all liabilities and obligations to creditors and Senior Shares of the Company (including provision (reserves) for policyholder obligations of the Company's subsidiaries), if any, but before any distribution of such assets is made to the holders of Common Shares and any other Junior Shares, a liquidating distribution in the amount equal to \$25.00 per Series B Preference Share, plus any unpaid, accrued cumulative dividends, whether or not declared, on such Series B Preference Share, without interest on such unpaid dividends, to the date fixed for distribution.

##### *Partial Payment*

After payment of the full amount of any distribution described in “— Voluntary or Involuntary Liquidation” above, to which holders are entitled, holders of the Series B Preference Shares will have no right or claim to any of the Company's remaining assets. If in any distribution described in “— Voluntary or Involuntary Liquidation” above, the assets of the Company are not sufficient to pay the Liquidation Preferences (as defined below) in full to all holders of Series B Preference Shares and all holders of any Parity Shares, the amounts payable to the holders of Series B Preference Shares and to the holders of all such other Parity Shares will be paid *pro rata* in accordance with the respective aggregate Liquidation Preferences of the holders of Series B Preference Shares and the holders of all such other Parity Shares, but only to the extent the Company has assets available after satisfaction of all liabilities to creditors and holders of Senior Shares.

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In any such distribution, the "Liquidation Preference" of any holder of Series B Preference Shares or Parity Shares of the Company means the amount otherwise payable to such holder in such distribution (assuming no limitation on the assets of the Company available for such distribution), including any unpaid, accrued cumulative dividends, whether or not declared, in the case of any holder of Series B Preference Shares or any holder of Parity Shares on which dividends accrue on a cumulative basis (but excluding any dividends that had not previously been declared with respect to any non-cumulative Parity Shares).

#### *Residual Distributions*

If the Liquidation Preference has been paid in full to all holders of Series B Preference Shares and any holders of Parity Shares, the holders of Junior Shares of the Company are entitled to receive all remaining assets of the Company according to their respective rights and preferences.

#### *Contractual Subordination*

The Series B Preference Shares are subordinated in right of payment to all obligations of the Company's subsidiaries, including all existing and future policyholders' obligations of such subsidiaries.

#### *Merger, Consolidation and Sale of Assets Not Liquidation*

The consolidation, amalgamation, merger, arrangement, reincorporation, de-registration, reconstruction, reorganization or other similar transaction involving the Company or the sale or transfer of all or substantially all of the shares or the property or business of the Company shall not be deemed to constitute a liquidation, dissolution or winding-up.

#### **Redemption**

The Series B Preference Shares are perpetual and have no fixed maturity date. The Series B Preference Shares may not be redeemed by the Company except as set forth below.

#### *Redemption after First Reset Date*

The Company may redeem the Series B Preference Shares, in whole or in part, upon notice, on the First Reset Date and on any subsequent Reset Date at a redemption price equal to \$25.00 per Series B Preference Share, plus any unpaid, accrued cumulative dividends, whether or not declared, on such Series B Preference Share, to, but excluding, any date fixed for redemption in accordance with this section (a "Redemption Date"), without interest on such unpaid dividends; *provided* that no such redemption may occur unless either (1) the Company has sufficient funds in order to meet the Enhanced Capital Requirement (as defined below) and the Applicable Supervisor (as defined below) approves of the redemption or (2) the Company replaces the capital represented by the Series B Preference Shares to be redeemed with capital having equal or better capital treatment as the Series B Preference Shares under the Enhanced Capital Requirement (the conditions described in clauses (1) and (2), the "Redemption Requirements").

- a) "Applicable Supervisor" means the BMA, or, should the BMA no longer have jurisdiction or responsibility to regulate the Company or the Insurance Group, as the context requires, a regulator which is otherwise subject to Applicable Supervisory Regulations (as defined below).
  - b) "Applicable Supervisory Regulations" means such insurance supervisory laws, rules and regulations relating to group supervision or the supervision of single insurance entities, as applicable, which are applicable to the Company or the Insurance Group, and which initially means the Group Rules (as defined
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below) until such time when the BMA no longer has jurisdiction or responsibility to regulate the Company or the Insurance Group.

- c) "Enhanced Capital Requirement" means the enhanced capital and surplus requirement applicable to the Insurance Group and as defined in the Insurance Act (as defined below) or, should the Insurance Act or the Group Rules no longer apply to the Insurance Group, any and all other solvency capital requirements or any other requirement to maintain assets applicable to the Company or in respect of the Insurance Group, as applicable, pursuant to the Applicable Supervisory Regulations.
- d) "Group Solvency Standards" means the Bermuda Insurance (Prudential Standards) (Insurance Group Solvency Requirement) Rules 2011, as those rules and regulations may be amended or replaced from time to time.
- e) "Group Rules" means the Group Solvency Standards, together with the Group Supervision Rules.
- f) "Group Supervision Rules" means the Bermuda Insurance (Group Supervision) Rules 2011, as those rules and regulations may be amended or replaced from time to time.
- g) "Insurance Act" means the Bermuda Insurance Act 1978, as amended from time to time.
- h) "Insurance Group" means all of the subsidiaries of the Company that are regulated insurance or reinsurance companies (or part of such regulatory group) pursuant to the Applicable Supervisory Regulations.

In addition, under Bermuda law, we may not lawfully redeem preference shares (including the Series B Preference Shares) if on the date redemption is to be effected there are reasonable grounds for believing that we are, or after the redemption would be, unable to pay our liabilities as they become due, or that we are, or after such redemption would be, in breach of applicable individual or group solvency and liquidity requirements or the group Enhanced Capital Requirement or such other Applicable Supervisory Regulations or other applicable rules, regulations or restrictions as may from time to time be issued or imposed by an Applicable Supervisor. In addition, if the redemption price is to be paid out of funds otherwise available for dividends or distributions, no redemption may be made if the realizable value of our assets would thereby be less than the aggregate of our liabilities. Preference shares (including the Series B Preference Shares) may not be redeemed except out of the capital paid up thereon, out of funds of ours that would otherwise be available for dividends or distributions or out of the proceeds of a new issue of shares made for the purpose of the redemption. The premium, if any, payable on redemption must be provided for out of funds of ours that would otherwise be available for dividend or distribution or out of our share premium account before the Series B Preference Shares are redeemed or purchased.

Unless full cumulative dividends on all issued Series B Preference Shares and all Parity Shares shall have been declared and paid (or declared and a sum sufficient for the payment thereof set aside for payment) for all past Dividend Periods, no Series B Preference Shares or any Parity Shares may be redeemed, purchased or otherwise acquired by us unless all issued Series B Preference Shares and any Parity Shares are redeemed; *provided* that we may acquire fewer than all of the issued Series B Preference Shares or Parity Shares pursuant to a purchase or exchange offer made to all holders of issued Series B Preference Shares and Parity Shares upon such terms as the Board of Directors in its sole discretion after consideration of the respective annual dividend rate and other relative rights and preferences of the respective classes or series, will determine (which determination will be final and conclusive) will result in fair and equitable treatment among the respective classes or series; *provided, further*, that the Series A Preference Shares may be forfeited, issued and converted into Common Shares in accordance with the terms of the Series A Preference Shares.

#### *Capital Disqualification Event*

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The Company may redeem, in whole, but not in part, all of the Series B Preference Shares, upon notice, at a redemption price equal to \$25.00 per Series B Preference Share, plus any unpaid, accrued cumulative dividends, whether or not declared, on such Series B Preference Share, to, but excluding, the Redemption Date, without interest on such unpaid dividends, at any time within 90 days following the occurrence of the date on which the Company has reasonably determined, based on the advice of external legal, financial and tax advisers with knowledge of such matters, as applicable, that, as a result of (i) any amendment to, or change in, those laws or regulations of the jurisdiction of the Applicable Supervisor that is enacted or becomes effective after the Original Issue Date or (ii) any official administrative decision or judicial decision or administrative action or other official pronouncement interpreting or applying those laws or regulations that are announced after the Original Issue Date, a Capital Disqualification Event (as defined below) has occurred; *provided* that no such redemption may occur unless one of the Redemption Requirements is satisfied.

“Capital Disqualification Event” means that the Series B Preference Shares do not qualify, in whole or in part (including as a result of any transitional or grandfathering provisions or otherwise), for purposes of determining the solvency margin, capital adequacy ratios or any other comparable ratios, regulatory capital resource or level, of the Company or any subsidiary thereof, where capital is subdivided into tiers, as at least Tier 2 capital securities, under then-applicable Capital Adequacy Regulations imposed upon the Company by the Applicable Supervisor, which would include, without limitation, the Company’s Enhanced Capital Requirement, except as a result of any applicable limitation on the amount of such capital.

“Capital Adequacy Regulations” means the solvency margin, capital adequacy regulations or any other regulatory capital rules applicable to the Company from time to time on an individual or group basis pursuant to Bermuda law and/or the laws of any other relevant jurisdiction and which set out the requirements to be satisfied by financial instruments to qualify as solvency margin or additional solvency margin or regulatory capital (or any equivalent terminology employed by the then-applicable capital adequacy regulations).

#### *Additional Amounts*

The Company may redeem, in whole, but not in part, all of the Series B Preference Shares, upon notice, at a redemption price equal to \$25.00 per Series B Preference Share, plus any unpaid, accrued cumulative dividends, whether or not declared, on such Series B Preference Share, to, but excluding, the Redemption Date, without interest on such unpaid dividends, if there is, in the Company’s reasonable determination, based on the advice of external legal, financial and tax advisers with knowledge of such matters, as applicable, a substantial probability that the Company or any entity formed by a consolidation, merger, amalgamation or other similar transaction involving the Company or the entity to which the Company conveys, transfers or leases all or substantially all of its properties and assets (a “Successor Company”) would become obligated to pay additional amounts on the next succeeding Dividend Payment Date with respect to the Series B Preference Shares and the payment of those additional amounts could not be avoided by the use of any reasonable measures available to the Company or any Successor Company (a “Tax Event”); *provided* that no such redemption may occur unless one of the Redemption Requirements is satisfied.

As used in this prospectus supplement, “Relevant Taxing Jurisdiction” means (i) Bermuda or any political subdivision or governmental authority of or in Bermuda with the power to tax, (ii) any jurisdiction from or through which we or our dividend disbursing agent is making payments on the Series B Preference Shares or any political subdivision or governmental authority of or in that jurisdiction with the power to tax or (iii) any other jurisdiction

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in which we or any successor company is organized or generally subject to taxation or any political subdivision or governmental authority of or in that jurisdiction with the power to tax.

#### *Rating Agency Event*

The Company may redeem, in whole, but not in part, all of the Series B Preference Shares, upon notice, at a redemption price equal to \$25.50 per Series B Preference Share, plus any unpaid, accrued cumulative dividends, whether or not declared, on such Series B Preference Share, to, but excluding, the Redemption Date, without interest on such unpaid dividends, within 90 days after a nationally recognized statistical rating organization, as defined in Section 3(a)(62) of the Exchange Act that publishes a rating for the Company as of the Original Issue Date (a "Rating Agency") amends, clarifies or changes the criteria it uses to assign equity credit to securities such as the Series B Preference Shares, which amendment, clarification or change results in a Rating Agency Event; *provided* that no such redemption may occur unless one of the Redemption Requirements is satisfied.

As used herein, a "Rating Agency Event" occurs if any Rating Agency that then publishes a rating for the Company amends, clarifies or changes the criteria it uses to assign equity credit to securities such as the Series B Preference Shares, which amendment, clarification, or change results in:

- i. the shortening of the length of time the Series B Preference Shares are assigned a particular level of equity credit by that Rating Agency as compared to the length of time they would have been assigned that level of equity credit by that Rating Agency or its predecessor on the initial issuance of the Series B Preference Shares; or
- ii. the lowering of the equity credit (including up to a lesser amount) assigned to the Series B Preference Shares by that Rating Agency as compared to the equity credit assigned by that Rating Agency or its predecessor on the initial issuance of the Series B Preference Shares.

The Series B Preference Shares are not subject to any mandatory redemption, sinking fund, retirement fund or purchase fund or other similar provisions. Holders of Series B Preference Shares have no right to require redemption, repurchase or retirement of any Series B Preference Shares.

#### *Procedures for Redemption*

The redemption price for any Series B Preference Shares shall be payable on the Redemption Date to the holders of such shares against book-entry transfer or surrender of the certificate(s) evidencing such shares to us or our agent. Prior to delivering any notice of redemption as provided below, we shall file with our corporate records a certificate signed by one of our officers affirming our compliance with the redemption provisions under the Companies Act relating to the Series B Preference Shares, and stating that there are reasonable grounds for believing that we are, and after the redemption will be, able to pay our liabilities as they become due and that the redemption will not cause us to breach any provision of applicable Bermuda law or regulation. We shall mail a copy of the Series B Preference Shares Certificate of Designation with the notice of any redemption.

#### *Notice Requirements*

Notice of every redemption of Series B Preference Shares shall be given by first class mail, postage prepaid, addressed to the holders of record of the Series B Preference Shares to be redeemed at their respective last addresses appearing on our share register. Such mailing shall be at least 15 days and not more than 60 days before the date fixed for redemption. Any such notice mailed shall be conclusively presumed to have been duly given, whether or not the holder receives such notice, but failure duly to give such notice by mail, or any defect in

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such notice or in the mailing thereof, to any holder of Series B Preference Shares designated for redemption shall not affect the validity of the proceedings for the redemption of any other Series B Preference Shares. Notwithstanding the foregoing, if the Series B Preference Shares or any depository shares representing interests in the Series B Preference Shares are issued in book-entry form through DTC or any other similar facility, notice of redemption and a copy of the Series B Preference Shares Certificate of Designation may be given to the holders of Series B Preference Shares at such time and in any manner permitted by such facility. Each such notice given to a holder shall state: (i) the Redemption Date; (ii) the number of Series B Preference Shares to be redeemed and, if less than all the Series B Preference Shares held by such holder are to be redeemed, the number of such Series B Preference Shares to be redeemed from such holder; (iii) the redemption price; and (iv) that the Series B Preference Shares should be delivered via book-entry transfer or the place or places where certificates, if any, for such Series B Preference Shares are to be surrendered for payment of the redemption price.

#### **Substitution or Variation**

At any time following a Tax Event or at any time following a Capital Disqualification Event, the Company may, without the consent of any holders of the Series B Preference Shares, vary the terms of the Series B Preference Shares such that they remain securities, or exchange the Series B Preference Shares with new securities, which (i) in the case of a Tax Event, would eliminate the substantial probability that the Company or any Successor Company would be required to pay any additional amounts with respect to the Series B Preference Shares or (ii) in the case of a Capital Disqualification Event, would cause the Series B Preference Shares to become securities that qualify as at least Tier 2 capital, where capital is subdivided into tiers or its equivalent under then-applicable Capital Adequacy Regulations imposed upon us by the Applicable Supervisor, including the Enhanced Capital Requirement, for purposes of determining the solvency margin, capital adequacy ratios or any other comparable ratios, regulatory capital resource or level of the Company or any subsidiary thereof. In either case, the terms of the varied securities or new securities considered in the aggregate cannot be less favorable to holders than the terms of the Series B Preference Shares prior to being varied or exchanged; *provided* that no such variation of terms or securities received in exchange shall change the specified denominations of, dividend payable on, the Redemption Dates (other than any extension of the period during which an optional redemption may not be exercised by the Company) or currency of, the Series B Preference Shares, reduce the liquidation preference thereof, lower the ranking in right of payment with respect to the payment of dividends or the distribution of assets upon liquidation, dissolution or winding-up of the Series B Preference Shares, or change the foregoing list of items that may not be so amended as part of such substitution or variation.

Further, no such variation of terms or securities received in exchange shall impair the right of a holder of the securities to institute suit for the payment of any amounts due (as provided under the Series B Preference Shares Certificate of Designation), but unpaid with respect to such holder's securities.

Prior to any substitution or variation, the Company is required to deliver a certificate signed by two executive officers of the Company to the transfer agent for the Series B Preference Shares confirming that (x) a Capital Disqualification Event or a Tax Event has occurred and is continuing (as reasonably determined by the Company) and (y) the terms of the varied or new securities, considered in the aggregate, are not less favorable, including from a financial perspective, to holders and beneficial owners of the Series B Preference Shares than the terms of the Series B Preference Shares prior to being varied or exchanged (as reasonably determined by the Company).

Any substitution or variation of the Series B Preference Shares described above may only be made after notice is given to the holders of the Series B Preference Shares not less than 15 days nor more than 60 days prior to the date fixed for substitution or variation, as applicable.

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## Voting Rights

The Series B Preference Shares have no voting rights except as set forth below or as otherwise from time to time required by law. On any item on which the holders of the Series B Preference Shares are entitled to vote, such holders are entitled to one vote for each Series B Preference Share held.

### *Right to Elect Two Directors upon Nonpayment Events*

If and whenever dividends in respect of any Series B Preference Shares shall have not been declared and paid, on a cumulative basis, for the equivalent of six or more Dividend Periods, whether or not consecutive, the holders of Series B Preference Shares, voting together as a single class with the holders of any and all Voting Preference Shares (as defined below) then issued and outstanding, shall be entitled to vote for the election of a total of two additional members of the Board of Directors; *provided* that it shall be a qualification for election for any such Preference Shares Director that the election of any such directors shall not cause the Company to violate the corporate governance requirements of the SEC or the NYSE (or any other securities exchange or other trading facility on which securities of the Company may then be listed or quoted) that listed or quoted companies must have a majority of independent directors. The Company shall use its best efforts to increase the number of directors constituting the Board of Directors to the extent necessary to effectuate such right, and, if necessary, to amend the Bye-Laws. Each Preference Shares Director shall be added to an already existing class of directors. Such "Voting Preference Shares" means any other class or series of preference shares ranking equally with the Series B Preference Shares with respect to dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company and upon which like voting rights have been conferred and are exercisable.

In the event that the holders of the Series B Preference Shares, and any such other holders of Voting Preference Shares (as defined below), shall be entitled to vote for the election of the Preference Shares Directors following a Nonpayment Event, such directors shall be initially elected following such Nonpayment Event only at a special general meeting, or at any annual general meeting of shareholders, and thereafter at the annual general meeting of shareholders.

At any time when such special voting power has vested in the holders of any of the Series B Preference Shares and any such other holders of Voting Preference Shares as described above, the chief executive officer of the Company shall, upon the written request of the holders of record of at least 10% of the aggregate liquidation preference of the Series B Preference Shares and Voting Preference Shares (taken together as a single class) then issued and outstanding addressed to the secretary of the Company, call a special general meeting of the holders of the Series B Preference Shares and Voting Preference Shares for the purpose of electing directors. Such meeting shall be held at the earliest practicable date in such place as may be designated pursuant to the Bye-Laws (or if there be no designation, at the Company's principal office in Bermuda). If such meeting shall not be called by the Company's proper officers within 20 days after the Company's secretary has been personally served with such request, or within 60 days after mailing the same by registered or certified mail addressed to the Company's secretary at the Company's principal office, then the holders of record of at least 10% of the aggregate liquidation preference of the Series B Preference Shares and Voting Preference Shares (taken together as a single class) then issued and outstanding may designate in writing one such holder to call such meeting at the Company's expense, and such meeting may be called by such holder so designated upon the notice required for annual general meetings of shareholders and shall be held in Bermuda, unless the Company otherwise designates.

Notwithstanding the foregoing, no such special general meeting shall be called during the period within 60 days immediately preceding the date fixed for the next annual general meeting of shareholders.

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At any annual or special general meeting at which the holders of the Series B Preference Shares and any such other holders of Voting Preference Shares shall be entitled to vote, voting together as a single class, for the election of the Preference Shares Directors following a Nonpayment Event, the presence, in person or by proxy, of the holders of 50% of the aggregate liquidation preference of such Series B Preference Shares and Voting Preference Shares (taken together as a single class) shall be required to constitute a quorum of the Series B Preference Shares and Voting Preference Shares (taken together as a single class) for the election of any director by the holders of the Series B Preference Shares and Voting Preference Shares (taken together as a single class). At any such meeting or adjournment thereof, the absence of a quorum of the Series B Preference Shares and Voting Preference Shares shall not prevent the election of directors other than those to be elected by the Series B Preference Shares and Voting Preference Shares, voting together as a single class, and the absence of a quorum for the election of such other directors shall not prevent the election of the directors to be elected by the Series B Preference Shares and Voting Preference Shares, voting together as a single class.

The Preference Shares Directors so elected by the holders of the Series B Preference Shares and Voting Preference Shares shall continue in office (i) until their successors, if any, are elected by such holders or (ii) unless required by applicable law to continue in office for a longer period, until termination of the right of the holders of the Series B Preference Shares and Voting Preference Shares to vote as a class for directors, if earlier. If and to the extent permitted by applicable law, immediately upon any termination of the right of the holders of the Series B Preference Shares and Voting Preference Shares to vote together as a single class for directors as provided herein, the terms of office of the directors then in office so elected by the holders of the Series B Preference Shares and Voting Preference Shares shall terminate.

When all accrued and unpaid dividends in respect of all prior completed Dividend Periods have been paid in full on the Series B Preference Shares for at least four consecutive Dividend Periods after a Nonpayment Event, then the holders of the Series B Preference Shares shall be divested of the right to elect the Preference Shares Directors (subject to revesting of such voting rights in the event of each subsequent Nonpayment Event) and the number of Dividend Periods in which dividends have not been declared and paid shall be reset to zero, and if and when the rights of holders of Voting Preference Shares to elect the Preference Shares Directors shall have ceased, the terms of office of all the Preference Shares Directors shall forthwith terminate and the number of directors constituting the Board of Directors shall automatically be reduced accordingly. For purposes of determining whether dividends have been paid for four consecutive Dividend Periods following a Nonpayment Event, the Company may take account of any dividend it elects to pay for such a Dividend Period after the Dividend Payment Date for such Dividend Period has passed.

Any Preference Shares Director may be removed at any time without cause by the holders of record of a majority of the aggregate voting power, as determined under the Bye-Laws, of Series B Preference Shares and any other shares of Voting Preference Shares then issued and outstanding (voting together as a single class) when they have the voting rights described above. Until the right of the holders of Series B Preference Shares and any Voting Preference Shares to elect the Preference Shares Directors ceases, any vacancy in the office of a Preference Shares Director (other than prior to the initial election of Preference Shares Directors after a Nonpayment Event) may be filled by the written consent of the Preference Shares Director remaining in office, or if none remain in office, by a vote of the holders of record of a majority of the aggregate liquidation preference of the issued and outstanding Series B Preference Shares and any other shares of Voting Preference Shares (voting together as a single class) when they have the voting rights described above. Any such vote of holders of Series B Preference Shares and Voting Preference Shares to remove, or to fill a vacancy in the office of, a Preference Shares Director may be taken only at a special meeting of such shareholders, called as provided above for an initial election of Preference Shares Directors after a Nonpayment Event (unless such request is received less than 60 days before the date fixed for the next annual or special meeting of the shareholders of the Company, in which event such election shall be held at

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such next annual or special meeting of shareholders). The Preference Shares Directors shall each be entitled to one vote per director on any matter.

Each Preference Shares Director elected at any special general meeting of shareholders of the Company or by written consent of the other Preference Shares Director shall hold office until the next annual general meeting of the shareholders of the Company if such office shall not have previously terminated as above provided.

*Changes After Provision for Redemption.*

No vote or consent of the holders of Series B Preference Shares is required as described above in "Voting Rights — Right to Elect Two Directors Upon Nonpayment" and "Voting Rights — Voting on Variations of Rights and Senior Shares" if, at or prior to the time when the act with respect to which such vote would otherwise be required pursuant to such section shall be effected, all outstanding Series B Preference Shares shall have been redeemed, or shall have been called for redemption upon proper notice and sufficient funds shall have been set aside by the Company for such redemption.

*Voting On Variations of Rights and Senior Shares.*

Notwithstanding the Bye-Laws, the affirmative vote or consent of the holders of at least 66 2/3% of the aggregate liquidation preference of the Series B Preference Shares and any other shares of Voting Preference Shares then issued and outstanding (voting together as a single class) is required for the authorization or issuance of any class or series of Senior Shares (or any security convertible into or exchangeable for Senior Shares) ranking senior to the Series B Preference Shares as to dividend rights or rights upon the Company's liquidation.

The affirmative vote or consent of the holders of at least 66 2/3% of the aggregate liquidation preference of the Series B Preference Shares then issued and outstanding is required for amendments to the Memorandum of Association or Bye-Laws that would materially adversely affect the rights of holders of the Series B Preference Shares.

*Other Rights*

The Companies Act provides that in certain circumstances, non-voting shares (such as the Series B Preference Shares) have the right to vote (for example, without limitation, in respect of an amalgamation or merger of a Bermuda company, converting a limited liability company to an unlimited liability company, discontinuance of a company from Bermuda or conversion of preference shares into redeemable preference shares). As a result, the Series B Preference Shares, along with the Common Shares and any other class or series of share capital, would have the right to vote on such matters as required under the Companies Act.

**Ranking**

With respect to the payment of dividends and distributions of assets upon liquidation, dissolution and winding-up, the Series B Preference Shares rank senior to Junior Shares, junior to any Senior Shares and *pari passu* with any Parity Shares of the Company, including those that the Company may issue from time to time in the future. As of the date of this prospectus supplement, the only Junior Shares outstanding are the Common Shares and the Series A Preference Shares and there are no Senior Shares or Parity Shares outstanding.

**Conversion Rights**

The Series B Preference Shares are not convertible into or exchangeable for any other securities or property of the Company, except under the circumstances set forth under "Substitution or Variation."

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**Preemptive Rights**

The Series B Preference Shares have no rights of preemption as to any securities of the Company.

**Transfer Agent and Registrar**

The transfer agent and registrar for the Series B Preference Shares is Computershare Trust Company, N.A.

**Listing**

The Series B Preference Shares are listed on the NYSE under the symbol "SPNT PB." We are required to use reasonable best efforts to maintain such listing for so long as any Series B Preference Shares remain outstanding and the Series B Preference Shares remain eligible for continued listing on the NYSE, at our sole expense.

**Fourth Amended and Restated  
Exempted Limited Partnership Agreement  
of  
Third Point Enhanced LP  
Dated February 23, 2022**

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**Fourth Amended and Restated  
Exempted Limited Partnership Agreement**  
**of**  
**Third Point Enhanced LP**

THIS FOURTH AMENDED AND RESTATED EXEMPTED LIMITED PARTNERSHIP AGREEMENT OF Third Point Enhanced LP, a Cayman Islands exempted limited partnership (the "Partnership"), is executed and delivered as a deed on February 23, 2022 by and among the undersigned Persons and shall hereafter govern the Partnership. Capitalized terms used in this Agreement and not otherwise defined therein are defined in Article I.

RECITALS

WHEREAS, Third Point Advisors L.L.C., a limited liability company formed under the laws of Delaware (the "General Partner"), and R. Mendy Haas entered into an Initial Exempted Limited Partnership Agreement of the Partnership, dated June 25, 2018 (the "Original Agreement"), and the Partnership was registered by the General Partner as an exempted limited partnership in the Cayman Islands pursuant to the Partnership Act on June 25, 2018;

WHEREAS, the Original Agreement was amended and restated in its entirety on July 31, 2018 (effective August 31, 2018) (resulting in the "First Amended and Restated Agreement");

WHEREAS, the First Amended and Restated Agreement was amended and restated in its entirety on February 28, 2019 (effective January 1, 2019) (resulting in the "Second Amended and Restated Agreement");

WHEREAS, the Second Amended and Restated Agreement was amended and restated in its entirety on August 6, 2020 (effective February 26, 2021) (resulting in the "Third Amended and Restated Agreement");

WHEREAS, contemporaneously with the execution and delivery of this Agreement, the Investment Manager and the Company are entering into the TPOC Management Agreement to provide for the management of certain of the Company's investable assets that are not invested in the Partnership and the provision of certain advisory services; and

WHEREAS, the parties hereto desire to amend and restate the Third Amended and Restated Agreement in its entirety and to enter into this Agreement to reflect certain amendments set forth herein.

NOW, THEREFORE, the parties hereto hereby agree to amend and restate the Third Amended and Restated Agreement, which is replaced and superseded in its entirety by this Agreement, as follows:

**ARTICLE I**

**Definitions**

The following terms shall have the following meanings when used in this Agreement:

1.1. “Administrator” shall mean International Fund Services (N.A.), L.L.C., or any other firm or firms as the General Partner may, in its discretion, select, at the expense of the Partnership, for the purpose of maintaining the Partnership’s financial, accounting and corporate books and records, anti-money laundering screening, and performing administrative and clerical services (which may include back-office and middle-office services) on behalf of the Partnership, including tax and accounting functions, and acting as the registrar, transfer agent and withdrawal agent for the Interests.

1.2. “Advisers Act” shall mean the U.S. Investment Advisers Act of 1940, as amended from time to time.

1.3. “Affiliate” shall mean, with respect to another Person, a Person controlling, controlled by, or under common control with such other Person.

1.4. “Affiliated Fund” shall mean any account, fund or investment vehicle (other than the Partnership) currently sponsored or managed by, or that in the future may be sponsored or managed by, the General Partner and/or the Investment Manager or any of their Affiliates (including, for the avoidance of doubt, the TPOC Portfolio and any funds, accounts, co-investments and/or other investment arrangements sponsored or managed by Trawler Capital Management LLC), but excluding any family office, investment vehicle and/or account, in each case, through which the ultimate beneficial owners of the General Partner and the Investment Manager (either directly or indirectly through estate planning vehicles or otherwise) make personal investments.

1.5. “Agreement” shall mean this Fourth Amended and Restated Exempted Limited Partnership Agreement, as originally executed and as amended, modified, supplemented or restated from time to time, including any Exhibits attached hereto.

1.6. “BBA Rules” shall mean Subchapter C of Chapter 63 of the Code (Sections 6221 et seq.), as enacted by the U.S. Bipartisan Budget Act of 2015, as amended from time to time, and any Treasury Regulations and other guidance promulgated thereunder, and any similar state or local legislation, regulations or guidance.

1.7. “Beginning Value” shall mean, with respect to any Fiscal Period, the value of the Partnership’s Net Assets at the beginning of such Fiscal Period after deduction of the Management Fee payable as of the beginning of such Fiscal Period.

1.8. “Bermuda Joint Venture” shall mean that certain joint venture that was governed by the Amended and Restated Joint Venture and Investment Management Agreement, dated June 22, 2016, by and among SiriusPoint Bermuda, the Investment Manager and the General Partner.

1.9. “Business Day” shall mean any day, other than Saturday or Sunday, on which the New York Stock Exchange is open for trading and the banks in New York are open for business or such other day as the General Partner may determine.

1.10. “Capital Account” shall have the meaning as set forth in Section 4.1.1.

1.11. “Capital Contributions” shall have the meaning as set forth in Section 3.1.3.

1.12. “Cause Event” shall mean (i) a violation by the General Partner or the Investment Manager of applicable Law relating to the General Partner’s or the Investment Manager’s investment-related business; (ii) the General Partner’s or the Investment Manager’s

fraud, Gross Negligence, willful misconduct or reckless disregard of any of its obligations under this Agreement or, in the case of the Investment Manager, the Investment Management Agreement or the TPOC Management Agreement; (iii) a material breach by the General Partner of this Agreement or a material breach by the Investment Manager of the Investment Management Agreement or the TPOC Management Agreement, which, if such breach is reasonably capable of being cured, is not cured within 15 days of written notice of such breach from the Company; (iv) the General Partner, the Investment Manager or any Key Personnel settles, or is convicted of, or enters a plea of guilty or nolo contendere to, (a) in the case of Daniel S. Loeb, a felony or crime involving moral turpitude; and (b) in the case of the General Partner, the Investment Manager or any Key Personnel, a felony or crime relating to or adversely affecting the investment-related business of the General Partner or the Investment Manager; (v) the General Partner, the Investment Manager or any Key Personnel commits any act of fraud, material misappropriation, material dishonesty, embezzlement, or similar fraud-based conduct relating to the General Partner's or the Investment Manager's investment-related business; or (vi) the General Partner, the Investment Manager or any Key Personnel is the subject of a formal administrative or other legal proceeding before the SEC, the U.S. Commodity Futures Trading Commission, FINRA, or any other U.S. or non-U.S. regulatory or self-regulatory organization, which such proceeding the Chief Investment Officer believes, in its reasonable business judgment, is likely to be resolved against the General Partner, the Investment Manager or such Key Personnel and, in the case of (i) and (vi) above, that will likely have a Material Adverse Effect on the Partnership, the Partnership's investments, the Company, the Company's investments managed under the TPOC Management Agreement or the General Partner's or the Investment Manager's ability to provide investment management services to the Partnership and/or the TPOC Portfolio, as applicable. Notwithstanding anything to the contrary herein, if the Company, after receiving notice from the General Partner under Section 6.1.7 regarding such Cause Event or of pertinent facts that may give rise to a Cause Event, does not exercise its withdrawal rights under Section 3.5.1.4 within 120 days after receiving such notice, then the Company shall no longer be entitled to exercise its withdrawal rights under Section 3.5.1.4 with respect to such event, unless the Company receives new, material information from the General Partner relating to such Cause Event under Section 6.1.7 or otherwise (in which case the 120-day period shall re-commence upon receipt of such new information).

1.13. "Chief Investment Officer" shall mean the chief investment officer of the Company.

1.14. "Closing Day" shall mean any day as of which Capital Contributions are accepted by the Partnership (generally the first Business Day of each calendar month).

1.15. "Code" shall mean the U.S. Internal Revenue Code of 1986, as amended from time to time, and the regulations issued thereunder.

1.16. "Company" shall mean, individually or collectively as the context requires, SiriusPoint Ltd., a Bermuda corporation, and any of its Affiliates, and any successor or assignee thereto, including any acquirer of all or a substantial portion of the assets or stock of SiriusPoint Ltd. or any of its Affiliates by merger, amalgamation, reorganization, reconstitution, business combination or otherwise.

1.17. "Confidential Material" shall mean all information (oral or written) concerning the business and affairs of the Partnership, the General Partner, the Investment Manager, or any of their respective Affiliates, which information the General Partner, in its discretion, reasonably believes to be in the nature of trade secrets or any other information the disclosure of which the General Partner, in its discretion, believes is not in the best interests of the Partnership, the General Partner, the Investment Manager, or any of their respective Affiliates or their respective businesses, or could damage the Partnership, the General Partner,

the Investment Manager, or any of their respective Affiliates or their respective businesses, or which the Partnership, the General Partner, the Investment Manager, or any of their respective Affiliates are required by Law or agreement with a third party to keep confidential, including any information relating to the Partnership's financials, investment strategy (e.g., portfolio positions, trades and contemplated trades), valuations, the names and addresses of each of the Partners, their contact information and their initial and subsequent Capital Contributions and any details regarding any arrangement the Partnership may have with any Persons (including Other Agreements). Any and all notes, analyses, compilations, forecasts, studies or other documents prepared by a Limited Partner or its Representatives that contain, reflect, or are based on any of the foregoing shall be considered Confidential Material.

1.18. "CRS" shall mean the OECD Standard for Automatic Exchange of Financial Account Information in *Tax Matters – The Common Reporting Standard*.

1.19. "D&O Insurance" shall have the meaning set forth in Section 6.5.3.

1.20. "Disability" shall mean a physical or mental impairment that renders a person unable to perform the essential functions of such person's position even with reasonable accommodation, and which has lasted at least 90 consecutive days.

1.21. "Disability Onset" shall mean (i) the occurrence of any physical or mental impairment that has rendered Daniel S. Loeb unable to perform the essential functions of his position for 14 consecutive days, even with reasonable accommodation or (ii) the occurrence of any other physical or mental impairment, as a result of which it is reasonably likely that Daniel S. Loeb would be unable to perform the essential functions of his position for at least 90 consecutive days, even with reasonable accommodation.

1.22. "Disabling Conduct" shall mean, with respect to any Person, such Person's fraud, reckless disregard, willful misconduct, Gross Negligence, a material breach of this Agreement or the Investment Management Agreement (unless, if such breach is reasonably capable of being cured, such material breach is cured within 15 days of the date on which such Person receives a notice of such material breach from a Limited Partner) or a violation of Law, as each such action is finally determined by a court of competent jurisdiction.

1.23. "Dissolution" shall mean a dissolution, liquidation or winding down in connection with the Company and all its subsidiaries entering into run-off and terminating its activities.

1.24. "Diversification Requirement" shall have the meaning set forth in Section 3.5.1.2.

1.25. "Effective Date" shall mean the date of the consummation of the Merger (i.e., February 26, 2021).

1.26. "Ending Value" shall mean, with respect to any Fiscal Period, the value of the Partnership's Net Assets at the end of such Fiscal Period before deductions for withdrawals or distributions, if any.

1.27. "Entity Taxes" shall mean any taxes (including any interest, penalties or additions to tax imposed in connection therewith or with respect thereto) imposed under the BBA Rules.

1.28. "ERISA" shall mean the U.S. Employee Retirement Income Security Act of 1974, as amended from time to time.

1.29. “Excluded Investors” shall mean Limited Partners that are partners, members or employees of the Investment Manager, the General Partner or their Affiliates, such persons’ family members and trusts or other entities established for the benefit of such persons or their family members and/or established by the foregoing persons for charitable purposes.

1.30. “Expenses” shall have the meaning as set forth in Section 8.2.1.20.

1.31. “Fair Value” shall mean, with respect to any assets and liabilities held by the Partnership, as of any time of determination hereunder, the value determined pursuant to Section 4.2.

1.32. “FATCA” shall mean (i) Sections 1471 through 1474 of the Code (and any Treasury Regulations or administrative or judicial interpretations thereunder) or similar or successor provisions; (ii) the CRS; (iii) similar legislation, regulations or guidance enacted in any jurisdiction which seeks to implement similar tax reporting and/or withholding tax regimes; and (iv) any treaty, agreement with any governmental authority, or other intergovernmental agreement related to (i), (ii) or (iii) above and any legislation, regulations or guidance implemented in the Cayman Islands to give effect to the foregoing.

1.33. “Final Determination” shall mean (i) with respect to U.S. federal income taxes, a “determination” (as defined in Section 1313(a) of the Code) or the execution of a settlement agreement with the Internal Revenue Service (pursuant to Form 870-AD or otherwise); and (ii) with respect to taxes other than U.S. federal income taxes, any judicial or administrative determination or settlement that is substantially similar to a Final Determination described in clause (i).

1.34. “FINRA” shall mean Financial Industry Regulatory Authority, Inc.

1.35. “First Amended and Restated Agreement” shall have the meaning set forth in the Recitals.

1.36. “Fiscal Period” shall mean the period beginning on the day immediately succeeding the last day of the immediately preceding Fiscal Period (or, in the case of the Partnership’s first Fiscal Period, the date of this Agreement) and ending on the soonest occurring of the following:

- (i) the last day of a calendar month;
- (ii) the day immediately preceding the day on which a new Limited Partner is admitted to the Partnership;
- (iii) the day immediately preceding the day on which a Partner makes an additional Capital Contribution to the Partner’s Capital Account;
- (iv) the day as of which there is a withdrawal from a Partner’s Capital Account; and
- (v) the date of final winding up of the Partnership in accordance with Section 9.1.

1.37. “Fiscal Year” shall mean the fiscal year of the Partnership, which shall be the calendar year unless otherwise determined by the General Partner.

- 1.38. “Five-Year Anniversary Date” means the first calendar quarter-end on or immediately following the fifth anniversary of the Effective Date.
- 1.39. “Former Partner” shall mean each such Person as hereafter from time to time ceasing to be a Partner, whether voluntarily or otherwise, in accordance with the terms of this Agreement.
- 1.40. “GAAP” shall mean U.S. generally accepted accounting principles, in effect from time to time.
- 1.41. “General Partner” shall have the meaning set forth in the Recitals.
- 1.42. “Governmental Authority” shall mean (i) any U.S. or non-U.S. nation or government; (ii) any state or other political subdivision of any such nation or government; and/or (iii) any entity exercising executive, legislative, judicial, regulatory and/or administrative functions of or pertaining to a government, including any self-regulatory authority (such as a stock or option exchange or securities self-regulatory organization), governmental authority, agency, commission, department, board or instrumentality and any court or administrative tribunal, in any case, having jurisdiction over the affected Person or the subject matter at issue.
- 1.43. “GP Transaction” shall have the meaning as set forth in Section 8.5.
- 1.44. “Gross Negligence” shall have the meaning given to such term under the laws of the State of Delaware.
- 1.45. “Guidelines” shall have the meaning as set forth in Section 6.1.4.
- 1.46. “Incentive Allocation” shall have the meaning as set forth in Section 4.1.3.2.
- 1.47. “Incentive Allocation Period” shall mean the period beginning on the day immediately following the last day of the immediately preceding Incentive Allocation Period and ending on the soonest occurring of the following:
- (i) the last day of a Fiscal Year;
  - (ii) if a Limited Partner withdraws all or a portion of a Capital Account on a date other than on the last day of a Fiscal Year, then, with respect to such withdrawn portion only, such withdrawal date; or
  - (iii) if the Partnership is dissolved on a date other than at the end of a Fiscal Year, the termination date.
- 1.48. “Indemnified Parties” shall have the meaning as set forth in Section 6.5.2.
- 1.49. “Interests” shall mean limited partner interests of the Partnership.
- 1.50. “Investment Company Act” shall mean the U.S. Investment Company Act of 1940, as amended from time to time.
- 1.51. “Investment Management Agreement” shall mean the Amended and Restated Investment Management Agreement between the Investment Manager and the Partnership effective as of the Effective Date, as amended, modified, supplemented or restated

from time to time, pursuant to which the Investment Manager shall provide investment management services to the Partnership.

1.52. “Investment Manager” shall mean Third Point LLC.

1.53. “Investment Period” shall mean, initially, the period commencing on the Effective Date and ending on the Five-Year Anniversary Date, and, thereafter, as may be extended pursuant to Section 3.5.1.1.

1.54. “investment-related” shall have the meaning ascribed to such term in the Form ADV in effect as of the date hereof.

1.55. “Joint Ventures” shall mean, together, the Bermuda Joint Venture and the USA Joint Venture.

1.56. “Key Person Event” shall mean (i) the death, Disability or retirement of Daniel S. Loeb; or (ii) the occurrence of any other circumstance in which Daniel S. Loeb is no longer (a) directing the investment program of the Investment Manager; or (b) actively involved in the day-to-day management of the Investment Manager.

1.57. “Key Personnel” shall mean Daniel S. Loeb and any other member of the Investment Manager (or, if any such members are not individuals, the individuals that are the ultimate beneficial owners of such members).

1.58. “Law” shall mean any applicable law, statute, ordinance, rule, regulation, judgment, injunction, order, treaty and/or decree of any applicable Governmental Authority.

1.59. “Limited Partners” shall mean each Person admitted as a limited partner of the Partnership in accordance with this Agreement.

1.60. “Loss Recovery Account” shall have the meaning as set forth in Section 4.1.3.3.

1.61. “Losses” shall have the meaning set forth in Section 6.5.2.

1.62. “LP Confidential Information” shall have the meaning set forth in Section 12.2.1.

1.63. “Majority-in-Interest” shall mean, as of any date of determination, the Limited Partners that have in excess of 50% of the Partnership Percentages of the Limited Partners that are entitled to consent on a matter pursuant to the terms of this Agreement.

1.64. “Management Fee” shall have the meaning as set forth in Section 8.3.1.

1.65. “Managing Member” shall mean the member or members of the General Partner or the Investment Manager designated by all the members thereof, pursuant to their respective limited liability company agreements as in effect from time to time, to manage the business and affairs of the General Partner and the Investment Manager, respectively.

1.66. “Material Adverse Effect” shall have the meaning as such term is interpreted under the laws of the State of Delaware.

1.67. “Memorandum Account” shall have the meaning as set forth in Section 4.1.3.8.

- 1.68. “Merger” shall mean the transactions contemplated by that certain Agreement and Plan of Merger, dated August 6, 2020, by and among Third Point Reinsurance, Ltd., Yoga Merger Sub Limited and Sirius International Insurance Group Ltd.
- 1.69. “Minimum GP Holding Level” shall have the meaning as set forth in Section 3.1.1.
- 1.70. “Net Assets” shall mean the excess of the Partnership’s assets over its liabilities at Fair Value.
- 1.71. “Net Capital Appreciation” shall mean the excess, if any, of the Ending Value over the Beginning Value.
- 1.72. “Net Capital Depreciation” shall mean the excess, if any, of the Beginning Value over the Ending Value.
- 1.73. “Net Decrease” shall mean, for each Limited Partner with respect to any period, the excess, if any, of (i) the Net Capital Depreciation, if any, allocated to the Limited Partner’s Capital Account for such period pursuant to Section 4.1.3.1, over (ii) the Net Capital Appreciation, if any, allocated to the Limited Partner’s Capital Account for such period pursuant to Section 4.1.3.1.
- 1.74. “Net Increase” shall mean, for each Limited Partner with respect to any period, the excess, if any, of (i) the Net Capital Appreciation, if any, allocated to the Limited Partner’s Capital Account for such period pursuant to Section 4.1.3.1, over (ii) the Net Capital Depreciation, if any, allocated to the Limited Partner’s Capital Account for such period pursuant to Section 4.1.3.1.
- 1.75. “Notice of Dissolution” shall mean a notice of dissolution signed by the General Partner or liquidator of the Partnership pursuant to the Partnership Act.
- 1.76. “Offshore Master Fund” shall mean Third Point Offshore Master Fund L.P.
- 1.77. “Original Agreement” shall have the meaning set forth in the Recitals.
- 1.78. “Other Agreements” shall mean side letters or similar separate written agreements between the General Partner and/or the Investment Manager, on the one hand, and the Company, on the other hand, the provisions of which may modify the terms of this Agreement.
- 1.79. “partial withdrawal” shall mean, with respect to the Company, a withdrawal (as permitted by Section 3.5) that is less than its entire Capital Account balance.
- 1.80. “Partners” shall mean, collectively, the Limited Partners and the General Partner, including any Persons hereafter admitted as Partners in accordance with this Agreement and excluding any Persons who cease to be Partners in accordance with this Agreement.
- 1.81. “Partnership” shall have the meaning set forth in the Recitals.
- 1.82. “Partnership Act” shall mean the Exempted Limited Partnership Act (as amended) of the Cayman Islands, as may be further amended from time to time and any successor Law thereto.

1.83. “Partnership Insurance” shall have the meaning set forth in Section 6.5.3.

1.84. “Partnership Percentage” shall mean, in respect of any Fiscal Period, a percentage established for each Partner on the Partnership’s books as of the first day of such Fiscal Period. The Partnership Percentage of each Partner for a Fiscal Period shall be determined by dividing the balance of each such Partner’s Capital Account as of the beginning of the Fiscal Period by the sum of the balances of all of the Partners’ Capital Accounts as of the beginning of the Fiscal Period. The sum of the Partnership Percentages for each Fiscal Period shall equal 100%.

1.85. “Partnership Representative” shall mean for any relevant taxable year of the Partnership to which the BBA Rules apply, the General Partner acting in the capacity of the “partnership representative” (as such term is defined under the BBA Rules) or such other Person as may be so designated by the General Partner; provided that the General Partner may not designate another Person as such without the prior written consent of the Company.

1.86. “Person” shall mean a natural person, partnership, limited liability company, corporation, unincorporated association, joint venture, trust, state or any other entity or any governmental agency or political subdivision thereof.

1.87. “Purchase Price” shall have the meaning as set forth in Section 4.1.3.8.

1.88. “Registrar” shall mean the Registrar of Exempted Limited Partnerships in the Cayman Islands appointed pursuant to the Partnership Act.

1.89. “Reinvestable Withdrawal Amount” shall mean, with respect to each month end, the greater of (i) an amount that is equal to (x) the “Minimum Withdrawal” amount in respect of the applicable Fiscal Year as set forth in the Reinvestable Withdrawal Amount Schedule attached hereto as Schedule I less (y) the amount of any prior withdrawals by the Company pursuant to Section 3.5.1.9 during such Fiscal Year, and (ii) an amount that is equal to (x) the aggregate balances of the Company’s Capital Account(s) as of such month end (after taking into account any Management Fee and/or Incentive Allocation paid or accrued as of such month end and any withdrawals as of such month end other than pursuant to Section 3.5.1.9, but prior to giving effect to any withdrawals as of such month end pursuant to Section 3.5.1.9) less (y) the “Target Balance” in respect of the applicable Fiscal Year in the Reinvestable Withdrawal Amount Schedule attached hereto as Schedule I.

1.90. “Representatives” shall mean a Limited Partner’s directors, officers, employees, advisers, consultants, auditors, accountants, partners, members, Affiliates, or agents, or any Affiliates of the foregoing.

1.91. “Risk Management Guidelines” shall have the meaning as set forth in Section 6.1.5.

1.92. “Risk Management Withdrawable Amount” shall mean, as of the effective date of any withdrawal made pursuant to Section 3.5.1.4:

- (i) 20% of the sum of (x) the aggregate opening balances of the Company’s Capital Account(s) as of the Effective Date and (y) the aggregate amount of Capital Contributions credited to the Company’s Capital Account(s) during the 90-day period following the Effective Date; *minus*

- (ii) the aggregate amount withdrawn by the Company (x) from the Partnership pursuant to Section 3.5.1.4 of this Agreement and (y) from the TPOC Portfolio pursuant to Section 10(b)(iv) of the TPOC Management Agreement, in each case, prior to such withdrawal date; *plus*
- (iii) the aggregate amount of Capital Contributions made by the Company (excluding amounts described in Section 1.92(i)(y) above and Section 1.92(v) below) prior to such withdrawal date; *minus*
- (iv) 50% of the aggregate amount withdrawn by the Company (x) from the Partnership pursuant to Section 3.5.1.2 of this Agreement and (y) from the TPOC Portfolio pursuant to Section 10(b)(ii) of the TPOC Management Agreement, in each case, prior to such withdrawal date; *plus*
- (v) 50% of the aggregate amount of capital re-contributed by the Company (x) to the Partnership as contemplated by Section 3.5.1.2 of this Agreement and (y) to the TPOC Portfolio as contemplated by Section 10(b)(ii) of the TPOC Management Agreement, in each case, prior to such withdrawal date.

1.93. “SEC” shall mean the U.S. Securities and Exchange Commission.

1.94. “Second Amended and Restated Agreement” shall have the meaning set forth in the Recitals.

1.95. “Security” or “Securities” shall mean capital stock, depositary receipts, shares of investment companies and mutual funds of all types, currencies, preorganization certificates and subscriptions, interests in REITs, swaps, warrants, bonds, notes, debentures (whether subordinated, convertible or otherwise), commercial paper, certificates of deposit, bankers’ acceptances, trade acceptances, contract and other claims, executory contracts, participations therein, trust receipts, obligations of the United States, any state thereof, non-U.S. governments and instrumentalities of any of them, shares of beneficial interest, partnership interests and other securities of whatever kind or nature of any Person, corporation, government or entity whatsoever, whether or not publicly traded or readily marketable, loans, credit paper, accounts and notes receivable and payable held by trade or other creditors, any interest in any security, or any rights and options relating thereto, including put and call options and any combination thereof (written by the Partnership or others), and commodities and commodity contracts, including futures contracts and options thereon.

1.96. “SiriusPoint Bermuda” shall mean SiriusPoint Bermuda Insurance Company Ltd. (formerly known as Third Point Reinsurance Company Ltd.), a Bermuda Class 4 insurance company.

1.97. “Sirius Re Holdings” shall mean Sirius Re Holdings, Inc., a Delaware corporation.

1.98. “Special Purpose Vehicle” shall have the meaning as set forth in Section 6.1.1.2.

1.99. “Statement” shall mean the statement of registration filed by the General Partner on behalf of the Partnership with the Registrar in the Cayman Islands pursuant to

Section 9 of the Partnership Act as the registered particulars set out therein may be amended from time to time pursuant to Section 10 of the Partnership Act.

1.100. “Subscription Agreement” shall mean the subscription agreement (including any schedule, exhibit or appendix thereto and any investor questionnaire attached to such subscription agreement as completed by each Limited Partner, together with any other information, representations, warranties, and documentation provided from time to time by the Limited Partner) between each Limited Partner and the Partnership pursuant to which such Limited Partner has subscribed for and purchased Interests.

1.101. “Tax Matters Partner” shall mean for any taxable year of the Partnership subject to the TEFRA Rules, the General Partner acting in the capacity of the “tax matters partner” of the Partnership (as such term was defined in Section 6231(a)(7) of the Code under the TEFRA Rules).

1.102. “Tax Proceeding” shall have the meaning as set forth in Section 4.1.7.2.

1.103. “Tax Treatment” shall have the meaning as set forth in Section 4.1.7.1.

1.104. “Taxable Year” shall mean the Partnership’s taxable year for U.S. federal income tax purposes, as determined pursuant to Section 706 of the Code.

1.105. “TEFRA Rules” shall mean Subchapter C of Chapter 63 of the Code (Sections 6221 through 6234), as enacted by the U.S. Tax Equity and Fiscal Responsibility Act of 1982, as amended from time to time, and Treasury Regulations and other guidance promulgated thereunder, and any similar state or local legislation, regulations or guidance; provided, however, that the TEFRA Rules shall not include the BBA Rules.

1.106. “Termination Event” shall have the meaning as set forth in Section 7.3.

1.107. “Third Amended and Restated Agreement” shall have the meaning set forth in the Recitals.

1.108. “Third Point Parties” shall mean the General Partner, the Investment Manager and their respective Affiliates.

1.109. “TP Funds” shall mean Third Point Offshore Fund, Ltd., the Offshore Master Fund, Third Point Partners L.P., Third Point Partners Qualified L.P., Third Point Ultra Onshore LP, Third Point Ultra Ltd. and Third Point Ultra Master Fund L.P., and any other current or future investment vehicle or account following the same or substantially the same investment strategy as the foregoing entities.

1.110. “TP Re USA” shall mean Third Point Reinsurance (USA) Ltd., which previously existed as a Bermuda Class 4 insurance company and merged with and into SiriusPoint Bermuda.

1.111. “TPOC Portfolio” shall have the meaning set forth in the TPOC Management Agreement.

1.112. “TPOC Management Agreement” shall mean the Amended and Restated Investment Management Agreement between the Company and the Investment Manager, dated as of February 23, 2022, as amended, modified, supplemented or restated from time to time, pursuant to which the Investment Manager provides certain discretionary investment

management services (with respect to the TPOC Portfolio) and certain non-discretionary investment advisory services to the Company.

1.113. “Transaction Fees” shall have the meaning as set forth in Section 8.4.

1.114. “Transfer” shall mean any transaction by which a Partner may directly, indirectly or synthetically transfer, pledge, charge (or otherwise create a security interest in), assign, hypothecate, sell, convey, exchange, reference under a derivatives contract or any other arrangement or otherwise dispose of all, or any portion, of its interest, or the economic or non-economic rights in its interest, to any other beneficial owner or other Persons.

1.115. “Treasury Regulations” shall mean the regulations promulgated under the Code.

1.116. “UCC” shall mean a committee elected by the General Partner comprised of one or more persons unaffiliated with the General Partner; provided that the UCC shall at all times be comprised of the same persons that serve as members of the unaffiliated consultation committee of each of the TP Funds having established such a committee. Each person serving on the UCC shall be appointed until such person resigns or is otherwise removed or replaced by the General Partner in its discretion. From time to time, the General Partner may elect additional persons to serve on the UCC.

1.117. “Unrestricted Partner” shall have the meaning as set forth in Section 4.1.3.7.

1.118. “USA Joint Venture” shall mean that certain joint venture that was governed by the Amended and Restated Joint Venture and Investment Management Agreement, dated June 22, 2016, by and among TP Re USA, the Investment Manager and the General Partner.

1.119. “Valuation Policy” shall have the meaning as set forth in Section 4.2.1.

## ARTICLE II

### **Formation of Partnership**

Section 2.1 Formation of the Partnership. The Partnership was formed pursuant to the Original Agreement and was registered as an exempted limited partnership under the Partnership Act by the General Partner pursuant to a Statement filed with the Registrar on June 25, 2018. Such action is hereby ratified and confirmed in all respects.

Section 2.2 Partnership Name and Address. The name of the Partnership is “Third Point Enhanced LP.” The General Partner may change the name of the Partnership with the prior written consent of the Company. The principal office of the Partnership is located at 55 Hudson Yards, New York, New York 10001, or at such other location as the General Partner in the future may designate.

Section 2.3 Registered Agent and Registered Office. The Partnership’s registered office in the Cayman Islands is located at c/o Walkers Corporate Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9008, Cayman Islands. The name of its registered agent at such address is Walkers Corporate Limited.

Section 2.4 Registration as Exempted Limited Partnership. The General Partner shall make such filings with the Registrar in the Cayman Islands as are necessary to

continue the registration of the Partnership as an exempted limited partnership under the Partnership Act.

Section 2.5 Purposes.

2.5.1 The purpose of the Partnership is to invest certain assets of the Company pursuant and subject to the Guidelines. The Partnership may engage in all activities and transactions as the General Partner may deem necessary or advisable in connection with the foregoing purpose, including to do such acts as are necessary or advisable in connection with the maintenance and administration of the Partnership. The Partnership may invest all or a portion of its investable capital through one or more Special Purpose Vehicles (which in turn will invest in Securities).

2.5.2 The parties hereto acknowledge that they intend that each of the Joint Ventures and the Partnership, as a continuation of the Bermuda Joint Venture, be taxed as a partnership and not as an association taxable as a corporation for U.S. federal income tax purposes. No election may be made to treat the Joint Ventures or the Partnership as other than a partnership for U.S. federal income tax purposes.

Section 2.6 Term of the Partnership. The term of the Partnership shall continue until the first of the following events occurs:

2.6.1 at any time, upon the written consent of all the Limited Partners and the General Partner;

2.6.2 within 60 days of the dissolution, entry of an order for relief or filing of a bankruptcy petition or withdrawal of the General Partner, unless within such 60 days not less than a Majority-in-Interest of the then-Limited Partners appoint a successor general partner and elect to continue the business of the Partnership; or

2.6.3 subject to the foregoing, any other event causing the mandatory winding up and dissolution of the Partnership under the laws of the Cayman Islands.

At the end of its term, the Partnership shall be wound up and dissolved pursuant to Article IX.

Section 2.7 Interests. The Partnership, in the General Partner's discretion, may in the future offer Interests and/or establish classes, sub-classes, series, tranches or lots, in any case, with different offering terms including with respect to, among other things, the Incentive Allocation, Management Fees, withdrawal rights, minimum and additional subscription amounts, portfolios, denomination of currencies, informational rights and other rights.

### ARTICLE III

#### **Contributions to and Withdrawals from Capital Accounts**

Section 3.1 Contributions of the Partners.

3.1.1 The General Partner shall maintain its Capital Account with the Partnership at all times at a level equal to at least 10% of the aggregate of all Partners' Capital Accounts (the "Minimum GP Holding Level"). Prior to or contemporaneous with accepting any Capital Contributions from prospective or existing Limited Partners as of any Closing Day, the General Partner shall make additional Capital Contributions in such amounts so that its Capital Account satisfies the Minimum GP Holding Level, as adjusted based on the expected aggregate

of all Partners' Capital Accounts after giving effect to such prospective or existing Partners' Capital Contributions. The General Partner shall provide the Company with information concerning the balance of the General Partner's Capital Account upon reasonable request.

3.1.2 Subject to the requirements of Section 3.1.1, the General Partner shall have the right, but not the obligation (except as set forth in Section 3.5.7), in its discretion, to admit additional Limited Partners that are Excluded Investors to the Partnership or accept additional Capital Contributions from the Partners as of any Closing Day.

3.1.3 Contributions to the Partnership's capital ("Capital Contributions") made by Limited Partners shall take the form of cash. The General Partner may, in its discretion, however, permit Limited Partners to contribute marketable Securities to the Partnership, subject to terms and conditions determined by the General Partner in its discretion. In the event that an existing Partner makes an additional Capital Contribution and/or the General Partner offers new Interests and/or create new classes, sub-classes, series, tranches or lots pursuant to Section 2.7, the General Partner may create additional Capital Accounts to properly account for such additional Capital Contributions, any new Interests offered, classes, sub-classes, series, tranches or lots created and/or for purposes of determining the terms applicable to the Interests, including terms relating to withdrawals set forth in this Agreement.

Section 3.2 No Interest and No Return. Except as provided in this Agreement or by Law, no Partner shall have any right to demand or receive the return of its Capital Contribution to the Partnership. Except as provided in this Article III, no Partner shall be entitled to interest on any Capital Contribution to the Partnership or on the Partner's Capital Account.

Section 3.3 No Required Additional Capital Contributions. Except as required under the Partnership Act and pursuant to Section 3.8 and Section 6.7.2, no Limited Partner shall be required to make any additional capital contributions to the Partnership.

Section 3.4 Withdrawals in General. The Interest of a Limited Partner may not be withdrawn prior to termination of the Partnership except as provided in this Article III.

Section 3.5 Permitted Withdrawals from Capital Accounts.

3.5.1 The Company may make a withdrawal from its Capital Account(s):

3.5.1.1 as of the end of the Investment Period, of all of the Company's Capital Accounts in their entirety (but not less than their entirety), upon not less than one year's prior written notice to the General Partner before the end of the Investment Period. If the Company does not give such prior written notice, then the Investment Period shall be extended by an additional term of two years, and, as of each successive term thereafter that the Company does not give such prior written notice (*i.e.*, not less than one year prior to the expiration of the Investment Period, as extended in accordance with this Section 3.5.1.1), the Investment Period shall be extended for two additional years;<sup>1</sup>

3.5.1.2 as of any month end, only in the event (a) the Company determines a withdrawal is necessary to prevent a negative credit rating action, which may

<sup>1</sup> For example, assuming an initial Investment Period ending on December 31, 2025, if notice is not given by December 31, 2024, then the term shall automatically be extended to December 31, 2027, and then, if notice is not given by December 31, 2026, then the term shall automatically be extended to December 31, 2029, and so on and so forth.

include, but is not limited to, a rating downgrade, the assignment of a “Negative Outlook” or the placement of the Company “Under Review With Negative Implications” or any other similar negative rating action, or (b) the Company determines a withdrawal is necessary to diversify its assets pursuant to, or to avoid any non-compliance with or adverse consequences of, any Law, order or regulation promulgated by a Governmental Authority (any such Law, order or regulation, a “Diversification Requirement”); provided that the Company shall withdraw the minimum amount necessary under (a) or (b). Withdrawals pursuant to this Section 3.5.1.2 shall be made at the end of the calendar month that is more than ten Business Days’ following the date of the prior written notice of such withdrawal to the General Partner. Any amounts withdrawn from the Partnership pursuant to this Section 3.5.1.2 shall be invested in short-term liquid securities pending a review of the Company’s other potential means to raise its capital position or otherwise satisfy the ratings agencies or regulator, as the case may be, and the Company shall instruct its officers to promptly conduct a review of all such reasonable means to raise its capital position or otherwise satisfy the ratings agency or regulator, as the case may be. On a monthly basis, to the extent that amounts withdrawn pursuant to this Section 3.5.1.2 remain not invested in the Partnership, the Chief Investment Officer shall review such means to determine whether they are preferable to maintaining an investment in the Partnership that had been in place prior to such withdrawal;

3.5.1.3 as of any month end, if the Partnership experiences negative net performance that, based on the reasonable determination of the Chief Investment Officer, constitutes underperformance compared to investment funds managed by third-party managers and pursuing the same or substantially similar investment strategy as the Partnership for two or more consecutive calendar years commencing as of 2021, upon not less than 30 days’ prior written notice to the General Partner, and if, before electing to make such withdrawal, the Chief Investment Officer engages in direct discussions with the Chief Executive Officer of Third Point to determine whether it is appropriate to adjust its allocation to the Partnership; provided that the Chief Executive Officer of Third Point makes himself available for such discussion upon the reasonable request of the Chief Investment Officer;

3.5.1.4 as of any month end, an amount no more than the amount recommended by the Chief Investment Officer in order to satisfy the then-current risk management guidelines of the Company, upon not less than ten days’ prior written notice to the General Partner; provided that (i) the amount withdrawn as of any month end pursuant to this Section 3.5.1.4 shall not be greater than the then-current Risk Management Withdrawable Amount and (ii) the Company must specify in its notice of withdrawal that such withdrawal is being made pursuant to this Section 3.5.1.4;

3.5.1.5 as of any month end, of all or any of the Company’s Capital Accounts, following the occurrence of any Cause Event, upon not less than five days’ prior written notice to the General Partner;

3.5.1.6 as of any month end, of all or any of the Company’s Capital Accounts, following the determination of the Company to commence a Dissolution, upon not less than 30 days’ prior written notice to the General Partner, such withdrawal to be effective no sooner than, and conditioned upon, the commencement of such Dissolution;

3.5.1.7 as of any month end, of all or any of the Company’s Capital Accounts, upon not less than 75 days’ prior written notice to the General Partner (i) following the occurrence of any Key Person Event (other than a Key Person Event arising out of the Disability of Daniel S. Loeb) or (ii) following the occurrence of a Key Person Event arising out of the Disability of Daniel S. Loeb, provided that the Company submitted a withdrawal request to the General Partner following its receipt of notice of the related Disability Onset pursuant to Section 6.1.9; provided, further, that in each case of this Section 3.5.1.7(i) and (ii),

under no circumstances shall the Company be prevented from achieving liquidity following a Key Person Event on a timeline that is slower than the liquidity provided to the investors in the TP Funds. Without limiting the foregoing, the Company shall use commercially reasonable efforts, prior to withdrawing in accordance with this Section 3.5.1.7, to grant the Investment Manager a reasonable opportunity to make a presentation to the Chief Investment Officer regarding its capabilities to continue to manage the Partnership;

3.5.1.8 as of any month end, of an amount that is no more than the amount necessary to ensure that the General Partner's Capital Account meets the Minimum GP Holding Level, upon not less than five days' prior written notice to the General Partner; or

3.5.1.9 as of any month end, an amount no greater than the Reinvestable Withdrawal Amount as of such month end, or such greater amount as the General Partner may permit in its sole discretion, upon not less than ten (10) Business Days' prior written notice to the General Partner; provided that any amounts withdrawn from the Partnership pursuant to this Section 3.5.1.9 are promptly reinvested by the Company in, or contractually committed by the Company to, one or more Affiliated Funds.

3.5.2 Notwithstanding anything to the contrary in the applicable notice of withdrawal, any amounts withdrawn from the Partnership by the Company as of November 30, 2021, December 31, 2021 and January 31, 2022 shall be deemed to have been withdrawn pursuant to Section 3.5.1.9 of this Agreement.

3.5.3 The General Partner and Excluded Investors shall have the right to withdraw amounts from their Capital Accounts at any time; provided that the General Partner shall not withdraw any amount that would cause it to breach the requirements set forth in Section 3.1.1. The General Partner shall promptly notify the Company in writing at least five Business Days prior to making any withdrawal from the Partnership.

3.5.4 The right of any Limited Partner to withdraw or of any Limited Partner to have distributed an amount from its Capital Account pursuant to the provisions of this Section 3.5 is subject to Section 3.7 and the provision by the General Partner for all Partnership liabilities and reserves established under Section 4.3.

3.5.5 With respect to any amounts withdrawn, a withdrawing Limited Partner shall not share in the income, gains and losses resulting from the Partnership's activities or have any other rights or obligations as a Limited Partner after the effective date of its withdrawal except as provided in Section 4.3, Section 6.7.2 and Section 13.2.

3.5.6 In the event that a Limited Partner shall have withdrawn from the Partnership in full pursuant to Section 3.5 (other than in connection with Section 3.5.1.2), (i) such Limited Partner shall no longer be considered a Limited Partner from and after the date of such complete withdrawal; and (ii) the provisions of this Agreement shall no longer apply to such Limited Partner (except those provisions which by their terms apply to Limited Partner following their withdrawal).

3.5.7 In the event that the Company requests a full withdrawal from the Partnership, (i) at least one Excluded Investor shall maintain a Capital Account balance of at least \$1.00 until after such time as the Company has fully withdrawn from the Partnership; or (ii) if there are no Limited Partners other than the Company at the time of the Company's withdrawal request, then the General Partner shall cause at least one Excluded Investor to be admitted to the Partnership as a Limited Partner and cause such Excluded Investor to maintain a Capital Account balance of at least \$1.00 until after such time as the Company has fully withdrawn from the Partnership.

3.5.8 In the event that, following any withdrawal by the Company, the aggregate balance of the Company's Capital Account(s) equals less than \$350 million, the Company agrees to discuss with the Investment Manager in good faith potential alternative structures for the Company's participation in the Partnership's investment strategy.

Section 3.6 Payment of Withdrawal Proceeds; Other Terms.

3.6.1 Withdrawal proceeds shall generally be paid to the withdrawing Limited Partner in cash by wire transfer or such other permissible method to an account specified in writing by such Limited Partner (which may be an account of the Limited Partner or an Affiliate), subject to compliance with Law and the policies of the Administrator. Withdrawal proceeds in respect of any withdrawal shall be paid within 10 Business Days following the applicable withdrawal date or as soon as practicable thereafter.

3.6.2 The General Partner shall make all reasonable efforts to make distributions in cash in connection with a Partner's withdrawal of capital from the Partnership or otherwise. Notwithstanding the foregoing, in the unlikely event that the General Partner determines, in its discretion, that it is unable to liquidate a sufficient portion of the Partnership's portfolio in order to satisfy any distribution to the Partners in full and in cash without materially adversely affecting the Affiliated Funds (other than Affiliated Funds sponsored or managed by Trawler Capital Management LLC), then the General Partner may, in its discretion, make distributions in-kind and choose which Securities or other assets or liabilities of the Partnership to distribute in-kind. If the Partnership proposes to make a distribution in-kind, unless a Partner consents, and subject to Section 4.1.3.7 and Section 4.1.3.8, such distribution shall include no more of any particular Security or other asset or liability than the Partner's share of such Security or asset or liability determined on a *pro rata* basis based on such Partner's Partnership Percentage (*i.e.*, as if determined on a "look-through" basis). Subject to Section 4.1.3.7 and Section 4.1.3.8, in the event that a Partner consents to receiving a distribution in-kind that is greater than its *pro rata* share of such Security or asset or liability based on such Partner's Partnership Percentage, then such non *pro rata* distribution in-kind shall only be made if the Partnership is not materially adversely affected by such distribution in-kind.

3.6.3 If a distribution is made in-kind in connection with a Partner's withdrawal of capital from the Partnership, then on the withdrawal date, the General Partner shall (i) determine the Fair Value of such in-kind proceeds and adjust the Capital Accounts of all Partners upwards or downwards to reflect the difference between the book value and the Fair Value thereof, as if such gain or loss had been recognized upon an actual sale of such in-kind proceeds on such date and allocated pursuant to Section 4.1.3; and (ii) reduce the Capital Account of the distributee Partner by the Fair Value of such in-kind proceeds distributed (or to be distributed) to such Partner. In-kind distributions made pursuant to Section 3.6.2, this Section 3.6.3 or Section 9.1 may be comprised of, among other things, interests in trading vehicles or Special Purpose Vehicles holding the actual investment or participations in the actual investment or participation notes (or similar derivative instruments), which provide a return with respect to certain Securities or other assets or liabilities of the Partnership. The holders of interests in a Special Purpose Vehicle shall bear the expenses of such Special Purpose Vehicle.

Section 3.7 Limitations on Withdrawal.

3.7.1 No Partner may withdraw any amounts from its Capital Account in excess of the positive balance of its Capital Account.

3.7.2 Any of the conditions relating to withdrawals pursuant to the provisions of this Article III or otherwise as set out in this Agreement (including the notice periods and lock-up periods) may, in good faith and in a manner that is not materially prejudicial

to the Partnership, be waived or reduced by the General Partner, in its discretion, from time to time, subject to such terms and conditions deemed appropriate to the General Partner, with respect to one or more Limited Partners without notice to, or the consent of, the other Limited Partners.

Section 3.8 Withholding Taxes. The General Partner may withhold taxes from any distribution in respect of withdrawal proceeds or with respect to any allocation to any Partner or Former Partner or otherwise with respect to any Partner or Former Partner to the extent required by the Code or any other applicable Law. If the amount of such taxes is greater than such Capital Account balance and/or any such distributable amounts, then such Partner or Former Partner shall pay the amount of such excess to the Partnership. Neither the Partnership nor the General Partner shall be liable for any excess withholding tax withheld (directly or indirectly) in respect of any Partner or Former Partner, and, in the event of over-withholding, a Partner or Former Partner's sole recourse shall be to apply for a refund from the appropriate taxing authority.

## ARTICLE IV

### Capital Accounts and Allocations

#### Section 4.1 Capital Accounts.

4.1.1 A "Capital Account" shall be established for each Partner as of the first day of each Fiscal Period.

4.1.2 For the Fiscal Period during which a Partner is admitted to the Partnership, the Partner's Capital Account shall initially equal the Partner's initial Capital Contribution. For each Fiscal Period after the Fiscal Period in which a Partner is admitted to the Partnership, the Partner's Capital Account shall initially equal the sum of the Partner's Capital Account as finally adjusted for the immediately preceding Fiscal Period in accordance with the provisions of this Article IV of the Agreement, increased by the amount of any additional Capital Contribution made by the Partner as of the first day of the Fiscal Period and reduced by (i) the amount of any withdrawal made by the Partner pursuant to Article III of this Agreement and (ii) the Management Fee charged to the Partner's Capital Account. In the event that a Partner Transfers its Interest in accordance with the provisions of Section 7.4 of this Agreement, the purchaser, assignee or successor-in-interest shall acquire the Capital Account (or the portion of the Capital Account attributable to the Interest conveyed) regardless of whether the purchaser, assignee or successor-in-interest becomes a Partner.

#### 4.1.3 Allocation of Net Capital Appreciation or Net Capital Depreciation.

4.1.3.1 At the end of each Fiscal Period, the Capital Account of a Partner (including the General Partner) for such Fiscal Period shall be adjusted by crediting (in the case of Net Capital Appreciation) or debiting (in the case of Net Capital Depreciation) the Net Capital Appreciation or Net Capital Depreciation, as the case may be, to the Capital Accounts of all of the Partners (including the General Partner) in proportion to their respective Partnership Percentages.

4.1.3.2 A reallocation of the amounts allocated pursuant to Section 4.1.3.1 shall occur at the end of each Incentive Allocation Period of the Partnership so that 20% of the result of (x) the Net Increase (if any) of the Capital Account of a Limited Partner during such Incentive Allocation Period, minus (y) the Management Fee debited from such Capital Account for such Incentive Allocation Period, minus (z) such Partner's Loss Recovery

Account balance for such Incentive Allocation Period, shall be reallocated to the General Partner (the “Incentive Allocation”). The General Partner, in its discretion, may elect to reduce, waive or calculate differently the Incentive Allocation, with respect to any Limited Partner.

4.1.3.3 There shall be established on the books of the Partnership for the Capital Account of each Limited Partner a memorandum loss recovery account (a “Loss Recovery Account”), the opening balance of which shall initially be zero. At each date that an Incentive Allocation with respect to a Capital Account is to be determined, the balance in the Loss Recovery Account attributable to such Capital Account shall be adjusted as follows: **FIRST**, if, in the aggregate, Net Decrease has been allocated to such Capital Account since the immediately preceding date as of which a calculation of an Incentive Allocation was made (other than an Incentive Allocation made upon a withdrawal prior to the end of the Fiscal Year) (or if no calculation has yet been made with respect to such Capital Account, since it was established), there shall be added to such Loss Recovery Account an amount equal to such Net Decrease; and **SECOND**, if there is Net Increase (before any Incentive Allocation) with respect to such Capital Account during an Incentive Allocation Period, any Loss Recovery Account shall be reduced (but not below zero) by the amount of such Net Increase. Solely for purposes of this Section 4.1.3.3, in determining the Loss Recovery Account attributable to a Capital Account, Net Increase and Net Decrease for any applicable period generally shall be calculated by taking into account the amount of the Management Fee, if any, deducted from such Capital Account for such period.

4.1.3.4 In the event that a Limited Partner with an unrecovered balance in a Loss Recovery Account with respect to its Capital Account, withdraws all or a portion of its Capital Account, (a) with respect to the *withdrawn* portion of such Capital Account, the Loss Recovery Account shall equal the product of (i) the balance of such Capital Account’s Loss Recovery Account on the withdrawal date (immediately prior to the withdrawal) and (ii) a fraction, the numerator of which is the amount withdrawn and the denominator of which is the balance of such Capital Account on the withdrawal date (immediately prior to the withdrawal) and (b) with respect to the *non-withdrawn* portion of such Capital Account, the Loss Recovery Account shall equal the product of (i) the balance of such Capital Account’s Loss Recovery Account on the withdrawal date (immediately prior to the withdrawal) and (ii) a fraction, the numerator of which is the amount of the Capital Account that is not withdrawn and the denominator of which is the balance in such Capital Account on the withdrawal date (immediately prior to the withdrawal). After the withdrawal, the unrecovered balance of the Loss Recovery Account with respect to the withdrawn portion of such Capital Account shall be removed from such Capital Account. Additional Capital Contributions shall not affect any Limited Partner’s Loss Recovery Account.

4.1.3.5 In the event that the Company Transfers all or any portion of a Capital Account in accordance with Section 7.4 to another Affiliate of the Company, then (A) no Incentive Allocation shall be calculated and allocated in respect of the Capital Account being transferred (unless the date of the Transfer is a Fiscal Year-end); and (B) any unrecovered balance in the transferor’s Loss Recovery Account attributable to the Capital Account associated with the Transferred amount (as determined in accordance with the calculation in the first sentence of Section 4.1.3.4 as if such Transferred amount had been withdrawn) shall, in the discretion of the Investment Manager, either be: (i) preserved in the Loss Recovery Account of the Transferring Limited Partner as if such amount had not been Transferred; or (ii) transferred into the Loss Recovery Account of the transferee Limited Partner.

4.1.3.6 Reserved.

4.1.3.7 In the event the General Partner determines that, based upon any tax, regulatory or other considerations as to which the General Partner and any Limited

Partner agree, such Partner should not participate (or should be limited in its participation) in the Net Capital Appreciation or Net Capital Depreciation, if any, attributable to trading in any Security, type of Security or any other transaction, the General Partner may allocate such Net Capital Appreciation or Net Capital Depreciation only to the Capital Accounts of Partners to whom such considerations or reasons do not apply (or may allocate to the Capital Account to which such considerations or reasons apply, the portion of such Net Capital Appreciation or Net Capital Depreciation attributable to such Capital Account's limited participation in such Security, type of Security or other transaction). In addition, if for any of the reasons described above, the General Partner determines that a Partner should have no interest whatsoever in a particular Security, type of Security or transaction, then, subject to such Partner's consent (which shall not be required for a Security, type of Security or transaction that could generate income that is effectively connected with the conduct of a trade or business in the United States (including U.S. real estate assets) and can be specially allocated pursuant to [Section 6.1.2.2](#)), the interests in such Security, type of Security or transaction may be set forth in a separate memorandum account in which only the Partners having an interest in such Security, type of Security or transaction (any such Partner, for such Security, type of Security or transaction, being referred to as an "[Unrestricted Partner](#)") shall have an interest and the Net Capital Appreciation and Net Capital Depreciation for each such memorandum account shall be separately calculated.

4.1.3.8 At the end of each Fiscal Period during which a memorandum account created pursuant to [Section 4.1.3.7](#) (a "[Memorandum Account](#)") was in existence (or during which an interest in particular Securities was otherwise allocated away from one or more Limited Partners), the Capital Account of each Unrestricted Partner may be debited *pro rata* in accordance with the Capital Accounts of all Unrestricted Partners at the opening of such Fiscal Period in an amount equal to the interest that would have accrued on the amount used to purchase the Securities attributable to the Memorandum Account (the "[Purchase Price](#)") had the Purchase Price earned interest at the rate per annum being paid by the Partnership from time to time during the applicable Fiscal Period for borrowed funds, or, if funds have not been borrowed by the Partnership during such Fiscal Period, at the interest rate per annum that the General Partner determines would have been paid if funds had been borrowed by the Partnership during such Fiscal Period. The amount so debited shall then be credited to the Capital Accounts of all of the Partners in accordance with their Partnership Percentages.

4.1.3.9 The General Partner may elect to have the Incentive Allocation reallocated to it (or to any of its Affiliates) at the level of any Special Purpose Vehicle through which the investment program of the Partnership is being effectuated without receiving consent from existing Limited Partners, for so long as such election does not result in any material adverse consequences to the Limited Partners.

4.1.4 [Amendment of Incentive Allocation](#). The General Partner shall have the right to amend, without the consent of the Limited Partners, [Section 4.1.3](#) so that the Incentive Allocation therein provided conforms to any applicable requirements of the SEC and other regulatory authorities or to address any change in Law that affects the tax treatment of the Incentive Allocation or any income allocated to the General Partner, its Affiliates or any Person providing management and/or administrative services to the Partnership; provided, however, that no such amendment shall increase the Incentive Allocation that otherwise would be made with respect to a Capital Account or result in any material adverse consequences to the Limited Partners. The Partnership shall not bear any expenses related to effecting any changes to the provisions relating to the Incentive Allocation as provided in this [Section 4.1.4](#).

#### 4.1.5 [Allocations for Tax Purposes](#).

4.1.5.1 For each fiscal year, items of income, deduction, gain, loss or credit shall be allocated for U.S. federal income tax purposes among the Partners in such

manner as the General Partner, in its discretion, determines reasonably reflects amounts credited or debited to each Partner's Capital Account for the current and prior fiscal years (or relevant portions thereof).

4.1.5.2 Notwithstanding the foregoing, the General Partner shall be entitled, in its discretion, to specially allocate items of income and gain (or loss and deduction) to Partners who withdraw all or a portion of their Capital Account during any Fiscal Year in a manner designed to ensure that each withdrawing Partner is allocated income or gain (or loss or deduction) in an amount equal to the difference between that Partner's Capital Account balance (or portion thereof being withdrawn) at the time of the withdrawal and the tax basis for its interest in the Partnership at that time (or proportionate amount thereof), determined, in all cases, (x) with regard to deemed distributions and contributions under Section 752 of the Code; and (y) without regard to any adjustments that have been made to the tax basis of the withdrawing Partner's interest in the Partnership as a result of any withdrawals or assignment of its interest in the Partnership prior to the withdrawal (other than the original issue of the interest in the Partnership), including by reason of death.

4.1.5.3 The provisions of this Section 4.1.5 are intended to comply with Treasury Regulation Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulation. In furtherance of the foregoing, the provisions of Section 704 and the Treasury Regulations thereunder addressing qualified income offset, minimum gain chargeback requirements and allocations of deductions attributable to nonrecourse debt and partner nonrecourse debt (as defined in Treasury Regulation Section 1.704-2(b)(4)), are hereby incorporated by reference.

4.1.6 Certain Actions. Notwithstanding any other provision of this Agreement, (i) each Partner shall, and shall cause each of its Affiliates and transferees to, take any action requested by the General Partner, and the General Partner may take any reasonable action, to ensure that the fair market value of any Interest that is transferred in connection with the performance of services is treated for U.S. federal income tax purposes as being equal to the "liquidation value" (within the meaning of Proposed Treasury Regulation Section 1.83-3(l)) of that Interest (and that each such Interest is afforded pass-through treatment for all applicable U.S. federal, state or local income tax purposes); and (ii) without limiting the generality of the foregoing, to the extent required in order to attain or ensure such treatment under any applicable Law, Treasury Regulation, IRS Revenue Procedure, IRS Revenue Ruling, IRS Notice or other guidance governing partnership interests transferred in connection with the performance of services, such action may include authorizing and directing the Partnership or the General Partner to make any election, agreeing to any condition imposed on such Partner, its Affiliates or its transferees, executing any amendment to this Agreement or other agreements, executing any new agreement, making any tax election or tax filing, and agreeing not to take any contrary position.

#### 4.1.7 Tax Treatment.

4.1.7.1 Except with regard to the Tax Treatment, each Partner agrees not to treat, on any income tax return or in any claim for a refund, any item of income, gain, loss, deduction or credit in a manner inconsistent with the treatment of such item pursuant to the terms of this Agreement unless otherwise required by a Final Determination after such Partner uses its commercially reasonable efforts to uphold the treatment of the item in a manner consistent with the terms of this Agreement. The Partners shall (i) treat the Partnership as a partnership for U.S. federal income tax purposes; (ii) treat the transactions completed by the First Amended and Restated Agreement as an "assets-over" partnership merger of the USA Joint Venture into the Bermuda Joint Venture under Treasury Regulation Section 1.708-1(c)(3)(i) in which the Bermuda Joint Venture is treated as the "continuing partnership" and the USA Joint

Venture is treated as liquidating and distributing its interest in the Bermuda Joint Venture to its partners in liquidation; (iii) treat the Partnership as a continuation of the Bermuda Joint Venture; and (iv) treat the Incentive Allocation as a partnership profits interest for U.S. tax purposes as contemplated by this Agreement (clauses (i) through (iv), the "Tax Treatment").

4.1.7.2 Notwithstanding the foregoing, the Partners shall not take any position inconsistent with the Tax Treatment. If a claim, action or proceeding (a "Tax Proceeding") is brought by the Internal Revenue Service or other taxing authority against a Partner or the Partnership (or either of the Joint Ventures) challenging the Tax Treatment, such Partner shall provide prompt written notice to the General Partner of such Tax Proceeding and the General Partner shall be entitled to assume the defense of, and control all matters with regard to, such Tax Proceeding as it relates to the Tax Treatment. The General Partner shall use reasonable efforts to keep such Partner apprised of the status of such Tax Proceeding. No Partner may settle a Tax Proceeding inconsistent with the Tax Treatment contemplated by this Agreement unless the General Partner fails to assume or maintain the defense of the Tax Proceeding as contemplated by this Section 4.1.7.2, or the General Partner provides express prior written consent. In the event the General Partner exercises its right to assume control of the defense, the Partner that is the subject of such Tax Proceeding shall reasonably cooperate with the General Partner in such defense and make available to the General Partner witnesses, pertinent records, materials and information in its possession or under its control relating thereto as are reasonably requested by the General Partner.

#### Section 4.2 Valuation.

4.2.1 The Partnership's assets and liabilities shall be valued as of the close of business on the last day of each month, in each case in accordance with the Investment Manager's valuation policy and procedures, as may be amended from time to time (the "Valuation Policy"). The General Partner shall cause the Investment Manager to provide a copy of its Valuation Policy to any Limited Partner upon request by such Limited Partner and to notify the Limited Partners of any changes to the Valuation Policy.

4.2.2 All values assigned to Securities, other assets and liabilities in accordance with the procedures set forth in the Valuation Policy shall be final.

Section 4.3 Liabilities; Reserves. The Partnership's liabilities shall be determined in accordance with GAAP, and shall include the establishment of such reserves for estimated accrued expenses and contingencies as the General Partner may deem advisable; provided, however, that the General Partner may provide reserves and holdbacks for estimated accrued expenses, liabilities or contingencies, including general reserves and holdbacks for unspecified contingencies (even if such reserves or holdbacks are not required by GAAP). All such reserves or holdbacks could reduce the amount of distribution on withdrawal. Such reserves or holdbacks may be invested or maintained in a manner deemed appropriate by the General Partner. Any holdback shall be applied equally and equitably to all Capital Accounts that are subject to the expenses, liabilities and contingencies for which such holdback was established. Upon the determination of the General Partner that such holdback is no longer needed, the remainder (if any) of the holdback, and the estimated interest that the Partnership earned thereon or is attributed thereto (in each case, if any) shall be distributed or credited, as applicable, to the Capital Accounts for which such holdback was established. Limited Partners shall be provided upon request the nature and amount of any holdback that is not otherwise required by GAAP.

Section 4.4 Determination by General Partner of Certain Matters. All matters concerning the valuation of Securities, the allocation of profits, gains and losses among the Partners, the taxes on profits, gains and losses, and accounting procedures, not specifically and

expressly provided for by the terms of this Agreement, shall be determined in good faith by the General Partner, whose determination shall be final, binding and conclusive on all of the Partners. The General Partner shall have the power to make all tax elections and determinations for the Partnership, and to take any and all action necessary under the Code or other applicable Law to effect those elections and determinations. All such elections and determinations by the General Partner shall be final, binding and conclusive upon all Partners.

## ARTICLE V

### **Records, Accounting and Reports, Partnership Funds**

#### Section 5.1 Records and Accounting.

5.1.1 Proper and complete records and books of account of the Partnership's business shall be maintained at the Partnership's principal place of business or at such other place as may be determined by the General Partner. Unless determined otherwise by the General Partner, in its discretion, the books and records of the Partnership shall be kept pursuant to the accrual method of accounting, which shall be the method of accounting followed by the Partnership for U.S. federal income tax purposes.

5.1.2 Except as otherwise expressly provided in this Agreement, no Limited Partner shall have any right to inspect the register of limited partners or to obtain any information contained in the books and records of the Partnership (whether kept by the General Partner, the Investment Manager, the Administrator or any other Person), including, without limiting the generality of any of the foregoing, any Confidential Material and any information relating to any other Limited Partner or the Partnership's trading activity. Notwithstanding the foregoing, (i) each Limited Partner shall have the right to inspect the register of limited partners and the books and records of the Partnership during customary business hours at the principal place of business of the Partnership or such other location where such books and records are maintained pursuant to Section 5.1.1 solely for purposes of confirming such Limited Partner's status as a Limited Partner or investment in the Partnership; and (ii) the General Partner shall afford to the Company's auditors reasonable access during customary business hours to the foregoing information maintained in the books and records of the Partnership so long as (x) such information pertains to such Limited Partner's investment in the Partnership; and (y) the Company's auditors are subject to the confidentiality obligations set forth in Section 12.1.

5.1.3 The General Partner shall retain (or arrange for the retention), for a period of at least seven years, copies of any documents generated or received by the General Partner in the ordinary course of business pertaining to the assets of the Partnership or to the compensation payable to the General Partner and the Investment Manager, which shall include, at the very least, documents required to be kept in accordance with applicable Law.

Section 5.2 Independent Audit. The records and books of account of the Partnership shall be audited as of the end of each Fiscal Year by independent certified public accountants selected by the General Partner in its discretion. The General Partner shall promptly notify the Limited Partners of any resignation of, or replacement of, the Partnership's independent certified public accountants.

Section 5.3 Tax Information. Within 90 days after the end of each Taxable Year (or as soon thereafter as is reasonably practicable), the General Partner shall cause to be delivered to each Person who was a Partner at any time during that Taxable Year all information necessary, at the discretion of the General Partner, for the preparation of the Partner's U.S. federal income tax returns, including a Form 1065/Schedule K-1 statement showing the Partner's share of income or loss, deductions and credits for the year for U.S. federal income tax purposes,

and the amount of any distributions made to or for the account of the Partner pursuant to this Agreement.

Section 5.4 Annual Reports to Current Partners. The Partnership shall furnish to each Limited Partner, with respect to each Fiscal Year an annual consolidated audited financial statement of the Partnership as of the end of, and for, such Fiscal Year prepared in accordance with GAAP and audited by the independent certified public accountants selected by the General Partner in accordance with Section 5.2. The Partnership shall provide a draft of such statement by February 15 of the immediately following Fiscal Year and the final audited statement by February 25 of such immediately following Fiscal Year.

Section 5.5 Chief Investment Officer Meeting. At the commercially reasonable request of the Company, and subject to reasonable prior notice, the General Partner shall cause the Investment Manager to make one of its representatives available to meet with the Chief Investment Officer (in person or telephonically) to report on the Partnership's activities and discuss the Investment Manager's investment outlook.

Section 5.6 Tax Returns. The General Partner shall cause tax returns for the Partnership to be prepared and timely filed (taking into account extensions) with the appropriate authorities, and shall determine which items of cash outlay are to be capitalized or treated as current expenses.

Section 5.7 Reporting. The General Partner shall provide the information set forth on Exhibit B with the frequency stated therein.

## ARTICLE VI

### Rights and Duties of the General Partner

Section 6.1 Management Power.

6.1.1 The General Partner shall have exclusive management and control of the business of the Partnership. Except as expressly provided in this Agreement, the authority of the General Partner to manage and control the day-to-day business of the Partnership shall be exercised by the Managing Member, and all decisions regarding the day-to-day management and affairs of the Partnership shall be made by the Managing Member on behalf of the General Partner (whether or not this Agreement specifies that the General Partner or the Managing Member is authorized to make such decision). The General Partner shall, except as provided in this Agreement, have the rights and power to manage and administer the affairs of the Partnership and conduct the business of the Partnership. Except as otherwise expressly provided in this Agreement, the General Partner is granted the right, power and authority to undertake on behalf of the Partnership all actions that, in its sole judgment, are necessary, suitable, proper or desirable to carry out its duties and responsibilities, including the right, power and authority from time to time to take the following actions at the expense of, in the name of, and, on behalf of, the Partnership:

6.1.1.1 To acquire, trade, hold, encumber, sell, lease, exchange, purchase, transfer, invest, mortgage, pledge, charge, dispose of and otherwise deal with, on margin or otherwise, Securities (including to acquire "long" positions or "short" positions and to make purchases or sales increasing, decreasing or liquidating the position or changing from a "long" position to a "short" position or from a "short" position to a "long" position, without any limitation as to the frequency of the fluctuation in such positions or as to the frequency of the changes in the nature of the positions), commodities and commodities contracts, including futures contracts, forwards, options and swaps thereon, and other assets of the Partnership, and to

exercise all rights, powers, privileges and other incidents of ownership or possession with regard to Securities, including voting rights, at prices and upon terms deemed to be in the best interests of the Partnership, and to engage in any other activities and transactions that may be necessary, suitable or proper for the accomplishment of or in furtherance of, any of the foregoing objects and purposes and to do any and all other acts and things incidental or appurtenant to or arising from or connected with any of such objects and purposes;

6.1.1.2 To organize one or more corporations or other entities to invest, in Securities or participations in Securities, or to hold record title of, or as nominee for the Partnership of, Securities or funds of the Partnership (each such entity, a “Special Purpose Vehicle”);

6.1.1.3 To incur all expenditures permitted by this Agreement;

6.1.1.4 To engage any and all agents, managers, consultants, advisors, including the Investment Manager, independent contractors, attorneys, the Administrator, accountants and other Persons necessary or appropriate to carry out the business of the Partnership, and to pay fees, expenses and other compensation to such Persons, and provide for the exculpation and/or indemnification of such Persons by the Partnership, including such Persons or firms that may be Limited Partners or Affiliates of the General Partner or its principals or employees;

6.1.1.5 To admit new Limited Partners to the Partnership, pursuant to and subject to the terms of Article III of this Agreement;

6.1.1.6 To enter into Other Agreements with Limited Partners containing such terms and conditions as determined by the General Partner;

6.1.1.7 To assist the Partnership with investor relations services, including communications from the Partnership to the Limited Partners and prospective investors;

6.1.1.8 To the extent that funds of the Partnership are, in the General Partner’s judgment, not required for the conduct of the Partnership’s business, to invest the excess funds;

6.1.1.9 To pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, upon terms that the General Partner may in its discretion determine and upon evidence that it deems sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the Partnership;

6.1.1.10 To make, execute, and deliver any and all documents of transfer and conveyance and any and all other instruments and agreements that may be necessary or appropriate to carry out the powers granted in this Agreement;

6.1.1.11 To open, maintain, conduct and close accounts, including margin and custodial accounts, with brokers and bank accounts, and to draw checks or other orders for the payment of money by the Partnership;

6.1.1.12 If the General Partner deems registration, qualification or exemption necessary or desirable, to cause the Partnership to comply with all applicable provisions of Law, including the registration or qualification of the Partnership under the Laws of any applicable jurisdiction or the obtainment of exemptions under such Laws;

6.1.1.13 To engage in hedging and/or interest exchange agreement transactions on behalf of or for the direct or indirect benefit of the Partnership through the purchase and sale of: contracts for future delivery of bank certificates of deposit; securities issued or guaranteed by the United States Government and its agencies and instrumentalities, such as United States treasury bonds, notes, and bills, and mortgage-backed securities issued by the Government National Mortgage Association; other interest-bearing negotiable instruments; and other financial futures contracts, financial options contracts and other Securities whether in existence now or in the future;

6.1.1.14 To lend, either with or without security, any Securities, funds or other properties of the Partnership, to borrow or raise funds, without limit as to the amount or manner and time of repayment, and to issue, accept, endorse and execute promissory notes, drafts, bills of exchange, warrants, bonds, debentures or other negotiable or non-negotiable instruments and evidences of indebtedness, to secure the payment of such or other obligations of the Partnership by mortgage upon, or pledge, or charge, hypothecation or guarantee of, all or any part of the property of the Partnership, whether owned or acquired thereafter and to execute and record financing statements in connection with perfecting any such security interests of the Partnership, as applicable;

6.1.1.15 To acquire, enter into, and pay for any contract of insurance that the General Partner in its discretion deems necessary and proper for the protection of the Partnership, for the conservation of the assets of the Partnership, or for any purposes beneficial to the Partnership;

6.1.1.16 To enter into, make, perform, execute, amend, supplement, acknowledge and deliver any and all contracts, agreements, licenses, undertakings or other instruments and to engage in any kind of activity necessary, proper or desirable to carry out the purposes of the Partnership;

6.1.1.17 To assist the Partnership with any legal, compliance, tax or regulatory filings;

6.1.1.18 To make any securities filings on behalf of the Partnership or the Company relating to any of the investment activities of the Partnership;

6.1.1.19 To direct or permit the Investment Manager to enter into direct or indirect sub-advisory arrangements or otherwise delegate the investment management authority over the Partnership to any other Person; provided, however, that management, control and conduct of the activities of the Partnership shall remain the responsibility of the General Partner; provided further, that in the case of any delegate that is an Affiliate of the Investment Manager, the Partnership shall not bear any additional fees or performance-based compensation in connection with such arrangement or be subject to any expenses not consistent with this Agreement; provided further, that the General Partner may not direct or permit the Investment Manager to engage any delegate who is not an Affiliate of the Investment Manager, unless (i) the General Partner has obtained the written consent of the Chief Investment Officer prior to any such engagement; (ii) the Investment Manager effectuates such delegation on the same terms and conditions as the Affiliated Funds; (iii) any such delegation is subject to the same limitations and restrictions set forth in this Agreement (including the Guidelines) and the same standard of care as if performed directly by the Investment Manager or General Partner; (iv) the Investment Manager conducted appropriate due diligence on the delegate (including with respect to such delegate's investment professionals, operations, regulatory compliance and prior performance); (v) the Investment Manager retains the authority and responsibility to monitor and review the performance of the delegate and to terminate any

arrangement with the delegate; and (vi) the Investment Manager has sought “most favored nations” treatment of any investment by the Partnership with such delegate;

6.1.1.20 To make all tax elections and determinations for the Partnership, and to take any and all action necessary under the Code or other applicable Law to effect those elections and determinations;

6.1.1.21 To be or to designate a Partnership Representative for all purposes under the Code;

6.1.1.22 To combine purchase or sale orders on behalf of the Partnership with orders for Affiliated Funds (other than Affiliated Funds sponsored or managed by Trawler Capital Management LLC), and allocate the securities or other assets so purchased or sold, on an average price basis, among the Partnership and such Affiliated Funds;

6.1.1.23 To enter into arrangements with brokers to open “average price” accounts wherein orders placed during a trading day are placed on behalf of the Partnership and Affiliated Funds (other than Affiliated Funds sponsored or managed by Trawler Capital Management LLC) and are allocated among such accounts using an average price;

6.1.1.24 To provide research and analysis and direct the formulation of investment policies and strategies for the Partnership;

6.1.1.25 To invest in other pooled investment vehicles, which investments shall be subject in each case to the terms and conditions of the respective governing document for such vehicle;

6.1.1.26 Subject to applicable Law, to purchase Securities and other property from and sell Securities and other property to Affiliated Funds in accordance with the Investment Manager’s applicable policies and procedures. To extent the Partnership purchases Securities or other property from or sells Securities or other property to an Affiliated Fund (other than Affiliated Funds sponsored or managed by Trawler Capital Management LLC), excluding any such purchases and sales for the purpose of rebalancing Securities among the Partnership and the TP Funds, the Investment Manager shall notify the Company (as provided in the following sentence). The Investment Manager may provide such notice on a monthly basis with respect to all such occurrences during the preceding month, and the Company shall have the opportunity to consult with the Investment Manager following such notice; and

6.1.1.27 To delegate any or all authorities of the General Partner hereunder, and in furtherance of any such delegation to appoint, employ, or contract with the Investment Manager for its services in connection with the management and operation of the Partnership in accordance with the terms of the Investment Management Agreement.

## 6.1.2

6.1.2.1 Notwithstanding anything to the contrary in this Agreement, except as provided in [Section 6.1.2.2](#), the General Partner shall use commercially reasonable efforts to avoid engaging in any activity or taking any action that would cause SiriusPoint Bermuda to be treated as engaged in a U.S. trade or business for U.S. federal income tax purposes, including investing in any asset that (i) does not qualify for the trading safe harbor provided in Section 864(b)(2) of the Code and the Treasury Regulations; or (ii) would be considered a United States real property interest for purposes of Section 897 of the Code. The foregoing shall not prohibit the investment, directly or indirectly, by the Partnership in an entity

treated as a corporation for U.S. federal income tax purposes that in turn invests in assets described in the foregoing clauses (i) and (ii).

6.1.2.2 Notwithstanding the foregoing Section 6.1.2.1, the General Partner shall be permitted to invest in assets that could generate income that is effectively connected with the conduct of a trade or business in the United States (including U.S. real estate assets) so long as those assets are allocated only to the General Partner, Excluded Investors, Sirius Re Holdings and such other Limited Partners as the General Partner and the Company may agree pursuant to Section 4.1.3.7. Notwithstanding anything to the contrary in this Section 6.1.2, the General Partner shall not be deemed to have violated this Section 6.1.2 with respect to SiriusPoint Bermuda either (x) with respect to the operation of the special allocations permitted by this Section 6.1.2.2; or (y) with respect to the operation of Section 8.4.

6.1.3 The Company may, upon at least three Business Days' prior written notice to the General Partner and subject to (a) the General Partner's acceptance; and (b) the General Partner satisfying the requirements set forth in Section 3.1.1, elect to make additional Capital Contributions to the Partnership on the first Business Day of a calendar month.

6.1.4 Notwithstanding any provision of this Agreement to the contrary, the General Partner hereby agrees to cause the Investment Manager to follow the investment and risk management guidelines attached hereto as Exhibit A (the "Guidelines"). The Company may amend the Guidelines from time to time for risk management purposes, provided that any such amendment shall be made in consultation with, and shall require the consent of, the General Partner (such consent not to be unreasonably withheld). The Investment Manager shall not effect any investment transaction for the Partnership that is inconsistent with the Guidelines; provided that, upon written request of the Investment Manager, the Chief Investment Officer may, in exigent circumstances, permit any variation from the Guidelines. Any amendments to the Guidelines shall be implemented by the Investment Manager within a commercially reasonable period of time (which the Investment Manager shall endeavor to make no longer than thirty (30) days, subject to any relevant transfer or sale restrictions, including the matters set forth in the proviso at the end of this Section 6.1.4, and liquidity considerations) to permit the Investment Manager to transition the Partnership's portfolio into compliance with the revised Guidelines. The General Partner shall notify the Company when it has actual knowledge of a violation or a reasonable likelihood of a violation of the Guidelines; provided that such notification shall not be required in connection with potential violations of the Guidelines based on anticipated performance of Securities. Upon having any such actual knowledge of a violation or reasonable likelihood of a violation of the Guidelines, the General Partner shall use commercially reasonable efforts to engage in such transactions as the General Partner deems necessary to ensure the Partnership's investments become consistent with the Guidelines no later than (i) if such transactions require the disposition of only highly-liquid securities (as reasonably determined by the General Partner), five Business Days after the date that the General Partner becomes aware that the Partnership is not compliant with the Guidelines or (ii) if such transactions require the disposition of securities that are not highly-liquid (as reasonably determined by the General Partner), the first month-end date of a calendar month falling at least 3 Business Days after the date that the General Partner becomes aware that the Partnership is not compliant with the Guidelines (and during any such period referred to in clause (i) or (ii), the General Partner shall not be in breach of this Agreement); provided, however, that if the General Partner reasonably believes that the violation of the Guidelines cannot be cured within such period without violating applicable Law or would otherwise trigger liability based on trading windows to which the General Partner or the Investment Manager is subject, or short-swing profit violations, then the General Partner shall notify the Company as soon as practicable and shall promptly bring the Partnership's investments into compliance with the Guidelines when it is permissible to do so (and during such cure period, the General Partner shall not be in breach of this Agreement).

6.1.5 From time to time the Company may discuss with the General Partner the adoption of new risk parameters for the Partnership, taking into consideration of the rest of the Company's portfolio and capital positions, among other factors. The General Partner will work in good faith with the Company to create responsive guidelines to incorporate additional limits responsive to the needs referred to in the preceding sentence but that do not fundamentally alter the general investment strategy or investment approach of the Partnership ("Risk Management Guidelines"). Once adopted, the Risk Management Guidelines will be incorporated into the Guidelines and the General Partner will be responsible for managing the Partnership pursuant to the Guidelines as modified by the Risk Management Guidelines in accordance with the terms of this Agreement.

6.1.6 Certain of the Company's insurance subsidiaries are regulated by insurance regulators (including the Bermuda Monetary Authority). The parties hereto hereby agree to work together in good faith to agree on any amendments to this Agreement (including any Exhibits hereto) that are necessary to comply with insurance regulatory provisions applicable to the Company resulting from changes of the insurance regulatory rules or administrative or court interpretations thereof after the date hereof. The parties acknowledge that a failure to agree on such amendments to this Agreement that are necessary to comply with applicable insurance regulatory provisions may result in a withdrawal pursuant to Section 3.5.1.2.

6.1.7 The General Partner shall promptly notify the Partners: (a) if it becomes aware of the occurrence of a Cause Event; and (b) if it subsequently become aware any new, material information relating thereto.

6.1.8 The General Partner shall promptly notify the Company if it becomes aware of any threatened or actual litigation where the Partnership, the Company or any of their respective subsidiaries are named or are reasonably expected to be named as a party. Neither the General Partner nor the Investment Manager may settle any such litigation which involves more than a *de minimis* amount without the prior written consent of the Company, such consent not to be unreasonably withheld, delayed or conditioned.

6.1.9 The General Partner shall promptly notify the Partners if it becomes aware of the occurrence of any event that may reasonably constitute a Disability Onset or a Key Person Event.

Section 6.2 Resignation or Withdrawal by the General Partner. Subject to Section 3.1.1, the General Partner may voluntarily resign or withdraw from the Partnership upon at least 90 days' prior written notice sent to all Partners.

Section 6.3 Right of Public to Rely on Authority of General Partner. Nothing contained in this Agreement shall impose any obligation on any Person or firm doing business with the Partnership to inquire whether the General Partner has exceeded its authority in executing any contract, lease, mortgage, deed or other instrument on behalf of the Partnership, and any such third person shall be fully protected in relying upon that authority.

Section 6.4 Time and Attention of the General Partner. The General Partner shall devote to the Partnership, and apply to the accomplishment of Partnership purposes, an amount of time and attention that the General Partner in its discretion deems necessary or appropriate.

Section 6.5 Exculpation and Indemnification of the General Partner.

6.5.1 Neither the General Partner nor any Affiliate or any members, associates, directors, officers, employees or agents of the General Partner or any Affiliate shall

be liable to the Partnership or to the Limited Partners for any act or omission based upon honest errors of judgment, negligence or other fault in connection with the business or affairs of the Partnership, so long as the action or failure to act does not constitute Disabling Conduct.

6.5.2 The Partnership agrees to indemnify the General Partner, the Investment Manager, the Tax Matters Partner and the Partnership Representative (in each case, acting in their capacity as such) and their respective members, Affiliates, associates, directors, officers, employees or agents (each, an “Indemnified Party” and collectively, the “Indemnified Parties”) to the fullest extent permitted by Law and to hold them harmless from and with respect to (a) all fees, costs and expenses (including attorneys’ fees and disbursements) incurred in connection with or resulting from any claim, action or demand against the Indemnified Parties that arise out of or in any way relate to the Partnership, its properties, business or affairs; and (b) any losses or damages resulting from any such claim, action or demand, including amounts paid in settlement or compromise of the claim, action or demand, except that this indemnification shall not apply to any such fees, costs, expenses, losses or damages (“Losses”) arising out of an Indemnified Party’s Disabling Conduct. Further, the Partnership’s obligations under this Section 6.5.2 shall not apply (x) with respect to Losses arising out of any unsuccessful claim, action or demand (excluding counterclaims) by any Indemnified Party against any Limited Partner; or (y) with respect to Losses arising out of any claim, action or demand arising out of or related to disputes among the Indemnified Parties. The Partnership shall advance to any Indemnified Party costs and expenses (including attorneys’ fees and disbursements) that are deemed reasonable by the General Partner, and that are incurred in connection with any action or proceeding subject to indemnification hereunder, prior to the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of such Indemnified Party to repay such amount if it is ultimately determined that such Indemnified Party is not entitled to be indemnified by the Partnership. U.S. federal securities laws, under certain circumstances, impose liability even on persons that act in good faith, and the Partnership and the Limited Partners are not waiving any rights they may have to the extent that such liability may not be waived, modified or eliminated under applicable Law but shall be construed so as to effectuate the provisions of this Section 6.5.2 to the fullest extent permitted by Law.

6.5.3 To the maximum extent permitted by law, as among (i) any director and officer liability insurance policies or other any liability insurance policies that may be maintained by or on behalf of the Partnership (“Partnership Insurance”), (ii) any director and officer liability insurance policies, umbrella policies, general partnership liability insurance policies or other liability insurance policies that may be maintained by or on behalf of the General Partner, the Investment Manager or any of their respective Affiliates (“D&O Insurance”), (iii) the Partnership (for the avoidance of doubt, the Partnership, for purposes of this clause (iii) shall be interpreted to exclude Partnership Insurance described in clause (i)), and (iv) the General Partner and its Affiliates (for the avoidance of doubt, the General Partner and its Affiliates, for purposes of this clause (iv) shall be interpreted to exclude D&O Insurance described in clause (ii)), this Section 6.5.3 shall be interpreted to reflect an ordering of liability for potentially overlapping or duplicative indemnification payments, with (A) any Partnership Insurance (if applicable) having primary liability, (B) any D&O Insurance (if applicable) having secondary liability, (C) the Partnership (if applicable) having tertiary liability and (D) the General Partner and its Affiliates having quaternary liability (and as between the General Partner and its Affiliates such obligations shall be on an equal basis unless they agree otherwise).

6.5.4 For purposes of this Section 6.5, acts or failures to act undertaken upon the advice of counsel shall be deemed to be actions in good faith, within the scope of authority and in the best interests of the Partnership.

6.5.5 The provisions of this Section 6.5 shall survive the termination of this Agreement, the termination of the Investment Management Agreement and/or the resignation or withdrawal of the General Partner of the Partnership.

Section 6.6 Other Business Ventures. Each Partner agrees that the General Partner, its Affiliates and their respective members, associates, directors, officers or employees may engage in other business activities or possess interests in other business activities of every kind and description, independently or with others. These activities may include investing in, financing, acquiring and disposing of securities in which the Partnership may from time to time invest, or in which the Partnership is able to invest or otherwise have any interest. The Limited Partners agree that the General Partner and the Investment Manager may act as a general partner of other partnerships, including investment partnerships or as managing member of limited liability companies. The Limited Partners further agree that the General Partner or the Investment Manager may organize and manage one or more domestic or offshore entities or accounts that may have similar investment activities as the Partnership and that the General Partner or the Investment Manager, as the case may be, shall allocate investment opportunities among such entities or accounts, other Affiliated Funds (other than Affiliated Funds sponsored or managed by Trawler Capital Management LLC), and the Partnership as it deems to be fair and equitable in its sole discretion. For the avoidance of doubt, the General Partner and Investment Manager shall allocate of any such investment opportunity in accordance with the Investment Manager's investment allocation policies.

Section 6.7 Certain Tax Matters.

6.7.1 The Tax Matters Partner and the Partnership Representative, in such capacity, are authorized and empowered to act and represent the Partnership and each of the Partners before the Internal Revenue Service and any other taxing authority in any audit or examination of any Partnership tax return and before any court selected by the General Partner for judicial review of any adjustments assessed by the Internal Revenue Service and any other taxing authority. By the execution of this Agreement, the Partners agree to be bound by, and agree not to take any action inconsistent with, the actions or inaction of the Tax Matters Partner or the Partnership Representative, as applicable, including tax return positions, the extension of the statute of limitations or any contest, settlement or other action or position that the Tax Matters Partner or the Partnership Representative, as applicable, deems proper under the circumstances. Each Partner agrees to notify the Tax Matters Partner or the Partnership Representative, as applicable, of any such action to be taken by the Partner, in violation of this Agreement or otherwise, at least 10 days prior to the date the Partner takes the action. The Partnership Representative or the Tax Matters Partner, as applicable, shall notify each Partner in writing of all administrative and judicial proceedings for the adjustment of Partnership items and shall make periodic reports to the Partners setting forth information it deems appropriate at its sole discretion to keep the Partners informed of the status of such proceedings. The Partnership Representative and the Tax Matters Partner, as applicable, shall have the authority to take all actions necessary or desirable at its discretion to accomplish the matters set forth in this Section 6.7. The foregoing rules shall apply *mutatis mutandis* to any substantially comparable state, local or non-U.S. tax Laws.

6.7.2 If the Partnership is subject to any Entity Taxes, the General Partner shall allocate among the Partners (or Former Partners) any tax liability imposed under the BBA Rules by deducting amounts from Capital Accounts or reducing amounts otherwise distributable to Partners or payable to Partners upon withdrawal, taking into account any modifications attributable to a Partner pursuant to Section 6225(c) of the BBA Rules (if applicable) and any similar state and local authority. Any tax liabilities so allocated shall be subject to the provisions of Section 3.8. To the extent that a portion of the tax liabilities imposed under the BBA Rules for a prior year relates to a Former Partner, the General Partner may

require such Former Partner to reimburse and/or indemnify the Partnership for its allocable portion of such tax. Each Limited Partner acknowledges that, notwithstanding the Transfer or withdrawal of all or any portion of its Interest in the Partnership, pursuant to this Section 6.7.2, it shall remain liable for tax liabilities with respect to its allocable share of income and gain of the Partnership for the Partnership's Taxable Years (or portions thereof) prior to such Transfer or withdrawal, as applicable, under the BBA Rules, or any similar state or local provisions. The Partners acknowledge and agree that the General Partner and Partnership Representative shall be permitted to take any actions to avoid Entity Taxes being imposed on the Partnership or any of its subsidiaries under the BBA Rules. Each Limited Partner agrees that, notwithstanding the Transfer or withdrawal of all or any portion of its Interest in the Partnership, if requested by the General Partner, it shall provide the appropriate Internal Revenue Service Form W-8 or W-9 or any other certificate or documentation which the General Partner reasonably determines is necessary to reduce Entity Taxes.

**Section 6.8 Addition of General Partners.** The General Partner may, if it deems it in the best interest of the Partnership, admit one or more additional General Partners (which may also be Limited Partners) with the prior written consent of the Company. Such additional General Partner or Partners shall become General Partner(s) upon the last to occur of the following: (a) their making their respective Capital Contributions, if required; (b) the execution by the additional general partner of this Agreement in its capacity as a General Partner; and (c) the filing of an amendment to the Partnership's Statement in accordance with the Partnership Act, if required. Such Person shall thereupon be included in the definition of Partners or General Partner, as the case may be, and be deemed to be parties to this Agreement, for all purposes of this Agreement.

**Section 6.9 Principal Transactions and Other Related Party Transactions.** The UCC shall be entitled to review and/or approve or disapprove (as applicable), on behalf of the Partnership, "principal transactions" within the meaning of Section 206(3) of the Advisers Act and/or any other matters involving conflicts of interest deemed appropriate by the General Partner, or as otherwise required by this Agreement.

## ARTICLE VII

### **Rights and Obligations of Limited Partners**

**Section 7.1 No Participation in Management.** No Limited Partner, in its capacity as such, shall participate in the control or business of the Partnership, transact any business in the Partnership's name or have the power to sign documents for or bind the Partnership in any other way.

**Section 7.2 Liability of Partners.**

7.2.1 Except as otherwise expressly provided in the Partnership Act, the debts, obligations and liabilities of the Partnership, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Partnership, and a Limited Partner shall not be obligated personally for any such debt, obligation or liability of the Partnership solely by reason of being a Limited Partner; provided, however, that a Limited Partner or Former Partner shall be required to contribute to the Partnership any amounts required under the Partnership Act and pursuant to Section 3.8 and Section 6.7.2.

7.2.2 Except as otherwise provided in the Partnership Act, the General Partner shall have unlimited liability for the repayment and discharge of all debts, obligations and liabilities of the Partnership to the extent the assets of the Partnership are inadequate. Neither the General Partner nor any of its Affiliates (other than the Partnership), shall be liable

for the return of the Capital Contributions of any Limited Partner, and each Limited Partner hereby waives any and all claims that it may have against the General Partner or any Affiliate thereof (other than, for the avoidance of doubt, the Partnership) in this regard.

Section 7.3 Withdrawal, Death, etc. of Limited Partner. The death, disability, incapacity, adjudication of incompetency, termination, bankruptcy, insolvency or winding up and dissolution (collectively, "Termination Event") of a Limited Partner shall not cause a winding up and dissolution of the Partnership. The legal representatives of a Limited Partner shall succeed as assignee to the Limited Partner's interest in the Partnership upon a Termination Event of such Limited Partner, but shall not be admitted as a substituted Partner without the consent of the General Partner, in its discretion. Distributions in respect of withdrawal requests by such Limited Partner's legal representatives shall be made on the same terms, and shall be subject to the same conditions, as set forth in Article III in respect of a withdrawal by a Limited Partner of its Capital Account.

Section 7.4 Assignability of Interest. Without the prior written consent of the General Partner, which consent may be granted or withheld in its discretion, a Limited Partner may not make a Transfer. Notwithstanding the foregoing, a Limited Partner may Transfer all or any portion of its Interests to an Affiliate without the consent of the General Partner; provided that (a) such transferee agrees to be bound by the terms and conditions of this Agreement; and (b) the General Partner determines that the Partnership shall not have, as a result of such Transfer, more than one hundred Partners at any time during the taxable year of the Partnership pursuant to Treasury Regulation Section 1.7704-1(h)(1)(ii). The General Partner may also permit other Transfers under such other terms and conditions as it, in its discretion, deems appropriate; provided, however, that prior to any such other Transfer, the General Partner shall consult with counsel to the Partnership to ensure that such Transfer, alone or taken together with other Transfers and withdrawals, shall not cause the Partnership to be treated as a "publicly traded partnership" taxable as a corporation within the meaning of Section 7704 of the Code. Any attempted Transfer not made in accordance with this Section 7.4, to the fullest extent permitted by Law, shall be void and of no force and effect.

Section 7.5 Priority. Except as specifically provided in this Agreement, no Limited Partner is given any priority over any other Limited Partner as to the return of contributions or as to compensation by way of income.

## ARTICLE VIII

### Expenses and Management Fee

Section 8.1 Certain Expenses. Any expenses incurred by the General Partner and the Partnership in connection with the negotiation of this Agreement, including legal and accounting expenses, shall be borne by the General Partner or its Affiliates and not by the Partnership. Any expenses incurred by the Limited Partners in connection with the negotiation of this Agreement, including legal and accounting expenses, shall be borne by the Limited Partners or their respective Affiliates and not by the Partnership.

Section 8.2 Operational Expenses.

8.2.1 Any and all expenses incurred by, or on behalf of the Partnership, in connection with or that otherwise pertain to or are incidental to the Partnership's organization (including the offering of Interests), administration, investments and operations, other than those borne by the Investment Manager, shall be borne by the Partnership, including:

8.2.1.1 trade support services including pre- and post-trade support software and related support services;

8.2.1.2 research (including computer, newswire, quotation services, publications, periodicals, subscriptions, data services and data base processing that are directly related to research activities on behalf of the Partnership) and consulting, advisory, expert, investment banking, finders and other professional fees relating to investments or contemplated investments, whether charged as fixed fees (such as retainers) and/or performance-based fees and allocations, in the form of cash, options, warrants, stock, stock appreciation rights or otherwise and irrespective of whether (A) there is a contractual obligation to pay such fees; or (B) such third parties are engaged by the Partnership in a dedicated or exclusive capacity; provided that the Partnership shall not bear the costs of any third party who may be retained to provide trade idea generation to the Partnership on an ongoing basis;

8.2.1.3 risk analysis and risk reporting by third parties and risk-related and consulting services;

8.2.1.4 fees of providers of specialized data and/or analysis as to specific companies, sectors or asset classes in which the Partnership has made or intends to make an investment;

8.2.1.5 transactional expenses, including fees or costs related to due diligence, investigation and negotiation of potential investments, whether or not such investments are consummated; provided that the Partnership shall be allocated no more than its *pro rata* share of any expenses incurred in connection with unconsummated investments involving one or more Affiliated Funds;

8.2.1.6 any costs (including legal costs) associated with contemplated or actual proxy solicitation contests, the preparation of any letters with respect to plans and proposals regarding the management, ownership and capital structure of any portfolio company (and related anti-trust or other regulatory filings) by the Investment Manager in connection with the Partnership's investments, any compensation paid to individuals considered for nomination, nominated and/or appointed, at the Partnership's request, to the board of a portfolio company (including any compensation paid in relation to serving in such capacity) and any related expenses (such as all costs incurred in connection with recruiting directors to serve on the board of a portfolio company, proxy solicitors, public relations experts, costs associated with "white papers", lobbying organizations to the extent reasonably determined by the General Partner to be employed in connection with investments or prospective investments of the Partnership and public presentations);

8.2.1.7 brokerage commissions and services and similar expenses necessary for the Partnership to receive, buy, sell, exchange, trade and otherwise deal in and with securities and other property of the Partnership (including expenses relating to spreads, short dividends, negative rebates, financing charges and currency hedging costs);

8.2.1.8 subject to Section 6.1.8, legal fees and related expenses incurred in connection with Partnership investments or contemplated potential investments or the ongoing existence of the Partnership, including legal costs and related expenses of (a) Indemnified Parties (such as indemnification and advances on account of indemnification) that may be payable by the Partnership pursuant to any indemnification obligations of the Partnership; or (b) any threatened or actual litigation involving the Partnership, which may include monetary damages, fees, fines and other sanctions, whether as a result of such regulatory authorities or such commercial interests prevailing, or the General Partner determining to settle such threatened or actual litigation;

8.2.1.9 legal and compliance third-party fees and expenses allocated to the Partnership to the extent the General Partner has reasonably determined that such services are related to, or otherwise benefiting, the organizational, operational, investment or trading activities of the Partnership including filing and registration fees and expenses (*e.g.*, expenses associated with regulatory filings, audits and inquiries with the SEC, the CFTC, the Federal Trade Commission and other regulatory authorities including foreign regulatory authorities, and any other filings made in connection with or that otherwise relate to or are incidental to the Partnership's organization (including the offering of interests), administration, investments and operations, including Form PF, but excluding the preparation of Form ADV and other expenses determined by the Investment Manager to be primarily related to other filings to be made, as well as the establishment, implementation and maintenance of internal policies and procedures of the Investment Manager that are intended to facilitate the Investment Manager's compliance with respect to its "own" compliance obligations not directly related to any services provided to its clients (for instance, the Investment Manager's obligation to maintain registration with the SEC or to maintain records such as those specified in Rule 204-2(a) under the Advisers Act are its "own" obligations; but its obligations relating to, without limitation, research, trading, investments and monitoring of investments are not the Investment Manager's "own" obligations), as opposed to the compliance obligations of the Partnership);

8.2.1.10 80% of the cost of any insurance premiums (other than wrongful employment practices insurance, premises liability insurance and insurance covering similar risks (*e.g.*, covering liabilities of the Investment Manager in its capacity as an employer or landlord/tenant)), including the cost of any insurance covering the potential liabilities of the Partnership, the General Partner, the Investment Manager, their respective Affiliates or any agent or employee of the Partnership, as well as the potential liabilities of any individual serving at the request of the Partnership as a director of a portfolio company (such as directors' and officers' liability or other similar insurance policies and errors and omissions insurance or other similar insurance policies) (for purposes of utmost clarity, any deductibles or retentions pursuant to such insurance policies are liabilities to be borne in accordance with the Partnership's indemnification obligations);

8.2.1.11 third-party valuation services (including fees of pricing, data and exchange services and financial modeling services), fund accounting, auditing and tax preparation (including tax filing fees, the cost of passive foreign investment company reporting, any expenses incurred in order to satisfy tax reporting requirements in any jurisdiction (if applicable) and other professional services and advisors) and expenses related to complying with FATCA;

8.2.1.12 Management Fees;

8.2.1.13 expenses related to the maintenance of the Partnership's registered office and corporate licensing;

8.2.1.14 consultant and other personnel expenses of companies and non-U.S. offices formed for the purpose of facilitating and/or holding investments by the Partnership;

8.2.1.15 costs and expenses related to acquisition, installation, servicing of, and consulting with respect to, order, trade, and commission management products and services (including risk management and trading software or database packages);

8.2.1.16 any costs associated with engaging service providers, including the Administrator, prime brokers and the UCC;

8.2.1.17 interest costs and taxes (including entity-level taxes and governmental fees or other charges payable by or with respect to or levied against the Partnership, its investments, or to federal, state or other governmental agencies, domestic or foreign, including real estate, stamp or other transfer taxes and transfer, capital and other taxes, duties and costs incurred in connection with the making of investments by the Partnership in a portfolio), in each case, except as allocated and apportioned to specific Partners pursuant to Section 3.8, Section 6.7.2 or otherwise;

8.2.1.18 custodian and transfer agency services (including the costs, fees and expenses associated with the opening, maintaining and closing of bank accounts, custodial accounts and accounts with brokers on behalf of the Partnership (including the customary fees and charges applicable to transactions in such broker accounts));

8.2.1.19 winding-up and liquidation expenses; and

8.2.1.20 other expenses related to the Partnership similar to those set forth in Section 8.2.1.1 to Section 8.2.1.19 (collectively, the “Expenses”).

8.2.2 Notwithstanding anything herein, unless otherwise approved in writing by the Chief Investment Officer, to the extent the aggregate amount of the Expenses payable by the Partnership for any Fiscal Year (which, for purposes of this Section 8.2.2, Expenses shall exclude, (A) any Expenses incurred pursuant to Section 8.2.1.7 and Section 8.2.1.17; (B) use of “soft dollars”; (C) any indemnification payments made pursuant to Section 6.5 and that may be covered under Section 8.2.1.8; and (D) the Management Fee) exceed the product of (x) 0.0175 and (y) the average Net Assets (calculated as the average Net Assets as of each calendar month end) for such Fiscal Year, then the Investment Manager shall reimburse the amount of such excess to the Partnership.

8.2.3 From time to time the Investment Manager shall be required to make determinations regarding whether certain Expenses should be borne solely by the Partnership or in conjunction with one or more Affiliated Funds (other than Affiliated Funds sponsored or managed by Trawler Capital Management LLC). Subject to certain exceptions such as tax or similar restrictions, all investment related Expenses are expected to be shared by the Partnership and any Affiliated Fund *pro rata* to their relative participation in that investment (or contemplated participation), while other Expenses shall generally be borne *pro rata* by the Partnership and certain or all Affiliated Funds based on their relative net asset values. In any case, the Investment Manager shall allocate applicable Expenses among the Partnership and any Affiliated Funds in a fair and reasonable manner and in a manner consistent with the Investment Manager’s expense allocation policies, which shall not be amended or modified in a manner that is disproportionately materially adverse to the Partnership relative to the Affiliated Funds (other than Affiliated Funds sponsored or managed by Trawler Capital Management LLC) without the prior consent of the Chief Investment Officer. In addition, the Investment Manager shall provide the Company with reports as of each year-end setting forth the Expenses during such year and the relative allocation of such expenses between the Partnership and any Affiliated Funds (in the aggregate) and the Investment Manager shall make itself reasonably available to discuss any such allocations with the Company.

8.2.4 Expenses shall be borne *pro rata* by the Partners in accordance with the balances in their respective Capital Accounts, except as provided elsewhere in this Agreement, including Section 3.8, Section 4.1.3.7, Section 6.7.2 and Section 13.2.

8.2.5 Except as otherwise provided for in this Agreement, any expenditures payable by or on behalf of the Partnership, to the extent determined by the General Partner to have been paid or withheld on behalf of, or by reason of particular circumstances

applicable to, one or more but fewer than all of the Partners, shall be charged to only those Partners on whose behalf such payments are made or whose particular circumstances gave rise to such payments. Such charges shall be debited from the Capital Accounts of such Partners as of the close of the Fiscal Period during which any such items were accrued or paid.

8.2.6 For the avoidance of doubt, the Investment Manager is responsible for, and the Fund shall not pay: (i) travel expenses of its principals and employees (other than pursuant to Section 8.2.1.14); (ii) the Investment Manager's own overhead expenses, including salaries, bonuses, benefits, rent and other overhead; and (iii) information services, software, technology and data services purchased primarily for the benefit of the Investment Manager's "own" purposes (but, for the avoidance of doubt, not the Partnership's share of those information services, software, technology and data services expenses primarily utilized in connection with the Investment Manager's investing, portfolio management and risk management functions, which are paid for by the Partnership).

### Section 8.3 Management Fee.

8.3.1 Pursuant to the Investment Management Agreement, the Partnership shall pay to the Investment Manager a fixed management fee, payable monthly in advance, with respect to each Capital Account, equal to  $\frac{1}{12}$  of 1.25% per month (1.25% per annum), of the balance of each such Capital Account (the "Management Fee"), as of the beginning of each month before the accrual of the Incentive Allocation. For the avoidance of doubt, such balance shall not include any exposure leverage of the Partnership or any Capital Account thereof. In determining the amount of the Management Fee allocable to each Limited Partner, the General Partner shall make such equitable adjustments as are necessary to reflect the admission of, and withdrawals or distributions paid to, one or more Limited Partners during any calendar month. If this Agreement is terminated on any day other than the last day of a calendar month, any unearned portion of the prepaid monthly fee for the month in which this Agreement is terminated, with respect to a Limited Partner, shall be refunded by the Investment Manager or its Affiliate, as the case may be, to the Partnership and allocated to that Limited Partner's Capital Account.

8.3.2 The General Partner, in its discretion, may elect to reduce, waive or calculate differently the Management Fee, with respect to any Limited Partner.

8.3.3 Notwithstanding the foregoing, the General Partner may elect to have the Management Fee paid to the Investment Manager (or to any of its Affiliates) at the level of any Special Purpose Vehicle through which the investment program of the Partnership is being effectuated without receiving consent from existing Limited Partners, for so long as such election does not result in any material adverse consequences to the Limited Partners.

Section 8.4 Transaction Fees. Any closing fees, directors' fees or break-up fees (net of expenses attributable thereto and to any transactions not completed) paid to the Investment Manager or its Affiliates attributable to and as a result of the Partnership's investments (collectively, the "Transaction Fees") shall be set-off to reduce the Management Fee unless the receipt of such fees is waived by the Investment Manager. If Transaction Fees for a particular month exceed the amount of Management Fees for such month, the excess shall be applied to reduce Management Fees in subsequent months.

Section 8.5 Assignment of Investment Advisory Contract. In its discretion, the General Partner may enter into any transaction with respect to (a) any investment advisory contract between the Partnership and the Investment Manager; or (b) the General Partner's interest in the Partnership (each, a "GP Transaction"); provided that the General Partner may only enter into a GP Transaction that would constitute an "assignment" as such term is defined

under the Advisers Act with the consent of a Majority-in-Interest of the then-Limited Partners; provided further, that any action taken pursuant to this Section 8.5 shall not cause the balance sheets of the Partnership and the Company to be consolidated for financial statement purposes.

#### Section 8.6 Most-Favored Nations.

8.6.1 If any of the TP Funds reduces (i) the base management fee rate payable by any non-Excluded Investor in any share class existing as of the Effective Date or (ii) the base incentive compensation rate imposed on any non-Excluded Investor in any such share class, or if, after the Effective Date, any of the TP Funds offer a new share class to any non-Excluded Investor with the same liquidity terms as a share class existing as of the Effective Date but with lower base management fee or incentive compensation rates than such existing share class (or if a TP Fund subsequently lowers the base fee rates imposed on any non-Excluded Investor in such new share class), then the General Partner agrees to automatically and immediately make proportionate reductions in (A) the rate of Management Fee (which, for the avoidance of doubt, is equal to 1.25% per annum) or (B) the rate of Incentive Allocation (which, for the avoidance of doubt, is equal to 20%), as applicable, hereunder. The General Partner represents and warrants to the Company that it has disclosed to the Company the management fee, incentive compensation and liquidity terms of all share classes currently existing in the TP Funds as of the Effective Date and that it has not granted any current non-Excluded Investor in a TP Fund a lower base management fee rate or base incentive compensation rate than the “standard” terms of such share classes.

8.6.2 To the extent that any of the TP Funds offers a new share class to, or offers to enter into a side letter or other arrangement with, any non-Excluded Investor on or after the Effective Date, which terms provide for equally or more favorable liquidity terms than those set forth herein and provides for a different management fee terms and/or incentive compensation terms than those set forth herein (other than a new share class described in Section 8.6.1), then the General Partner shall provide prompt written notice of the offering of such terms to the Company and (i) the Company may elect to change the compensation arrangements herein to mimic such other management fee terms and/or incentive compensation terms, in each case with effect beginning as of the effective date that such non-Excluded Investor was entitled to such other management fee terms and/or incentive compensation terms, or (ii) if the Company does not make such election within 30 days of receiving notice of the terms offered to such Non-Excluded Investor, at the Company’s request the Investment Manager and the Company shall engage in good faith discussions to determine whether a change to the compensation arrangements hereunder is appropriate (which may include other changes to this Agreement). For the avoidance of doubt, any terms of investment offered by a TP Fund to a non-Excluded Investor with a lock-up period of (i) during the first two years of the Investment Period, five years or less and (ii) thereafter, three years or less, shall be deemed to have equal or more favorable liquidity terms than those set forth herein for purposes of this Section 8.6.2.

8.6.3 If the Investment Manager forms a commingled investment vehicle (that offers interests to non-Excluded Investors) that pursues an investment strategy that is materially different from the TP Funds, the General Partner will notify the Company of such new investment vehicle and will provide the Company with the option to withdraw assets from the Partnership and re-invest such withdrawn amounts in any such vehicle on a “most-favored nation” basis.

8.6.4 The General Partner agrees to work with the Company in good faith to ensure that the economic terms of this Partnership after such contemplated adjustments reflect the unique relationship between the Company and the Investment Manager.

## ARTICLE IX

### **Winding Up and Dissolution**

Section 9.1 Winding Up. The Partnership and its affairs shall be required to be wound up upon the first to occur of any of the events described in Section 2.6.

Section 9.2 Dissolution. Following the commencement of the winding up of the Partnership, the General Partner (or, if there is no General Partner, one or more Persons selected by the Majority-in-Interest of the then-Limited Partners) shall, wind up the Partnership's affairs and shall distribute the Partnership's assets in cash or in-kind in the following manner and order:

9.2.1 in satisfaction of the claims of all creditors of the Partnership, other than the Partners;

9.2.2 in satisfaction of the claims of the Partners as creditors of the Partnership; and

9.2.3 any balance to the Partners in the relative proportions that their respective Capital Accounts bear to each other, such Capital Accounts to be determined as of the Fiscal Year of the Partnership ended on the date of final liquidation.

Any distribution of assets in-kind shall be allocated to the Partners by the General Partner, to the extent practicable, on a proportionate basis. If any distributions in-kind are made in connection with the winding up and dissolution of the Partnership, the General Partner shall (x) make such distributions in-kind in accordance with Section 3.6.1; or (y) (i) immediately prior to such distribution in-kind, determine the Fair Value of such in-kind proceeds and adjust the Capital Accounts of all Partners upwards or downwards to reflect the difference between the book value and the Fair Value thereof, as if such gain or loss had been recognized upon an actual sale of such property on such date and allocated pursuant to Section 4.1.3; and (ii) at the time of such distribution, reduce the Capital Account(s) of the distributee Partner by the Fair Value of such in-kind proceeds distributed to such Partner.

Section 9.3 Time for Liquidation, etc. A reasonable time period shall be allowed for the orderly winding up and liquidation of the assets of the Partnership and the discharge of liabilities to creditors so as to enable the Partnership to seek to minimize potential losses upon such liquidation. The provisions of this Agreement, including the provisions relating to the payment of the Management Fee and the Incentive Allocation, shall remain in full force and effect during the period of winding up and until the General Partner (or liquidator, as applicable) shall execute a Notice of Dissolution in respect of the Partnership and shall cause such Notice of Dissolution to be filed with the Registrar of Exempted Limited Partnerships in the Cayman Islands.

## ARTICLE X

### Amendments

Section 10.1 Amendment of Agreement. Except as set forth in Section 4.1.4 and Section 6.1.4 of this Agreement, this Agreement may be amended, in whole or in part, only with the consent of all of the Partners.

## ARTICLE XI

### Power of Attorney

Section 11.1 Power of Attorney. Each Limited Partner, in executing this Agreement, appoints the General Partner, or the Managing Member thereof acting individually, as the Limited Partner's true and lawful attorney-in-fact, with full power and authority in the Limited Partner's name, place and stead to execute, acknowledge, deliver, swear to, file and record at the appropriate public offices those documents and instruments as may be necessary or appropriate to carry out the provisions of this Agreement, including:

11.1.1 the Statement and any amendments to the Statement as may be required;

11.1.2 any duly adopted amendment to this Agreement;

11.1.3 all other certificates and instruments or amendments of those certificates and instruments that the General Partner deems appropriate to qualify or continue the Partnership as a limited partnership in any jurisdiction in which the Partnership may conduct business; and

11.1.4 all certificates or instruments that the General Partner deems appropriate to reflect the winding up and dissolution of the Partnership.

11.1.5 The foregoing appointment is granted by way of security for the performance of each Limited Partner's obligations hereunder and is intended to secure an interest in property, is irrevocable and shall survive the incapacity of any Person giving the power, the dissolution of any corporation or partnership giving the power or the termination of any trust giving the power.

## ARTICLE XII

### Confidentiality

Section 12.1 Confidentiality.

12.1.1 In connection with the Partnership's ongoing business, the Limited Partners shall receive or have access to Confidential Material. Each Limited Partner shall keep confidential, and not make any use of (other than for purposes reasonably related to its Interest or for purposes of filing such Limited Partner's tax returns) or disclose to any Person, any Confidential Material except (i) to its Representatives on a need-to-know basis; (ii) as otherwise requested or required by any Governmental Authority, Law or by legal process (and, with respect to clause (ii), only in compliance with Section 12.1.2); or (iii) with the written consent of the General Partner. Each Limited Partner and its Representatives shall keep the existence of the Confidential Material confidential and shall exercise at least the same care with respect to the Confidential Material as such Limited Partner would exercise with respect to its own proprietary

and confidential material. Each Limited Partner shall advise its Representatives of the confidential nature of the Confidential Material and shall (x) either have such Representatives agree to keep and maintain such information confidential; or (y) ensure that such Representatives are bound by professional obligations of confidentiality. Each Limited Partner shall be responsible for any actions taken by its Representatives that would be deemed a breach of this Agreement if such Limited Partner had taken such actions.

12.1.2 In the event that a Limited Partner or its Representatives are requested or required by any Governmental Authority, Law or by legal process to disclose any Confidential Material (other than disclosures in connection with any routine periodic reporting or filing), such Limited Partner shall give the General Partner, to the extent permitted by Law and reasonably practicable under the circumstances, prompt written notice of such request or requirement so that the General Partner may seek an appropriate order or other remedy protecting the Confidential Material from disclosure, and such Limited Partner shall reasonably cooperate with the General Partner to obtain such protective order or other remedy. In the event that a protective order or other remedy is not obtained, or the General Partner waives its rights to seek such an order or other remedy, such Limited Partner (or its Representatives to whom such request is directed) may, without liability under this Agreement, furnish only that portion of the Confidential Material which such Limited Partner (or its Representatives) are, in the advice of such Limited Partner's counsel, legally required or are requested by a Governmental Authority to disclose; provided that such Limited Partner gives the General Partner written notice of the information to be disclosed as far in advance of its disclosure as practicable and such Limited Partner uses its best efforts to request that confidential treatment shall be accorded to such information. Notwithstanding the foregoing, no advance notification to the General Partner shall be required for disclosures (i) in connection with any routine examinations by any regulatory or supervisory authority (including, for the avoidance of doubt, the SEC or its staff) or (ii) in connection with requests made pursuant to FATCA or CRS; provided that, in any such case, the applicable Limited Partner shall notify the General Partner promptly following such disclosures.

12.1.3 Notwithstanding anything in this Agreement to the contrary, to the extent required by applicable Treasury Regulations, each Partner (and each employee, representative, or other agent of such Partner) may disclose to any and all Persons, without limitation of any kind, the tax treatment and tax structure of (i) the Partnership; and (ii) any of its transactions, and all materials of any kind (including opinions or other tax analyses) that are provided to the Partner relating to such tax treatment and tax structure; it being understood, that "tax treatment" and "tax structure" do not include the name or the identifying information of the Partnership or a transaction. Nothing herein shall limit any Partner's right to initiate communications with governmental and regulatory authorities at any time.

12.1.4 Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall restrict the Company from disclosing the overall monthly and year-to-date performance of the Partnership.

12.1.5 Each party acknowledges and agrees that such party may receive material non-public information in connection with the matters contemplated by this Agreement and that the investment returns of the Partnership may constitute material non public information of the Company, and further that such party is aware that the United States securities laws impose restrictions on purchasing or selling debt or equity securities based on such information.

12.1.6 Notwithstanding anything to the contrary herein, to the extent a Limited Partner is a party to, or otherwise subject to the terms of, a separate agreement with the General Partner, the Investment Manager or any of their respective Affiliates that imposes confidentiality obligations with respect to Confidential Material that are more restrictive (whether in terms of scope, duration or otherwise) than the obligations set forth in this Article

XII, then the more restrictive confidentiality obligations of such separate agreement shall govern in accordance with the terms set forth therein and shall not be limited or waived by the terms of this Agreement and, similarly, the confidentiality obligations of the Limited Partner set forth in this Agreement shall not be limited or waived by the terms of such separate confidentiality agreement. The confidentiality obligations set forth in this Article XII may be waived with the prior written consent of the General Partner, which may be given or withheld in its discretion.

Section 12.2 Non-Disclosure of LP Confidential Information.

12.2.1 The Third Point Parties shall keep confidential all information relating to this Agreement, the Partnership and the Company (collectively, "LP Confidential Information") and shall not make any use of (other than for purposes reasonably related to the administration and management of the Partnership) or disclose to any Person, any LP Confidential Information except (i) to its Representatives on a need-to-know basis; (ii) as otherwise requested or required by any Governmental Authority, Law, or by legal process (and, with respect to clause (ii), only in compliance with Section 12.2.2); or (iii) with the written consent of the Company. Each Third Point Party and its Representatives shall keep the existence of the LP Confidential Information confidential and shall exercise at least the same care with respect to the LP Confidential Information as such Third Point Party would exercise with respect to its own proprietary and confidential material. Each Third Point Party shall advise its Representatives of the confidential nature of the LP Confidential Information and shall either (x) have such Representatives agree to keep and maintain such information confidential; or (y) ensure that such Representatives are bound by professional obligations of confidentiality. Each Third Point Party shall be responsible for any actions taken by its Representatives that would be deemed a breach of this Agreement if such Third Point Party had taken such actions.

12.2.2 In the event that any Third Point Party or any of its Representatives is requested or required by any Governmental Authority, Law or regulation, or by legal process to disclose any LP Confidential Information, the General Partner shall give the Company, to the extent permitted by Law and reasonably practicable under the circumstances, prompt written notice of such request or requirement so that the Company may seek an appropriate order or other remedy protecting the LP Confidential Information from disclosure, and the applicable disclosing party shall reasonably cooperate with the Company to obtain such protective order or other remedy. In the event that a protective order or other remedy is not obtained, or the Company waives its rights to seek such an order or other remedy, the Third Point Party (or its Representatives to whom such request is directed) may, without liability under this Agreement, furnish only that portion of the LP Confidential Information which such Third Point Party (or its Representatives) are, in the advice of such Third Point Party's (or Representatives') counsel, legally required to disclose or requested by a Governmental Authority to disclose; provided that the General Partner gives the Company written notice of the information to be disclosed as far in advance of its disclosure as practicable and the disclosing Third Point Party (or Representative) use its best efforts to request that confidential treatment shall be accorded to such information. Notwithstanding the foregoing, no notification to the Company shall be required for disclosures (i) in connection with any routine periodic reporting or filing required by any Governmental Authority or Law (including, for the avoidance of doubt, the Investment Manager's Form ADV or Form PF filings); (ii) in connection with requests made pursuant to FATCA or CRS; or (iii) required or requested by any regulatory or supervisory authority (including, for the avoidance of doubt, the SEC or its staff) unless, in the case of this subclause (iii), such required or requested disclosure is specifically targeted at the Company or the Partnership, and not at the Investment Manager and its Affiliated Funds, as well.

12.2.3 Notwithstanding anything to the contrary herein, to the extent the General Partner, the Investment Manager or any of their respective Affiliates is a party to, or otherwise subject to the terms of, a separate agreement with the Company or any of its Affiliates

that imposes confidentiality obligations with respect to Confidential Material of the Company that are more restrictive (whether in terms of scope, duration or otherwise) than the obligations set forth in this Article XII, then the more restrictive confidentiality obligations of such separate agreement shall govern in accordance with the terms set forth therein and shall not be limited or waived by the terms of this Agreement and, similarly, the confidentiality obligations of the General Partner, the Investment Manager and their respective Affiliates set forth in this Agreement shall not be limited or waived by the terms of such separate confidentiality agreement. The confidentiality obligations set forth in this Article XII may be waived with the prior written consent of the Company, which may be given or withheld in its sole discretion.

Section 12.3 Equitable and Injunctive Relief. The Partners acknowledge that (a) the provisions of Section 12.1 hereof are intended to preserve the unique relationship between the Partners; and (b) the provisions of Section 12.1 are intended to preserve the value and goodwill of the Partnership's business; and that, in the event of a breach or a threatened breach by any Partner (or its Representatives) of its obligations under Section 12.1, the other Partners may not have an adequate remedy at law. Accordingly, in the event of any such breach or threatened breach by a Partner or its Representatives, any of the other Partners shall be entitled to seek such equitable and injunctive relief as may be available to restrain such Partner and any Person participating in such breach or threatened breach from the violation of the provisions thereof. Nothing in this Agreement shall be construed as prohibiting a Partner from pursuing any other remedies available at law or in equity for such breach or threatened breach, including the recovery of damages.

## ARTICLE XIII

### Miscellaneous

Section 13.1 Notices. Notices that may or are required to be given under this Agreement by any Partner shall be in writing and shall be deemed to have been duly given: (i) on the date of service if served personally on the party to whom notice is to be given; (ii) on the day of transmission if sent via electronic mail transmission; (iii) on the day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the United States Postal Service; or (iv) on the fifth day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, addressed to the respective parties at their addresses set forth in the books and records of the Partnership, or to any other addresses designated by any Partner by notice addressed to the Partnership in the case of any Limited Partner, and to the Limited Partners in the case of the General Partner. Unless otherwise provided in writing to the other parties, all notices shall be sent to the following addresses or e-mail addresses:

If to the Investment Manager or the General Partner:

c/o Third Point LLC  
55 Hudson Yards  
New York, NY 10001  
Email: Legal@thirdpoint.com

If to the Company:

SiriusPoint Ltd.  
One World Trade Center, 46<sup>th</sup> floor  
New York, NY 10006  
Attn: Rachael Dugan  
Email: Rachael.Dugan@siriuspt.com

Section 13.2 Adjustment to Take Account of Certain Events. Notwithstanding anything to the contrary in this Agreement, if the Code or Treasury Regulations require a withholding on or other adjustment to the Capital Account(s) or otherwise to the interest of a Partner or Former Partner, or any other event or events occur(s) necessitating or justifying, in the General Partner's sole judgment an equitable adjustment to the Capital Account(s) or otherwise to the interest of a Partner or Former Partner (including if allocations would not properly reflect the economic arrangement of the Partners or Former Partners or would otherwise cause an inequitable or onerous result for any Partner), the General Partner shall make such adjustments to the Capital Account(s) or otherwise to the interest of the Partners or Former Partners including in the determination and allocation among the Partners (and Former Partners, if relevant) of Net Capital Appreciation, Net Capital Depreciation, Capital Accounts, Partnership Percentages, Incentive Allocation, Management Fee, items of income, deduction, gain, loss, credit or withholding for tax purposes, accounting procedures or such other financial or tax items as shall equitably take into account such event (or events) and applicable provisions of Law or regulation, and the determination thereof in the discretion of the General Partner shall be final and conclusive as to all of the Partners (and Former Partners, if relevant).

Section 13.3 Governing Law. Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all of the terms and provisions hereof shall be governed by and construed under the Laws of the Cayman Islands, without regard to the conflicts of laws principles of any jurisdiction.

Section 13.4 No Third Party Rights. Except for the provisions of Section 6.5, the provisions of this Agreement, including the provisions of Section 7.2, are not intended to be for the benefit of any creditor or other Person (other than the Partners in their capacities as such) to which any debts, liabilities or obligations are owed by (or who otherwise have a claim against or dealings with) the Partnership or any Partner, and, to the fullest extent permitted by Law, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act (as amended) of the Cayman Islands to enforce any provision of this Agreement; provided that, without the prior explicit and written consent of the General Partner (such consent to refer specifically to this Section 13.4), no Indemnified Party (other than the General Partner and the Investment Manager) shall be entitled to claim the benefit of any right otherwise accruing to such Indemnified Party under Section 6.5. Notwithstanding any other provision of this Agreement, including the foregoing, the consent of or notice to any person who is not a party to this Agreement shall not be required for any termination, rescission or agreement to any amendment, waiver or other variation, assignment, novation, release or settlement under this Agreement at any time.

Section 13.5 Entire Agreement. Without limiting and subject to Section 12.1.6 and Section 12.2.3, this Agreement, the Subscription Agreement and the TPOC Management Agreement represent the entire agreement among the parties hereto governing the subject matter hereof, and supersede and cancel all prior negotiations, correspondence or agreements, written or oral, among the parties hereto with respect to the subject matter hereof.

Section 13.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Section 13.7 Miscellaneous.

13.7.1 All pronouns used herein and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person may require. Any reference to any federal, state, local, or foreign statute or Law is deemed also to refer to all rules and regulations promulgated thereunder, unless the context

requires otherwise. The word “including” shall mean “including, without limitation.” The word “or” is not exclusive. All words used in this Agreement shall be construed to be of such gender or number as the circumstances require.

13.7.2 Each party hereto hereby agrees that the other parties would be damaged irreparably if any provision of this Agreement were not performed in accordance with the specific terms or were otherwise breached and each party hereto agrees that any party shall be entitled to seek equitable relief, including any injunction or injunctions, to prevent breaches or threatened breaches of this Agreement by the other parties or any of their Representatives and to specifically enforce the terms and provisions of this Agreement.

13.7.3 Each party hereto acknowledges, confirms and agrees that, by entering into this Agreement, such party intends to take any and all lawful actions toward effecting the purpose and objectives of this Agreement. Accordingly, each of the parties hereto hereby agrees and covenants not to engage in any business, activities, transactions or actions, directly or indirectly, with the intent, purpose or effect of undermining the purpose and objectives of this Agreement.

13.7.4 The General Partner shall have a reasonable opportunity to review any press release or Form 8-K made in connection with the parties entering into this Agreement.

Section 13.8 Partners Not Agents. Nothing contained in this Agreement shall be construed to constitute any Partner the agent of another Partner, except as specifically provided in this Agreement, or in any manner to limit the Partners in the carrying on of their own respective businesses or activities.

Section 13.9 Severability. Each provision of this Agreement is intended to be severable. A determination that a particular provision of this Agreement is illegal or invalid shall not affect the validity of the remainder of the Agreement.

Section 13.10 Discretion. Whenever in this Agreement the General Partner is permitted or required to make a decision in its “discretion,” “sole discretion” or under a grant of similar authority or latitude, the General Partner shall be entitled to consider the Partnership’s interests as well as such other interests and factors as it desires, including its own interests and the interests of its Affiliates.

Section 13.11 Venue. Any action, proceeding or claim relating in any way to, arising out of or concerning this Agreement or the Partnership’s affairs shall be brought and maintained exclusively in the Chancery Court of the State of Delaware, and each party irrevocably consents to the jurisdiction of such courts to the broadest extent possible for any such action, proceeding or claim and waives any objection to proceeding there that such party might have on the basis of inconvenient forum, improper venue, or otherwise; provided that if the Chancery Court of the State of Delaware would not have or are found not to have subject matter jurisdiction over any action, proceeding or claim relating in any way to, arising out of or concerning this Agreement or the Partnership’s affairs, such action, proceeding or claim shall be brought and maintained exclusively in the Federal courts located in New York County, and each party irrevocably consents to the jurisdiction of such courts to the broadest extent possible for any such action, proceeding or claim and waives any objection to proceeding there that such party might have on the basis of inconvenient forum, improper venue, or otherwise.

Section 13.12 Waiver of Partition. Except as may otherwise be required by Law in connection with the winding up, liquidation and dissolution of the Partnership, each Partner hereby irrevocably waives any and all rights that it may have to maintain an action for partition of any of the Partnership’s property.

Section 13.13 Waiver of Jury Trial. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS WAIVER APPLIES TO ANY LEGAL ACTION OR PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL. THE PARTNERSHIP OR ANY PARTNER MAY FILE AN ORIGINAL COUNTERPART OR COPY OF THIS SECTION 13.13 WITH ANY COURT OR JURISDICTION AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTNERS TO THE WAIVER OF THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY.

Section 13.14 Survival. The provisions of Section 3.8, Section 6.5, Section 6.7, Section 7.2, Section 12.1, Section 12.2, Section 12.3, Section 13.3, Section 13.5, Section 13.9, Section 13.11, Section 13.12, Section 13.13, and this Section 13.14 shall survive the termination of this Agreement, the termination of the Investment Management Agreement and/or the resignation of the General Partner of the Partnership.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement as a deed on the date first above written.

**GENERAL PARTNER:**

THIRD POINT ADVISORS L.L.C.

By: /s/ Josh Targoff  
Name: Josh Targoff  
Title: Partner, COO and General Counsel

*[Signature Page to Fourth Amended and Restated Exempted Limited Partnership Agreement  
of Third Point Enhanced LP]*

**LIMITED PARTNERS:**

**THE COMPANY:**

SIRIUSPOINT LTD.

By: /s/ Sid Sankaran  
Name: Sid Sankaran  
Title: Chairman & CEO

**SIRIUSPOINT BERMUDA:**

SIRIUSPOINT BERMUDA INSURANCE COMPANY LTD.

By: /s/ Nicholas Campbell  
Name: Nicholas Campbell  
Title: CEO

**SIRIUS RE HOLDINGS:**

SIRIUS RE HOLDINGS, INC.

By: /s/ David W. Junius  
Name: David W. Junius  
Title: Chief Financial Officer

*[Signature Page to Fourth Amended and Restated Exempted Limited Partnership Agreement  
of Third Point Enhanced LP]*

## Exhibit A

### INVESTMENT GUIDELINES

Subject to the following provisions, the Partnership shall generally acquire and dispose of investments on a *pari passu* basis with the Offshore Master Fund, however with increased exposure to investments through the use of additional leverage. The General Partner shall generally target a “leverage factor” of (a) one and one half times (1.5x) for investments in liquid securities (though the General Partner may, in its discretion, determine to vary the “leverage factor” with respect to certain securities); and (b) one times (1x) for investments in illiquid securities and ABS securities, in each case, as determined by the General Partner in its discretion; provided that (i) the General Partner (A) may increase the leverage factor above such aforementioned targets with the prior written consent of the Chief Investment Officer; and (B) with respect to liquid securities, may decrease the leverage factor below such aforementioned target but in no event lower than the leverage factor of Third Point Ultra Master Fund L.P. without the prior written consent of the Chief Investment Officer, and (ii) the Company may, upon reasonable prior written notice to the General Partner, increase or decrease the leverage factor above or below such aforementioned targets in good faith to meet legitimate business needs of the Company, provided that such change is operationally practical in light of the Partnership’s investment program and borrowing ability (as determined by the General Partner in its reasonable discretion).

In the event that there is a significant appropriate investment opportunity for the Partnership that does not, in the opinion of the General Partner, fit the liquidity profile for the Offshore Master Fund (any such investment a “Non-Parallel Investment”), the General Partner shall have the ability to request that the Chief Investment Officer approve any Non-Parallel Investment, and upon such approval, shall have the authority to make such Non-Parallel Investment for the Partnership.

The Partnership may enter into and make non-*pari passu* and bespoke transactions and asset allocations, at the discretion of the General Partner and in consultation with the Company, to meet the Company’s return and risk management objectives, as communicated by the Company to the General Partner from time to time.

The General Partner shall be required to apply the following limitations for the Partnership’s portfolio:

Composition of Investments: At least 60% of the investment portfolio shall be held in debt or equity securities (including swaps) of publicly traded companies (or their subsidiaries) and governments of OECD (the Organization of Economic Co-operation and Development) high income countries, asset-backed securities, cash, cash equivalents and gold and other precious metals.

Concentration of Investments: Other than cash, cash equivalents and United States government obligations, the Partnership’s total exposure to any one issuer or entity shall constitute no more than 15% (multiplied by the “leverage factor”) of the investment portfolio’s Net Assets. To the extent that the Partnership exceeds such 15% limitation (as multiplied by the “leverage factor”), the General Partner shall promptly notify the Chief Investment Officer in writing and if the Chief Investment Officer requests that such concentration be lowered, the General Partner shall use commercially reasonable efforts to lower concentration at the earliest practicable time.

Net Exposure Limits: The net position (long positions less short positions) may not exceed 2 times net asset value for more than 10 trading days in any 30-trading day period.

## Exhibit B

### REPORTING

The General Partner shall prepare the following reports:

- (a) Within 15 Business Days of each calendar month end, the Partnership shall cause to be prepared to each Partner a statement of such Partner's Capital Account.
- (b) After the end of the first three (3) quarters of a Fiscal Year, the Partnership shall cause to be prepared for the Company a report setting out as of the end of the quarter information determined by the General Partner to be appropriate concerning assets, liabilities, profits, gains and losses of the Partnership.
- (c) The General Partner shall use commercially reasonable efforts to assist the Company in any required internal risk management, control or compliance matters applicable to the Company and related to this Agreement, including providing regular or ad hoc exposure and/or risk reports and preparing any internal control reviews that are reasonably deemed necessary by the Company. The General Partner acknowledges that the Company is subject to the regulatory and information requirements of insurance regulators and ratings agencies generally and will reasonably assist the Company in meeting such requirements. Furthermore, the General Partner shall use commercially reasonable efforts to give access to the Partnership's books and records related to the Company in case requested by the Bermuda Monetary Authority.
- (d) Notwithstanding Section 5.1.2, upon reasonable notice to the General Partner, the General Partner shall use its commercially reasonable efforts to provide the Company, the Company's auditors and regulators with such information as is customarily required in connection with the annual audit of the Company's accounts, tax compliance or compliance by the Company with its regulatory obligations on a timely basis.
- (e) As of the first Business Day of each month, the performance and net asset value of the Partnership over the prior month.
- (f) On a monthly basis, a report demonstrating compliance with the Guidelines requiring the Partnership to generally acquire and dispose of investments on a *pari passu* basis with the Offshore Master Fund.
- (g) By the third Business Day of each month, the attribution of the Partnership's performance as of the end of the prior month to (a) the top 10 and bottom 10 performance driving positions and to (b) sub-strategies and overlay hedges as defined in the monthly report of the Partnership.
- (h) The total assets under management of the TP Funds as of the beginning of each month.
- (i) On a monthly basis, risk and exposure information relative to the Partnership and the Offshore Master Fund, as reasonably requested by the risk management functions of the Company.

(j) No later than 5 Business Days after a request by the Chief Investment Officer, the General Partner shall provide to the Chief Investment Officer a full list of each of the Partnership's positions and the size of each such position; provided that any such request pursuant to this clause (j) shall not occur more than four times per any 12-month period.

(k) No later than 10 Business Days prior to the applicable due date (including any application extensions), to the extent reasonably practicable the General Partner shall provide to the Company a draft of any U.S. income tax return required to be filed for the Partnership (together with schedules, statements or attachments). The General Partner shall consult with the Company and in good faith consider any comments provided by the Company within five Business Days of its receipt of such tax returns.

(l) No later than 5 Business Days after each calendar quarter-end, the General Partner shall provide, and shall cause the Investment Manager to provide, a statement to the Company confirming that (i) the General Partner and the Investment Manager have complied with the terms of this Agreement (including the Guidelines) and the Investment Management Agreement, respectively, and (ii) neither the Investment Manager nor the General Partner are aware of the occurrence of any event that constitutes, or could reasonably be expected to constitute, a Cause Event, a Key Person Event or a Disability Onset during such calendar quarter.

Except as otherwise specified, all information to be provided on a monthly basis shall be provided no later than 10 Business Days after month end.

All information to be provided pursuant to this Exhibit B may be made available in electronic form, such as e-mail or by posting on a web site.

**Schedule I**

**REINVESTABLE WITHDRAWAL AMOUNT SCHEDULE**

<b>Fiscal Year</b>	<b>2022<sup>2</sup></b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>Minimum Withdrawal</b>	\$300 million	\$200 million	\$200 million	\$50 million
<b>Target Balance</b>	\$550 million	\$450 million	\$350 million	\$350 million

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<sup>2</sup> For purposes of this Reinvestable Withdrawal Amount Schedule, the \$100 million withdrawal in January 2022 shall be treated as having been withdrawn in 2021 and shall not count toward the 2022 Minimum Withdrawal.

## AMENDED AND RESTATED INVESTMENT MANAGEMENT AGREEMENT

This Amended and Restated Investment Management Agreement (this "Agreement"), dated as of February 23, 2022, is made by and between Third Point LLC, a Delaware limited liability company (the "Investment Manager"), SiriusPoint Ltd., a Bermuda company ("Holdco," and together with any of its subsidiaries or Affiliates, and any successor or assignee thereto, including any acquirer of all or a substantial portion of its or any of its subsidiaries or Affiliates' assets or stock by merger, amalgamation, reorganization, reconstitution, business combination or otherwise, the "Company") and each of the other undersigned Company entities. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Fourth Amended and Restated Exempted Limited Partnership Agreement of Third Point Enhanced LP (the "Partnership"), dated February 23, 2022 (the "Partnership Agreement").

WHEREAS, the Investment Manager and Third Point Reinsurance Ltd. entered into an Investment Management Agreement, dated as of August 6, 2020 (the "Original Agreement"), pursuant to which the Investment Manager agreed to provide certain discretionary investment management and non-discretionary investment advisory services to the Company;

WHEREAS, pursuant to that certain Plan of Merger, dated August 6, 2020, by and among Third Point Reinsurance Ltd., Yoga Merger Sub Limited and Sirius International Insurance Group Ltd., such parties underwent a merger with Holdco being the surviving entity in such merger;

WHEREAS, the Investment Manager and Holdco executed a term sheet, dated December 31, 2021 (the "Term Sheet") setting out certain proposed arrangements related to the establishment of the TPOC Portfolio (as defined below) and certain changes to be made to the Original Agreement;

WHEREAS, the Company wishes to continue to engage the Investment Manager to provide certain discretionary investment management services with respect to the TPOC Portfolio and certain non-discretionary investment advisory services to the Company, and the Investment Manager wishes to be so engaged; and

WHEREAS, the parties wish to amend and restate the Original Agreement and enter into this Agreement to set forth and memorialize the terms pursuant to which each of them will perform its responsibilities in the roles described above.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Appointment of Investment Manager. On the terms and subject to the conditions set forth herein, the Company hereby (a) appoints the Investment Manager as investment manager of the TPOC Portfolio to, on an exclusive and discretionary basis, supervise and manage the investment and reinvestment of the TPOC Portfolio, which appointment includes acting as agent and attorney-in-fact for and on behalf of the Company in connection with exercising (and solely to the extent of) the powers and authorities specifically set forth in this Agreement with respect to the TPOC Portfolio, and (b) engages the Investment Manager to provide certain non-discretionary investment advisory services to the Company, including making recommendations, providing advice and performing such other activities as are contemplated hereunder, in each case of clauses (a) and (b), in accordance with and subject to the terms hereof (including, with respect to the TPOC Portfolio, the Investment Guidelines (as defined below)); and the Investment Manager accepts such appointment and engagement. In the course of providing the services contemplated by this Agreement, the Investment Manager shall

act as a fiduciary and shall discharge its fiduciary duties and exercise each of its powers under this Agreement with the care, skill and diligence that a registered investment adviser, acting in a like capacity and familiar with insurance company matters, would use in the conduct of a like enterprise with like aims, taking into consideration the facts and circumstances then prevailing, and such fiduciary duties shall specifically include (but not be limited to) a duty: (i) to act with good faith; (ii) of loyalty to the Company; (iii) to provide full and fair disclosure of all material facts; (iv) to employ reasonable care to avoid misleading the Company; (v) with respect to the TPOC Portfolio, to act in a manner consistent with the Investment Guidelines; and (vi) with respect to the Advisory Services (as defined below), to act in a manner consistent with this Agreement.

2. TPOC Portfolio and Sub-Accounts.

(a) For purposes of this Agreement, the “TPOC Portfolio” shall consist of such cash and other assets contributed by the Company, and accepted by the Investment Manager, from time to time to one or more accounts with respect to which the Investment Manager has exclusive discretionary investment management authority pursuant to this Agreement (“Capital Contributions”), together with all investments and reinvestments of such Capital Contributions and the proceeds of and all earnings and profits on such Capital Contributions, including all interest, dividends and appreciation on investments, less depreciation of investments, reductions for expenses, fees and other obligations, and withdrawals from the TPOC Portfolio permitted hereunder. To the extent such Capital Contributions consist of amounts withdrawn from the Partnership (i) on November 30, 2021, December 31, 2021 and January 31, 2022, or (ii) on or after February 23, 2022 (the “Amendment Effective Date”) pursuant to the relevant provision of the Partnership Agreement permitting withdrawals the proceeds of which are intended to be reinvested in (x) the TPOC Portfolio, (y) funds, accounts, co-investments and/or other investment arrangements managed by Trawler Capital Management LLC (such funds, accounts, co-investments and/or arrangements, collectively, “Trawler”) or (z) any Other TP Accounts (as defined below), such amounts are referred to herein as “TPE Withdrawn Amounts.” The Company hereby agrees to contribute to the TPOC Portfolio all amounts withdrawn from the Partnership on November 30, 2021, December 31, 2021 and January 31, 2022 that have not been invested or committed for investment in Trawler or Other TP Accounts; provided that the Investment Manager shall provide the Company with at least 15 calendar days’ prior notice of any capital calls in respect of such obligation; provided further that the Company shall have the ability to delay any funding of such capital call by an additional 15 calendar days for capital calls equal to or greater than \$100 million. The Company shall have the ability to make additional Capital Contributions (not including TPE Withdrawn Amounts) of at least \$200 million, subject to identification by the Investment Manager of attractive opportunities consistent with the Investment Guidelines (as determined by the Investment Manager in its sole discretion).

(b) The Investment Manager shall establish a separate memorandum account in respect of each Capital Contribution by the Company (each such memorandum account, a “Sub-Account”) for purposes of determining the Management Fee, the Incentive Fee (each as defined below) and certain withdrawal terms applicable to each Sub-Account; provided that, to the extent multiple Capital Contributions are made, or deemed to be made, as of the same date, the Investment Manager may treat all such Capital Contributions as a single Capital Contribution; provided further that the Investment Manager and the Company may agree to treat multiple Capital Contributions as having been made simultaneously as of a particular date for some or all of such purposes (e.g., treating three Capital Contributions made over three consecutive months as having all been made as of the beginning of the second month). Subject to Section 2(c), each Sub-Account will be maintained and adjusted in a manner generally similar to the manner in which Capital Accounts (as such term is defined and used in the Partnership Agreement) established by the Partnership are maintained and adjusted pursuant to the terms of

the Partnership Agreement, including with respect to the Net Capital Appreciation, Net Capital Depreciation and fees and expenses of the TPOC Portfolio attributable to each such Sub-Account and any withdrawals from the TPOC Portfolio in respect of each such Sub-Account (but not with respect to the Incentive Allocation and related terms of the Partnership Agreement). Notwithstanding anything herein to the contrary, unless otherwise agreed between the Investment Manager and the Company with respect to a particular Capital Contribution, any Capital Contribution that is made between the first and the 15<sup>th</sup> day of a calendar month will be deemed to have been made as of the first day of such calendar month, and any Capital Contribution that is made between the 16<sup>th</sup> and the last day of a calendar month will be deemed made as of the first day of the following calendar month.

(c) Notwithstanding anything herein to the contrary, the Investment Manager shall allocate and reallocate among the Company entities (i) exposure to particular investments in the TPOC Portfolio (whether at the time the applicable investment is made or thereafter), (ii) Capital Contributions, and (iii) all or a portion of any Sub-Account balance, in each case in accordance with the specific instructions or guidelines received from the Company from time to time (but no more frequently than monthly) with respect to such matters to address legal, tax, regulatory or other similar considerations applicable to such Company entities; provided that (x) the Investment Manager shall have a commercially reasonable period of time to implement any such specific instructions or guidelines after they are provided by the Company, and (y) to the extent any standing instructions or guidelines do not specifically address the allocation of a particular investment made by the Investment Manager for the TPOC Portfolio, such investment shall be allocated only to the Sub-Accounts of SiriusPoint Bermuda Insurance Company Ltd. unless and until such time as the Company instructs the Investment Manager otherwise subject in any event to clause (x) above. To the extent any TPOC Portfolio investment is allocated only to certain Company entities pursuant to the preceding sentence, all appreciation, depreciation and expenses attributable to such investment will be allocated only to the Sub-Accounts of the applicable Company entities. In addition, the Investment Manager shall have the authority to make such other adjustments to the maintenance of such Sub-Accounts (including for purposes of determining the Management Fee, the Incentive Fee and certain withdrawal terms applicable to such Sub-Accounts) as it deems appropriate in good faith to reflect the disproportionate allocation of investments and reallocation or transfer of Capital Contributions and Sub-Account balances set forth in this Section 2(c). For the avoidance of doubt, any such reallocation or transfer shall not be treated as a withdrawal and recontribution of the reallocated or transferred amount.

(d) For purposes of the maintenance of Sub-Accounts and the determination of the Management Fee, the Incentive Fee and permitted withdrawal amounts pursuant to this Agreement, the assets and liabilities of the TPOC Portfolio shall be valued by the Company (or its agent) as of the close of business on the last day of each Fiscal Period (which for purposes hereof, shall have a meaning equivalent to its definition in the Partnership Agreement but with respect to the TPOC Portfolio), in accordance with the Company's valuation policies and procedures that have been provided by the Company to the Investment Manager prior to the Amendment Effective Date (the "Company Valuation Policy"), and the Company shall procure that such valuations are provided to the Investment Manager within 5 Business Days following each Fiscal Period-end; provided, however, that, in the event that the net asset value (the "NAV") of the TPOC Portfolio based on the valuations provided by the Company (or its agent) for any applicable Fiscal Period-end is more than 0.10% less than the NAV of the TPOC Portfolio based on valuations determined by the Investment Manager in accordance with the IM Valuation Policy (as defined below) for such Fiscal Period-end (in each case, before giving effect to any Management Fee or Incentive Fee payable or accrued as of such Fiscal Period-end), the Company and the Investment Manager shall work together in good faith to resolve such difference; provided further that, in the event the Company and the Investment Manager are unable to agree on a resolution within 15 Business Days of the applicable Fiscal Period-end, each

relevant asset or liability shall instead be assigned a value equal to the midpoint of the valuation range for such asset or liability determined by BlackRock or such other third-party valuation agent as the Investment Manager and the Company shall mutually select. The costs of any such third-party valuation shall be borne 50% by the TPOC Portfolio and 50% by the Investment Manager. The Company agrees to notify and consult with the Investment Manager prior to making any changes to the Company Valuation Policy or the Company's valuation agent (or such agent's valuation methodologies) to the extent such changes could reasonably be expected to have a material effect on valuations of TPOC Portfolio assets and liabilities. For the avoidance of doubt, the Investment Manager shall have no responsibility for the accuracy of any valuations determined by the Company or its agent.

3. Management of the TPOC Portfolio; Investment Guidelines.

(a) *Management Generally.* Without limiting the generality of the powers conferred upon it by Section 1, the Investment Manager shall be responsible for the investment and reinvestment of the assets of the TPOC Portfolio and, subject to the terms of this Agreement and the Investment Guidelines, shall have full authority in respect of the TPOC Portfolio:

(i) to buy, sell, sell short, hold and trade, on margin or otherwise and in or on any market or exchange within or outside the United States or otherwise, debt securities of and/or loans to domestic and foreign governmental issuers (including federal, state, municipal, governmental sponsored agency, global and regional development bank and export-import bank issuers) and domestic and foreign corporate issuers, direct consumer, commercial or mortgage loans, bank and debtor-in-possession loans, trade receivables, participations in any of the foregoing, mortgage and asset backed securities, commercial paper, preferred stock of domestic and foreign issuers, convertible securities, investment company securities, money-market securities, partnership interests, foreign currencies and currency forwards, futures contracts and options thereon, repurchase and reverse repurchase agreements, other securities, futures and derivatives (including equity, interest rate and currency swaps, swaptions, caps, collars and floors), asset hedging, rights and options on all of the foregoing and other investments, assets or property selected by the Investment Manager in its discretion, in each case to the extent permitted by the Investment Guidelines;

(ii) to open, maintain or close one or more sub-accounts with any Custodian (as defined below) pursuant to the applicable Custodial Agreement (as defined below);

(iii) to transfer funds (by wire transfer or otherwise) or securities (by transfer via the Depository Trust & Clearing Corporation or otherwise) (1) between the TPOC Portfolio's Custodians (if more than one), (2) between sub-accounts maintained by any Custodian for TPOC Portfolio, (3) subject to Section 22(e), between the TPOC Portfolio and any account owned by other clients of the Investment Manager or (4) to or from any brokers or dealers engaged by the Investment Manager on behalf of the Company in connection with the investments permitted herein;

(iv) to select and open, maintain, and close one or more trading accounts with brokers and dealers for the execution of transactions on behalf of the Company and to negotiate, enter into, execute, deliver, perform, renew, extend, and terminate all contracts, agreements, and other undertakings on behalf of the Company with brokers, dealers, prime brokers or other counterparties;

(v) to engage an administrator selected with the approval of the Company to provide administrative services for the TPOC Portfolio; and

(vi) to effect such other investment or related transactions involving the assets in the Company's name and solely for the TPOC Portfolio, including to execute swaps, futures, options, licenses, undertakings and similar instruments and to make elections and to execute such other documents, agreements, contracts, powers of attorney, trust deeds, and the like with respect thereto and to enter into over-the-counter, exchange traded and other asset hedging and derivative transactions (including executing any and all contracts or agreements related thereto), with counterparties on the Company's behalf as the Investment Manager deems appropriate from time to time in order to carry out the Investment Manager's responsibilities hereunder; provided that the Investment Manager shall only engage in securities lending with respect to securities held in the TPOC Portfolio in accordance with appropriate general securities lending parameters (which may include approved and/or prohibited counterparties) established by mutual agreement of the Investment Manager and the Company. However, for the avoidance of doubt, specific approval shall not be required for securities lending on a security-by-security basis.

(b) *Investment Guidelines.*

(i) The Investment Manager shall manage the TPOC Portfolio in accordance with the investment and risk management guidelines attached as Schedule 1 to this Agreement (the "Investment Guidelines"). The Investment Guidelines may be amended from time to time by the Company in its sole discretion acting in good faith. In the event the Company determines, acting in good faith, to amend the Investment Guidelines, the Company shall notify the Investment Manager of the proposed amendment to the Investment Guidelines. In such event (A) the Company shall consult and work together in good faith with the Investment Manager to seek a mutually agreeable amendment to the Investment Guidelines that meets the Company's concerns and other considerations giving rise to such proposed amendment while also taking into account any concerns of the Investment Manager related to such amendment, (B) to the extent that the Company and the Investment Manager are unable to agree on a mutually agreeable amendment to the Investment Guidelines within five (5) days of the Company proposing such amendment, the Chief Executive Officer of the Company shall consult with the Chief Executive Officer of the Investment Manager in good faith to seek a mutually agreeable amendment to the Investment Guidelines, and (C) to the extent that the Chief Executive Officer of the Company and the Chief Executive Officer of the Investment Manager are unable to mutually agree to an amendment to the Investment Guidelines within three (3) days of the deadline set forth in clause (B) above, the Company may unilaterally amend the Investment Guidelines in the form of the amendment initially proposed by the Company as modified to take into account any changes agreed between the Company and the Investment Manager pursuant to the process set forth in this sentence. In connection with any amendment to the Investment Guidelines, the Company agrees to consider in good faith any related changes to the Benchmark (as defined below) proposed by the Investment Manager in connection with such amendment to the Investment Guidelines. Any amendments to the Investment Guidelines shall be implemented by the Investment Manager within a commercially reasonable period of time (which the Investment Manager shall endeavor to make no longer than thirty (30) days) to permit the Investment Manager to transition the TPOC Portfolio into compliance with the revised Investment Guidelines.

(ii) Notwithstanding anything herein to contrary, for purposes of determining the TPOC Portfolio's compliance with the Investment Guidelines, the assets and liabilities of the TPOC Portfolio shall be valued by the Investment Manager in accordance with the Investment Manager's valuation policies and procedures for the TPOC Portfolio, as such policies and procedures may be amended from time to time (the "IM Valuation Policy"). The Investment Manager shall provide a copy of the IM Valuation Policy to the Company upon request and shall notify and consult with the Company prior to making any changes to the IM

Valuation Policy to the extent such changes could reasonably be expected to have a material effect on valuations of TPOC Portfolio assets and liabilities.

(iii) Upon having actual knowledge that the TPOC Portfolio is not in compliance with the Investment Guidelines (e.g., as a result of market movements), the Investment Manager will promptly consult with the Chief Investment Officer of Holdco (the “CIO”) regarding any remedial actions to be taken. Following any such consultation, the Investment Manager shall implement any such remedial actions agreed upon with the CIO promptly (and, in any case, within 3 Business Days). Notwithstanding anything herein to the contrary, prior to the date on which the Company has made Capital Contributions to the TPOC Portfolio equal to at least \$475 million, the NAV of the TPOC Portfolio for purposes of determining the Investment Manager’s compliance with any percentage limitations set forth in the Investment Guidelines will be deemed to equal \$475 million.

(iv) Within 30 days following the end of each calendar quarter, the Investment Manager shall certify to the Company by e-mail whether the TPOC Portfolio was in compliance with the Investment Guidelines as of such quarter-end.

(c) *Collaboration.* The Investment Manager agrees to make itself reasonably available to the CIO on a regular basis (and, in any case, no less frequently than weekly) to discuss markets, trading activity, and cash planning for the Company in respect of the TPOC Portfolio, and to timely respond to the Company’s ongoing risk and capital management needs relating to the TPOC Portfolio as communicated by the CIO, in each case, subject to the reasonable capacity of the Investment Manager’s personnel to address such Company requests without interfering with the regular operations of the Investment Manager’s business. In addition, in the event the Company seeks to de-risk its investment portfolio, the Investment Manager shall make itself available, upon the request of the Company, to engage in discussions regarding potential solutions for de-risking the TPOC Portfolio and commensurate changes either to the Benchmark or the measurement period with respect to the Incentive Fee.

(d) *Proxy Voting and Similar Matters.* In accordance with the Investment Manager’s proxy policies and procedures, the Investment Manager or its agent is authorized, but shall not be required, to vote, tender or convert any securities in the TPOC Portfolio; to execute waivers, consents and other instruments with respect to such securities; to endorse, transfer or deliver such securities or to consent to any class action, plan of reorganization, merger, combination, consolidation, liquidation or similar plan with reference to such securities.

#### 4. Advisory Services.

(a) The Investment Manager shall provide the Company with the following non-discretionary investment advisory services (the “Advisory Services”), in each case, to the extent requested by the Company or determined advisable and appropriate by the Investment Manager:

(i) advice relating to market inputs, asset allocation, tactical opportunities and surveillance of markets; research, sourcing and diligence of third-party investment managers (*i.e.*, investment managers who are unaffiliated with the Investment Manager) and their investment products (to the extent reasonably available to the Investment Manager); sourcing and diligence of certain opportunistic trades and co-investment opportunities; and advice regarding the use of exchange traded funds and other capital markets instruments;

(ii) support with respect to execution, structuring and diligence of transactions, including in connection with private equity or venture capital sales, macro hedges,

warrants and derivatives, public and private investments (including alternative investments), special purpose acquisition companies, insurtech, managing general agents and digital assets;

(iii) subject to the receipt of appropriate and commercially reasonable assistance and signing delegation from the Company's personnel, using commercially reasonable efforts to establish relationships and accounts for the Company with "best-in-class" (as determined appropriate by the Investment Managers in its commercially reasonable discretion) financing counterparties and prime brokers (including to provide full trading access on the most beneficial terms with regard to the Company (as determined appropriate by the Investment Managers in its commercially reasonable discretion)), elimination, restoration or renegotiation of legacy accounts and help adapting to evolving needs of the Company;

(iv) procuring, to the extent reasonably available to the Investment Manager, market intelligence, including research access, data subscriptions, conference seats, outreach and pitches from counterparties and access to a Bloomberg terminal;

(v) support in preparing presentations to rating agencies or other regulatory entities that may be relevant to the Company's investment portfolio;

(vi) collaborate with, and provide assistance to, the Company to construct the Company's analytics and reporting capabilities; and

(vii) provide reasonable assistance in evaluating the Company's investment portfolio from a climate risk and ESG perspective.

(b) In addition, as part of the Advisory Services, the Investment Manager shall provide the following services ("Portfolio Reporting") to the Company: (i) estimate financial impact from stress scenarios for and across the TPOC Portfolio, the Partnership and Other TP Accounts in which the Company is invested ("TP Investments"), (ii) estimate and aggregate risk factor sensitivities for and across TP Investments; (iii) provide regular and ad hoc market risk and relative value analysis with respect to TP Investments, (iv) assist the Company in its design of similar reports and analytics with respect to other portfolios of the Company that have material exposures, and (v) use commercially reasonable efforts to provide the Company with other specifically requested ad hoc and regular analytics and reporting relating to the Company's broader investment portfolio, to the extent (A) Portfolio Reporting can be provided by the Investment Manager without placing any undue burden or expense on the Investment Manager and subject to the reasonable capacity of the Investment Manager's personnel to prepare such Portfolio Reporting without unduly interfering with the regular operations of the Investment Manager's business, (B) the Investment Manager has been provided authorized access to the Company portfolio information necessary to prepare such Portfolio Reporting; provided that, without the Investment Manager's prior written consent, the Company shall not provide the Investment Manager access to any material non-public information not otherwise in the possession of or available to the Investment Manager, (C) the Investment Manager possesses the appropriate personnel, tools, intellectual property and relevant licenses necessary to provide such Portfolio Reporting (and, for the avoidance of doubt, the Investment Manager shall have no obligation to acquire or hire, as applicable, any additional personnel, tools, intellectual property or licenses), and (D) the Investment Manager is provided a reasonable period of time to prepare such Portfolio Reporting. Notwithstanding anything in this Section 4(b) to the contrary, the Investment Manager shall not be required to prepare more than one (1) report for the Company pursuant to this Section 4(b) in any calendar month. The Company acknowledges and agrees that the Investment Manager shall have no liability for any mistakes, errors or omissions in any Portfolio Reporting resulting from any mistakes, errors or omissions in the data provided by the Company to the Investment Manager for use in preparing such Portfolio Reporting, or any losses

suffered by the Company resulting from its use or reliance on such Portfolio Reporting in such circumstances.

(c) For the avoidance of doubt, the Investment Manager's authority with respect to the Advisory Services shall extend only to the services set forth above and not to actually buying, selling or otherwise dealing in investments and other assets, or effecting any other transactions whatsoever, on behalf of the Company, or choosing the counterparties with which or through which to effect such transactions, and the Company shall have the sole and exclusive authority to make decisions regarding any investments of the Company or other matters with respect to which the Investment Manager provides advice as set forth in this Section 4.

(d) If the Company determines that it wishes to invest a portion of the investable assets that are not invested in the TPOC Portfolio, Trawler or Other TP Accounts in an alternative asset investment strategy, then the Company shall grant the Investment Manager a reasonable opportunity to make a presentation to it regarding its capabilities to manage the Company's assets in such investment strategy, unless the CIO reasonably determines that the Investment Manager does not have the capability to execute such investment strategy.

## 5. Compensation.

(a) *Advisory Fee.* For the Advisory Services provided pursuant to this Agreement, the Company shall pay or cause to be paid to the Investment Manager a quarterly advisory fee, determined and paid as of the last day of each calendar quarter in arrears, equal to 1/4 of \$1,500,000 (the "Advisory Fee"); provided that, each quarterly payment of the Advisory Fee shall be reduced, but not below zero, on a dollar-for-dollar basis, by the aggregate amount of any management fees paid by or in respect of the Company to the Investment Manager and its Affiliates during such calendar quarter in respect of any investments made by the Company following the Amendment Effective Date in the TPOC Portfolio, Trawler and/or any Other TP Accounts (which, for the avoidance of doubt, shall not include the funding of capital commitments made prior to the Amendment Effective Date) utilizing capital other than TPE Withdrawn Amounts (but not any appreciation on such investments, the fees paid in respect of which shall not reduce the Advisory Fee); provided further that such reduction with respect to the first three quarters of each calendar year may be based on estimates, with the final Advisory Fee payment of each calendar year adjusted upward or downward to correct any under or over-reduction of the preceding three quarterly payments as a result of reliance upon estimates. Subject to Section 11(b)(ii), if this Agreement, with respect to the Advisory Services, is terminated on any day other than the last day of a calendar quarter (other than in the case of the termination of this Agreement with respect to the Advisory Services pursuant to Section 11(b)(iii) following the occurrence of any Cause Event), the Investment Manager shall prorate the Advisory Fee payable in respect of the quarter during which such termination occurs based on the number of days during such calendar quarter that this Agreement was in effect.

(b) *TPOC Management Fee.* For the investment management services provided pursuant to this Agreement in respect of the TPOC Portfolio, the Company shall pay or cause to be paid to the Investment Manager, from the assets of each Sub-Account, a monthly management fee, determined and paid as of the last day of each calendar month in arrears, equal to 1/12 of 0.50% per month (i.e., 50 basis points *per annum*) of the NAV (which, for the avoidance of doubt, shall be net of any expenses charged to the Company in respect of the TPOC Portfolio pursuant to this Agreement) of such Sub-Account (without taking into account any accrued Incentive Fee or any Incentive Fee payable as of the applicable payment date) as of the end of each month (the "Management Fee"). If this Agreement is terminated with respect to the TPOC Portfolio on any day other than the last day of a calendar month (other than in the case of the withdrawal of all of the Company's Sub-Accounts pursuant to Section 10(b)(v)) following the

occurrence of any Cause Event which results in the termination of this Agreement with respect to the TPOC Portfolio), the Investment Manager shall prorate the Management Fee payable in respect of the month during which such termination occurs based on the number of days during such calendar quarter that this Agreement was in effect.

(c) *TPOC Incentive Fee.*

(i) For purposes of this Agreement:

(A) “Benchmark Amount” in respect of a Sub-Account as of any Incentive Fee determination date, means the Period Starting NAV in respect of such Sub-Account plus (or minus, if negative) the Benchmark Percentage thereon.

(B) “Benchmark Percentage” in respect of a Sub-Account as of any Incentive Fee determination date, means the return (positive or negative) of the Bloomberg Intermediate Corporate Total Return Index Value Unhedged USD (ticker: LD06TRUU) (the “Benchmark”) since the most recent Incentive Fee payment in respect of such Sub-Account (or, if no Incentive Fee has previously been paid in respect of such Sub-Account, the date upon which such Sub-Account was established—i.e., the date of the initial Capital Contribution to such Sub-Account) plus 1% per annum.

(C) “First Step-Up Threshold” in respect of a Sub-Account means an amount equal to the Benchmark Amount in respect of such Sub-Account as of the applicable Incentive Fee determination date plus 2.5% per annum of the Period Starting NAV in respect of such Sub-Account.

(D) “Period Outperformance” in respect of a Sub-Account as of any Incentive Fee determination date, means the amount by which the Period Ending NAV exceeds the Benchmark Amount in respect of such Sub-Account, if positive, or zero if such amount is negative.

(E) “Period Ending NAV” in respect of a Sub-Account means the NAV of such Sub-Account as of the applicable Incentive Fee determination date (after giving effect to any Management Fees paid or payable on or prior to such date).

(F) “Period Starting NAV” in respect of a Sub-Account means the NAV of such Sub-Account immediately following the most recent Incentive Fee payment (other than any Incentive Fee payment made in respect of a partial withdrawal (as described in Section 5(c)(iii))) in respect of such Sub-Account (or, if no Incentive Fee has previously been paid in respect of such Sub-Account, the date upon which such Sub-Account was established—i.e., the initial Capital Contribution to such Sub-Account).

(G) “Second Step-Up Threshold” in respect of a Sub-Account means an amount equal to the Benchmark Amount in respect of such Sub-Account as of the applicable Incentive Fee determination date plus 5% per annum of the Period Starting NAV in respect of such Sub-Account.

(ii) For the investment management services provided pursuant to this Agreement in respect of the TPOC Portfolio, the Company shall also pay or cause to be paid to the Investment Manager, from the assets of each Sub-Account, an annual incentive fee (the

“Incentive Fee”), determined and payable as of the last calendar day of each calendar year in an amount equal to 15% of the Period Outperformance in respect of such Sub-Account; provided that (x) no Incentive Fee will be payable in respect of a Sub-Account as of the end of any calendar year if the Period Ending NAV of such Sub-Account is less than the Period Starting NAV in respect of such Sub-Account (regardless of whether there is Period Outperformance in respect of such Sub-Account), (y) the Incentive Fee in respect of a Sub-Account will be reduced to the extent necessary so that the payment of the Incentive Fee in respect of such Sub-Account does not reduce the NAV of such Sub-Account below the Period Starting NAV of such Sub-Account, and (z) to the extent the Incentive Fee in respect of a Sub-Account is reduced pursuant to clause (y) above, the amount of such reduction shall increase the Incentive Fee in respect of such Sub-Account in subsequent Incentive Fee period(s) for which an Incentive Fee is payable in respect of such Sub-Account (subject to clause (y)) until the entire amount of such reduction has been paid.

(iii) In the event of any intra-year withdrawal from a Sub-Account, the Incentive Fee will be determined and paid with respect to the withdrawn portion of the applicable Sub-Account as of the date of withdrawal as if such withdrawal date were the last day of a calendar year. For the avoidance of doubt, in such case, the applicable Benchmark Percentage will be determined only through the withdrawal date (e.g., the Benchmark Percentage with respect to a June 30 withdrawal from a Sub-Account established on January 1 of the same year would equal the return of the Benchmark only through such June 30 plus 0.5%), and the same principle shall apply in connection with the calculation of the Incentive Fee and Incremental Cumulative Incentive Fee (as defined below) on the Incremental Cumulative Incentive Fee Date (as defined below), including that the First Step-Up Threshold and the Second Step-Up Threshold percentages will be prorated with respect to year in which the Incremental Cumulative Incentive Fee Date occurs based on the portion of such year that has elapsed as of the Incremental Cumulative Incentive Fee Date. In addition, an Incremental Cumulative Incentive Fee shall be determined and, if positive, paid by the Company in respect of any withdrawn portion of a Sub-Account based on the principles set forth in Section 5(c)(iv) as if the date of withdrawal were the Incremental Cumulative Incentive Fee Date with respect to such withdrawn portion. Following any withdrawal from a Sub-Account (other than a withdrawal as of a year-end on which an Incentive Fee is paid in respect of such Sub-Account), the Period Starting NAV in respect of such Sub-Account shall be proportionally reduced (i.e., by the percentage of the Sub-Account that was withdrawn) for purposes of determining any future Incentive Fee in respect of such Sub-Account. For purposes of determining the Incentive Fee, withdrawals will be effected on a first-in, first-out basis, such that withdrawals will be made first from the earliest established Sub-Account until such Sub-Account is fully withdrawn and eliminated and then from the next established Sub-Account, and so on; provided, however, that if a withdrawal is made pursuant to Section 10(a), such first-in, first-out principle shall be applied only with respect to the Sub-Accounts, or portions thereof permitted to be withdrawn pursuant to Section 10(a).

(iv) Upon the earlier of (x) the termination of this Agreement with respect to the TPOC Portfolio and (y) the Five-Year Anniversary Date (the “Incremental Cumulative Incentive Fee Date”), the Incentive Fee in respect of each Sub-Account shall be determined and paid as if the Incremental Cumulative Incentive Fee Date were the last day of a calendar year. In addition, immediately after giving effect to such Incentive Fee payment, the Investment Manager shall calculate the Cumulative Incentive Fee Amount (as defined below) in respect of each remaining Sub-Account, and, if the Cumulative Incentive Fee Amount exceeds the aggregate Incentive Fee actually paid in respect of any such Sub-Account as of the Incremental Cumulative Incentive Fee Date (excluding any Incentive Fee paid in respect of any withdrawn portion of such Sub-Account), the Company shall pay or cause to be paid to the Investment Manager the amount of such excess from the assets of the applicable Sub-Account (such payment, an “Incremental Cumulative Incentive Fee”). “Cumulative Incentive Fee Amount,” in respect of a Sub-Account, shall mean a notional Incentive Fee calculated on a

cumulative basis from the establishment of such Sub-Account through the Incremental Cumulative Incentive Fee Date as if no Incentive Fee had been paid in respect of such Sub-Account on or prior to the Incremental Cumulative Incentive Fee Date (i.e., the Period Outperformance for such calculation would equal the cumulative outperformance, if any, of the applicable Sub-Account relative to the cumulative Benchmark return plus 1% per annum from the establishment of such Sub-Account through the Incremental Cumulative Incentive Fee Date) in an amount equal to: (i) 20% of the Period Outperformance in respect of such Sub-Account up to the First Step-Up Threshold; (ii) 25% of the Period Outperformance in respect of such Sub-Account in excess of the First Step-Up Threshold but less than the Second Step-Up Threshold; and (iii) 30% of the Period Outperformance in respect of such Sub-Account in excess of the Second Step-Up Threshold; provided that, for purposes of such calculation, (A) clauses (x) and (y) of Section 5(c)(ii) shall apply, (B) the cumulative performance of such Sub-Account shall be determined as if no Management Fees had been paid in respect of such Sub-Account on a monthly basis prior to the Incremental Cumulative Incentive Fee Date but instead the aggregate Management Fees actually paid in respect of such Sub-Account (excluding any such Management Fees paid in respect of any withdrawn portion of such Sub-Account) were paid on the Incremental Cumulative Incentive Fee Date, and (y) any withdrawals from such Sub-Account since its establishment shall proportionally reduce (i.e., by the percentage of the Sub-Account that was withdrawn) the Period Starting NAV in respect of such Sub-Account.

(v) On or following the second anniversary of the Amendment Effective Date, the Investment Manager and the Company shall review the performance of the TPOC Portfolio relative to the Benchmark (including any excess volatility relative to Benchmark) to determine whether the Benchmark remains an appropriate benchmark by which to measure the performance of the TPOC Portfolio, and, by mutual agreement, may amend the Benchmark accordingly.

6. Expenses.

(a) *General.* Each of the Investment Manager and the Company shall bear its own expenses in connection with the negotiation of this Agreement, including legal and accounting expenses. In addition, any Company-level expenses (e.g., audit and tax preparation expenses and any income or similar taxes imposed on the Company) shall be borne by the Company out of its operating assets (and not out of the assets of the TPOC Portfolio) and shall not reduce the NAV of the TPOC Portfolio for purposes of calculating the Management Fee or the Incentive Fee.

(b) *Expenses Related to Advisory Services.* The Company shall be responsible for any expenses it itself incurs in connection with any activities or actions it takes in connection with the Advisory Services (e.g., transaction costs, interest expenses, taxes, regulatory fees, etc.). To the extent the provision of any of the Advisory Services would cause the Investment Manager to incur out-of-pocket expenses payable to third parties (e.g., certain research expenses, subscription services and expenses of consultants or other professional advisors) for which the Investment Manager wishes to be reimbursed, the Investment Manager shall, prior to providing such services, seek the approval of the Company to incur such expenses. In the event that the Company approves the incurrences of such expenses, the Company shall reimburse the Investment Manager therefor. In the event that the Company does not approve the incurrences of such expenses, then, notwithstanding anything herein to the contrary, the Investment Manager shall not be obligated to provide the Advisory Services giving rise to such expenses.

(c) *TPOC Portfolio Expenses.*

(i) Any and all expenses incurred by, or on behalf of the Company, in connection with and directly attributable to the TPOC Portfolio's administration, investments,

operations and any other matters referred to in Section 3, other than those expenses borne by the Investment Manager and any Company-level expenses described in Section 6(a) (collectively, “TPOC Expenses”), shall be borne and paid by the Company (or reimbursed to the Investment Manager by the Company, to the extent paid by the Investment Manager) out of the assets of the TPOC Portfolio (or other Company assets), and the Investment Manager is hereby authorized to incur such TPOC Expenses; provided, however, that, without the approval of the CIO, aggregate TPOC Expenses in any calendar year (but excluding, for purposes of this cap, Management Fees, Incentive Fees, TPOC Expenses described in Sections 6(c)(iv)(A) and 6(c)(iv)(C), the use of “soft dollars” and, for the avoidance of doubt, any indemnification payments pursuant to Section 9) shall not exceed (A) with respect to the 2022 calendar year, the greater of (1) \$1,420,000 and (2) the product of (x) 0.002 and (y) the average NAV (calculated as the average NAV as of each calendar month end) of the TPOC Portfolio for such calendar year, and (B) with respect to each succeeding calendar year, the product of (x) 0.002 and (y) the average NAV (calculated as the average NAV as of each calendar month end) of the TPOC Portfolio for such calendar year. For the avoidance of doubt, all TPOC Expenses actually borne by the Company shall reduce the NAV for purposes of determining any Management Fee and/or Incentive Fee.

(ii) From time to time the Investment Manager shall be required to make determinations regarding whether certain TPOC Expenses should be borne solely by the TPOC Portfolio or in conjunction with one or more Other TP Accounts. Subject to certain exceptions such as tax or similar restrictions, all investment related TPOC Expenses are expected to be shared by the TPOC Portfolio and any Other TP Accounts *pro rata* to their relative participation in that investment (or contemplated participation), while other TPOC Expenses shall generally be borne *pro rata* by the TPOC Portfolio and certain or all Other TP Accounts based on their relative NAVs. In any case, the Investment Manager shall allocate the TPOC Expenses among the TPOC Portfolio and any Other TP Accounts in a fair and reasonable manner and in a manner consistent with the Investment Manager’s expense allocation policies, which shall not be amended or modified in a manner materially adverse to the Company without the prior consent of the Company. In addition, the Investment Manager shall provide the Company with reports as of each quarter-end setting forth the TPOC Expenses during such quarter and the relative allocation of any shared expenses among the TPOC Portfolio and any Other TP Accounts (in the aggregate), and the Investment Manager shall make itself reasonably available to discuss any such allocations with the Company.

(iii) For the avoidance of doubt, the Investment Manager is responsible for, and the Company shall not pay: (i) travel expenses of its principals and employees; (ii) the Investment Manager’s own overhead expenses, including salaries, bonuses, benefits, rent and other overhead; and (iii) information services, software, technology and data services purchased primarily for the benefit of the Investment Manager’s “own” purposes (but, for the avoidance of doubt, not the TPOC Portfolio’s share of those information services, software, technology and data services expenses primarily utilized in connection with the Investment Manager’s investing, portfolio management and risk management functions with respect to the TPOC Portfolio, which shall be paid or reimbursed by the Company).

(iv) For illustrative purposes, TPOC Expenses may include:

(A) brokerage commissions and services and similar expenses necessary for the TPOC Portfolio to receive, buy, sell, exchange, trade and otherwise deal in and with securities and other property of the TPOC Portfolio (including expenses relating to spreads, short dividends, negative rebates, financing charges and currency hedging costs);

(B) any costs associated with engaging service providers, including Custodians, administrators and prime brokers;

(C) interest costs and taxes imposed with respect to the assets of the TPOC Portfolio (including governmental fees or other charges payable by or with respect to or levied against the TPOC Portfolio, its investments, or to federal, state or other governmental agencies, domestic or foreign, including real estate, stamp or other transfer taxes and transfer, capital and other taxes, duties and costs incurred in connection with the making of investments by the TPOC Portfolio, but, for the avoidance of doubt, excluding any income or similar taxes imposed on the Company);

(D) custodian and transfer agency services (including the costs, fees and expenses associated with the opening, maintaining and closing of bank accounts, custodial accounts and accounts with brokers or other trading intermediaries or counterparties on behalf of the TPOC Portfolio (including the customary fees and charges applicable to transactions in such broker accounts));

(E) research specifically for the benefit of the TPOC Portfolio (including computer, newswire, quotation services, publications, periodicals, subscriptions, data services and data base processing that are directly related to research activities on behalf of the TPOC Portfolio);

(F) fees of providers of specialized data and/or analysis as to specific companies, sectors or asset classes in which the TPOC Portfolio has made or intends to make an investment;

(G) transactional expenses, legal fees and related expenses incurred in connection with TPOC Portfolio investments or contemplated potential investments or the ongoing existence of the TPOC Portfolio, including fees or costs related to due diligence, investigation and negotiation of potential investments of the TPOC Portfolio, whether or not such investments are consummated; provided that the Company shall be allocated no more than its *pro rata* share of any expenses incurred in connection with unconsummated investments involving one or more Other TP Accounts;

(H) any costs (including legal costs) associated with serving on or nominating or appointing a third party to serve on the board or credit committee of a portfolio company on behalf of the Company (including any compensation paid to third parties in relation to serving in such capacity) and any related expenses;

(I) legal and compliance third-party fees and expenses allocated to the TPOC Portfolio to the extent the Investment Manager has reasonably determined that such services are related to, or otherwise benefiting, the establishment, or operational, investment or trading activities, of the TPOC Portfolio including filing and registration fees and expenses;

(J) the TPOC Portfolio's pro rata share of 80% of any insurance premiums (other than wrongful employment practices insurance, premises liability insurance and insurance covering similar risks (e.g., covering liabilities of the Investment Manager in its capacity as an employer or landlord/tenant)), including the cost of any insurance covering the potential liabilities of the Investment Manager or its Affiliates;

(K) third-party valuation services (including fees of pricing, data and exchange services and financial modeling services);

- (L) Management Fees;
- (M) Incentive Fees; and
- (N) liquidation expenses.

7. Custodian.

(a) The assets of the TPOC Portfolio shall be held by one or more custodians, trustees or securities intermediaries duly appointed by the Company (each, a “Custodian”), in one or more accounts at each such Custodian pursuant to custodial, trust or similar agreements approved by the Company (each, a “Custodial Agreement”). The Investment Manager may open new sub-accounts in respect of TPOC Portfolio assets under any Custodial Agreement, and cause the assets of the TPOC Portfolio to be held in such sub-accounts established with the applicable Custodian in accordance with such Custodial Agreement. Subject to Section 3, the Investment Manager is authorized to give instructions to each Custodian, in writing, with respect to all investment decisions regarding the TPOC Portfolio. Nothing contained herein shall be deemed to authorize the Investment Manager to take or receive physical possession of any of the assets for the TPOC Portfolio, it being intended that sole responsibility for safekeeping thereof (in such investments as the Investment Manager may direct) and the consummation of all purchases, sales, deliveries and investments made pursuant to the Investment Manager’s direction shall rest upon the Custodians. The Custodians may be changed from time to time upon the written instructions of the Company.

(b) The Company shall instruct each Custodian to send the Investment Manager duplicate copies of all TPOC Portfolio statements given to the Company by the Custodian.

(c) The Company authorizes and directs each Custodian to debit its custodial account(s) maintained for the Company for all compensation and expenses payable hereunder. In connection therewith, the Investment Manager will send a statement to the Company and the applicable Custodian indicating the amount of the applicable fee(s) or expense(s) to be paid to the Investment Manager hereunder. The Company agrees that if such Custodian does not determine whether the Investment Manager’s fees are properly calculated, it will be the Company’s responsibility to undertake such verification. To the extent it is determined that any fees or expenses were incorrectly calculated or charged to the Company, the Investment Manager shall promptly repay any excess amounts paid by the Company.

8. Brokerage. The Investment Manager shall seek to obtain best execution in selecting brokers for transactions in the Company in respect of the TPOC Portfolio. It is understood that the Investment Manager may cause the Company to pay a broker a commission in excess of the amount of commission that another broker would have charged if the Investment Manager determines in good faith that the commission paid is reasonable in relation to the value of the brokerage or research services provided viewed in terms of the overall responsibilities with respect to the accounts as to which the Investment Manager exercises investment discretion. Any “soft dollar” arrangement between the Investment Manager and a broker relating to commissions generated by the TPOC Portfolio shall comply with Section 28(e) of the Securities Exchange Act of 1934, as amended. The Investment Manager shall provide such information

regarding the brokers selected for the TPOC Portfolio and the TPOC Portfolio's soft dollar arrangements and usage as the Company may request.

9. Limitation of Liability; Indemnification.

(a) The Investment Manager does not guarantee the future performance of the TPOC Portfolio or any investments recommended by, or in respect of which the Investment Manager provides Advisory Services pursuant to this Agreement, or any specific level of performance, the success of any investment decision or strategy that the Investment Manager may use, or the success of the Investment Manager's advice and/or recommendations in respect of the Advisory Services or management of the TPOC Portfolio. The Investment Manager does not provide any express or implied warranty as to the performance or profitability of the TPOC Portfolio or any part thereof, or of any investments made by the Company pursuant to any advice and/or recommendations that may have been provided pursuant to the Advisory Services, or that any specific investment objectives will be successfully met. The Company understands that recommendations or investment decisions made by the Investment Manager are subject to various market, currency, economic, political and business risks, and that those recommendations or decisions will not always be profitable.

(b) Neither the Investment Manager nor any Affiliate or any members, associates, directors, officers, employees or agents of the Investment Manager or any Affiliate (each, an "Indemnified Party" and collectively, the "Indemnified Parties") shall be liable to the Company for any act or omission based upon honest errors of judgment, negligence or other fault in connection with the business or affairs of the Company, so long as the action or failure to act does not constitute Disabling Conduct. As used herein, references to the Partnership Agreement in the definition of "Disabling Conduct" shall be replaced by references to this Agreement.

(c) The Investment Manager shall indemnify, defend, hold and save harmless the Company or any member, partner, shareholder, principal, director, officer, employee or agent of the Company (each, a "Company Party") against any Losses resulting from the Investment Manager's or any Indemnified Party's Disabling Conduct in connection with performance of services hereunder. The Investment Manager will provide written notice to the Company promptly if the Investment Manager identifies any matter that would result in Disabling Conduct.

(d) The Company shall indemnify each Indemnified Party to the fullest extent permitted by Law and to hold each Indemnified Party harmless from and with respect to any Losses in connection with the performance of services hereunder, other than any Losses arising out of the Investment Manager's or the Indemnified Party's Disabling Conduct. Further, the Company's obligations under this Section 9 shall not apply (x) with respect to Losses arising out of any unsuccessful claim, action or demand (excluding counterclaims) by any Indemnified Party against the Company, or (y) with respect to Losses arising out of any claim, action or demand arising out of or related to disputes among the Investment Manager or any of its Affiliates. U.S. federal securities laws, under certain circumstances, impose liability even on Persons that act in good faith, and the Company is not waiving any rights it may have to the extent that such liability may not be waived, modified or eliminated under applicable Law but shall be construed so as to effectuate the provisions of this Section 9 to the fullest extent permitted by Law.

10. Withdrawals from the TPOC Portfolio.

(a) Except as permitted under this Section 10, the Company shall not withdraw any funds or assets constituting the TPOC Portfolio. The Company may withdraw any amount from the TPOC Portfolio up to (i) the full balance of any Sub-Account established in respect of any Capital Contribution not in respect of TPE Withdrawn Amounts and (ii) any Net Profits (as defined below) in respect of any other Sub-Account, in each case, as of any month

end, upon not less than forty-five (45) days' prior written notice to the Investment Manager. "Net Profits," with respect to any Sub-Account as of any date of determination, shall mean the excess of the NAV of such Sub-Account as of such date over the aggregate amount of Capital Contributions made in respect of such Sub-Account.

(b) In addition, the Company may make withdrawals from any amounts from the TPOC Portfolio as follows:

(i) as of the Five-Year Anniversary Date or any anniversary thereof, all of the Company's Sub-Accounts in their entirety (but not less than their entirety), upon not less than six (6) months' prior written notice to the Investment Manager;

(ii) as of any month end, only in the event (A) the Company determines a withdrawal is necessary to prevent a negative credit rating action, which may include, but is not limited to, a rating downgrade, the assignment of a "Negative Outlook" or the placement of the Company "Under Review With Negative Implications" or any other similar negative rating action, or (B) the Company determines a withdrawal is necessary to diversify its assets pursuant to, or to avoid any non-compliance with or adverse consequences of, any Diversification Requirement; provided that the Company shall withdraw the minimum amount necessary under (A) or (B). Withdrawals pursuant to this Section 10(b)(ii) shall be made at the end of the calendar month that is more than 20 Business Days' following the date of the prior written notice of such withdrawal to the Investment Manager. On a monthly basis, to the extent that amounts withdrawn pursuant to this Section 10(b)(ii) remain not invested in the TPOC Portfolio, the CIO shall review such means to determine whether they are preferable to maintaining an investment in the TPOC Portfolio that had been in place prior to such withdrawal;

(iii) as of any month end, if the TPOC Portfolio experiences negative net performance that, based on the reasonable determination of the CIO, constitutes underperformance compared to investment funds managed by third-party managers and pursuing the same or substantially similar investment strategy as the TPOC Portfolio (i.e., which measure performance relative to the Benchmark) for two or more consecutive calendar years commencing as of 2022, upon not less than 45 days' prior written notice to the Investment Manager, and if, before electing to make such withdrawal, the CIO engages in direct discussions with the Chief Executive Officer of the Investment Manager to determine whether it is appropriate to adjust its allocation to the TPOC Portfolio; provided that the Chief Executive Officer of the Investment Manager makes himself available for such discussion upon the reasonable request of the CIO;

(iv) as of any month end, an amount no more than the amount recommended by the CIO in order to satisfy the then-current risk management guidelines of the Company, upon not less than 25 days' prior written notice to the Investment Manager (any withdrawal made pursuant to this Section 10(b)(iv), a "Risk Management Withdrawal"); provided that (A) the Company must specify in its notice of withdrawal that such withdrawal is a Risk Management Withdrawal, (B) a Risk Management Withdrawal may not exceed the then-current Risk Management Withdrawable Amount determined pursuant to the Partnership Agreement, and (C) the amount of any Risk Management Withdrawal pursuant to this Agreement shall reduce the remaining Risk Management Withdrawable Amount (both for purposes of this Agreement and the Partnership Agreement);

(v) as of any month end, all or any of the Company's Sub-Accounts, following the occurrence of any Cause Event, upon not less than 20 days' prior written notice to the Investment Manager; provided that this withdrawal right shall cease if not exercised within 120 days of the Company receiving notice of the Cause Event or of pertinent facts that may give rise to a Cause Event, unless the Company receives new, material information relating to such

Cause Event (in which case the 120-day period shall re-commence upon receipt of such new information);

(vi) as of any month end, all or any of the Company's Sub-Accounts, following the determination of the Company to commence a Dissolution, upon not less than 45 days' prior written notice to the Investment Manager, such withdrawal to be effective no sooner than, and conditioned upon, the commencement of such Dissolution; or

(vii) as of any month end, all or any of the Company's Sub-Accounts, upon not less than 90 days' prior written notice to the Investment Manager (A) following the occurrence of any Key Person Event (other than a Key Person Event arising out of the Disability of Daniel S. Loeb) or (B) following the occurrence of a Key Person Event arising out of the Disability of Daniel S. Loeb, provided that the Company submitted a withdrawal request to the Investment Manager following its receipt of notice of the related Disability Onset pursuant to Section 6.1.8 of the Partnership Agreement. Without limiting the foregoing, the Company shall use commercially reasonable efforts, prior to withdrawing in accordance with this Section 10(b)(vii), to grant the Investment Manager a reasonable opportunity to make a presentation to the CIO regarding its capabilities to continue to manage the TPOC Portfolio.

(c) The Investment Manager shall use commercially reasonable efforts to liquidate assets of the TPOC Portfolio in an orderly manner in order to enable the withdrawals set forth above to be satisfied in cash; provided that the Company may elect in its sole discretion to withdraw in kind any assets in the TPOC Portfolio that the Investment Manager would otherwise have liquidated to satisfy the applicable withdrawal. In the event that the Investment Manager determines that it would not be prudent, or anticipates that it may be unable, to effect such liquidations within the applicable timeframe, it shall consult with the CIO regarding appropriate actions to be taken (e.g., which assets to liquidate or potentially postponing the withdrawal in whole or part).

(d) As set forth in further detail in Section 5(c)(iii), withdrawals from the TPOC Portfolio will be subject to the Incentive Fee with respect to the withdrawn amount as if the withdrawal date were the last day of a calendar year, and will generally be effected on a "first in-first out" Sub-Account basis for purposes of determining such Incentive Fee.

(e) For the avoidance of doubt, except as otherwise provided in Section 10(b)(ii), nothing in this Agreement will prevent the Company from investing, reallocating or otherwise utilizing in its sole discretion amounts properly withdrawn from the TPOC Portfolio pursuant to this Section 10, including reallocating such amounts to third-party investment managers, and the Company will not be required to reinvest any such amounts in the TPOC Portfolio, Trawler and/or any Other TP Accounts.

#### 11. Term; Termination.

(a) This Agreement may be terminated by the Investment Manager with respect to either or both of the TPOC Portfolio or the Advisory Services, in each case, as of any month-end provided that it has given the Company at least 120 days' prior written notice of its intention to so terminate.

(b) *Termination of the Advisory Services by the Company.*

(i) The term of this Agreement with respect to the provision of the Advisory Services (the "Advisory Term") shall expire on February 26, 2023 and shall automatically renew for successive one-year terms, unless either party terminates this Agreement with respect to the Advisory Services in accordance with this Section 11.

(ii) This Agreement, solely in respect of the Advisory Services, may be terminated by the Company upon not less than 30 days' prior written notice, effective as of the last day of the then-existing Advisory Term or as of any calendar month-end during such Advisory Term. Notwithstanding anything herein to the contrary, if this Agreement is terminated in respect of the Advisory Services pursuant to this Section 11(b)(ii) with effect as of any day other than the last day of the then-existing Advisory Term, then the Company shall pay the Investment Manager, within ten Business Days from the effective date of termination, an amount equal to the Advisory Fee that the Company would have been required to pay the Investment Manager through the last day of then-existing Advisory Term had the Agreement not terminated with respect to the Advisory Services prior to such day (and assuming that the amount of any investments made by the Company in the TPOC Portfolio, Trawler and/or any Other TP Accounts utilizing capital other than TPE Withdrawn Amounts as of the effective date of the termination would have been the same through the remainder of the then-existing Advisory Term); provided, however, that with respect to any Advisory Term beginning after February 26, 2023, if the effective date of termination is more than six (6) months' prior to the end of such Advisory Term, the Company shall only be required to pay the Investment Manager such Advisory Fee for a period of six (6) months following the effective date of termination.

(iii) This Agreement, solely in respect of the Advisory Services, may be terminated by the Company, upon not less than five days' prior written notice to the Investment Manager, following the occurrence of any Cause Event; provided that this termination right shall cease if not exercised within 120 days of the Company receiving notice of the Cause Event or of pertinent facts that may give rise to a Cause Event, unless the Company receives new, material information relating to such Cause Event (in which case the 120-day period shall re-commence upon receipt of such new information).

(iv) This Agreement, solely in respect of the Advisory Services, may be terminated by the Company, upon not less than 90 days' prior written notice to the Investment Manager, (i) following the occurrence of any Key Person Event (other than a Key Person Event arising out of the Disability of Daniel S. Loeb) or (ii) following the occurrence of a Key Person Event arising out of the Disability of Daniel S. Loeb, provided that the Company submitted a notice of termination to the Investment Manager following the Company's receipt of written notice of the related Disability Onset.

(c) *Termination of the TPOC Portfolio by the Company.*

(i) This Agreement, with respect to the TPOC Portfolio, shall remain in effect until terminated in accordance with this Section 11.

(ii) This Agreement, solely in respect of the TPOC Portfolio, shall automatically terminate upon the complete withdrawal of all of the assets in the TPOC Portfolio.

(iii) This Agreement, solely in respect of the TPOC Portfolio, may also be terminated by mutual agreement of the Company and the Investment Manager, in which case, the effective date of termination shall be 45 days' following the date of such agreement to terminate.

(d) Termination of this Agreement with respect to either or both of the Advisory Services and the TPOC Portfolio shall not, however, affect liabilities and obligations incurred or arising from transactions initiated under this Agreement prior to the termination date (including, for the avoidance of doubt, the payments described in Section 5, if applicable), or consummation of any transactions initiated prior to the termination date. Following a notice to terminate, the Investment Manager shall work with the Company to effect a prompt and orderly transition and/or liquidation of assets of the TPOC Portfolio; provided that, following the

effective date of the termination, the Investment Manager will have no obligation to recommend any action with respect to, or to liquidate, the assets in the applicable portfolio(s) nor shall the Investment Manager be required to incur any out of pocket expense in respect of such liquidation.

12. Representations, Warranties and Covenants.

(a) Holdco represents and warrants to the Investment Manager as of the date hereof as follows:

(i) the Company has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

(ii) this Agreement constitutes a binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws relating to or affecting creditors' rights or by general equity principles, regardless of whether such enforceability is considered in a proceeding in equity or at law;

(iii) the execution, delivery and performance of this Agreement by the Company do not violate (A) any law applicable to the Company, (B) any provision of the constituent documents of the Company, or (C) any agreement or instrument to which the Company is a party, except in each case for such violations as would not have a material adverse effect on the ability of the Company to perform its obligations under this Agreement;

(iv) no consent of any person, and no license, permit, approval or authorization of, exemption by, report to, or registration, filing or declaration with, any governmental authority is required by the Company in connection with the execution, delivery and performance of this Agreement other than those already obtained;

(v) the Company is not an investment company (as that term is defined in the Investment Company Act of 1940, as amended) nor exempt from the definition of investment company by reason of Section 3(c)(1) of such Act;

(vi) the Company is a "qualified institutional buyer" ("QIB") as defined in Rule 144A under the Securities Act of 1933, as amended, and the Company will promptly notify the Investment Manager if the Company ceases to be a QIB;

(vii) the Company is a "qualified eligible person" ("QEP") as defined in Commodity Futures Trading Commission Rule 4.7 ("CFTC Rule 4.7"), and the Company will promptly notify the Investment Manager if the Company ceases to be a QEP, and hereby consents to be treated as an "exempt account" under CFTC Rule 4.7 by the Investment Manager;

(viii) the Company is a "qualified purchaser" ("QP") as defined in Section 2(a)(51) of the Investment Company Act of 1940, as amended, and the Company will promptly notify the Investment Manager if the Company ceases to be a QP;

(ix) none of the assets of the TPOC Portfolio, or with respect to which the Advisory Services are provided, are or will be "plan assets" of an employee benefit plan subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended, or Section 4975 of the Internal Revenue Code of 1986, as amended, and

(x) the Company has adopted appropriate anti-money laundering policies and procedures consistent with the applicable requirements of the USA PATRIOT Act and any other applicable anti-money laundering laws and regulations.

Holdco shall promptly notify the Investment Manager in writing of any change in any of the foregoing representations and warranties.

(b) The Investment Manager represents and warrants, and with respect to clauses (vi)-(ix) below, covenants, to the Company as of the date hereof (and during the term of this Agreement), as follows:

(i) the Investment Manager has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

(ii) this Agreement constitutes a binding obligation of the Investment Manager, enforceable against the Investment Manager in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws relating to or affecting creditors' rights or by general equity principles, regardless of whether such enforceability is considered in a proceeding in equity or at law;

(iii) the execution, delivery and performance of this Agreement by the Investment Manager do not violate (A) any law applicable to the Investment Manager, (B) any provision of the articles of incorporation or by-laws of the Investment Manager, or (C) any agreement or instrument to which the Investment Manager is a party, except in each case for such violations as would not have a material adverse effect on the ability of the Investment Manager to perform its obligations under this Agreement;

(iv) no consent of any person, and no license, permit, approval or authorization of, exemption by, report to, or registration, filing or declaration with, any governmental authority is required by the Investment Manager in connection with the execution, delivery and performance of this Agreement other than those already obtained;

(v) the Investment Manager is registered under the U.S. Investment Advisers Act of 1940, as amended, as an "investment adviser";

(vi) the Investment Manager shall continue to be registered under the U.S. Investment Advisers Act of 1940, as amended, as an "investment adviser" for as long as this Agreement is in full force and effect or until this Agreement is otherwise terminated in accordance with Section 11;

(vii) the Investment Manager believes that it has sufficient resources and personnel in place with the necessary experience to perform the Investment Manager's obligations under this Agreement;

(viii) the Investment Manager has established, and will maintain at all times during the term of this Agreement, appropriate operational and technological policies, systems and controls that are subject to regular review and testing and are consistent with prevailing industry practice and applicable laws, including, without limitation, appropriate business continuity and disaster recovery plans; and

(ix) the Investment Manager has policies in place to ensure that it complies with all applicable laws, regulatory requirements and guidelines as well as the Investment Guidelines and any other policy approved by the Company.

The Investment Manager shall promptly notify Holdco in writing of any change in any of the foregoing representations, warranties and covenants.

13. Notices. All notices, requests, demands and other communications hereunder must be in writing and shall be deemed to have been duly given if delivered by hand, e-mail, or mailed by first class, registered mail, postage and registry fees prepaid and addressed as follows:

If to the Company:

SiriusPoint Ltd.  
One World Trade Center, 46<sup>th</sup> floor  
New York, New York 10006  
Attn: Rachael Dugan  
Email: rachael.dugan@siriuspt.com

If to the Investment Manager:

Third Point LLC  
55 Hudson Yards  
New York, NY 10001  
Email: SPNT-TPOC@thirdpoint.com  
Attention: Robin Brem

14. No Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assignees. This Agreement and the rights and obligations of each party hereunder shall not be assignable or delegable without the consent of the other parties hereto, except that the Investment Manager may assign its rights and obligations hereunder to an entity that controls, is controlled by or is under common control with the Investment Manager; provided that no assignment or delegation by the Investment Manager of its obligations hereunder to any party shall relieve the Investment Manager of, or otherwise affect, any of the Investment Manager's obligations under this Agreement. For purposes of this Section 14, with respect to the Investment Manager, the term "assignment" shall have the meaning set forth in Section 202(a)(1) of the U.S. Investment Advisers Act of 1940, as amended.

15. Governing Law. This Agreement shall be construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of law of such state or of any other jurisdiction. If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of the Agreement shall not be affected thereby.

16. Venue. Any action, proceeding or claim relating in any way to, arising out of or concerning this Agreement or the Company's affairs shall be brought and maintained exclusively in the Chancery Court of the State of Delaware, and each party irrevocably consents to the jurisdiction of such courts to the broadest extent possible for any such action, proceeding or claim and waives any objection to proceeding there that such party might have on the basis of inconvenient forum, improper venue, or otherwise; provided, that if the Chancery Court of the State of Delaware would not have or are found not to have subject matter jurisdiction over any action, proceeding or claim relating in any way to, arising out of or concerning this Agreement or the Company's affairs, such action, proceeding or claim shall be brought and maintained exclusively in the Federal courts located in New York County, and each party irrevocably consents to the jurisdiction of such courts to the broadest extent possible for any such action,

proceeding or claim and waives any objection to proceeding there that such party might have on the basis of inconvenient forum, improper venue, or otherwise.

17. Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. Each party hereby (i) certifies that no representative, agent or attorney of the other has represented, expressly or otherwise, that the other would not, in the event of a proceeding, seek to enforce the forgoing waiver and (ii) acknowledges that it has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this paragraph.

18. Right to Audit; Onsite Inspections; Duty to Respond to Regulatory Inquiries. The Company and its representatives shall have the right, at its own expense, to conduct an audit of the relevant books, records and accounts of the Investment Manager related to the TPOC Portfolio during normal business hours upon giving reasonable notice of their intent to conduct such an audit. In the event of such audit, the Investment Manager shall comply with the reasonable requests of the Company and its representatives and provide access to all books, records and accounts necessary to the audit. In addition, the Investment Manager acknowledges that the Company is subject to the regulatory and information requirements of Governmental Authorities (including the Bermuda Monetary Authority), and the Investment Manager shall allow onsite inspections as requested by any Governmental Authority or any external auditor of the Company; provide access to the Investment Manager's books and records in respect of the TPOC Portfolio as requested by any Governmental Authority or any external auditor of the Company; and cooperate with, and respond to any inquiries addressed directly to the Investment Manager by, a Governmental Authority. The Company shall reimburse the Investment Manager for its reasonable out-of-pocket costs and expenses incurred by the Investment Manager in connection with any audit by the Company, its representatives or external auditor or a Governmental Authority or any inquiries from a Governmental Authority or an external auditor of the Company. The Investment Manager shall participate in the customary operational due diligence processes of the Company, including with respect to compliance and cybersecurity, on at least an annual basis, consistent with prior practice.

19. Books and Records. The Investment Manager shall keep and maintain proper books and records wherein shall be recorded the business transacted by it on behalf of, in the name of, or on account of the Company in respect of the TPOC Portfolio.

20. Reports. The Investment Manager shall furnish the Company with such information and reports relating to the TPOC Portfolio on a frequency and with such detail as the Company reasonably requests (including such information and reports as the Company may require to satisfy its regulatory obligations). Without limiting the generality of the foregoing, the Investment Manager shall promptly notify the Company in writing of (i) any development (to the extent the Investment Manager has actual knowledge thereof) which may have a material impact on the Investment Manager's ability to perform its obligations hereunder effectively and in compliance with applicable laws and regulatory requirements; and (ii) if it becomes aware of the occurrence of any Cause Event.

21. Force Majeure. No party to this Agreement shall be liable for damages resulting from delayed or defective performance when such delays or defects (i) arise out of causes beyond the control and (ii) are without the fault or gross negligence of the offending party. Such causes may include, but are not restricted to, acts of God or of the public enemy, terrorism, acts

of the state in its sovereign capacity, fires, floods, earthquakes, power failure, disabling strikes, epidemics, quarantine restrictions and freight embargoes.

22. Non-Exclusive Dealings with and by Investment Manager Parties; Conflicts of Interest; Acknowledgement of Risk.

(a) Although nothing herein shall require the Investment Manager to devote its full time or any material portion of its time to the performance of its duties and obligations under this Agreement, the Investment Manager shall furnish continuous investment management services for the TPOC Portfolio and, in that connection, devote to such services such of its time and activity (and the time and activity of its employees) during normal business days and hours as it shall reasonably determine to be necessary for the TPOC Portfolio to achieve its investment objective(s); provided, however, that nothing contained in this Section 22(a) shall preclude the Investment Manager or its Affiliates from acting, consistent with the foregoing, either individually or as a member, partner, shareholder, principal, director, trustee, officer, official, employee or agent of any entity, in connection with any type of enterprise (whether or not for profit), regardless of whether the Company, the TPOC Portfolio or the Investment Manager or any of its Affiliates has dealings with or invests in such enterprise.

(b) The Company understands that the Investment Manager will continue to furnish investment management and advisory services to others, and that the Investment Manager shall be at all times free, in its discretion, to make recommendations to others which may be the same as, or may be different from those made to the Company (including with respect to the TPOC Portfolio). The Company further understands that the Investment Manager or any of its Affiliates may or may not have an interest in the securities whose purchase and sale the Investment Manager may recommend for the Company (including with respect to the TPOC Portfolio). Actions with respect to securities of the same kind may be the same as or different from the action which the Investment Manager or any of its Affiliates or other investors may take with respect thereto. Without limiting the foregoing, the TPOC Portfolio and any other investment funds or accounts managed and/or advised by the Investment Manager and/or its Affiliates (including public or private collective investment vehicles), including any proprietary accounts (collectively, for the avoidance of doubt excluding the TPOC Portfolio, "Other TP Accounts") may invest in different parts of the capital structure of a portfolio company (subject to the Company approval right set forth below), which could give rise to potential conflicts of interest. For example, the TPOC Portfolio may own a debt investment in a portfolio company while an Other TP Account owns an equity investment in the same portfolio company. If an Other TP Account made an equity investment in a portfolio company in which the TPOC Portfolio held a debt investment, the Investment Manager could be required to take actions for the Other TP Account that are adverse to the interests of the TPOC Portfolio, or vice versa (for instance, if the portfolio company underwent a reorganization or other major corporate event, conflicts could arise between the interests of debt holders and equity holders, and, accordingly, between the interests of the TPOC Portfolio and such Other TP Account). In addition, the TPOC Portfolio and an Other TP Account may invest in different debt instruments of a portfolio company, giving rise to conflicts concerning their respective entitlements or priority in a bankruptcy proceeding or other transaction. In some cases, the TPOC Portfolio may own a debt investment in a portfolio company while an Other TP Account owns both an equity investment and a debt investment in the same portfolio company. In connection with the foregoing, the Company acknowledges and agrees that where the TPOC Portfolio and an Other TP Account are invested in the same portfolio company, their interests may be adverse to each other (including in a distressed scenario, as the holder of the more senior interests may recover some or all of its investment while the holder of the more junior interests does not), and, without the prior written approval of the Company, the Investment Manager shall not cause the TPOC Portfolio to make an investment in a portfolio company if an Other TP Account already owns, or is concurrently making, an investment in a different part of the capital structure of the same portfolio company;

provided that, for the avoidance of doubt the Investment Manager shall not be required to provide notice of, or seek the Company's consent with respect to, any investment made by an Other TP Account in a portfolio company in which TPOC Portfolio already holds an investment in a different part of the capital structure. To extent the TPOC Portfolio and one or more Other TP Accounts own an investment in a same portfolio company, the Investment Manager shall notify the Company (as provided in the following sentence) if it makes different investment decisions with respect to such investments (including, but not limited to, selling, hedging against or otherwise reducing the exposure of such investment held by Other TP Accounts and not with respect such investment held by the TPOC Portfolio). The Investment Manager may provide such notice on a monthly basis with respect to all such occurrences during the preceding month, and the Company shall have the opportunity to consult with the Investment Manager following such notice. Notwithstanding anything to the contrary in the foregoing sentence, if the investment action that the Investment Manager proposes to take would or could be reasonably expected to adversely affect the TPOC Portfolio in any material respect, the Investment Manager shall notify the Company in advance of taking any such action so that the Company may determine whether to instruct the Investment Manager to take a similar action in relation to similar assets held in the TPOC Portfolio.

(c) The Company acknowledges and agrees that, in the event that, as a result of the TPOC Portfolio and an Other TP Account investing in different parts of the capital structure of the same portfolio company, the Investment Manager is faced with an actual conflict of interests between the TPOC Portfolio and such Other TP Account (as described above), the Investment Manager may employ such conflict-mitigation or resolution measures as it deems appropriate, taking into consideration the interests of the relevant parties, the circumstances giving rise to the conflict and applicable law, including acting for the TPOC Portfolio based on instructions of the Company, not initiating votes, abstaining from voting, or voting consistent with other investors on a particular matter, not sitting on creditor committees, divesting a party of an investment it might otherwise have continued to hold, potentially resulting in losses or lower profits, or consulting with an independent third party (provided that, for the avoidance of doubt, nothing in this Section 22(c) should be viewed as a waiver of any conflict if the conflict was not managed in a commercially reasonable manner).

(d) The Company agrees that the Investment Manager may refrain from rendering any advice or services concerning securities of companies of which any of the Investment Manager or any of its Affiliates are directors or officers, or companies as to which the Investment Manager or any of its Affiliates have any substantial economic interest or possesses material non-public information, unless the Investment Manager either determines in good faith that it may appropriately do so without disclosing such conflict to the Company or discloses such conflict to the Company prior to rendering such advice or services with respect to the TPOC Portfolio.

(e) From time to time, when determined by the Investment Manager to be in the best interest of the Company, the TPOC Portfolio may, with the prior written approval of the Company in respect of each transaction, purchase securities from or sell securities to Other TP Accounts in accordance with applicable law and utilizing such pricing methodology determined to be fair and equitable to the Company in the Investment Manager's good faith judgment.

(f) The Company acknowledges that it is the policy of the Investment Manager to allocate, in good faith, new investment opportunities fairly and equitably over time. The Investment Manager expects that the TPOC Portfolio will invest in investment opportunities alongside Other TP Accounts, which have varying investment strategies that overlap to varying degrees. With respect to any investment-grade credit investment opportunity deemed appropriate for the TPOC Portfolio (based on the Investment Guidelines, the Company's risk-management policies and taking into consideration any discussions with the CIO), as between

the TPOC Portfolio and each Other TP Account in existence as of the Amendment Effective Date (for so long as such Other TP Account maintains the same investment strategy as its investment strategy in effect on the Amendment Effective Date), the TPOC Portfolio will have priority with respect to the allocation of such investment opportunity. Otherwise, all investment opportunities that the Investment Manager determines appropriate for the TPOC Portfolio, including non-investment-grade credit investment opportunities, will be allocated in accordance with the Investment Manager's allocation policies and procedures (which provide for the Investment Manager to allocate, in good faith, new investment opportunities fairly and equitably over time considering various factors). If the Investment Manager allocates an investment opportunity that the Investment Manager determined appropriate for the TPOC Portfolio, including a non-investment-grade credit investment opportunity, among the TPOC Portfolio and one or more Other TP Accounts in a manner that results in the TPOC Portfolio being allocated less than a pro rata share of any such investment opportunity relative to such Other TP Accounts, the Investment Manager shall notify the Company (as provided in the following sentence). The Investment Manager may provide such notice on a monthly basis with respect to all such occurrences during the preceding month, and the Company shall have the opportunity to consult with the Investment Manager following such notice.

(g) The Company acknowledges that investments made pursuant to this Agreement may involve substantial risks and potential or actual conflicts of interest and could result in the loss of all or a substantial portion of the Company's assets (including the assets in the TPOC Portfolio). The Company represents, warrants, covenants and agrees that it has received and reviewed a copy of Part 2A of the Investment Manager's Form ADV and has read and fully understood the other risks and conflicts described therein. The Company further represents, warrants, covenants and agrees that it has independently examined, consulted with its own advisors, and understands the tax, legal, financial and accounting risks and consequences related to the Company in respect of the transactions contemplated by this Agreement.

23. Aggregation and Allocation of Orders. The Company acknowledges that circumstances may arise under which the Investment Manager determines that, while it would be both desirable and suitable that a particular security or other investment be purchased or sold for the account of more than one of the Investment Manager's clients' accounts, there is a limited supply or demand for the security or other investment. Under such circumstances, the Company acknowledges that, while the Investment Manager will seek to allocate the opportunity to purchase or sell that security or other investment among those accounts on a fair and equitable basis, the Investment Manager shall not be required to assure equality of treatment among all of its clients (including that the opportunity to purchase or sell that security or other investment will be proportionally allocated among those clients according to any particular or predetermined standards or criteria). Where, because of prevailing market conditions, it is not possible to obtain the same price or time of execution for all of the securities or other investments purchased or sold for the TPOC Portfolio, the Investment Manager may average the various prices and charge or credit the TPOC Portfolio with the average price.

24. Investment Manager Independent. For all purposes of this Agreement, the Investment Manager shall be deemed to be an independent contractor and shall have no authority to act for, bind or represent the Company or the Company's shareholders in any way, except as expressly provided herein, and shall not otherwise be deemed to be an agent of the Company. Nothing contained herein shall create or constitute the Investment Manager and the Company as a member of any partnership, joint venture, association, syndicate, unincorporated business or other separate entity, nor shall anything contained herein be deemed to confer on any of them

any express, implied, or apparent authority to incur any obligation or liability on behalf of any other person, except as expressly provided herein.

25. Confidentiality. The parties hereto shall be subject to confidentiality provisions substantially similar to those set forth under Article XII of the Partnership Agreement.

26. Entire Agreement. This Agreement and the Partnership Agreement, together, constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all prior agreements and understandings, both oral and written, including the Term Sheet and the terms set forth therein, between the parties with respect to the subject matter of this Agreement. There are no understandings between the parties with respect to the subject matter of this Agreement other than as expressed herein and in the Partnership Agreement.

27. Severability. To the extent this Agreement may be in conflict with any applicable law or regulation, this Agreement shall be construed to the greatest extent practicable in a manner consistent with such law or regulation. The invalidity or illegality of any provision of this Agreement shall not be deemed to affect the validity or legality of any other provision of this Agreement.

28. Survival. The provisions of Sections 5, 6, 9, 13, 15, 16, 17, 25, 26 and this Section 28 shall survive the termination of this Agreement.

29. Headings; Interpretation. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof. The words “include,” “includes,” “included” and “including” shall be interpreted in this Agreement to mean by way of example and not limitation. The word “person” shall mean a natural person or an entity, as the context requires.

30. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

31. Amendments. This Agreement may not be modified or amended, except by an instrument in writing signed by the party to be bound or as may otherwise be provided for herein.

32. Business Day. For the purpose of this Agreement, “Business Day” shall mean any day other than a Saturday, Sunday or any other day on which banking institutions are authorized or required by law or executive order to close in New York, New York.

*[Signature page follows.]*

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

THIRD POINT LLC

By: /s/ Josh Targoff  
Name: Josh Targoff  
Title: Partner, COO and General Counsel

SIRIUSPOINT LTD.

By: /s/ Sid Sankaran  
Name: Sid Sankaran  
Title: Chariman & CEO

SIRIUSPOINT AMERICA INSURANCE COMPANY

By: /s/ Ming Zhang  
Name: Ming Zhang  
Title: Chief Investment Officer

SIRIUSPOINT BERMUDA INSURANCE COMPANY LTD.

By: /s/ Nicholas Campbell  
Name: Nicholas Campbell  
Title: CEO

SIRIUSPOINT INTERNATIONAL INSURANCE CORPORATION

By: /s/ Monica Cramer Manhem  
Name: Monica Cramer Manhem  
Title: CEO SiriusPoint International

By: /s/ Lena Kjellenberg Heynes  
Name: Lena Kjellenberg Heynes  
Title: SVP & General Counsel

*[Signature Page to Amended and Restated Investment Management Agreement]*

## SCHEDULE I

### Investment Guidelines

*Capitalized terms used but not otherwise defined in these Investment Guidelines have the meanings ascribed to such terms in the Investment Management Agreement.*

#### Investment Objective

The Investment Manager will seek to make investments for the TPOC Portfolio in corporate debt, sovereign debt, structured credit products and whole loans, in each case, optimized for a target AA rating level under the S&P Global Ratings' risk-based capital adequacy model dated June 7, 2010 and updated on February 25, 2021 (the "S&P Model"), with a focus on investment-grade credit instruments and the ability to invest in BB-rated corporate bonds and/or to make other opportunistic trades consistent with these Investment Guidelines. For purposes of these Investment Guidelines, credit instrument ratings will be based on the average of all ratings issued by all Nationally Recognized Statistical Ratings Organizations that provide ratings for the applicable credit instrument. The Investment Manager intends to utilize a dynamic allocation process through which the Investment Manager will seek to achieve attractive relative value performance across credit opportunity set and outperform the Benchmark (although no assurance can be provided in such regard).

#### Investment Principles

The Investment Manager shall not make any investments that would cause the TPOC Portfolio to be in violation of any of the following principles (determined at the time of investment) without the prior approval of the CIO:

- The Investment Manager will seek to make investments for the TPOC Portfolio such that on an overall TPOC Portfolio basis, the credit and duration of the investments in the TPOC Portfolio produce a capital charge of 10-15% based on the S&P Model, inclusive of credit and market risk (assuming non-life bonds).
- No more than 30% of the NAV of the TPOC Portfolio shall be invested in below investment-grade or unrated bonds (excluding whole loans).
- No more than 10% of the NAV of the TPOC Portfolio shall be invested in the securities of any single issuer.
- The Investment Manager will manage the TPOC Portfolio subject to the Company's overall portfolio industry limitations and single issuer limitations, solely to the extent such limitations are communicated to the Investment Manager by the CIO.

#### Hedging; Derivatives and other Investment Techniques

The Investment Manager may utilize a variety of hedging strategies on behalf of the TPOC Portfolio (including with respect to interest rates, foreign currency exposure and other exposures) and may seek to attain exposure to certain investments using derivatives, options, short sales or other techniques, as determined appropriate by the Investment Manager and the Company, taking into account the Company's overall portfolio asset and liability management and the expected

impact of hedging strategies on the TPOC Portfolio relative to the Benchmark. In connection therewith, the Investment Manager may cause the TPOC Portfolio to invest in futures contracts (and options thereon), forward contracts, currency and other financial instruments, swaps (including interest rate swaps, credit default swaps and total return swaps), put or call options, swaptions, warrants and other derivatives, and repurchase and reverse-repurchase agreements.

### Leverage

The Investment Manager may cause the TPOC Portfolio to utilize short-term margin borrowings and/or repurchase agreements when deemed appropriate by the Investment Manager to make investments or meet withdrawal requests. The Investment Manager may also cause the TPOC Portfolio to invest in derivatives and other instruments that are inherently leveraged or use other investment techniques, such as short selling, that have a similar leveraging effect on the TPOC Portfolio. The Investment Manager will not otherwise cause the TPOC Portfolio to utilize any subscription-based credit facilities, asset-based credit facilities secured by the assets of the Company or other similar mechanisms to create leverage without the prior approval of the Company.

## SUBSIDIARIES OF SIRIUSPOINT LTD. (as of December 31, 2021)

Subsidiary	Jurisdiction of Organization
A La Carte Healthcare Limited	United Kingdom
Akeso Care Management, Inc.	Indiana
ALC Health (Hong Kong) Ltd.	Hong Kong
Alstead Reinsurance Ltd.	Bermuda
Armada Administrators, LLC	Maryland
ArmadaCare, LLC	Maryland
ArmadaCorp Capital, LLC	Maryland
ArmadaHealth, LLC	Maryland
Banyan Risk Ltd.	Bermuda
Fund American Holdings AB	Sweden
Global Response, Ltd.	United Kingdom
IMG Acquisition, Inc.	Indiana
IMG Europe Ltd.	United Kingdom
IMG Healthcare (Europe) Limited	Ireland
International Medical Administrators, Inc.	Nebraska
International Medical Group Limited	United Kingdom
International Medical Group, Inc.	Indiana
International Medical Holdings, Inc.	Indiana
iTravelInsured, Inc.	Indiana
Oakwood Insurance Company	Connecticut
S.I. Holdings (Luxembourg) S.á r.l	Luxembourg
Sirius Acquisitions Holding Company	New York
Sirius Capital Markets, Inc.	New Hampshire
Sirius Global Services LLC	New York
Sirius Group International S.á r.l	Luxembourg
Sirius Insurance Agency, LLC	New York
Sirius Insurance Holding Sweden AB	Sweden
Sirius International Corporate Member Limited	United Kingdom
Sirius International Managing Agency Limited	United Kingdom
Sirius International UK Holdings II Ltd	United Kingdom
Sirius International UK Holdings Ltd	United Kingdom
Sirius Investment Advisors LLC	New York
Sirius Re Holdings, Inc.	New York
SiriusPoint America Insurance Company	New York
SiriusPoint Bermuda Insurance Company Ltd.	Bermuda
SiriusPoint International Advisory Zurich LLC	Switzerland
SiriusPoint International Insurance Corporation (publ)	Sweden
SiriusPoint Ltd.	Bermuda
SiriusPoint Re GmbH	Germany

**Consent of Independent Registered Public Accounting Firm**

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (No. 333-255917) and Form S-8 (No. 333-253593 and No. 333-190724) of SiriusPoint Ltd. of our report dated March 1, 2022 relating to the financial statements and financial statement schedules and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

New York, New York  
March 1, 2022

**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in the following registration statements:

- (1) Registration Statement (Form S-8 No. 333-253593) pertaining to the SiriusPoint Ltd. (formerly known as Third Point Reinsurance Ltd.) 2013 Omnibus Incentive Plan and Sirius International Insurance Group, Ltd. 2018 Omnibus Incentive Plan;
- (2) Registration Statement (Form S-4 No. 333-248989) of SiriusPoint Ltd. (formerly known as Third Point Reinsurance Ltd.); and
- (3) Registration Statement (Form S-3 No. 333-255917) of SiriusPoint Ltd. (formerly known as Third Point Reinsurance Ltd.)

of our report dated February 23, 2021, except for Notes 2, 5, 13 and 14 as to which the date is June 17, 2021, and for Note 5, Schedule II and Schedule III as to which the date is March 1, 2022, with respect to the consolidated financial statements of SiriusPoint Ltd. (formerly known as Third Point Reinsurance Ltd.), included in this Annual Report on Form 10-K and our report dated February 23, 2021, with respect to the effectiveness of internal control over financial reporting of SiriusPoint Ltd. (formerly known as Third Point Reinsurance Ltd.), included in its Annual Report (Form 10-K) for the year ended December 31, 2020, filed with the Securities and Exchange Commission.

/s/ Ernst & Young Ltd.

Hamilton, Bermuda  
March 1, 2022

**Consent of Independent Auditors**

We consent to the incorporation by reference in the following registration statements:

- (1) Registration Statement (Form S-8 No. 333-253593) pertaining to the SiriusPoint Ltd. (formerly known as Third Point Reinsurance Ltd.) 2013 Omnibus Incentive Plan and Sirius International Insurance Group, Ltd. 2018 Omnibus Incentive Plan;
- (2) Registration Statement (Form S-4 No. 333-248989) of SiriusPoint Ltd. (formerly known as Third Point Reinsurance Ltd.); and
- (3) Registration Statement (Form S-3 No. 333-255917) of SiriusPoint Ltd. (formerly known as Third Point Reinsurance Ltd.)

of our report dated February 18, 2022, with respect to the financial statements of Third Point Enhanced LP (an investee of SiriusPoint Ltd.) included in this Annual Report (Form 10-K) for the year ended December 31, 2021.

/s/ Ernst & Young Ltd.

Grand Cayman, Cayman Islands  
March 1, 2022

**SiriusPoint Ltd.**

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER  
PURSUANT TO RULE 13a-14(a) OF THE EXCHANGE ACT, AS AMENDED,  
AS ADOPTED PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Sid Sankaran, certify that:

1. I have reviewed this Annual Report on Form 10-K of SiriusPoint Ltd.;
  2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
  3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
  4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
    - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
  5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
    - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
-

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 1, 2022

/s/ Sid Sankaran

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Sid Sankaran

Chief Executive Officer

(Principal Executive Officer)

## SiriusPoint Ltd.

**CERTIFICATION OF CHIEF FINANCIAL OFFICER  
PURSUANT TO RULE 13a-14(a) OF THE EXCHANGE ACT, AS AMENDED,  
AS ADOPTED PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, David W. Junius, certify that:

1. I have reviewed this Annual Report on Form 10-K of SiriusPoint Ltd.;
  2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
  3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
  4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
    - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
  5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
    - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
-

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 1, 2022

/s/ David W. Junius

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David W. Junius

Chief Financial Officer

(Principal Financial Officer)

**SiriusPoint Ltd.**

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER  
PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Sid Sankaran, Chief Executive Officer of SiriusPoint Ltd. (the “Company”), do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

- (1) the Annual Report on Form 10-K of the Company for the fiscal year ended December 31, 2021 (the “Report”) fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 1, 2022

/s/ Sid Sankaran

Sid Sankaran  
Chief Executive Officer  
(Principal Executive Officer)

**SiriusPoint Ltd.**

**CERTIFICATION OF CHIEF FINANCIAL OFFICER  
PURSUANT TO 18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO SECTION 906  
OF THE SARBANES-OXLEY ACT OF 2002**

I, David W. Junius, Chief Financial Officer of SiriusPoint Ltd. (the "Company"), do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

- (1) the Annual Report on Form 10-K of the Company for the fiscal year ended December 31, 2021 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 1, 2022

/s/ David W. Junius

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David W. Junius

Chief Financial Officer

(Principal Financial Officer)



FINANCIAL STATEMENTS

**THIRD POINT  
ENHANCED LP**

As of and for the Years Ended 12/31/2021.

12/31/2020 and 12/31/2019 With Report of  
Independent Auditors

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## Report of Independent Auditors

The General Partner  
Third Point Enhanced LP

### Opinion

We have audited the financial statements of Third Point Enhanced LP (the "Partnership"), which comprise the statements of financial condition, including the condensed schedules of investments, as of December 31, 2021, December 31, 2020 and December 31, 2019, and the related statements of operations, changes in partners' capital and cash flows for the years then ended, and the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Partnership at December 31, 2021, December 31, 2020 and December 31, 2019, and the results of its operations, changes in partners capital and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Partnership and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Partnership's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

### Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.



In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Partnership's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Partnership's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

*Ernst + Young Ltd.*

February 18, 2022



## Statements of Financial Condition

(Stated in United States Dollars)	December 31, 2021 \$	December 31, 2020 \$	December 31, 2019 \$
<b>Assets</b>			
Cash	128,273	40,072,813	51,809
Investments in securities, at fair value (cost \$1,328,219,935, 2020: \$1,711,486,047, 2019: \$1,415,668,539; (see Note 2 and Note 6)	1,580,389,628	2,167,250,074	1,611,874,245
Investments in affiliated investment funds, at fair value (cost \$34,629,688, 2020: \$28,963,747, 2019: \$4,933,101) (see Note 2 and Note 6)	43,137,705	33,669,956	8,657,221
Due from brokers (see Note 4)	523,970,735	124,586,536	162,682,225
Derivative contracts, at fair value (net upfront fees paid and cost of \$6,849,054, 2020: \$7,521,973, 2019: \$2,494,699) (see Note 2 and Note 8)	46,544,478	36,977,997	21,860,582
Interest and dividends receivable	3,076,597	3,236,403	1,210,390
Other assets	1,547,807	3,883,238	211,422
<b>Total assets</b>	<b>2,198,795,223</b>	<b>2,409,677,017</b>	<b>1,806,547,894</b>

### Liabilities and Partners' Capital

#### Liabilities

Securities sold, not yet purchased, at fair value (proceeds \$278,192,863, 2020: \$184,986,886, 2019: \$261,775,716) (see Note 2 and Note 6)	290,398,282	182,978,897	283,710,896
Securities sold under agreements to repurchase (see Note 2)	33,616,216	5,542,093	–
Due to brokers (see Note 4)	493,630,158	894,004,314	426,612,219
Derivative contracts, at fair value (net upfront fees received of \$19,308, 2020: \$20,042, 2019: \$775,583) (see Note 2 and Note 8)	8,362,971	23,703,804	19,282,026
Withdrawals payable to General Partner	139,516,326	75,000,000	42,380,674
Withdrawals payable to Limited Partners	250,000,000	–	–
Management fee payable (see Note 6)	155,869	176,911	256,335
Interest and dividends payable	700,901	672,006	972,210
Accrued expenses	1,144,829	1,033,825	2,416,638
<b>Total liabilities</b>	<b>1,217,525,552</b>	<b>1,183,111,850</b>	<b>775,630,998</b>

#### Commitments (see Notes 6 and 10)

#### Partners' Capital

General partner's capital	103,033,315	170,947,421	166,120,891
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Limited partners' capital	878,236,356	1,055,617,746	864,796,005
<b>Total Partners' capital</b>	<b>981,269,671</b>	<b>1,226,565,167</b>	<b>1,030,916,896</b>
<b>Total liabilities and partners' capital</b>	<b>2,198,795,223</b>	<b>2,409,677,017</b>	<b>1,806,547,894</b>

*See accompanying notes.*

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# Condensed Schedules of Investments

December 31, 2021

(Stated in United States Dollars) Description	Shares	Fair Value \$	Percentage of Partners' Capital %
<b>Investments in Securities</b>			
Equity Securities			
<i>North America:</i>			
Basic Materials		25,943,272	2.64
Communications			
Amazon.com Inc.	26,000	86,692,840	8.83
Other		105,853,240	10.79
Total Communications		192,546,080	19.62
Consumer, Cyclical		99,568,281	10.15
Consumer, Non-Cyclical			
Danaher Corp	211,600	69,618,517	7.09
Other		216,854,709	22.10
Total Consumer, Non-Cyclical		286,473,226	29.19
Energy		13,945,691	1.43
Financial		45,227,395	4.62
Government		419,020	0.04
Industrial		15,207,092	1.55
Technology			
Intuit Inc.	83,900	53,966,158	5.50
SentinelOne Inc.	1,949,468	98,428,639	10.03
Other		71,635,827	7.28
Total Technology		224,030,624	22.81
Utilities			
Pacific Gas & Electric Co	5,619,497	68,220,694	6.96
Pacific Gas & Electric Co, 8/16/2023, 5.5%	36,400	4,210,752	0.43
Other		13,690,680	1.40
Total Utilities		86,122,126	8.79
Diversified		25,008,579	2.55
<b>Total North America (cost \$753,781,341)</b>		<b>1,014,491,386</b>	<b>103.39</b>
<i>Europe:</i>			
Basic Materials		6,536,634	0.67
Consumer, Non-Cyclical		5,151,300	0.52
Industrial		2,554,275	0.26
Technology		37,806,960	3.85
<b>Total Europe (cost \$46,246,792)</b>		<b>52,049,169</b>	<b>5.30</b>

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*Latin America and the Caribbean:*

Diversified	6,193,719	0.63
<b>Total Latin America and the Caribbean (cost \$6,242,751)</b>	<b>6,193,719</b>	<b>0.63</b>

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(Stated in United States Dollars) Description	Shares	Fair Value \$	Percentage of Partners' Capital %
<b>Investments in Securities (continued)</b>			
Equity Securities (continued)			
<i>Middle East and Africa:</i>			
Diversified		1,284,114	0.13
Financial		248,683	0.03
<b>Total Middle East and Africa (cost \$1,432,947)</b>		<b>1,532,797</b>	<b>0.16</b>
<i>Asia-Pacific:</i>			
Communications		6,456,842	0.66
<b>Total Asia-Pacific (cost \$6,894,995)</b>		<b>6,456,842</b>	<b>0.66</b>
<b>Total Equity Securities (cost \$814,598,826)</b>		<b>1,080,723,913</b>	<b>110.14</b>
Asset-Backed Securities			
<i>North America:</i>			
Aircraft		5,176,109	0.52
Consumer Loan		63,021,380	6.44
Corporate		13,553,044	1.37
Mortgage		134,424,355	13.68
Student Loan		13,223,944	1.35
<b>Total North America (cost \$226,132,744)</b>		<b>229,398,832</b>	<b>23.36</b>
<i>Europe:</i>			
Aircraft		344,758	0.04
Mortgage		2,636,055	0.27
<b>Total Europe (cost \$2,971,466)</b>		<b>2,980,813</b>	<b>0.31</b>
<i>Latin America and the Caribbean:</i>			
Aircraft		2,958,069	0.30
Corporate		2,465,458	0.26
<b>Total Latin America and the Caribbean (cost \$6,068,658)</b>		<b>5,423,527</b>	<b>0.56</b>
<b>Total Asset-Backed Securities (cost \$235,172,868)</b>		<b>237,803,172</b>	<b>24.23</b>
Corporate Bonds			
<i>North America:</i>			
Communications		138,539	0.01
Consumer, Cyclical		17,505,493	1.78
Consumer, Non-Cyclical		6,753,425	0.69
Energy		55,892,789	5.70
Financial		3,493,424	0.36
Industrial		27,790,839	2.83
Technology		151,000	0.02
<b>Total North America (cost \$104,967,428)</b>		<b>111,725,509</b>	<b>11.39</b>

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## Condensed Schedules of Investments continued

December 31, 2021

(Stated in United States Dollars) Description	Shares	Fair Value \$	Percentage of Partners' Capital %
<b>Investments in Securities (continued)</b>			
Corporate Bonds (continued)			
<i>Europe:</i>			
Consumer, Cyclical		6,668,152	0.68
Consumer, Non-Cyclical		7,692,315	0.78
Energy		952,952	0.10
Industrial		3,492,227	0.36
<b>Total Europe (cost \$20,003,081)</b>		<b>18,805,646</b>	<b>1.92</b>
<i>Latin America and the Caribbean:</i>			
Communications		100,166	0.01
Consumer, Cyclical		10,067,562	1.02
Real Estate		8,327,472	0.85
<b>Total Latin America and the Caribbean (cost \$19,154,973)</b>		<b>18,495,200</b>	<b>1.88</b>
<i>Asia-Pacific:</i>			
Financial		414,643	0.04
<b>Total Asia-Pacific (cost \$668,202)</b>		<b>414,643</b>	<b>0.04</b>
<b>Total Corporate Bonds (cost \$144,793,684)</b>		<b>149,440,998</b>	<b>15.23</b>
Private Preferred Equity Securities			
<i>North America:</i>			
Consumer, Cyclical		762,842	0.08
Consumer, Non-Cyclical		7,233,931	0.74
Financial		181,410	0.02
Litigation Financing		87,318	0.01
Technology		46,216,154	4.70
<b>Total North America (cost \$54,983,023)</b>		<b>54,481,655</b>	<b>5.55</b>
<i>Europe:</i>			
Consumer, Non-Cyclical		596,045	0.06
Financial		12,952,205	1.32
<b>Total Europe (cost \$16,306,094)</b>		<b>13,548,250</b>	<b>1.38</b>
<i>Latin America and the Caribbean:</i>			
Technoloav		3,079,864	0.31

<b>Total Latin America and the Caribbean (cost \$2,255,560)</b>	<b>3,079,864</b>	<b>0.31</b>
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(Stated in United States Dollars) Description	Shares	Fair Value \$	Percentage of Partners' Capital %
<b>Investments in Securities (continued)</b>			
Private Preferred Equity Securities (continued)			
<i>Middle East and Africa:</i>			
Technology		3,662,916	0.38
<b>Total Middle East and Africa (cost \$3,645,362)</b>		<b>3,662,916</b>	<b>0.38</b>
<b>Total Private Preferred Equity Securities (cost \$77,190,039)</b>		<b>74,772,685</b>	<b>7.62</b>
Private Common Equity Securities			
<i>North America:</i>			
Consumer, Cyclical		7,012,618	0.72
Consumer, Non-Cyclical		34,304	0.00
Financial		181,420	0.02
Technology		1,179,082	0.12
<b>Total North America (cost \$15,017,098)</b>		<b>8,407,424</b>	<b>0.86</b>
<i>Latin America and the Caribbean:</i>			
Technology		337,053	0.03
<b>Total Latin America and the Caribbean (cost \$219,168)</b>		<b>337,053</b>	<b>0.03</b>
<b>Total Private Common Equity Securities (cost \$15,236,266)</b>		<b>8,744,477</b>	<b>0.89</b>
Bank Debt			
<i>North America:</i>			
Consumer, Cyclical		2,025,469	0.21
<b>Total North America (cost \$2,178,932)</b>		<b>2,025,469</b>	<b>0.21</b>
<i>Latin America and the Caribbean:</i>			
Consumer, Cyclical		3,768,450	0.38
<b>Total Latin America and the Caribbean (\$5,588,941)</b>		<b>3,768,450</b>	<b>0.38</b>
<b>Total Bank Debt (cost \$7,767,873)</b>		<b>5,793,919</b>	<b>0.59</b>
Investment Funds			
<i>North America:</i>			
Digital Assets		148,220	0.02
Litigation Financing		871,357	0.09
<b>Total North America (cost \$1,675,401)</b>		<b>1,019,577</b>	<b>0.11</b>

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## Condensed Schedules of Investments continued

December 31, 2021

(Stated in United States Dollars) Description	Shares	Fair Value \$	Percentage of Partners' Capital %
<b>Investments in Securities (continued)</b>			
Investment Funds (continued)			
<i>Latin America and the Caribbean:</i>			
Real Estate		–	0.00
<b>Total Latin America and the Caribbean (cost \$3,911,700)</b>		<b>–</b>	<b>0.00</b>
<b>Total Investment Funds (cost \$5,587,101)</b>		<b>1,019,577</b>	<b>0.11</b>
Real Estate			
<i>North America:</i>			
Commercial		8,440,476	0.86
<b>Total North America (cost \$9,110,383)</b>		<b>8,440,476</b>	<b>0.86</b>
<b>Total Real Estate (cost \$9,110,383)</b>		<b>8,440,476</b>	<b>0.86</b>
Rights and Warrants			
<i>North America:</i>			
Basic Materials		646,525	0.07
Communications		75,876	0.01
Consumer Loan		1,549,004	0.16
Consumer, Cyclical		181,702	0.02
Consumer, Non-Cyclical		85,006	0.01
Diversified		707,212	0.07
Financial		13,745	0.00
Industrial		169,011	0.01
Technology		167,128	0.02
Utilities		722,436	0.07
<b>Total North America (cost \$4,927,917)</b>		<b>4,317,645</b>	<b>0.44</b>
<i>Latin America and the Caribbean:</i>			
Diversified		151,954	0.02
<b>Total Latin America and the Caribbean (cost \$310,204)</b>		<b>151,954</b>	<b>0.02</b>
<b>Total Rights and Warrants (cost \$5,238,121)</b>		<b>4,469,599</b>	<b>0.46</b>
Sovereign Debt			
<i>Latin America and the Caribbean:</i>			
Government		532,782	0.05
<b>Total Latin America and the Caribbean (cost \$3,977,704)</b>		<b>532,782</b>	<b>0.05</b>

Total Latin America and the Caribbean (cost \$3,377,736)	532,782	0.05
Total Sovereign Debt (cost \$3,377,736)	532,782	0.05

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(Stated in United States Dollars) Description	Shares	Fair Value \$	Percentage of Partners' Capital %
<b>Investments in Securities (continued)</b>			
Trade Claims			
<i>North America:</i>			
Financial		32,928	0.00
<b>Total North America (cost \$83,190)</b>		<b>32,928</b>	<b>0.00</b>
<b>Total Trade Claims (cost \$83,190)</b>		<b>32,928</b>	<b>0.00</b>
Option Contracts			
<i>North America:</i>			
Communications		2,677,790	0.28
Funds		58,999	0.01
Index		337,215	0.03
Technology		5,425,185	0.55
<b>Total North America (cost \$9,587,083)</b>		<b>8,499,189</b>	<b>0.87</b>
<i>Europe:</i>			
Index		115,913	0.01
<b>Total Europe (cost \$476,765)</b>		<b>115,913</b>	<b>0.01</b>
<b>Total Option Contracts (cost \$10,063,848)</b>		<b>8,615,102</b>	<b>0.88</b>
<b>Total Investments in Securities, at fair value (cost \$1,328,219,935)</b>		<b>1,580,389,628</b>	<b>161.06</b>
Affiliated Investment Funds			
<i>North America:</i>			
Investments In Limited Partnerships		32,295,000	3.29
<b>Total North America (cost \$25,000,000)</b>		<b>32,295,000</b>	<b>3.29</b>
<i>Latin America and the Caribbean:</i>			
Investments In Limited Partnerships		10,842,705	1.11
<b>Total Latin America and the Caribbean (cost \$9,629,688)</b>		<b>10,842,705</b>	<b>1.11</b>
<b>Total Affiliated Investment Funds (cost \$34,629,688)</b>		<b>43,137,705</b>	<b>4.40</b>
<b>Securities Sold, not yet Purchased</b>			
Equity Securities			
<i>North America:</i>			
Basic Materials		(5,483,660)	(0.55)
Communications		(20,460,931)	(2.09)

Consumer, Cyclical	(34,000,473)	(3.47)
Consumer, Non-Cyclical	(25,616,332)	(2.60)
Energy	(10,271,414)	(1.05)
Financial	(7,259,556)	(0.74)

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## Condensed Schedules of Investments continued

December 31, 2021

(Stated in United States Dollars) Description	Shares	Fair Value \$	Percentage of Partners' Capital %
<b>Securities Sold, not yet Purchased (continued)</b>			
Equity Securities (continued)			
<i>North America (continued):</i>			
Funds		(91,677,452)	(9.34)
Industrial		(28,504,598)	(2.90)
Technology		(11,032,174)	(1.12)
Utilities		(1,778,510)	(0.18)
<b>Total North America (proceeds \$222,727,031)</b>		<b>(236,085,100)</b>	<b>(24.04)</b>
<i>Europe:</i>			
Consumer, Non-Cyclical		(683,228)	(0.07)
Technology		(1,204,208)	(0.12)
<b>Total Europe (proceeds \$1,947,559)</b>		<b>(1,887,436)</b>	<b>(0.19)</b>
<i>Asia-Pacific:</i>			
Technology		(1,471,480)	(0.15)
<b>Total Asia-Pacific (proceeds \$958,634)</b>		<b>(1,471,480)</b>	<b>(0.15)</b>
<b>Total Equity Securities (proceeds \$225,633,224)</b>		<b>(239,444,016)</b>	<b>(24.38)</b>
Corporate Bonds			
<i>North America:</i>			
Consumer, Cyclical		(921,528)	(0.09)
<b>Total North America (proceeds \$913,588)</b>		<b>(921,528)</b>	<b>(0.09)</b>
<b>Total Corporate Bonds (proceeds \$913,588)</b>		<b>(921,528)</b>	<b>(0.09)</b>
Treasury Securities			
<i>North America:</i>			
Government		(48,061,582)	(4.93)
<b>Total North America (proceeds \$47,359,690)</b>		<b>(48,061,582)</b>	<b>(4.93)</b>
<b>Total Treasury Securities (proceeds \$47,359,690)</b>		<b>(48,061,582)</b>	<b>(4.93)</b>

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(Stated in United States Dollars) Description	Shares	Fair Value \$	Percentage of Partners' Capital %
<b>Securities Sold, not yet Purchased (continued)</b>			
Option Contracts			
<i>North America:</i>			
Communications		(1,035,114)	(0.11)
Consumer, Cyclical		(657,140)	(0.06)
Financial		(43,688)	(0.00)
Funds		(1,439)	(0.00)
Index		(37,950)	(0.00)
Technology		(182,188)	(0.02)
<b>Total North America (proceeds \$4,203,268)</b>		<b>(1,957,519)</b>	<b>(0.19)</b>
<i>Europe</i>			
Index		(13,637)	(0.00)
<b>Total Europe (proceeds \$83,093)</b>		<b>(13,637)</b>	<b>(0.00)</b>
<b>Total Option Contracts (proceeds \$4,286,361)</b>		<b>(1,971,156)</b>	<b>(0.19)</b>
<b>Total Securities Sold, not yet Purchased (proceeds \$278,192,863)</b>		<b>(290,398,282)</b>	<b>(29.59)</b>
<b>Derivatives Contracts</b>			
Contracts for Differences—Long Contracts			
<i>North America:</i>			
Diversified		(41,100)	(0.00)
Energy		907,555	0.10
Financial		(28,516)	(0.00)
Industrial		1,201,065	0.12
<b>Total North America</b>		<b>2,039,004</b>	<b>0.22</b>
<i>Europe:</i>			
Communications		1,052,171	0.11
Consumer, Cyclical		26,826,143	2.73
Consumer, Non-Cyclical		1,490,554	0.15
Energy		2,283,365	0.24
Financial		465,016	0.04
<b>Total Europe</b>		<b>32,117,249</b>	<b>3.27</b>
<b>Total Contracts for Differences—Long Contracts</b>		<b>34,156,253</b>	<b>3.49</b>

Contracts for Differences—Short Contracts

*North America:*

Funds	(392,394)	(0.04)
<b>Total North America</b>	<b>(392,394)</b>	<b>(0.04)</b>

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## Condensed Schedules of Investments continued

December 31, 2021

(Stated in United States Dollars) Description	Shares	Fair Value \$	Percentage of Partners' Capital %
<b>Derivatives Contracts (continued)</b>			
Contracts for Differences—Short Contracts (continued)			
<i>Europe:</i>			
Basic Materials		(12,100)	(0.00)
Consumer, Cyclical		(76,314)	(0.01)
Consumer, Non-Cyclical		352,948	0.03
Financial		144,171	0.02
Industrial		(136,161)	(0.01)
<b>Total Europe</b>		<b>272,544</b>	<b>0.03</b>
<i>Asia-Pacific:</i>			
Industrial		(140,767)	(0.01)
Technology		(1,624,926)	(0.17)
<b>Total Asia-Pacific</b>		<b>(1,765,693)</b>	<b>(0.18)</b>
<b>Total Contracts for Differences—Short Contracts</b>		<b>(1,885,543)</b>	<b>(0.19)</b>
Credit Default Swaps—Protection Purchased			
<i>North America:</i>			
Asset-Backed Securities Index		76,003	0.00
<b>Total North America (net upfront fees paid \$59,446)</b>		<b>76,003</b>	<b>0.00</b>
<b>Total Credit Default Swaps—Protection Purchased (net upfront fees paid \$59,446)</b>		<b>76,003</b>	<b>0.00</b>
Credit Default Swaps—Protection Sold			
<i>North America:</i>			
Asset-Backed Securities Index		(23,512)	(0.00)
<b>Total North America (net upfront fees received \$19,308)</b>		<b>(23,512)</b>	<b>(0.00)</b>
<b>Total Credit Default Swaps—Protection Sold (net upfront fees received \$19,308)</b>		<b>(23,512)</b>	<b>(0.00)</b>
Foreign Currency Forward Contracts			
Buy United States Dollar, Sell Chinese Yuan		(204,061)	(0.02)
Buy United States Dollar, Sell Euro		(83,281)	(0.01)
<b>Total Foreign Currency Forward Contracts</b>		<b>(287,342)</b>	<b>(0.03)</b>
Interest Rate Swaptions			

*North America:*

US Treasury Rates	9,102,513	0.93
<b>Total North America (cost \$6,789,608)</b>	<b>9,102,513</b>	<b>0.93</b>
<b>Total Interest Rate Swaptions (cost \$6,789,608)</b>	<b>9,102,513</b>	<b>0.93</b>

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(Stated in United States Dollars) Description	Shares	Fair Value \$	Percentage of Partners' Capital %
<b>Derivatives Contracts (continued)</b>			
Total Return Swaps—Long Contracts			
<i>North America:</i>			
Energy		(1,968)	(0.00)
Equity Swap Basket		100,754	0.01
<b>Total North America</b>		<b>98,786</b>	<b>0.01</b>
<b>Total Return Swaps—Long Contracts</b>		<b>98,786</b>	<b>0.01</b>
Total Return Swaps—Short Contracts			
<i>North America:</i>			
Equity Swap Basket		(854,602)	(0.09)
Index		(2,428,320)	(0.25)
<b>Total North America</b>		<b>(3,282,922)</b>	<b>(0.34)</b>
<i>Europe:</i>			
Equity Swap Basket		(104,237)	(0.01)
<b>Total Europe</b>		<b>(104,237)</b>	<b>(0.01)</b>
<b>Total Return Swaps—Short Contracts</b>		<b>(3,387,159)</b>	<b>(0.35)</b>
Commodity Futures—Long Contracts			
<i>North America:</i>			
Commodities		1,757,294	0.18
<b>Total North America</b>		<b>1,757,294</b>	<b>0.18</b>
<b>Total Commodity Futures—Long Contracts</b>		<b>1,757,294</b>	<b>0.18</b>
Futures—Short Contracts			
<i>North America:</i>			
Interest Rate		(648)	(0.00)
<b>Total North America</b>		<b>(648)</b>	<b>(0.00)</b>
<i>Europe:</i>			
Index		(1,472,742)	(0.15)
Interest Rate		47,604	0.00
<b>Total Europe</b>		<b>(1,425,138)</b>	<b>(0.15)</b>
<b>Total Futures—Short Contracts</b>		<b>(1,425,786)</b>	<b>(0.15)</b>
<b>Net Derivative Contracts (including net upfront fees paid)</b>			

Net Derivative Contracts (including net option fees paid  
and cost of 6,829,746)

38,181,507

3.89

See accompanying notes.

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# Condensed Schedules of Investments

December 31, 2020

(Stated in United States Dollars) Description	Shares	Fair Value \$	Percentage of Partners' Capital %
<b>Investments in Securities</b>			
Equity Securities			
<i>North America:</i>			
Communications			
The Walt Disney Co.	579,400	104,975,692	8.56
Other		291,663,347	23.79
Total Communications		396,639,039	32.35
Consumer, Cyclical			
IAA, Inc.	1,196,888	77,773,782	6.34
Other		173,890,819	14.17
Total Consumer, Cyclical		251,664,601	20.51
Consumer, Non-Cyclical			
Energy		20,259,680	1.66
Financial		132,964,820	10.86
Industrial			
Danaher Corp	361,500	80,303,609	6.55
Other		86,284,576	7.04
Total Industrial		166,588,185	13.59
Technology			
		264,159,969	21.54
Utilities			
Pacific Gas & Electric Co	10,240,097	127,591,609	10.41
Pacific Gas & Electric Co, 8/16/2023, 5.5%	60,300	7,407,252	0.60
Total Utilities		134,998,861	11.01
<b>Total North America (cost \$1,139,780,638)</b>		<b>1,518,544,422</b>	<b>123.86</b>
<i>Europe:</i>			
Consumer, Cyclical			
		53,356,155	4.36
Consumer, Non-Cyclical			
		7,357,000	0.60
Technology			
		14,544,660	1.18
<b>Total Europe (cost \$55,716,740)</b>		<b>75,257,815</b>	<b>6.14</b>
<i>Asia-Pacific:</i>			
Consumer, Cyclical (cost \$22,084,619)		44,839,074	3.66
<i>Latin America and the Caribbean:</i>			
Financial (cost \$1,774,000)		2,306,200	0.19

*Middle East and Africa:*

Financial (cost \$1,501,068)	2,930,089	0.24
<b>Total Equity Securities (cost \$1,220,857,065)</b>	<b>1,643,877,600</b>	<b>134.09</b>

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(Stated in United States Dollars) Description	Shares	Fair Value \$	Percentage of Partners' Capital %
<b>Investments in Securities (continued)</b>			
Asset-Backed Securities			
<i>North America:</i>			
Aircraft		5,343,534	0.43
Consumer Loan		21,416,301	1.75
Mortgage		196,524,131	16.02
Student Loan		155,171	0.01
<b>Total North America (cost \$203,223,808)</b>		<b>223,439,137</b>	<b>18.21</b>
<i>Europe:</i>			
Mortgage (cost \$2,961,321)		3,346,217	0.27
<i>Latin America and the Caribbean:</i>			
Mortgage (cost \$651,440)		543,263	0.04
<b>Total Asset-Backed Securities (cost \$206,836,569)</b>		<b>227,328,617</b>	<b>18.52</b>
Corporate Bonds			
<i>North America:</i>			
Basic Materials		12,513	0.00
Communications		8,038,245	0.65
Consumer, Cyclical		48,640,950	3.96
Consumer, Non-Cyclical		1,939,541	0.16
Energy		50,696,137	4.13
Industrial		32,821,390	2.68
Technology		12,758,198	1.04
Utilities		8,727,409	0.71
<b>Total North America (cost \$138,679,752)</b>		<b>163,634,383</b>	<b>13.33</b>
<i>Europe:</i>			
Consumer, Cyclical		661,541	0.05
Consumer, Non-Cyclical		9,471,993	0.76
<b>Total Europe (cost \$10,040,537)</b>		<b>10,133,534</b>	<b>0.81</b>
<i>Latin America and the Caribbean:</i>			
Real Estate (cost \$14,175,448)		8,335,084	0.68

Total Corporate Bonds (cost \$162,895,737)

182,103,001

14.82

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## Condensed Schedules of Investments continued

December 31, 2020

(Stated in United States Dollars) Description	Shares	Fair Value \$	Percentage of Partners' Capital %
<b>Investments in Securities (continued)</b>			
Private Preferred Equity Securities			
<i>North America:</i>			
Consumer, Cyclical		1,120,504	0.09
Consumer, Non-Cyclical		4,464,212	0.37
Financial		18,120,646	1.48
Technology		42,970,208	3.50
<b>Total North America (cost \$53,055,562)</b>		<b>66,675,570</b>	<b>5.44</b>
<i>Europe:</i>			
Consumer, Non-Cyclical (cost \$2,907,175)		284,856	0.03
<i>Latin America and the Caribbean:</i>			
Technology (cost \$13,309,967)		11,755,005	0.96
<b>Total Private Preferred Equity Securities (cost \$69,272,704)</b>		<b>78,715,431</b>	<b>6.43</b>
Private Common Equity Securities			
<i>North America:</i>			
Consumer, Cyclical		1,123,564	0.09
Consumer, Non-Cyclical		29,664	0.00
Financial		3,437,770	0.28
Technology		303,280	0.02
<b>Total Private Common Equity Securities (cost \$14,780,983)</b>		<b>4,894,278</b>	<b>0.39</b>
Bank Debt			
<i>North America:</i>			
Consumer, Cyclical		3,308,417	0.27
<b>Total Bank Debt (cost \$3,016,024)</b>		<b>3,308,417</b>	<b>0.27</b>
Investment Funds			
<i>North America:</i>			
Litigation Financing (cost \$2,303,794)		1,167,917	0.09
<i>Latin America and the Caribbean:</i>			
Litigation Financing		284,250	0.02

Total Latin America and the Caribbean (cost \$5,728,141)	284,250	0.02
Total Investment Funds (cost \$8,031,935)	1,452,167	0.11

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(Stated in United States Dollars) Description	Shares	Fair Value \$	Percentage of Partners' Capital %
<b>Investments in Securities (continued)</b>			
Real Estate			
<i>North America:</i>			
Commercial		6,489,006	0.52
<b>Total Real Estate (cost \$8,114,345)</b>		<b>6,489,006</b>	<b>0.52</b>
Rights and Warrants			
<i>North America:</i>			
Consumer Loan		1,903,734	0.16
Energy		832,414	0.07
Financial		1,268,952	0.10
Technology		234,480	0.02
<b>Total North America (cost \$3,335,634)</b>		<b>4,239,580</b>	<b>0.35</b>
<i>Europe:</i>			
Consumer, Non-Cyclical (cost \$2,847)		614,383	0.05
<b>Total Rights and Warrants (cost \$3,338,481)</b>		<b>4,853,963</b>	<b>0.40</b>
Sovereign Debt			
<i>Latin America and the Caribbean:</i>			
Sovereign Debt		140,903	0.01
<b>Total Sovereign Debt (cost \$3,377,736)</b>		<b>140,903</b>	<b>0.01</b>
Trade Claims			
<i>North America:</i>			
Financial		55,904	0.00
<b>Total Trade Claims (cost \$135,783)</b>		<b>55,904</b>	<b>0.00</b>

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## Condensed Schedules of Investments continued

December 31, 2020

(Stated in United States Dollars) Description	Contracts	Fair Value \$	Percentage of Partners' Capital %
<b>Investments in Securities (continued)</b>			
Option Contracts			
<i>North America</i>			
Communications			
The Walt Disney Co. 1/21/2022, \$115	319	2,252,938	0.18
The Walt Disney Co. 1/21/2022, \$120	827	5,450,757	0.44
Other		2,935,835	0.24
Total Communications		10,639,530	0.86
Financial		192,095	0.02
Technology		673,314	0.05
Utilities			
Pacific Gas & Electric Co 3/1/2021, \$12	3,047	405,251	0.03
Indices		2,120,597	0.17
<b>Total Option Contracts (cost \$10,828,685)</b>		<b>14,030,787</b>	<b>1.13</b>
<b>Total Investments in Securities, at fair value (cost \$1,711,486,047)</b>		<b>2,167,250,074</b>	<b>176.69</b>
Affiliated Investment Funds			
<i>North America:</i>			
Investments In Limited Partnerships (cost \$25,000,000)		27,681,475	2.26
<i>Latin America and the Caribbean</i>			
Investments In Limited Partnerships (cost \$3,963,747)		5,988,481	0.49
<b>Total Affiliated Investment Funds (cost \$28,963,747)</b>		<b>33,669,956</b>	<b>2.75</b>
Securities Sold, not yet Purchased			
Equity Securities			
<i>North America:</i>			
Communications		(8,133,328)	(0.68)
Consumer, Cyclical		(6,024,975)	(0.49)
Consumer, Non-Cyclical		(11,300,559)	(0.92)
Financial		(3,258,300)	(0.26)
Funds		(51,164,510)	(4.17)
Indices		(12,379,140)	(1.01)
Industrial		(8,774,458)	(0.72)

Technology	(19,123,362)	(1.55)
Utilities	(17,097,709)	(1.39)
<b>Total Equity Securities (proceeds \$135,824,695)</b>	<b>(137,256,341)</b>	<b>(11.19)</b>

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(Stated in United States Dollars) Description	Contracts	Fair Value \$	Percentage of Partners' Capital %
<b>Securities Sold, not yet Purchased (continued)</b>			
Corporate Bonds			
<i>North America:</i>			
Consumer, Cyclical		(1,501,480)	(0.12)
Energy		(6,027,342)	(0.49)
<b>Total Corporate Bonds (proceeds \$6,543,596)</b>		<b>(7,528,822)</b>	<b>(0.61)</b>
Treasury Securities			
<i>North America:</i>			
Government		(34,065,099)	(2.78)
<b>Total Treasury Securities (proceeds \$35,812,902)</b>		<b>(34,065,099)</b>	<b>(2.78)</b>
Option Contracts			
<i>North America:</i>			
Communications		(2,055,300)	(0.17)
Financial		(86,263)	(0.01)
Index		(610,522)	(0.05)
Technology		(1,245,529)	(0.10)
Utilities		(131,021)	(0.01)
<b>Total Option Contracts (proceeds \$6,805,693)</b>		<b>(4,128,635)</b>	<b>(0.34)</b>
<b>Total Securities Sold, not yet Purchased (proceeds \$184,986,886)</b>		<b>(182,978,897)</b>	<b>(14.92)</b>
<b>Derivatives Contracts</b>			
Contracts for Differences – Long Contracts			
<i>North America:</i>			
Industrial		2,436,417	0.20
<i>Europe:</i>			
Consumer, Cyclical		611,633	0.05
Consumer, Non-Cyclical		(1,099,454)	(0.10)
Financial		18,242,370	1.49
Industrial		7	0.00
Technology		1,720,041	0.14
<b>Total Europe</b>		<b>19,474,597</b>	<b>1.58</b>

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**Total Contracts for Differences – Long Contracts**

**21,911,014**

**1.78**

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## Condensed Schedules of Investments continued

December 31, 2020

(Stated in United States Dollars) Description	Shares	Fair Value \$	Percentage of Partners' Capital %
<b>Derivatives Contracts (continued)</b>			
Contracts for Differences - Short Contracts			
<i>North America:</i>			
Equity Swap Basket		(2,959,291)	(0.24)
<i>Europe:</i>			
Consumer, Cyclical		(39,380)	0.00
Consumer, Non-Cyclical		(183,211)	(0.01)
Energy		(1,393,617)	(0.10)
Industrial		1,648,359	0.14
<b>Total Europe</b>		<b>32,151</b>	<b>0.03</b>
<i>Asia-Pacific:</i>			
Consumer, Cyclical		(142,490)	(0.02)
Consumer, Non-Cyclical		36,837	0.00
<b>Total Asia-Pacific</b>		<b>(105,653)</b>	<b>(0.02)</b>
<b>Total Contracts for Differences – Short Contracts</b>		<b>(3,032,793)</b>	<b>(0.23)</b>
Credit Default Swaps – Protection Purchased			
<i>North America:</i>			
Asset-Backed Securities Index		108,942	0.00
<b>Total Credit Default Swaps – Protection Purchased (net of upfront fees paid \$73,455)</b>		<b>108,942</b>	<b>0.00</b>
Credit Default Swaps – Protection Sold			
<i>North America:</i>			
Asset-Backed Securities Index		(24,317)	(0.00)
<b>Total Credit Default Swaps – Protection Sold (net of upfront fees received \$20,042)</b>		<b>(24,317)</b>	<b>(0.00)</b>
Foreign Currency Forward Contracts			
Buy United States Dollar, Sell Chinese Yuan		(510,441)	(0.04)
Buy United States Dollar, Sell Euro		62,776	0.01
<b>Total Foreign Currency Forward Contracts</b>		<b>(447,665)</b>	<b>(0.03)</b>

Index Futures – Short Contracts

North America:

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Indices	(2,367,816)	(0.19)
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(Stated in United States Dollars) Description	Shares	Fair Value \$	Percentage of Partners' Capital %
<b>Derivatives Contracts (continued)</b>			
<i>Europe:</i>			
Indices		(335,298)	(0.03)
<i>Asia-Pacific:</i>			
Indices		(361,110)	(0.04)
<b>Total Index Futures – Short Contracts</b>		<b>(3,064,224)</b>	<b>(0.26)</b>
Interest Rate Swaptions			
<i>North America:</i>			
US Treasury Rates		8,559,345	0.70
<b>Total Interest Rate Swaptions (net upfront fees paid \$6,325,598)</b>		<b>8,559,345</b>	<b>0.70</b>
Total Return Swaps – Long Contracts			
<i>North America:</i>			
Energy		(1,968)	0.00
Technology		(686,637)	(0.06)
<b>Total Total Return Swaps – Long Contracts</b>		<b>(688,605)</b>	<b>(0.06)</b>
Total Return Swaps – Short Contracts			
<i>North America:</i>			
Basic Materials		(1,072,493)	(0.09)
Communications		(284,158)	(0.02)
Consumer, Cyclical		497,456	0.04
Consumer, Non-Cyclical		(310,893)	(0.03)
Equity Swap Basket		(9,273,867)	(0.75)
Financial		4,984	0.00
Funds		(205)	0.00
Industrial		643,689	0.05
Technology		(5,834)	0.00
<b>Total North America</b>		<b>(9,801,321)</b>	<b>(0.80)</b>
<i>Europe:</i>			
Equity Swap Basket		(12,468)	0.00

*Asia-Pacific:*

Communications	746,325	0.06
<b>Total Total Return Swaps – Short Contracts</b>	<b>(9,067,464)</b>	<b>(0.74)</b>

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## Condensed Schedules of Investments continued

December 31, 2020

(Stated in United States Dollars) Description	Shares	Fair Value \$	Percentage of Partners' Capital %
<b>Derivatives Contracts (continued)</b>			
Commodity Options – Long Contracts			
<i>North America:</i>			
Commodities		49,800	0.00
<b>Total Commodity Options – Long Contracts (net upfront fees paid \$1,122,920)</b>		<b>49,800</b>	<b>0.00</b>
Commodity Futures – Long Contracts			
<i>North America:</i>			
Energy		(1,029,840)	(0.08)
<b>Total Commodity Futures – Long Contracts</b>		<b>(1,029,840)</b>	<b>(0.08)</b>
<b>Net Derivative Contracts (including net upfront fees paid and cost \$7,501,931)</b>		<b>13,274,193</b>	<b>1.08</b>
<i>See accompanying notes.</i>			

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# Condensed Schedules of Investments

December 31, 2019

(Stated in United States Dollars) Description	Shares	Fair Value \$	Percentage of Partners' Capital %
<b>Investments in Securities</b>			
Equity Securities			
<i>North America:</i>			
Communications		51,356,254	4.98
Consumer, Cyclical		122,966,719	11.94
Consumer, Non-Cyclical			
Baxter International Inc.	1,958,562	163,774,954	15.88
Campbell Soup Company	1,611,650	79,647,743	7.74
Other		119,632,331	11.60
Total Consumer, Non-Cyclical		363,055,028	35.22
Financial		66,062,086	6.40
Industrial			
Danaher Corporation	415,200	63,724,896	6.18
United Technologies Corporation	582,800	87,280,128	8.46
Other		13,755,724	1.33
Total Industrial		164,760,748	15.97
Technology		127,852,917	12.41
<b>Total North America (cost \$758,689,251)</b>		<b>896,053,752</b>	<b>86.92</b>
<i>Europe:</i>			
Consumer, Cyclical		2,847,288	0.28
Consumer, Non-Cyclical			
Allergan plc	402,900	77,022,393	7.47
Nestle S.A.	1,024,921	110,998,680	10.76
Other		3,843,450	0.37
Total Consumer, Non-Cyclical		191,864,523	18.60
<b>Total Europe (cost \$160,290,505)</b>		<b>194,711,811</b>	<b>18.88</b>
<i>Asia-Pacific:</i>			
Consumer, Cyclical			
Sony Corporation (cost \$82,969,697)	1,798,500	122,481,158	11.89
<i>Latin America and the Caribbean:</i>			
Financial (cost \$9,463,001)		9,228,860	0.89
<i>Middle East and Africa:</i>			

Financial (cost \$1,501,068)	1,951,581	0.19
<b>Total Equity Securities (cost \$1,012,913,522)</b>	<b>1,224,427,162</b>	<b>118.77</b>

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## Condensed Schedules of Investments continued

December 31, 2019

(Stated in United States Dollars) Description	Face Value \$	Fair Value \$	Percentage of Partners' Capital %
<b>Investments in Securities (continued)</b>			
Asset-Backed Securities			
<i>North America:</i>			
Aircraft		683,868	0.07
Consumer Loan		29,032,764	2.81
Mortgage		128,019,389	12.43
Student Loan		8,450	0.00
<b>Total North America (cost \$156,135,095)</b>		<b>157,744,471</b>	<b>15.31</b>
<i>Europe:</i>			
Mortgage (cost \$1,895,509)		1,930,065	0.18
<i>Latin America and the Caribbean:</i>			
Mortgage (cost \$645,477)		608,440	0.06
<b>Total Asset-Backed Securities (cost \$158,676,081)</b>		<b>160,282,976</b>	<b>15.55</b>
Corporate Bonds			
<i>North America:</i>			
Communications		2,543,778	0.25
Consumer, Cyclical		11,564,138	1.12
Consumer, Non-Cyclical		1,141,972	0.11
Energy		1,141,738	0.11
Technology		234,744	0.02
Utilities			
Pacific Gas & Electric Company 3.3% – 6.05%, 6/15/25 – 12/1/47	66,538,000	66,998,004	6.50
<b>Total North America (cost \$73,738,932)</b>		<b>83,624,374</b>	<b>8.11</b>
<i>Europe:</i>			
Consumer, Non-Cyclical (cost \$2,542,659)		2,727,827	0.27
<i>Latin America and the Caribbean:</i>			
Energy		991,920	0.10
Real Estate		7,636,462	0.73
<b>Total Latin America and the Caribbean (cost \$9,414,774)</b>		<b>8,628,382</b>	<b>0.83</b>

Total Corporate Bonds (cost \$85,696,365)

94,980,583

9.21

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(Stated in United States Dollars) Description	Fair Value \$	Percentage of Partners' Capital %
<b>Investments in Securities (continued)</b>		
Private Preferred Equity Securities		
<i>North America:</i>		
Communications	6,004,766	0.58
Consumer, Cyclical	954,700	0.09
Consumer, Non-Cyclical	7,011,698	0.69
Financial	20,923,453	2.02
Technology	38,156,231	3.71
<b>Total North America (cost \$65,304,806)</b>	<b>73,050,848</b>	<b>7.09</b>
<i>Europe:</i>		
Consumer, Non-Cyclical (cost \$2,907,175)	2,243,774	0.22
<i>Latin America and the Caribbean:</i>		
Consumer, Non-Cyclical	1,792,301	0.17
Technology	11,138,992	1.08
<b>Total Latin America and the Caribbean (cost \$15,636,129)</b>	<b>12,931,293</b>	<b>1.25</b>
<b>Total Private Preferred Equity Securities (cost \$83,848,110)</b>	<b>88,225,915</b>	<b>8.56</b>
Private Common Equity Securities		
<i>North America:</i>		
Communications	143,330	0.01
Consumer, Cyclical	1,315,392	0.13
Consumer, Non-Cyclical	31,617	0.00
Energy	2,247,291	0.22
Financial	2,255,739	0.22
Technology	142,990	0.02
<b>Total Private Common Equity Securities (cost \$30,229,327)</b>	<b>6,136,359</b>	<b>0.60</b>
Bank Debt		
<i>North America:</i>		
Consumer, Cyclical	6,832,235	0.66
Energy	6,772,954	0.66
<b>Total North America (cost \$17,783,846)</b>	<b>13,605,189</b>	<b>1.32</b>
<i>Europe:</i>		

Communications	121,283	0.01
Consumer, Cyclical	391,981	0.04
<b>Total Europe (cost \$503,497)</b>	<b>513,264</b>	<b>0.05</b>
<b>Total Bank Debt (cost \$18,287,343)</b>	<b>14,118,453</b>	<b>1.37</b>

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## Condensed Schedules of Investments continued

December 31, 2019

(Stated in United States Dollars) Description	Fair Value \$	Percentage of Partners' Capital %
<b>Investments in Securities (continued)</b>		
Investment Funds		
<i>North America:</i>		
Financial	5,759,906	0.56
Litigation Financing	1,230,837	0.12
<b>Total North America (cost \$5,620,672)</b>	<b>6,990,743</b>	<b>0.68</b>
<i>Latin America and the Caribbean:</i>		
Real Estate (cost \$4,813,368)	3,752,673	0.36
<b>Total Investment Funds (cost \$10,434,040)</b>	<b>10,743,416</b>	<b>1.04</b>
Real Estate		
<i>North America:</i>		
Commercial	5,754,766	0.56
<b>Total Real Estate (cost \$6,250,848)</b>	<b>5,754,766</b>	<b>0.56</b>
Rights and Warrants		
<i>North America:</i>		
Communications	2,427,363	0.24
Consumer Loan	2,477,885	0.24
Consumer, Non-Cyclical	6,065	0.00
Technology	519	0.00
<b>Total North America (cost \$5,513,565)</b>	<b>4,911,832</b>	<b>0.48</b>
<i>Europe:</i>		
Consumer, Non-Cyclical (cost \$2,847)	642,824	0.06
<i>Latin America and the Caribbean:</i>		
Financial (cost \$213,290)	30,470	0.00
<b>Total Rights and Warrants (cost \$5,729,702)</b>	<b>5,585,126</b>	<b>0.54</b>
Sovereign Debt		
<i>Latin America and the Caribbean:</i>		
Government Securities	1,496,773	0.15
<b>Total Sovereign Debt (cost \$3,467,418)</b>	<b>1,496,773</b>	<b>0.15</b>

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(Stated in United States Dollars) Description	Fair Value \$	Percentage of Partners' Capital %
<b>Investments in Securities (continued)</b>		
Trade Claims		
<i>North America:</i>		
Financial	122,716	0.01
<b>Total Trade Claims (cost \$135,783)</b>	<b>122,716</b>	<b>0.01</b>
<b>Total Investments in Securities, at fair value (cost \$1,415,668,539)</b>	<b>1,611,874,245</b>	<b>156.36</b>
Affiliated Investment Funds		
<i>Latin America and the Caribbean:</i>		
Investments in Limited Partnerships	8,657,221	0.84
<b>Total Affiliated Investment Funds (cost \$4,933,101)</b>	<b>8,657,221</b>	<b>0.84</b>
<b>Securities Sold, not yet Purchased</b>		
Equity Securities		
<i>North America:</i>		
Basic Materials	(30,014,110)	(2.91)
Communications	(9,861,264)	(0.95)
Consumer, Cyclical	(44,000,963)	(4.27)
Consumer, Non-Cyclical	(102,438,687)	(9.95)
Energy	(4,317,086)	(0.42)
Financial	(24,535,241)	(2.38)
Industrial	(59,498,497)	(5.78)
Utilities	(1,709,658)	(0.16)
<b>Total North America (proceeds \$253,904,086)</b>	<b>(276,375,506)</b>	<b>(26.82)</b>
<i>Europe:</i>		
Industrial (proceeds \$2,388,855)	(2,865,884)	(0.27)
<b>Total Equity Securities (proceeds \$256,292,941)</b>	<b>(279,241,390)</b>	<b>(27.09)</b>
Corporate Bonds		
<i>North America:</i>		
Energy	(3,412,818)	(0.33)
<b>Total Corporate Bonds (proceeds \$3,249,352)</b>	<b>(3,412,818)</b>	<b>(0.33)</b>
Options		
<i>North America:</i>		

Consumer, Cyclical	(163,875)	(0.02)
Consumer, Non-Cyclical	(656,663)	(0.06)
Indices	(31,405)	(0.00)
<b>Total North America (proceeds \$1,521,346)</b>	<b>(851,943)</b>	<b>(0.08)</b>

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## Condensed Schedules of Investments continued

December 31, 2019

(Stated in United States Dollars) Description	Fair Value \$	Percentage of Partners' Capital %
<b>Securities Sold, not yet Purchased (continued)</b>		
<b>Options (continued)</b>		
<i>Europe:</i>		
Consumer, Non-Cyclical (proceeds \$712,077)	(204,745)	(0.02)
<b>Total Options (proceeds \$2,233,423)</b>	<b>(1,056,688)</b>	<b>(0.10)</b>
<b>Total Securities Sold, not yet Purchased (proceeds \$261,775,716)</b>	<b>(283,710,896)</b>	<b>(27.52)</b>
<b>Derivatives Contracts</b>		
Contracts for Differences – Long Contracts		
<i>North America:</i>		
Communications	953,146	0.09
Consumer, Cyclical	92,544	0.00
<b>Total North America</b>	<b>1,045,690</b>	<b>0.09</b>
<i>Europe:</i>		
Consumer, Non-Cyclical	(1,139,260)	(0.11)
Financial	9,418,480	0.93
Industrial	2,036,008	0.19
<b>Total Europe</b>	<b>10,315,228</b>	<b>1.01</b>
<b>Total Contracts for Differences – Long Contracts</b>	<b>11,360,918</b>	<b>1.10</b>
Contracts for Differences – Short Contracts		
<i>North America:</i>		
Consumer, Cyclical	(40,664)	(0.00)
Consumer, Non-Cyclical	(85,643)	(0.01)
Equity Swap Basket	(1,096,703)	(0.11)
<b>Total North America</b>	<b>(1,223,010)</b>	<b>(0.12)</b>
<i>Europe:</i>		
Consumer, Cyclical	673,547	0.07
Consumer, Non-Cyclical	484,254	0.05
<b>Total Europe</b>	<b>1,157,801</b>	<b>0.12</b>
<i>Asia-Pacific:</i>		
Communications	(443,030)	(0.05)

Consumer, Cyclical	52,083	0.00
Financial	(419,775)	(0.04)
Technology	(4,928,961)	(0.48)
<b>Total Asia-Pacific</b>	<b>(5,739,683)</b>	<b>(0.57)</b>

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(Stated in United States Dollars) Description	Fair Value \$	Percentage of Partners' Capital %
<b>Derivatives Contracts (continued)</b>		
Contracts for Differences – Short Contracts (continued)		
<i>Latin America and the Caribbean:</i>		
Financial	903	0.01
<b>Total Contracts for Differences – Short Contracts</b>	<b>(5,803,989)</b>	<b>(0.56)</b>
Credit Default Swaps – Protection Purchased		
<i>North America:</i>		
Asset-Backed Securities Index	94,357	0.01
<b>Total Credit Default Swaps – Protection Purchased (net upfront fees paid \$89,311)</b>	<b>94,357</b>	<b>0.01</b>
Credit Default Swaps – Protection Sold		
<i>North America:</i>		
Asset-Backed Securities	127	0.00
Asset-Backed Securities Index	(23,943)	(0.00)
<b>Total Credit Default Swaps – Protection Sold (net upfront fees received \$775,583)</b>	<b>(23,816)</b>	<b>(0.00)</b>
Foreign Currency Forward Contracts		
Buy United States Dollar, Sell Chinese Yuan	(228,609)	(0.02)
Buy United States Dollar, Sell Euro	(185,242)	(0.01)
Buy United States Dollar, Sell Hong Kong Dollar	250,593	0.02
Buy United States Dollar, Sell Swiss Franc	(1,000,898)	(0.10)
<b>Total Foreign Currency Forward Contracts</b>	<b>(1,164,156)</b>	<b>(0.11)</b>
Foreign Currency Options – Purchased		
<i>Asia-Pacific:</i>		
Hong Kong Dollar	206,803	0.02
<b>Total Foreign Currency Options – Purchased (cost \$791,773)</b>	<b>206,803</b>	<b>0.02</b>
Index Futures – Short Contracts		
<i>North America:</i>		
Indices	(632,688)	(0.06)
<i>Europe:</i>		
Indices	175,834	0.02

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*Asia-Pacific:*

Indices	(322,148)	(0.04)
<b>Total Index Futures – Short Contracts</b>	<b>(779,002)</b>	<b>(0.08)</b>

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## Condensed Schedules of Investments continued

December 31, 2019

(Stated in United States Dollars) Description	Fair Value \$	Percentage of Partners' Capital %
<b>Derivatives Contracts (continued)</b>		
Interest Rate Swaptions		
<i>North America:</i>		
United States Dollar Libor	2,336,283	0.23
<b>Total Interest Rate Swaptions (cost \$1,613,615)</b>	<b>2,336,283</b>	<b>0.23</b>
Total Return Swaps – Long Contracts		
<i>North America:</i>		
Consumer, Non-Cyclical	2,638,871	0.25
Energy	(1,862,656)	(0.17)
<b>Total North America</b>	<b>776,215</b>	<b>0.08</b>
<i>Asia-Pacific:</i>		
Consumer, Cyclical	(232,008)	(0.03)
<b>Total Total Return Swaps – Long Contracts</b>	<b>544,207</b>	<b>0.05</b>
Total Return Swaps – Short Contracts		
<i>North America:</i>		
Equity Swap Basket	(3,246,987)	(0.32)
<i>Europe:</i>		
Equity Swap Basket	(25,856)	(0.00)
<i>Asia-Pacific:</i>		
Communications	(920,206)	(0.09)
<b>Total Total Return Swaps – Short Contracts</b>	<b>(4,193,049)</b>	<b>(0.41)</b>
<b>Net Derivative Contracts (including net upfront fees paid and cost \$1,719,116)</b>	<b>2,578,556</b>	<b>0.25</b>

See accompanying notes.

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# Statements of Operations

(Stated in United States Dollars)	For the year ended December 31, 2021 \$	For the year ended December 31, 2020 \$	For the year ended December 31, 2019 \$
<b>Realized and unrealized gain (loss) on investment transactions</b>			
Net realized gain/(loss) from securities and foreign currency translations (see Note 6)	647,235,473	52,981,351	(36,248,265)
Net realized gain/(loss) from affiliated investment funds and foreign currency translations (see Note 6)	2,383,830	40,526	1,012,650
Net realized gain/(loss) from derivative contracts and foreign currency translations (see Note 8)	(33,150,719)	(46,967,901)	(375,853)
Net change in unrealized gain/(loss) on securities and foreign currency translations (see Note 6)	(217,807,742)	283,501,490	318,967,851
Net change in unrealized gain/(loss) on affiliated investment funds and foreign currency translations (see Note 6)	3,801,808	982,089	2,738,404
Net change in unrealized gain/(loss) on derivative contracts and foreign currency translations (see Note 8)	25,579,499	4,912,822	11,689,581
Net (loss)/gain on currencies	24,395	(548,815)	(2,096,418)
<b>Net realized and unrealized gain/(loss) from investment transactions</b>	<b>428,066,544</b>	<b>294,901,562</b>	<b>295,687,950</b>
<b>Investment income</b>			
Interest	29,335,046	29,550,661	34,050,719
Dividends, net of withholding taxes of \$1,081,534 (2020: \$1,899,176, 2019: \$4,327,415)	4,017,645	5,803,346	12,356,098
Stock loan fees	44,758	706,620	7,440,819
Other	-	228,384	6,526
<b>Total investment income</b>	<b>33,397,449</b>	<b>36,289,011</b>	<b>53,854,162</b>
<b>Expenses</b>			
Management fee (see Note 6)	16,723,958	14,520,576	17,174,368
Interest	5,845,711	7,536,090	16,312,483
Dividends on securities sold, not yet purchased	10,576,023	4,706,429	8,661,847
Research fees	1,659,374	1,453,000	2,158,000
Administration and professional fees	2,632,222	2,661,097	2,088,887
Stock borrow fees	2,811,364	768,462	650,895
Other	1,126,800	277,859	1,604,621
<b>Total expenses</b>	<b>41,375,452</b>	<b>31,923,513</b>	<b>48,651,101</b>
<b>Net investment income/(loss)</b>	<b>(7,978,003)</b>	<b>4,365,498</b>	<b>5,203,061</b>

**Net income/(loss)**

**420,088,541**

**299,267,060**

**300,891,011**

*See accompanying notes.*

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# Statements of Changes in Partners' Capital

Year ended December 31, 2021

(Stated in United States Dollars)	Total \$	General Partner \$	Limited Partners \$
Partners' capital at beginning of year	1,226,565,167	170,947,421	1,055,617,746
Capital withdrawals	(665,384,037)	(189,516,326)	(475,867,711)
Allocation of net income/(loss):			
Net realized gain/(loss) from investment transactions	616,492,979	66,618,615	549,874,364
Net change in unrealized gain/(loss) from investment transactions	(188,426,435)	(20,361,478)	(168,064,957)
Net investment income/(loss)	(7,978,003)	983,920	(8,961,923)
Incentive allocation	-	74,361,163	(74,361,163)
Net income/(loss)	420,088,541	121,602,220	298,486,321
<b>Partners' capital at end of year</b>	<b>981,269,671</b>	<b>103,033,315</b>	<b>878,236,356</b>

Year ended December 31, 2020

(Stated in United States Dollars)	Total \$	General Partner \$	Limited Partners \$
Partners' capital at beginning of year	1,030,916,896	166,120,891	864,796,005
Capital withdrawals	(103,618,789)	(100,000,000)	(3,618,789)
Allocation of net income:			
Net realized gain from investment transactions	5,505,161	691,668	4,813,493
Net change in unrealized gain from investment transactions	289,396,401	36,359,741	253,036,660
Net investment income	4,365,498	2,496,739	1,868,759
Incentive allocation	-	65,278,382	(65,278,382)
Net income	299,267,060	104,826,530	194,440,530
<b>Partners' capital at end of year</b>	<b>1,226,565,167</b>	<b>170,947,421</b>	<b>1,055,617,746</b>

See accompanying notes.

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# Statements of Changes in Partners' Capital continued

Year ended December 31, 2019

<b>(Stated in United States Dollars)</b>	<b>Total \$</b>	<b>General Partner \$</b>	<b>Limited Partners \$</b>
Partners' capital at beginning of year	1,470,406,559	183,111,066	1,287,295,493
Capital contributions	87,000,000	–	87,000,000
Capital withdrawals	(827,380,674)	(67,380,674)	(760,000,000)
Allocation of net income:			
Net realized loss from investment transactions	(37,707,886)	(5,667,047)	(32,040,839)
Net change in unrealized gain from investment transactions	333,395,836	50,105,434	283,290,402
Net investment income	5,203,061	3,571,438	1,631,623
Incentive allocation	–	2,380,674	(2,380,674)
Net income	300,891,011	50,390,499	250,500,512
<b>Partners' capital at end of year</b>	<b>1,030,916,896</b>	<b>166,120,891</b>	<b>864,796,005</b>

See accompanying notes.

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## Statements of Cash Flows

(Stated in United States Dollars)	For the year ended December 31, 2021 \$	For the year ended December 31, 2020 \$	For the year ended December 31, 2019 \$
<b>Cash flows from operating activities</b>			
Net income/(loss)	420,088,541	299,267,060	300,891,011
Adjustments to reconcile net income/(loss) to net cash provided by/(used in) operating activities:			
Purchases of investment securities	(3,806,258,287)	(3,935,540,767)	(3,435,197,156)
Proceeds from disposition of investment securities	4,889,628,053	3,714,688,527	3,759,960,413
Purchases of investment securities to cover short sales	(489,545,036)	(310,794,634)	(506,537,332)
Proceeds from short sales of investment securities	528,731,512	212,682,832	334,027,437
Purchases of affiliated investment funds	(7,073,803)	(48,956,538)	(249,580)
Proceeds from disposition of affiliated investment funds	3,791,692	24,966,418	4,530,660
Purchases of derivatives	(104,120,235)	(8,854,841)	(67,194,680)
Proceeds/(settlements) from disposition of derivatives	71,641,701	(43,895,875)	68,979,717
Proceeds from financing of repurchase securities	28,074,123	5,542,093	-
Net realized (gain)/loss from securities and foreign currency translations (see Note 6)	(647,235,473)	(52,981,351)	36,248,265
Net realized (gain)/loss from affiliated investment funds and foreign currency translations (see Note 6)	(2,383,830)	(40,526)	(1,012,650)
Net realized (gain)/loss from derivative contracts and foreign currency translations (see Note 8)	33,150,719	46,967,901	375,853
Net change in unrealized (gain)/loss on securities and foreign currency translations (see Note 6)	217,807,742	(283,501,490)	(318,967,851)
Net change in unrealized (gain)/loss on affiliated investment funds and foreign currency translations (see Note 6)	(3,801,808)	(982,089)	(2,738,404)
Net change in unrealized (gain)/loss on derivative contracts and foreign currency translations (see Note 8)	(25,579,499)	(4,912,822)	(11,689,581)
Amortization of premiums and accretion of discounts, net	1,151,320	(660,945)	(480,979)
Changes in operating assets and liabilities:			
Decrease/(increase) in due from brokers	(399,384,199)	38,095,689	212,786,759
Decrease/(increase) in interest and dividends receivable	159,806	(2,026,013)	2,482,212
Decrease/(increase) in other assets	2,335,431	(3,671,816)	210,295
Decrease in participation agreement with			

related party investment fund	-	-	2,296,405
Increase/(decrease) in due to brokers	(400,374,156)	467,392,095	319,496,626

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## Statements of Cash Flows continued

(Stated in United States Dollars)	For the year ended December 31, 2021 \$	For the year ended December 31, 2020 \$	For the year ended December 31, 2019 \$
Increase/(decrease) in management fee payable (see Note 6)	(21,042)	(79,424)	74,369
Increase/(decrease) in interest and dividends payable	28,895	(300,204)	(908,528)
Increase/(decrease) in accrued expenses	111,004	(1,382,813)	662,326
<b>Net cash provided by/(used in) operating activities</b>	<b>310,923,171</b>	<b>111,020,467</b>	<b>698,045,607</b>
<b>Cash flows from financing activities</b>			
Capital contributions	–	–	87,000,000
Capital withdrawals	(350,867,711)	(70,999,463)	(785,000,000)
<b>Net cash (used in)/provided by financing activities</b>	<b>(350,867,711)</b>	<b>(70,999,463)</b>	<b>(698,000,000)</b>
Net change in cash	(39,944,540)	40,021,004	45,607
Cash at beginning of year	40,072,813	51,809	6,202
<b>Cash at end of year</b>	<b>128,273</b>	<b>40,072,813</b>	<b>51,809</b>
<b>Supplemental disclosure of cash flow information</b>			
<b>Cash paid during the year for interest</b>	<b>5,853,103</b>	<b>7,875,169</b>	<b>17,113,291</b>

See accompanying notes.

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# Notes to Financial Statements

For the year ended December 31, 2021

## 1. Organization

Third Point Enhanced LP (the "Partnership") was organized as an exempted limited partnership under the laws of the Cayman Islands on June 25, 2018, commenced operations on September 3, 2018, and is registered under the Cayman Islands Mutual Funds Law and with the Cayman Islands Monetary Authority. Third Point LLC (the "Investment Manager") serves as the Investment Manager for the Partnership. The Partnership was formed to invest on a pari passu basis with the Third Point Offshore Master Fund LP, whose investment objective is to achieve superior risk-adjusted returns by deploying capital in investments with a favorable risk/reward scenario across select asset classes, sectors, and geographies, both long and short. The Investment Manager identifies these opportunities using a combination of top-down asset allocation decisions and a bottom-up, value-oriented approach to single security analysis. The Investment Manager supplements single security analysis with an approach to portfolio construction that includes sizing each investment based on upside/downside calculations, all with a view towards appropriately positioning and managing overall exposures across specific asset classes, sectors and geographies. The Partnership will continue until terminated as provided for in the Amended and Restated Exempted Limited Partnership Agreement (the "Agreement").

The General Partner of the Partnership is Third Point Advisors L.L.C. (the "General Partner"). The Investment Manager is registered as an investment adviser under the U.S. Investment Advisers Act of 1940. The managing member of the Investment Manager and the General Partner are responsible for the operation and management of the Partnership.

The Partnership is an investment company and applies specialized accounting guidance as outlined in *Financial Services – Investment Companies (Topic 946)* and in accordance with the relevant sections of Regulation S-X. The Investment Manager evaluated this guidance and determined that the Partnership meets the criteria to be classified as an investment company. Accordingly, the Partnership reflects its investments in the Statements of Financial Condition at their estimated fair value, with unrealized gains and losses resulting from changes in fair value, if any, reflected in net change in unrealized gain/loss on securities, affiliated investment funds, derivative contracts and foreign currency translations in the Statements of Operations.

International Fund Services (N.A.), L.L.C. serves as the administrator (the "Administrator") and transfer agent to the Partnership.

## 2. Significant Accounting Policies

The Partnership's financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("U.S. GAAP") and are expressed in United States dollars. The following is a summary of the significant accounting and reporting policies:

The Partnership is exempt from all forms of taxation in the Cayman Islands, including income, capital gains and withholding taxes. In jurisdictions other than the Cayman Islands, in some cases foreign taxes will be withheld at the source on dividends and certain interest received by the Partnership. Capital gains derived by the Partnership in such jurisdictions generally will be exempt from foreign income or withholding taxes at the source. The Partnership will be treated as a partnership for federal income tax purposes and each investor will be subject to taxation on its share of the Partnership's ordinary income and capital gains.

The Partnership evaluates tax positions taken or expected to be taken in the course of preparing the Partnership's tax returns to determine whether the tax positions are "more-likely-than-not" of being sustained by the applicable tax authority. Tax positions not deemed to meet a "more likely-than-not" threshold would be recorded as a tax expense in the current year. The General Partner has reviewed the Partnership's tax positions and has concluded that no material provision for income tax is required in the

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## 2. Significant Accounting Policies (continued)

Partnership's financial statements. Generally, the Partnership may be subject to income tax examinations by major tax authorities including the United States and other authorities for open tax years since inception.

The Partnership would recognize interest and penalties, if any, related to unrecognized tax positions as income tax expense in the Statements of Operations. During the years ended December 31, 2021, December 31, 2020 and December 31, 2019, the Partnership did not incur any interest or penalties related to unrecognized tax positions.

The Partnership records security transactions and related income and expense on a trade-date basis. Realized gains and losses are determined using cost calculated on a specific identification basis. Dividends are recorded on the ex-dividend date. Income and expense are recorded on the accrual basis, including interest and premiums amortized and discounts accreted on interest bearing investments.

The Partnership may enter into repurchase and reverse repurchase agreements with financial institutions in which the financial institution agrees to resell or repurchase securities and the Partnership agrees to repurchase or resell such securities at a mutually agreed price upon maturity. These agreements are collateralized primarily by debt securities. At December 31, 2021, the fair value of the collateral associated with securities pledged under repurchase agreements was \$46,306,770 (2020: \$7,962,996) and included in investments in securities on the Statements of Financial Condition. The Partnership did not have repurchase agreements as of the year ended December 31, 2019 and did not have reverse repurchase agreements as of the years ended December 31, 2021, December 31, 2020 and December 31, 2019. Interest expense and income related to repurchase and reverse repurchase agreements held during the year are included in interest and dividends payable and interest and dividends receivable in the Statements of Financial Condition, respectively. Generally, repurchase and reverse repurchase agreements that the Partnership enters into mature within 30 to 90 days.

The Partnership may lend securities for securities lending transactions or pledge securities and/or cash for securities borrowed transactions. The value of any securities loaned is reflected in investments in securities in the Statements of Financial Condition. As of December 31, 2021, the Partnership had \$1,107,323 of securities loaned (2020: \$0, 2019: \$659,575). Any collateral received would have been reflected in due to brokers in the Statements of Financial Condition.

The Partnership engages in securities lending transactions whereby upon the Partnership's request, its prime brokers, as lending agents, may loan securities of the Partnership as selected by the Partnership to certain institutions. The securities loaned are generally collateralized in the form of cash or U.S. treasury securities in an amount typically at least equal to the fair value of the securities loaned. The fair value of the loaned securities is determined at the close of business on each business day and any additional required collateral is delivered to the Partnership on the next business day. Risks may arise upon entering into securities lending transactions to the extent that the value of the collateral is less than the value of the securities loaned due to changes in the value of the securities loaned.

Changes in the value of the securities loaned that may occur during the course of the loan will be recognized by the Partnership. The Partnership has the right under the lending agreement to recover the securities from the borrower on demand. The Partnership receives interest based on the outstanding fair value of the loaned shares at a rate that is initially agreed with the prime broker prior to lending the shares and is subject to change by mutual agreement of the parties over the course of the transaction.

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## Notes to Financial Statements continued

For the year ended December 31, 2021

### 2. Significant Accounting Policies (continued)

The Partnership's repurchase and securities lending agreements may result in credit exposure in the event the counterparty to the transaction is unable to fulfill its contractual obligations. It is the Partnership's policy to monitor and control collateral under such agreements. Refer to Note 8 for additional disclosures regarding the Partnership's collateral policy.

The following table presents the remaining contractual maturity of the repurchase agreements and securities lending transactions by class of collateral loaned for the years ended December 31, 2021, December 31, 2020 and December 31, 2019:

	Overnight and Continuous \$	Up to 30 days \$	30-90 days \$	Greater Than 90 days \$	Total \$	Fair value pledged as collateral \$
<b>2021 Repurchase agreements</b>						
<b>Asset-backed securities</b>	–	–	33,616,216	–	33,616,216	46,306,770

	Overnights and Continuous \$	Up to 30 days \$	30-90 days \$	Greater Than 90 days \$	Total \$	Fair value of securities loaned \$
<b>2021 Securities lending transactions</b>						
<b>Corporate Bonds</b>	987,191	–	–	–	987,191	987,191
<b>Equity Securities</b>	120,132	–	–	–	120,132	120,132

	Overnight and Continuous \$	Up to 30 days \$	30-90 days \$	Greater Than 90 days \$	Total \$	Fair value pledged as collateral \$
<b>2020 Repurchase agreements</b>						
<b>Asset-backed securities</b>	–	–	5,542,093	–	5,542,093	7,962,996

	Overnight and Continuous \$	Up to 30 days \$	30-90 days \$	Greater Than 90 days \$	Total \$	Fair value of securities loaned \$
<b>2019 Securities lending transactions</b>						
<b>U.S. Treasury securities</b>	659,709	–	–	–	659,709	659,575

The fair value of the Partnership's assets and liabilities which qualify as financial instruments approximates the carrying amounts presented in the Statements of Financial Condition.

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts and disclosures in the financial statements and accompanying notes. Actual results could differ from these estimates.

The Investment Manager has a formal valuation policy that sets forth the pricing methodology for investments to be implemented in fair valuing each security in the Partnership's portfolio. Depending on market or company circumstances, valuation techniques and methodologies may change from year to year. The valuation policy is reviewed at least on an annual basis by the valuation committee (the

"Committee"). The Committee is comprised of officers and employees who are senior business management personnel. The Committee meets at least on a monthly basis. The Committee's role is to review and verify the propriety and consistency of the valuation methodology to determine fair value of investments. The Committee also reviews any due diligence performed and approves any changes to current or potential external pricing vendors.

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## 2. Significant Accounting Policies (continued)

Securities listed on a national securities exchange or quoted on NASDAQ are valued at their last sales price. Listed securities with no reported sales on such date and over-the-counter (“OTC”) securities are valued at their last closing bid price if held long by the Partnership and last closing ask price if held short by the Partnership. Approximately \$31.5 million (2020: \$104.5 million, 2019: \$145.8 million), or approximately 2% (2020: 5%, 2019: 9%) of the Partnership’s investments in securities, affiliated investment funds and derivative assets, and none of the securities sold, not yet purchased and derivative liabilities (2020: \$0, 2019: \$0), are valued based on dealer quotes or other quoted market prices for similar securities.

Private securities, real estate and related debt investments are not registered for public sale and are carried at an estimated fair value, as determined by the Investment Manager. Valuation techniques used by the Investment Manager in determining fair value may include market approach, appraisals, last transaction analysis, liquidation analysis and/or using discounted cash flow models where the significant inputs could include but are not limited to additional rounds of equity financing, financial metrics such as revenue multiples or price-earnings ratio, discount rates, appraisals, revenue projections and other factors. In addition, the Investment Manager employs third party valuation firms to conduct separate valuations of such securities. The third party valuation firms provide the Investment Manager with a written report documenting their recommended valuation as of the determination date for the specified investments.

Due to the inherent uncertainty of valuation for these investments, the estimate of fair value for the Partnership’s interest in these investments may differ from the values that would have been used had a ready market existed for the investment, and the difference could be material. At December 31, 2021, the Partnership had approximately \$102.6 million (2020: \$101.0 million, 2019: \$110.2 million) of investments fair valued by the Investment Manager, representing approximately 6.1% (2020: 4.5%, 2019: 6.7%) of investments in securities, affiliated investment funds and derivative contracts, of which approximately 93.8% (2020: 99.3%, 2019: 99.3%) were separately valued using third party valuation firms. The resulting change in unrealized gains and losses are reflected in the Statements of Operations.

The Partnership’s derivatives are recorded at fair value. The Partnership values exchange-traded derivative contracts at their last sales price on the exchange where it is primarily traded. OTC derivatives, which include swap, option, swaption and forward currency contracts, are valued at independent values provided by third party sources when available; otherwise, fair values are obtained from counterparty quotes that are based on pricing models that consider the time value of money, volatility, and the current market and contractual prices of the underlying financial instruments.

As of December 31, 2021, certain of the Partnership’s asset-backed securities (“ABS”) holdings were private-label issued, non-investment grade securities, and some of these securities were not guaranteed by government-sponsored entities. These investments are valued using broker quotes or recognized third-party pricing vendors, where available. All of these classes of ABS are sensitive to changes in interest rates and any resulting change in the rate at which borrowers sell their assets, refinance, or otherwise pre-pay their obligations. As an investor in these classes of ABS, the Partnership may be exposed to the credit risk of underlying borrowers not being able to make timely payments on obligations or the likelihood of borrowers

defaulting. In addition, the Partnership may be exposed to significant market and liquidity risks.

Investment funds are valued at fair value. Fair values are generally determined utilizing the net asset value ("NAV") provided by, or on behalf of, the underlying investment managers of each investment fund, which is net of management and incentive fees or allocations charged by the investment fund and is in

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# Notes to Financial Statements continued

For the year ended December 31, 2021

## 2. Significant Accounting Policies (continued)

accordance with the “practical expedient”, as defined by U.S. GAAP. NAVs received by, or on behalf of, the underlying investment managers are based on the fair value of the investment funds’ underlying investments in accordance with policies established by each investment fund, as described in each of their financial statements and offering memorandum. The strategies of the underlying investment funds may include structured credit, global emerging markets, real estate, digital assets, regional markets, financial, middle market buy-out and litigation financing. The Investment Manager generally has limited access, if any, to specific information regarding the underlying non-affiliated investment managers’ portfolios and relies on NAVs provided by or on behalf of the underlying managers. The management agreements of non-related party investment funds provide for compensation to the underlying managers in the form of management and performance fees. The Partnership’s investments in investment funds are non-redeemable and distributions are made by the investment funds as underlying investments are monetized. It is expected that the underlying investments will be monetized over the next five years.

Investments in affiliated investment funds are recorded at fair value in accordance with the valuation policies discussed above. Investments in affiliated investment funds include certain of the Partnership’s investments in the equity and debt instruments of the special-purpose entities managed by the Investment Manager.

Certain of the Partnership’s investments are denominated in foreign currencies and thus, are subject to the risk associated with foreign currency fluctuations. These investments are translated into U.S. dollar amounts at the date of valuation. Purchases and sales of investments and income and expenses denominated in foreign currencies are translated in U.S. dollar amounts on the respective dates of such transactions. The Partnership does not isolate the portion of the results of operations resulting from changes in foreign exchange rates on investments, investments in affiliated investment funds and derivative contracts from the fluctuations arising from changes in market values of investments, investments in affiliated investment funds and derivative contracts. Such fluctuations are included within net realized gain/(loss) on securities, affiliated investment funds, derivative contracts and foreign currency translations and net change in unrealized gain/(loss) on securities, affiliated investment funds, derivative contracts and foreign currency translations in the Statements of Operations.

Fair value is defined as the price that the Partnership would receive to sell an asset or pay to transfer a liability in an orderly transaction between market participants at the measurement date. The disclosure requirements also establish a framework for measuring fair value, and a three-level hierarchy for fair value measurements based upon the transparency of inputs to the valuation of an asset or liability. The three-tier hierarchy of inputs is summarized below:

- Level 1 – Quoted prices available in active markets/exchanges for identical investments as of the reporting date. The types of assets and liabilities that are classified at this level generally include equity securities, futures and option contracts listed in active markets.
- Level 2 – Pricing inputs other than observable inputs including but not limited to prices quoted for similar assets or liabilities in active markets/exchanges or prices quoted for identical or similar assets

or liabilities in markets that are not active, and fair value is determined through the use of models or other valuation methodologies. The types of assets and liabilities that are classified at this level generally include equity securities traded on non-active exchanges or with certain restrictions in place, corporate, sovereign, assetbacked and bank debt securities, forward contracts and certain derivatives.

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## 2. Significant Accounting Policies (continued)

- Level 3 – Pricing inputs are unobservable due to little, if any, market activity and data. The inputs into determination of fair value require significant management judgment and estimation. The types of assets and liabilities that are classified at this level generally include certain corporate and bank debt, asset-backed securities, private investments, trade claims and certain derivatives.

Inputs refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk, for example, the risk inherent in a particular valuation technique used to measure fair value including a pricing model and/or the risk inherent in the inputs to the valuation technique. Inputs may be observable or unobservable.

Situations may arise when market quotations or valuations provided by external pricing vendors are available but the fair value may not represent current market conditions. In those cases, the Investment Manager may substitute valuations provided by external pricing vendors with multiple broker-dealer quotations.

In accordance with U.S. GAAP, the Partnership has not leveled positions valued using the practical expedient.

Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances.

In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, an investment's level within the fair value hierarchy is based on the lowest level of input that is significant to the fair value measurement. The Investment Manager's assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment, and considers factors specific to the investment.

The key inputs for corporate, government and sovereign bonds valuation are coupon frequency, coupon rate and underlying bond spread. The key inputs for asset-backed securities are yield, probability of default, loss severity and prepayment.

Key inputs for OTC valuation vary based on the type of underlying on which the contract was written. Please see below discussion by OTC type:

- The key inputs for most OTC option contracts include notional, strike price, maturity, payout structure, current foreign exchange forward and spot rates, current market price of underlying and volatility of underlying.
- The key inputs for most forward contracts include notional, maturity, forward rate, spot rate, various interest rate curves and discount factor.

- The key inputs for swap valuation will vary based on the type of underlying on which the contract was written. Generally, the key inputs for most swap contracts include notional, swap period, fixed rate, credit or interest rate curves, current market or spot price of the underlying and the volatility of the underlying.
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## Notes to Financial Statements continued

For the year ended December 31, 2021

### 2. Significant Accounting Policies (continued)

The following is a summary of the Partnership's assets and liabilities categorized by the inputs utilized to determine their fair value as of December 31, 2021:

#### Fair Value Measurements at December 31, 2021

	Quoted prices in active markets (Level 1) \$	Significant other observable inputs (Level 2) \$	Significant unobservable inputs (Level 3) \$	Total \$
<b>Asset</b>				
<b>Investments in Securities</b>				
Equity Securities	1,056,526,845	24,197,068	–	1,080,723,913
Asset-Backed Securities	–	233,666,480	4,136,692	237,803,172
Private Preferred Equity Securities	–	–	74,772,685	74,772,685
Private Common Equity Securities	–	–	8,744,477	8,744,477
Corporate Bonds	–	140,406,820	9,034,178	149,440,998
Bank Debt	–	2,025,469	3,768,450	5,793,919
Real Estate	–	–	8,440,476	8,440,476
Rights and Warrants	2,031,031	882,764	1,555,804	4,469,599
Sovereign Debt	–	–	532,782	532,782
Trade Claims	–	–	32,928	32,928
Option Contracts	99,510	8,515,592	–	8,615,102
<b>Derivatives Contracts (1)</b>				
Commodity Futures - Long Contracts	–	1,757,294	–	1,757,294
Contracts for Differences - Long Contracts	–	34,605,298	–	34,605,298
Contracts for Differences - Short Contracts	–	638,670	–	638,670
Credit Default Swaps - Protection Purchased	–	–	76,003	76,003
Futures - Short Contracts	–	49,194	–	49,194
Interest Rate Swaptions	–	9,102,513	–	9,102,513
Total Return Swaps - Long Contracts	–	100,754	–	100,754
Total Return Swaps - Short Contracts	–	214,752	–	214,752
<b>Subtotal</b>	<b>1,058,657,386</b>	<b>456,162,668</b>	<b>111,094,475</b>	<b>1,625,914,529</b>
<b>Investments Valued at NAV</b>	–	–	–	<b>44,157,282</b>
<b>Investments in Securities, Affiliated Investment Funds, and Derivative Contracts</b>	–	–	–	<b>1,670,071,811</b>

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**2. Significant Accounting Policies (continued)**

	Quoted prices in active markets (Level 1) \$	Significant other observable inputs (Level 2) \$	Significant unobservable inputs (Level 3) \$	Total \$
<b>Liabilities</b>				
Equity Securities	239,444,016	–	–	239,444,016
Corporate Bonds	–	921,528	–	921,528
Treasury Securities	–	48,061,582	–	48,061,582
Option Contracts	21,700	1,949,456	–	1,971,156
<b>Derivatives Contracts 1</b>				
Contracts for Differences - Long Contracts	–	449,045	–	449,045
Contracts for Differences - Short Contracts	–	2,524,213	–	2,524,213
Credit Default Swaps - Protection Sold	–	–	23,512	23,512
Foreign Currency Forward Contracts	–	287,342	–	287,342
Futures - Short Contracts	1,472,742	2,238	–	1,474,980
Total Return Swaps - Long Contracts	–	1,968	–	1,968
Total Return Swaps - Short Contracts	–	3,601,911	–	3,601,911
<b>Total Securities Sold, not yet Purchased and Derivative Contracts</b>	<b>240,938,458</b>	<b>57,799,283</b>	<b>23,512</b>	<b>298,761,253</b>

(1) Derivative Contracts are shown gross of any offsetting permitted under U.S. GAAP.

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## Notes to Financial Statements continued

For the year ended December 31, 2021

### 2. Significant Accounting Policies (continued)

The following is a summary of the Partnership's assets and liabilities categorized by the inputs utilized to determine their fair value as of December 31, 2020:

#### Fair Value Measurements at December 31, 2020

Asset	Quoted prices in active markets (Level 1) \$	Significant other observable inputs (Level 2) \$	Significant unobservable inputs (Level 3) \$	Total \$
<b>Investments in Securities</b>				
Equity Securities	1,561,157,438	82,720,162	–	1,643,877,600
Asset-Backed Securities	–	210,967,953	16,360,664	227,328,617
Corporate Bonds	–	171,991,033	10,111,968	182,103,001
Private Preferred Equity Securities	–	–	78,715,431	78,715,431
Private Common Equity Securities	–	–	4,894,278	4,894,278
Bank Debt	–	3,308,417	–	3,308,417
Real Estate	–	–	6,489,006	6,489,006
Rights and Warrants	2,948,137	–	1,905,826	4,853,963
Sovereign Debt	–	–	140,903	140,903
Trade Claims	–	–	55,904	55,904
Option Contracts	–	14,030,787	–	14,030,787
<b>Derivatives Contracts<sup>(1)</sup></b>				
Commodity Options – Long Contracts	–	49,800	–	49,800
Contracts for Differences – Long Contracts	–	23,655,348	–	23,655,348
Contracts for Differences – Short Contracts	–	1,853,073	–	1,853,073
Credit Default Swaps – Protection Purchased	–	–	108,942	108,942
Foreign Currency Forward Contracts	–	62,776	–	62,776
Interest Rate Swaptions	–	8,559,345	–	8,559,345
Total Return Swaps – Short Contracts	–	2,688,713	–	2,688,713
<b>Subtotal</b>	<b>1,564,105,575</b>	<b>519,887,407</b>	<b>118,782,922</b>	<b>2,202,775,904</b>
<b>Investments Valued at NAV</b>	<b>–</b>	<b>–</b>	<b>–</b>	<b>35,122,123</b>
<b>Investments in Securities, Affiliated Investment Funds, and Derivative Contracts</b>	<b>–</b>	<b>–</b>	<b>–</b>	<b>2,237,898,027</b>

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**2. Significant Accounting Policies (continued)**

	Quoted prices in active markets (Level 1) \$	Significant other observable inputs (Level 2) \$	Significant unobservable inputs (Level 3) \$	Total \$
<b>Liabilities</b>				
Equity Securities	137,256,341	–	–	137,256,341
Corporate Bonds	–	7,528,822	–	7,528,822
Treasury Securities	–	34,065,099	–	34,065,099
Option Contracts	–	4,128,635	–	4,128,635
<b>Derivatives Contracts<sup>(1)</sup></b>				
Commodity Futures – Long Contracts	1,029,840	–	–	1,029,840
Contracts for Differences – Long Contracts	–	1,744,334	–	1,744,334
Contracts for Differences – Short Contracts	–	4,885,866	–	4,885,866
Credit Default Swaps – Protection Sold	–	–	24,317	24,317
Foreign Currency Forward Contracts	–	510,441	–	510,441
Index Futures – Short Contracts	3,064,224	–	–	3,064,224
Total Return Swaps – Long Contracts	–	688,605	–	688,605
Total Return Swaps – Short Contracts	–	11,756,177	–	11,756,177
<b>Total Securities Sold, not yet Purchased and Derivative Contracts</b>	<b>141,350,405</b>	<b>65,307,979</b>	<b>24,317</b>	<b>206,682,701</b>

(1) Derivative investments are shown gross of any offsetting permitted under U.S. GAAP.

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## Notes to Financial Statements continued

For the year ended December 31, 2021

### 2. Significant Accounting Policies (continued)

The following is a summary of the Partnership's assets and liabilities categorized by the inputs utilized to determine their fair value as of December 31, 2019:

#### Fair Value Measurements at December 31, 2019

	Quoted prices in active markets (Level 1) \$	Significant other observable inputs (Level 2) \$	Significant unobservable inputs (Level 3) \$	Total \$
<b>Assets</b>				
<b>Investment in Securities</b>				
Equity Securities	1,224,427,162	–	–	1,224,427,162
Asset-Backed Securities	–	152,886,387	7,396,589	160,282,976
Corporate Bonds	–	86,103,336	8,877,247	94,980,583
Private Preferred Equity Securities	–	–	88,225,915	88,225,915
Private Common Equity Securities	–	1,315,392	4,820,967	6,136,359
Bank Debt	–	14,118,453	–	14,118,453
Real Estate	–	–	5,754,766	5,754,766
Rights and Warrants	673,294	2,427,363	2,484,469	5,585,126
Sovereign Debt	–	1,496,773	–	1,496,773
Trade Claims	–	122,716	–	122,716
<b>Derivatives<sup>(1)</sup></b>				
Contracts for Differences – Long Contracts	–	12,900,851	–	12,900,851
Contracts for Differences – Short Contracts	–	1,494,804	–	1,494,804
Credit Default Swaps – Protection Purchased	–	–	94,357	94,357
Credit Default Swaps – Protection Sold	–	–	127	127
Foreign Currency Forward Contracts	–	973,649	–	973,649
Foreign Currency Options – Purchased	–	206,803	–	206,803
Index Futures – Short Contracts	175,834	–	–	175,834
Interest Rate Swaptions	–	2,336,283	–	2,336,283
Total Return Swaps – Long Contracts	–	3,666,622	–	3,666,622
Total Return Swaps – Short Contracts	–	11,252	–	11,252
<b>Subtotal</b>	<b>1,225,276,290</b>	<b>280,060,684</b>	<b>117,654,437</b>	<b>1,622,991,411</b>
<b>Investments valued at NAV</b>				<b>19,400,637</b>
<b>Investments in Securities, Affiliated Investment Funds, and Derivative Contracts</b>				<b>1,642,392,048</b>

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**2. Significant Accounting Policies (continued)**

	Quoted prices in active markets (Level 1) \$	Significant other observable inputs (Level 2) \$	Significant unobservable inputs (Level 3) \$	Total \$
<b>Liabilities</b>				
Equity Securities	279,241,390	–	–	279,241,390
Corporate Bonds	–	3,412,818	–	3,412,818
Options	31,405	1,025,283	–	1,056,688
<b>Derivatives<sup>(1)</sup></b>				
Contracts for Differences – Long Contracts	–	1,539,933	–	1,539,933
Contracts for Differences – Short Contracts	–	7,298,793	–	7,298,793
Credit Default Swaps – Protection Sold	–	–	23,943	23,943
Foreign Currency Forward Contracts	–	2,137,805	–	2,137,805
Index Futures – Short Contracts	954,836	–	–	954,836
Total Return Swaps – Long Contracts	–	3,122,415	–	3,122,415
Total Return Swaps – Short Contracts	–	4,204,301	–	4,204,301
<b>Total Securities Sold, not yet Purchased and Derivative Contracts</b>	<b>280,227,631</b>	<b>22,741,348</b>	<b>23,943</b>	<b>302,992,922</b>

(1) Derivative contracts are shown gross of any offsetting permitted under U.S. GAAP.

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## Notes to Financial Statements continued

For the year ended December 31, 2021

### 2. Significant Accounting Policies (continued)

The following table is a reconciliation of assets and liabilities the Partnership held during the year ended December 31, 2021 at fair value using significant unobservable inputs (Level 3):

#### Fair Value Measurements using Significant Unobservable Inputs (Level 3)

	Balance at December 31, 2020	Transfers into (out of) Level 3 \$	Purchases \$	Sales/ Proceeds \$	Net realized and change in unrealized gains (losses) <sup>(1)</sup>	Balance at December 31, 2021 \$
<b>Assets</b>						
Asset-Backed Securities	16,360,664	(14,519,683)	6,112,866	(3,000,342)	(816,813)	4,136,692
Corporate Bonds	10,111,968	(1,258,092)	4,338,959	(8,518,382)	4,359,725	9,034,178
Private Preferred Equity Securities	78,715,431	(55,872,443)	82,012,322	(36,008,007)	5,925,382	74,772,685
Private Common Equity Securities	4,894,278	(4,561,334)	8,645,195	(4,758,574)	4,524,912	8,744,477
Bank Debt	—	—	7,314,475	(1,140,235)	(2,405,790)	3,768,450
Real Estate	6,489,006	—	996,039	—	955,431	8,440,476
Rights and Warrants	1,905,826	—	216,312	(780,378)	214,044	1,555,804
Sovereign Debt	140,903	—	—	—	391,879	532,782
Trade Claims	55,904	—	1,297	(20,240)	(4,033)	32,928
Credit Default Swaps – Protection Purchased	108,942	—	—	64,126	(97,065)	76,003
<b>Total Assets</b>	<b>118,782,922</b>	<b>(76,211,552)</b>	<b>109,637,465</b>	<b>(54,162,032)</b>	<b>13,047,672</b>	<b>111,094,475</b>
<b>Liabilities</b>						
Credit Default Swaps – Protection Sold	(24,317)	—	—	(567)	1,372	(23,512)
<b>Total Liabilities</b>	<b>(24,317)</b>	<b>—</b>	<b>—</b>	<b>(567)</b>	<b>1,372</b>	<b>(23,512)</b>

**Total change in unrealized gain/(loss) on fair valued assets using significant unobservable inputs  
(Level 3) still held at December 31, 2021** 10,467,381

(1) Net realized and change in unrealized gain/(loss) recorded on Level 3 financial instruments are included in net realized and change in unrealized gain/(loss) from investment transactions in the Statements of Operations.

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**2. Significant Accounting Policies (continued)**

The following table is a reconciliation of assets and liabilities the Partnership held during the year ended December 31, 2020 at fair value using significant unobservable inputs (Level 3):

**Fair Value Measurements using Significant Unobservable Inputs (Level 3)**

	Balance at December 31, 2019 \$	Transfers into (out of) Level 3 \$	Purchases \$	Sales/ Proceeds \$	Net realized and change in unrealized gains (losses) <sup>(1)</sup> \$	Balance at December 31, 2020 \$
<b>Assets</b>						
Credit Default Swaps – Protection Sold	127	–	–	–	(127)	–
Private Common Equity Securities	4,820,967	(920,935)	212,715	(5,870,925)	6,652,456	4,894,278
Asset-Backed Securities	7,396,589	(2,156,823)	14,702,283	(2,177,659)	(1,403,726)	16,360,664
Private Preferred Equity Securities	88,225,915	(13,916,788)	96,246	(4,401,908)	8,711,966	78,715,431
Rights and Warrants	2,484,469	–	45,387	(164,555)	(459,475)	1,905,826
Real Estate	5,754,766	–	1,863,497	–	(1,129,257)	6,489,006
Bank Debt	–	–	–	–	–	–
Corporate Bonds	8,877,247	–	7,528,383	(851,224)	(5,442,438)	10,111,968
Credit Default Swaps – Protection Purchased	94,357	–	–	(1,235)	15,820	108,942
Sovereign Debt	–	1,443,091	–	–	(1,302,188)	140,903
Trade Claims	–	122,716	–	(17,953)	(48,859)	55,904
<b>Total Assets</b>	<b>117,654,437</b>	<b>(15,428,739)</b>	<b>24,448,511</b>	<b>(13,485,459)</b>	<b>5,594,172</b>	<b>118,782,922</b>
<b>Liabilities</b>						
Credit Default Swaps – Protection Sold	(23,943)	–	–	1,626	(2,000)	(24,317)
<b>Total Liabilities</b>	<b>(23,943)</b>	<b>–</b>	<b>–</b>	<b>1,626</b>	<b>(2,000)</b>	<b>(24,317)</b>
<b>Total change in unrealized gain on fair valued assets using significant unobservable inputs (Level 3) still held at December 31, 2020</b>						<b>3,982,446</b>

(1) Net realized and change in unrealized gain/(loss) recorded on Level 3 financial instruments are included in net realized and change in unrealized gain/(loss) from investment transactions in the Statements of Operations.

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## Notes to Financial Statements continued

For the year ended December 31, 2021

### 2. Significant Accounting Policies (continued)

The following table is a reconciliation of assets and liabilities the Partnership held during the year ended December 31, 2019 at fair value using significant unobservable inputs (Level 3):

#### Fair Value Measurements using Significant Unobservable Inputs (Level 3)

	Balance at December 31, 2018 \$	Transfers into (out of) Level 3 \$	Purchases \$	Sales/ Proceeds \$	Net realized and change in unrealized gains (losses) <sup>(1)</sup> \$	Balance at December 31, 2019 \$
<b>Assets</b>						
Asset-Backed Securities	18,111,628	5,665,314	26,706,176	(41,063,453)	(2,023,076)	7,396,589
Corporate Bonds	12,677,566	–	3,509,939	(7,526,569)	216,311	8,877,247
Private Preferred Equity Securities	106,472,993	–	10,402,772	(37,674,974)	9,025,124	88,225,915
Private Common Equity Securities	5,208,460	4,440,876	15,367,207	(1,752,912)	(18,442,664)	4,820,967
Bank Debt	592,167	–	–	(575,801)	(16,366)	–
Real Estate	5,503,613	–	4,147,655	(3,474,901)	(421,601)	5,754,766
Rights and Warrants	714,364	–	3,666,224	(1,598,488)	(297,631)	2,484,469
Sovereign Debt	4,424,587	(1,443,091)	259,006	(1,239,092)	(2,001,410)	–
Credit Default Swaps – Protection Purchased	8,593,360	–	–	(5,749,652)	(2,749,351)	94,357
Credit Default Swaps – Protection Sold	(1,442,314)	–	–	–	1,442,441	127
Municipal Bonds	499,500	–	–	(499,500)	–	–
<b>Total Assets</b>	<b>161,355,924</b>	<b>8,663,099</b>	<b>64,058,979</b>	<b>(101,155,342)</b>	<b>(15,268,223)</b>	<b>117,654,437</b>
<b>Liabilities</b>						
Credit Default Swaps – Protection Purchased	(8,868)	–	–	86,142	(77,274)	–
Credit Default Swaps – Protection Sold	–	–	–	(18,348)	(5,595)	(23,943)
<b>Total Liabilities</b>	<b>(8,868)</b>	<b>–</b>	<b>–</b>	<b>67,794</b>	<b>(82,869)</b>	<b>(23,943)</b>
<b>Total change in unrealized gain on fair valued assets using significant unobservable inputs (Level 3) still held at December 31, 2019</b>						<b>(7,868,092)</b>

(1) Net realized and change in unrealized gain/(loss) recorded on Level 3 financial instruments are included in net realized and change in unrealized gain/(loss) from investment transactions in the Statements of Operations.

For assets and liabilities that were transferred into Level 3 during the year, gains/(losses) are presented as if the assets or liabilities had been transferred into Level 3 at the beginning of the year; similarly, for assets and liabilities that were transferred out of Level 3 during the year, gains/(losses) are presented as if the assets or liabilities had been transferred out at the beginning of the year. During the years ended December 31, 2021, December 31, 2020 and December 31, 2019, assets were transferred into Level 3 due to a lack of observable inputs while assets were transferred out due to additional observable inputs.

Assets and liabilities of the Partnership fair valued using significant unobservable inputs (Level 3) include

Assets and liabilities of the Partnership fair valued using significant unobservable inputs (level 3) include investments fair valued by the Investment Manager, previously discussed in Note 2, but are not limited to such investments.

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**2. Significant Accounting Policies (continued)**

The following table summarizes information about the significant unobservable inputs used in determining the fair value of the Level 3 assets held by the Partnership. Level 3 investments not presented in the table below generally do not have any significant unobservable inputs to disclose, as they are valued primarily using latest rounds of financing and third party pricing information. Level 3 investments that have not been presented in the table below consist of investments which have been fair valued using inputs derived from latest rounds of financing and third party pricing information such as broker quotes without significant adjustment, in the amounts of \$75,679,367 (2020: \$75,648,268, 2019: \$50,802,415) and \$8,523,343 (2020: \$17,709,756, 2019: \$7,767,003), respectively.

<b>December 31, 2021</b>	<b>Fair Value \$</b>	<b>Valuation Techniques</b>	<b>Unobservable Input</b>	<b>Range</b>	<b>Weighted Average</b>
Private Equity Securities	8,551,301	Market Approach	Discount	15%	15.0%
			Time to exit	0.25-2 years	1.00
			Multiples	1.5-12.5x	5.6x
Real Estate and Real Estate as collateral for Corporate Bonds	16,767,948	Discounted Cash Flow	Discount	8.25-27.0%	17.6%
			Capitalization Rate	6.5-10.0%	8.0%
Rights and Warrants	1,549,004	Discounted Cash Flow	Discount	5.5-18%	11.8%
			Time to exit	.25-1.75 years	1.00
			Multiples	1.2-2x	1.6
<b>December 31, 2020</b>					
Private Equity Investments	14,075,274	Market Approach	Discount	6-25%	12%
			Time to exit	.5-13 years	3.85 years
			Multiples	4.25-12.5x	7.20x
Real Estate	6,489,006	Discounted Cash Flow	Discount	9-10%	9.5%
			Capitalization Rate	6.75%	6.75%
Rights and Warrants	1,903,734	Discounted Cash Flow	Discount	6.5-16%	11.25%
			Time to exit	.5-2 years	1.25 years
			Multiples	1.8-2.5x	2.15x
Corporate Bonds	2,932,567	Discounted Cash Flow	Discount	10.0%-12.0%	11.0%
			Time to exit	3 years	3 years
			Multiples	10.5-12.5x	11.5x

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## Notes to Financial Statements continued

For the year ended December 31, 2021

### 2. Significant Accounting Policies (continued)

December 31, 2019	Fair Value \$	Valuation Techniques	Unobservable Input	Range
Private Equity Investments	50,261,168	Market Approach	Volatility	35-50%
			Discount	5.5-30.0%
			Time to exit	0.75-4 years
			Multiples	2.5-15.5x
Real Estate	5,754,766	Discounted Cash Flow	Discount	8.25-9.5%
			Capitalization Rate	6.75
Rights and Warrants	2,477,885	Discounted Cash Flow	Volatility	50-60%
			Discount	11.0-13.0%
			Time to exit	1.25-2.75 years
			Multiples	1.9-2.3x
Corporate Bonds	867,257	Discounted Cash Flow	Discount	9.0-15.0%
			Multiples	12.75-14.75x
			Time to exit	1 year

All of the Partnership's cash was held with major U.S. financial institutions, of which a majority was held with one institution. At times, cash may be in excess of federally insured limits.

### 3. Administration Fee

The Partnership has entered into an administrative services agreement with the Administrator. In accordance with the terms of this agreement, the Administrator provides certain specified fund accounting and administration, trade support and transfer agent services. For the year ended December 31, 2021, the Administrator received a fee of \$971,397 (2020: \$659,375, 2019: \$897,568).

### 4. Due from/to Brokers

The Partnership holds substantially all of its investments through its prime brokers (Goldman Sachs, JPMorgan, Citi, UBS, Bank of America Merrill Lynch, Barclays, Morgan Stanley) pursuant to various agreements between the Partnership and each prime broker. The brokerage arrangements differ from broker to broker, but generally cash and investments in securities balances are available as collateral against securities sold, not yet purchased and derivative positions, if required. As of December 31, 2021, December 31, 2020 and December 31, 2019, the Partnership's due from/to brokers were comprised of the following.

	As of December 31, 2021 \$	As of December 31, 2020 \$	As of December 31, 2019 \$
<b>Due from Brokers</b>			
Cash held at brokers	279,079,785	119,707,014	144,393,247
Receivable from unsettled trades	244,890,950	4,879,522	18,288,978
<b>Total due from brokers</b>	<b>523,970,735</b>	<b>124,586,536</b>	<b>162,682,225</b>

**Due to Brokers**

Borrowing from prime brokers	392,166,327	846,979,614	414,334,734
Payable from unsettled trades	101,463,831	47,024,700	12,277,485
<b>Total due to brokers</b>	<b>493,630,158</b>	<b>894,004,314</b>	<b>426,612,219</b>

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#### 4. Due from/to Brokers (continued)

Margin interest was paid either at the daily broker call rate or based on the applicable reference rate.

Due from/to brokers include cash balances maintained with the Partnership's prime brokers, receivables and payables from unsettled trades and proceeds from securities sold, not yet purchased. In addition, due from/to brokers includes cash collateral received and posted from OTC and repurchase agreement counterparties. Such cash collateral amounts may be restricted to use. At December 31, 2021, the Partnership's due from/to brokers includes a total non-U.S. net payable currency balance of \$37,239,309 (2020: \$37,840,088, 2019: \$64,991,174).

#### 5. Allocation of Net Income or Net Loss

In accordance with the provisions of the Agreement, net income or net loss of the Partnership is allocated to the general capital account of each partner in proportion to their respective general capital accounts. The liability of a limited partner is limited to the amount of capital contributions made by such limited partner.

Net income or net loss is allocated each fiscal period, as defined in the Agreement, or at other times during the fiscal year when the General Partner permits capital contributions and withdrawals. A partner's percentage ownership of the Partnership will increase whenever another partner withdraws capital and will decrease when another partner contributes capital. At all times, the General Partner maintains its capital account at a level equal to at least 10% of the aggregate of all Partners' capital accounts. Therefore, the allocation of net income and net loss may vary among partners based upon the timing of capital transactions throughout the period.

The Partnership may invest, directly or indirectly, in equity securities in initial public offerings deemed "new issues" under Rule 5130 of the Financial Industry Regulatory Authority ("FINRA") Consolidated Rulebook. "New issues" are defined as any initial public offering of an equity, regardless of whether such security is trading at a premium in the secondary market. FINRA members generally may not sell "new issues" to an account, in which certain persons or entities designated as restricted persons have beneficial interest. Gains and losses from "new issues" are allocated primarily to those partners who are deemed to be unrestricted by the General Partner and up to 10% can be allocated to restricted partners.

The General Partner receives an incentive allocation equal to 20% of the net profit allocated to each limited partner, as defined in the Agreement (the "Full Incentive Allocation"). For the year ended December 31, 2020 profits from the performance of certain fixed income and other investments held directly by Third Point Reinsurance Company Ltd. and Third Point Reinsurance (USA) Ltd were included when calculating the incentive allocation attributable to those entities and included in the total incentive allocation received by the General Partner. The General Partner, in its sole discretion, may elect to reduce, waive or calculate differently the Full Incentive Allocation of any limited partners. For the year ended December 31, 2021, the General Partner received an incentive allocation of \$74,361,163 (2020: \$65,278,382, 2019: \$2,380,674).

Unless waived by the General Partner, withdrawals are permitted as of any calendar month end or at certain intra-month withdrawal dates in accordance with the Agreement.

## **6. Related Party Transactions**

On August 30, 2018, Third Point Reinsurance Company Ltd. and Third Point Reinsurance (USA) Ltd. (the "Companies") entered into a Participation Agreement (the "Participation Agreement") with the Partnership pursuant to which the Companies granted to the Partnership all of the rights,

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## Notes to Financial Statements continued

For the year ended December 31, 2021

### 6. Related Party Transactions (continued)

benefits, liabilities, duties and obligations of all their assets and liabilities other than certain Collateral Assets (the "Net Investment Assets") that had not yet been transferred to the Partnership pursuant to their respective subscription agreements as of the effective date. For the Net Investment Assets that were not transferred on September 3, 2018, the Companies received limited partnership interests in exchange for transferring the rights, benefits, liabilities, duties and obligations for those Net Investment Assets under the Participation Agreement. At December 31, 2018, the Companies were obligated to transfer the remaining \$5,048,191 of remaining receivable of Net Investment Assets not yet transferred, which were reflected in the Participation Agreement with related party in the Statements of Financial Condition. During the year ended December 31, 2019, the Companies transferred such remaining Net Investment Assets to the Partnership, which ended the Participation Agreement. For the year ended December 31, 2019, the Partnership recorded income of \$2,610 associated with the fluctuations in Net Investment Assets subject to the Participation Agreement in the Statements of Operations.

As of December 31, 2021, SiriusPoint Bermuda Insurance Company Ltd. (f/k/a Third Point Reinsurance Company Ltd.) and Sirius Re Holdings, Inc. had capital balances in the Partnership of \$853,236,356 and \$25,000,000, respectively. During the year ended December 31, 2021 Third Point Reinsurance (USA) Ltd transferred all of its remaining capital in the Partnership to affiliated entities. As of December 31, 2020 Third Point Reinsurance Company Ltd. and Third Point Reinsurance (USA) Ltd had capital balances of \$963,990,940 and \$91,626,807, respectively (2019: \$837,472,367 and \$23,158,356).

Pursuant to the investment management agreement, the Partnership pays the Investment Manager a management fee equal to 1.25% per annum of the Partnership's aggregate net assets, before accrued incentive allocation, multiplied by an exposure multiplier. The exposure multiplier is computed by dividing the average of the daily investment exposure leverage of the Partnership by the average of the daily investment exposure leverage of Third Point Offshore Master Fund L.P., which is also managed by the Investment Manager. The Agreement was amended so that as of February 25, 2021 the exposure multiplier is no longer applied in the calculation of the management fee. The Investment Manager, in its sole discretion, may elect to reduce, waive, or calculate differently the management fee with respect to partners, members, employees, affiliates or other related investors of the Investment Manager of the General Partner. For the year ended December 31, 2021, the management fee was \$16,723,958 (2020: \$14,520,576, 2019: \$17,174,368), of which \$155,869 (2020: \$176,911, 2019: \$256,335) was payable at December 31, 2021.

As set forth in the Agreement, certain fees including closing, directors', or break-up fees paid to the Investment Manager or its affiliates as a result of the Partnership's investments will be treated as an offset against the Partnership's management fee. For the year ended December 31, 2021, there were no such fees treated as an offset against the management fee (2020: \$0, 2019: \$90,166).

As of December 31, 2021, the Partnership had a balance of \$1,327 (2020: \$161,569, 2019: \$1,708) due to the Investment Manager. In accordance with the Agreement, this amount is related to professional, research, and other fees paid by the Investment Manager on behalf of the Partnership and is included in accrued expenses in the Statements of Financial Condition. For the year ended December

31, 2021, the Investment Manager paid \$155,234 (2020: \$170,632, 2019: \$154,139) of expenses on behalf of the Partnership, which are included in administrative and professional fees, research fees, and other expenses in the Statements of Operations. The amounts are non-interest bearing and have been reimbursed by the Partnership.

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**6. Related Party Transactions (continued)**

The Partnership, along with affiliated funds managed by the Investment Manager, holds certain investments through special purpose vehicles ("SPVs") either through a debt or equity investment in the SPV or where the SPV acts as a nominee on behalf of the Partnership. These SPVs, which are managed by the Investment Manager or its affiliates, generally maintain the same accounting policies as the Partnership, including the Partnership's valuation policy, as described in Note 2. The following tables describe each relevant SPV, along with the Partnership's pro-rata share of the fair value of the underlying investments held by such SPV and the associated and gains/(losses).

**December 31, 2021**

Name	Nature of Interests in SPV	Fair value of Partnership's pro-rata interest in underlying investments of SPV entity <sup>(1)</sup> \$	Partnership's pro-rata interest in SPV entity's gains, losses from investments <sup>(1)</sup> \$	Description of Investments Held
Cloudbreak Aggregator LP <sup>(2)</sup>	Equity	—	(4,188,704)	See Footnote Below
Third Point Digital Assets LLC	Equity	148,220	1,105,476	Digital Assets
Third Point Loan LLC	Nominee <sup>(3)</sup>	34,427,111	(42,159,081)	Equity and Debt Investments
Third Point Ventures LLC	Nominee <sup>(3)</sup>	150,738,909	308,265,009	Equity and Debt Investments
TP DR Holdings LLC <sup>(4)</sup>	Equity	—	—	Real Estate
	Debt	4,683,204	4,674,204	Real Estate
TP Lux HoldCo LP <sup>(5)</sup>	Equity	7,033,129	593,725	Debt Investments
TP Trading II LLC	Equity	18,834,048	7,302,734	Equity and Debt Investments
Ventures Entities <sup>(6)</sup>	Equity	21,479,999	1,118,967	Real Estate and Equity Investments

**December 31, 2020**

Name	Nature of Interests in SPV	Fair value of Partnership's pro-rata interest in underlying investments of SPV entity <sup>(1)</sup> \$	Partnership's pro-rata interest in SPV entity's gains, losses from investments <sup>(1)</sup> \$	Description of Investments Held
Cloudbreak Aggregator LP <sup>(2)</sup>	Equity	10,471,760	(2,767,187)	See Footnote Below
Third Point Loan LLC	Nominee <sup>(3)</sup>	71,535,901	9,581,090	Debt Investments
Third Point Ventures LLC	Nominee <sup>(3)</sup>	119,399,720	(20,829,855)	Private Investments
TP DR Holdings LLC <sup>(4)</sup>	Equity	—	(3,752,673)	Real Estate
	Debt	2,060,570	(2,008,583)	Real Estate
TP Lux HoldCo LP <sup>(5)</sup>	Equity	191,732	(13,664)	European Debt and Equity Investments

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TP Trading II LLC	Equity	3,206,723	962,960	Healthcare
Ventures Entities <sup>(d)</sup>	Equity	6,489,004	(1,129,257)	Real Estate and Equity Investments

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## Notes to Financial Statements continued

For the year ended December 31, 2021

### 6. Related Party Transactions (continued)

December 31, 2019

Name	Nature of Interests in SPV	Fair value of Partnership's pro-rata interest in underlying investments of SPV entity <sup>(1)</sup> \$	Partnership's pro-rata interest in SPV entity's gains, losses from investments <sup>(1)</sup> \$	Description of Investments Held
Cloudbreak Aggregator LP <sup>(2)</sup>	Equity	5,759,911	2,490,361	See Footnote Below
Third Point Loan LLC	Nominee <sup>(3)</sup>	59,813,861	(11,444,090)	Debt Investments
Third Point Ventures LLC	Nominee <sup>(3)</sup>	75,336,823	13,915,611	Private Investments
TP DR Holdings LLC <sup>(4)</sup>	Equity	3,752,673	575,529	Real Estate
	Debt	7,636,462	870,406	Real Estate
TP Lux HoldCo LP <sup>(5)</sup>	Equity	186,430	(50,590)	European Debt and Equity Investments
TP Trading II LLC	Equity	2,243,773	780,575	Healthcare
Ventures Entities <sup>(6)</sup>	Equity	5,754,766	132,077	Real Estate and Equity Investments

(1) For financial reporting purposes, with the exception of TP Lux HoldCo LP which is included Investments in affiliated investment funds in the Condensed Schedules of Investments and TP DR Holdings LLC ("TP DR"), the Partnership's pro-rata interests in the investments held by the SPVs and the related gains, losses, income and expense of the SPVs are reflected on a look through basis in the Statements of Financial Condition, the Condensed Schedules of Investments and the Statements of Operations. The Partnership's interests in TP Lux HoldCo LP and TP DR are recorded at their respective NAVs as described in Note 2.

(2) The primary purpose of this entity was to invest in Far Point LLC, the sponsor of Far Point Acquisition Corporation ("FPAC"), which was an affiliate of the Investment Manager. FPAC was a New York Stock Exchange listed special purpose acquisition company that merged with Global Blue Group Holding AG during 2020. Cloudbreak Aggregator LP committed to purchase shares of the FPAC Class A common stock in a private placement that closed simultaneously with the closing of the FPAC's Initial Business Combination (the "Back Stop"). The Partnership's maximum Back Stop commitment amount at December 31, 2019 was \$49,672,625. During the year ended December 31, 2020, FPAC completed its business combination and accordingly does not have any further commitment related to it.

(3) The Nominees have appointed the Investment Manager as their true and lawful agent and attorney.

(4) TP DR's principal objective is to own, develop and manage properties in the Dominican Republic. In addition to the Partnership's debt and equity investment in TP DR, the Partnership held a debt investment valued at \$3,644,268 (2020: \$6,274,514, 2019: \$0) in a subsidiary of TP DR secured by the underlying properties.

(5) TP Lux HoldCo LP is included in investments in affiliated investment funds and holds its investments through an investment in TP Lux HoldCo S.a.r.l.

(6) The Partnership holds equity interests in Venture Two Holdings LLC, Venture Three Holdings LLC, Venture Four Holdings LLC, Venture Ten Holdings LLC, and Venture Eleven Holdings LLC and sold out of equity interests in Venture Five Holdings LLC and Ventures Six Holdings LLC (collectively, the "Ventures Entities").

The Partnership is a limited partner in Third Point Hellenic Recovery U.S. Feeder Fund, L.P. (the "Hellenic Fund"), which is an affiliate of the Investment Manager. The Hellenic Fund was formed as a limited partnership under the laws of the Cayman Islands and invests in and holds debt and equity interests in Greek and Cypriot companies. The Partnership committed \$13,578,963 to the Hellenic Fund (2020: \$12,731,074, 2019: \$12,970,440), of which \$10,704 was called and \$3,166,302 was distributed (2020: \$950,054 was distributed, 2019: \$15,584 called and \$1,337,753 was distributed) during the year ended December 31, 2021. During the year ended December 31, 2021, the Partnership recorded

\$978,388 of gains (2020:\$1,685,723 of losses, 2019: \$3,801,644 of gains) related to its investment in the Hellenic Fund which is reflected in the Statements of Operations. As of December 31, 2021, the Partnership's remaining unfunded commitment to the Hellenic Fund was \$4,014,374 (2020: \$3,774,415, 2019: \$3,845,381). As of December 31, 2021, the estimated fair value of the investment in the Hellenic Fund was \$3,833,254 (2020: \$5,796,749, 2019: \$8,470,792), which is included in

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### 6. Related Party Transactions (continued)

investments in affiliated investment funds. The valuation policy with respect to this investment in a limited partnership is further described in Note 2. No separate fees are charged by the Hellenic Fund with respect to the Partnership's investment.

The Partnership is a limited partner in Third Point Structured Credit Opportunities Offshore Fund LP (the "Structured Credit Fund"), which is an affiliate of the Investment Manager. The Structured Credit Fund was formed as a limited partnership under the laws of the Cayman Islands and invests in and holds asset backed securities and other credit investments. The Partnership invested \$25,000,000 in the Structured Credit Fund during 2020 and the estimated fair value of its investment as of December 31, 2021 was \$32,295,000 (2020: \$27,681,475), which is included in investments in affiliated investment funds. During the year ended December 31, 2021, the Partnership recorded \$4,613,525 of gains (2020: \$2,681,475 of gains) related to its investment in the Structured Credit Fund which is reflected in the Statements of Operations. As of December 31, 2021, through its investment in the Structured Credit Fund, the Partnership holds an additional investment in Pacific Gas & Electric Co, 8/16/2023, 5.5% with a fair value of \$1,301,346 (2020: \$1,369,764) and cost of \$1,124,953 (2020: \$1,115,080), representing 0.13% (2020: 0.11%) of Partners' Capital. The valuation policy with respect to this investment in a limited partnership is further described in Note 2. No separate fees are charged by the Structured Credit Fund with respect to the Partnership's investment.

The Investment Manager, on behalf of the Partnership and other funds that it manages, has entered into an agreement with TCM CRE Special Situations, LLC ("TSO") in connection with TSO's management of real property, which the Partnership owns as a result of foreclosures on underlying debts held in the Partnership's ABS portfolio in the ordinary course of business. Pursuant to the agreement with TSO, the Partnership paid \$12,894 (2020: \$13,534, 2019: \$168,844) to TSO during the year ended December 31, 2021. Upon the eventual disposition of the real property, the Partnership may be obligated to pay up to an additional \$147,630 (2020: \$145,127, 2019: \$146,599), provided that certain return hurdles on the real property are met. The real properties are held in SPVs as described above. The sole owner of TSO is also the indirect partial owner of Trawler Capital Management LLC ("TCM"), a SEC-registered investment adviser specializing in commercial real estate debt investments. While the beneficial owner of the Investment Manager has an ownership stake in TCM, it does not have any interests in TSO.

The Partnership enters into rebalancing trades throughout the year to maintain, to the extent practicable, parity in its portfolio composition with certain affiliated funds that employ substantially the same investment strategy. The Investment Manager takes into account various factors including account leverage, investment restrictions and tax considerations when executing such transactions. As certain investments held by the Partnership cannot be traded in a timely and efficient manner on the open market (e.g., private investments), the Investment Manager may effect cross-transactions between the Partnership and affiliated funds, either directly or within a SPV, to facilitate the rebalancing. Such transactions are effected at fair value, as determined by the Investment Manager, in accordance with its valuation policy as described in Note 2.

### 7. Financial Instruments with Off-Balance Sheet Risk or Concentrations of Credit Risk

In the normal course of its business, the Partnership trades various financial instruments and engages in various investment activities with off-balance sheet risk. These financial instruments include securities sold, not yet purchased, forwards, futures, options, swaptions, swaps and contracts for differences. Generally, these financial instruments represent future commitments to purchase or sell other financial instruments at specific terms at specified future dates. Each of these financial instruments contains varying degrees of

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# Notes to Financial Statements continued

For the year ended December 31, 2021

## 7. Financial Instruments with Off-Balance Sheet Risk or Concentrations of Credit Risk (continued)

off-balance sheet risk whereby changes in the fair values of the securities underlying the financial instruments or fluctuations in interest rates and index values may exceed the amounts recognized in the Statements of Financial Condition.

Securities sold, not yet purchased are recorded as liabilities in the Statements of Financial Condition and have market risk to the extent that the Partnership, in satisfying its obligations, may have to purchase securities at a higher value than that recorded in the Statements of Financial Condition. The Partnership's investments in securities and amounts due from brokers are partially restricted until the Partnership satisfies the obligation to deliver securities sold, not yet purchased.

Forward and future contracts are a commitment to purchase or sell financial instruments, currencies or commodities at a future date at a negotiated rate. Forward and future contracts expose the Partnership to market risks to the extent that adverse changes occur to the underlying financial instruments such as currency rates or equity index fluctuations.

Option contracts give the purchaser the right but not the obligation to purchase or sell to the option writer financial instruments, or currencies within a defined time period for a specified price. The premium received by the Partnership upon writing an option contract is recorded as a liability, marked to market on a daily basis and is included in securities sold, not yet purchased in the Statements of Financial Condition. In writing an option, the Partnership bears the market risk of an unfavorable change in the financial instrument underlying the written option. Exercise of an option written by the Partnership could result in the Partnership selling or buying a financial instrument at a price different from the current fair value.

In the normal course of trading activities, the Partnership trades and holds certain fair value derivative contracts, such as written options, which constitute guarantees. The maximum payout for written put options is limited to the number of contracts written and the related strike prices and the maximum payout for written call options is contingent upon the market price of the underlying security at the date of a payout event. At December 31, 2021, the portfolio had a maximum payout amount of \$110,634,331 (2020: \$374,951,200, 2019: \$195,377,895) relating to written put equity option contracts with expiration dates between 1 and 3 months from the Statements of Financial Condition date. The maximum payout amount could be offset by the subsequent sale, if any, of assets obtained via the settlement of a payout event. The fair value of these written put equity and index options as of December 31, 2021 is \$351,920 (2020: 3,268,436, 2019: \$394,325) and is included in securities sold, not yet purchased in the Statements of Financial Condition. Refer to Note 8 for additional disclosures regarding the Partnership's collateral policy.

Swaption contracts give the Partnership the right, but not the obligation, to enter into a specified interest rate swap within a specified period of time. The Partnership's market and counterparty credit risk is limited to the premium paid to enter into the swaption contract and fair value.

Total return and total return basket swaps, contracts for differences, index swaps, and interest rate swaps involve the exchange of cash flows between the Partnership and counterparties based on the change in market value of a particular equity, index, or interest rate on a specified notional holding. The use of these contracts exposes the Partnership to market risks equivalent to actually holding securities of the notional value but typically involve little capital commitment relative to the exposure achieved. The gains

or losses of the Partnership may therefore be magnified on the capital commitment.

Credit default swaps protect the buyer against the loss of principal on one or more underlying bonds, loans, or mortgages in the event the issuer suffers a credit event. Typical credit events include failure to pay or restructuring of obligations, bankruptcy, dissolution or insolvency of the underlying issuer. The

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**7. Financial Instruments with Off-Balance Sheet Risk or Concentrations of Credit Risk (continued)**

buyer of the protection pays an initial and/or a periodic premium to the seller and receives protection for the period of the contract. If there is no credit event, as defined in the contract, the buyer receives no payments from the seller. If there is a credit event, the buyer receives a payment from the seller of protection as calculated by the contract between the two parties.

The Partnership may also enter into index and/or basket credit default swaps where the credit derivative may reference a basket of single-name credit default swaps or a broad-based index. Generally, in the event of a default on one of the underlying names, the buyer will receive a pro-rata portion of the total notional amount of the credit default index or basket contract from the seller. When the Partnership purchases single-name, index and basket credit default swaps, the Partnership is exposed to counterparty nonperformance.

Upon selling credit default swap protection, the Partnership may expose itself to the risk of loss from related credit events specified in the contract. Credit spreads of the underlying together with the period of expiration is indicative of the likelihood of a credit event under the credit default swap contract and the Partnership's risk of loss. Higher credit spreads and shorter expiration dates are indicative of a higher likelihood of a credit event resulting in the Partnership's payment to the buyer of protection. Lower credit spreads and longer expiration dates would indicate the opposite and lowers the likelihood the Partnership needs to pay the buyer of protection. The following table sets forth certain information related to the Partnership's written credit derivatives as of December 31, 2021, December 31, 2020 and December 31, 2019.

2021	Maximum Payout/ Notional Amount (by period of expiration)			Fair Value of Written Credit Derivatives <sup>(2)</sup>		
	0-5 years \$	5 years or Greater Expiring Through 2047 \$	Total Written Credit Default Swaps <sup>(1)</sup> \$	Asset \$	Liability \$	Net Asset/ (Liability) \$
Credit Spreads on underlying (basis points)						
Single name (0-250)	–	112,184	112,184	–	23,512	(23,512)

<sup>(1)</sup> As of December, 2021, the Company did not hold any offsetting buy protection credit derivatives with the same underlying reference obligation.

<sup>(2)</sup> Fair value amounts of derivative contracts are shown on a gross basis prior to cash collateral or counterparty netting.

2020	Maximum Payout/ Notional Amount (by period of expiration)			Fair Value of Written Credit Derivatives <sup>(2)</sup>		
	0-5 years \$	5 years or Greater Expiring Through 2047 \$	Total Written Credit Default Swaps <sup>(1)</sup> \$	Asset \$	Liability \$	Net Asset/ (Liability) \$
Credit Spreads on underlying (basis points)						
Single name (0-250)	–	110,812	110,812	–	24,317	(24,317)

<sup>(1)</sup> As of December 31, 2020, the Company did not hold any offsetting buy protection credit derivatives with the same underlying reference obligation.

<sup>(2)</sup> Fair value amounts of derivative contracts are shown on a gross basis prior to cash collateral or counterparty netting.

2019	Maximum Payout/ Notional Amount (by period of expiration)			Fair Value of Written Credit Derivatives <sup>(1)</sup>		
	0-5 years \$	5 years or Greater Expiring Through 2047 \$	Total Written Credit Default Swaps <sup>(1)</sup> \$	Asset \$	Liability \$	Net Asset/ (Liability) \$

Credit Spreads on underlying (basis points)	0-5 years \$	Greater Expiring Through 2047 \$	Credit Default Swaps \$	Asset \$	Liability \$	Net Asset/ (Liability) \$
Single name (0-250)	-	2,065,997	2,065,997	127	23,943	(23,816)

(1) Fair value amounts of derivative contracts are shown on a gross basis prior to cash collateral or counterparty netting.

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# Notes to Financial Statements continued

For the year ended December 31, 2021

## 7. Financial Instruments with Off-Balance Sheet Risk or Concentrations of Credit Risk (continued)

In addition to off-balance sheet risks related to specific financial instruments, the Partnership may be subject to concentration of credit risk with particular counterparties. Substantially all securities transactions of the Partnership are cleared by several major securities firms. The Partnership had substantially all such individual counterparty concentration with these brokers or their affiliates as of December 31, 2021, December 31, 2020 and December 31, 2019. However, the Partnership reduces its credit risk with counterparties by entering into master netting agreements.

The Partnership's maximum exposure to credit risk associated with counterparty nonperformance on derivative contracts is limited to the market value by counterparty inherent in such contracts which at December 31, 2021 was \$55,159,580 (2020: \$51,008,784, 2019: \$21,860,582), in addition to any excess collateral posted to such counterparties, which is recognized in the Statements of Financial Condition.

## 8. Derivative Contracts

The Partnership enters into derivative contracts to manage credit risk, interest rate risk, currency exchange risk, and other exposure risks. The Partnership uses derivatives in connection with its risk-management activities to hedge certain risks and to gain exposure to certain investments. The utilization of derivative contracts also allows for an efficient means in which to trade certain asset classes. The derivatives that the Partnership invests in are primarily swaps, forwards, options, futures, swaptions and contracts for differences. Typically, derivatives serve as a component of the Partnership's investment strategy and are utilized primarily to structure the portfolio, or individual investments, to economically match the investment objective of the Partnership. Fair values of derivatives are determined by using quoted market prices and counterparty quotes when available; otherwise fair values are based on pricing models that consider the time value of money, volatility, and the current market and contractual prices of underlying financial instruments.

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**8. Derivative Contracts (continued)**

The following tables identify the volume and fair value amounts of derivative instruments included in derivative contracts in the Statements of Financial Condition, categorized by primary underlying risk, as of December 31, 2021, December 31, 2020 and December 31, 2019. Balances are presented on a gross basis, prior to the application of the impact of counterparty netting.

	As of December 31, 2021		
	Listing currency <sup>(1)</sup>	Fair Value <sup>(2)</sup> \$	Notional Amounts <sup>(3)</sup> \$
<b>Derivative Assets by Primary Underlying Risk</b>			
<b>Commodity Price</b>			
Commodity Futures - Long Contracts	USD	1,757,294	14,221,090
<b>Credit</b>			
Credit Default Swaps - Protection Purchased	USD	76,003	775,621
<b>Equity Price</b>			
Contracts for Differences - Long Contracts	EUR/GBP/USD/CHF	34,605,298	324,619,876
Contracts for Differences - Short Contracts	CHF/GBP/USD/HKD/DKK	638,670	11,769,432
Options Contracts - Purchased	USD	8,161,974	102,366,300
Rights and Warrants	USD	4,469,599	4,469,599
Total Return Swaps - Short Contracts	USD	214,752	14,559,120
Total Return Swaps - Long Contracts	USD	100,754	5,415,104
<b>Index</b>			
Options Contracts - Purchased	EUR/USD	453,128	81,406,560
<b>Interest Rates</b>			
Futures - Short Contracts	EUR/USD	49,194	8,227,198
Interest Rate Swaptions	USD	9,102,513	189,345,688
<b>Total Derivative Assets</b>		<b>59,629,179</b>	<b>757,175,588</b>
<b>Derivative Liabilities by Primary Underlying Risk</b>			
<b>Credit</b>			
Credit Default Swaps - Protection Sold	USD	23,512	112,184
<b>Equity Price</b>			
Contracts for Differences - Long Contracts	CHF/GBP/EUR/USD	449,045	52,194,752
Contracts for Differences - Short Contracts	HKD/DKK/EUR/SEK/USD	2,524,213	30,286,046
Options Contracts - Sold	USD	1,919,569	95,165,400
Total Return Swaps - Long Contracts	USD	1,968	-
Total Return Swaps - Short Contracts	GBP/USD	1,173,591	64,491,731
<b>Foreign Currency Exchange Rates</b>			
Foreign Currency Forward Contracts	CHF/EUR	287,342	31,022,107
<b>Index</b>			
Futures - Short Contracts	EUR	1,472,742	51,280,301
Options Contracts - Sold	USD/EUR	51,587	72,421,431
Total Return Swaps - Short Contracts	USD	2,428,320	124,480,550
<b>Interest Rates</b>			
Futures - Short Contracts	USD	2,238	9,148,287
<b>Total Derivative Liabilities</b>		<b>10,334,127</b>	<b>530,602,789</b>

(1) CHF = Swiss Franc. DKK = Danish Krone. EUR = Euro. GBP = British Pound. HKD = Hong Kong Dollar. SEK = Swedish Krone. USD = US Dollar

- (2) The Fair Value presented above includes the fair value of Derivative Contracts as well as option contract assets of \$8.62 million included in Investments in Securities, at fair value in the Statement of Financial Condition and option contract liabilities of \$1.97 million included in Securities sold, not yet purchased, at fair value in the Statement of Financial Condition and rights and warrants of approximately \$4.47 million included in investments in securities at fair value in the Statement of Financial Condition.
- (3) The absolute notional exposure represents the Partnership's derivative activity as of December 31, 2021, which is representative of the volume of derivatives held during the period.
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# Notes to Financial Statements continued

For the year ended December 31, 2021

## 8. Derivative Contracts (continued)

	As of December 31, 2020		
	Listing currency <sup>(1)</sup>	Fair Value <sup>(2)</sup> \$	Notional Amounts <sup>(3)</sup> \$
<b>Derivative Assets by Primary Underlying Risk</b>			
<b>Commodity Price</b>			
Commodity Options – Long Contracts	USD	49,800	33,200,000
<b>Credit</b>			
Credit Default Swaps – Protection Purchased	USD	108,942	966,572
<b>Equity Price</b>			
Contracts for Differences – Long Contracts	EUR/GBP/USD/CHF/SEK	23,655,348	217,839,204
Contracts for Differences – Short Contracts	AUD/GBP/USD/EUR	1,853,073	15,380,134
Rights and Warrants	USD	4,853,963	19,895,481
Total Return Swaps – Short Contracts	USD/JPY	2,688,713	60,636,635
Options Contracts – Purchased	USD	6,213,605	325,953,900
<b>Foreign Currency Exchange Rates</b>			
Foreign Currency Forward Contracts	USD	62,776	18,200,350
<b>Index</b>			
Options Contracts – Purchased	USD	7,817,182	75,585,000
<b>Interest Rates</b>			
Interest Rate Swaptions	USD	8,559,345	142,101,253
<b>Total Derivative Assets</b>		<b>55,862,747</b>	<b>909,758,529</b>
<b>Derivative Liabilities by Primary Underlying Risk</b>			
<b>Commodity Price</b>			
Commodities Futures – Long Contracts	USD	1,029,840	13,181,032
<b>Credit</b>			
Credit Default Swaps – Protection Sold	USD	24,317	110,812
<b>Equity Price</b>			
Contracts for Differences – Long Contracts	CHF/GBP	1,744,334	70,163,661
Contracts for Differences – Short Contracts	CHF/GBP/EUR/JPY/USD	4,885,866	56,478,199
Total Return Swaps – Long Contracts	USD	688,605	42,860,146
Total Return Swaps – Short Contracts	GBP/USD	11,756,177	208,618,079
Options Contracts – Sold	USD	4,084,953	463,191,700
<b>Foreign Currency Exchange Rates</b>			
Foreign Currency Forward Contracts	CNH	510,441	10,709,375
<b>Index</b>			
Index Futures – Short Contracts	EUR/JPY/USD	3,064,224	106,791,690
Options Contracts – Sold	USD	43,682	60,967,500
<b>Total Derivative Liabilities</b>		<b>27,832,439</b>	<b>1,033,072,194</b>

(1) AUD = Australian Dollar, CHF = Swiss Franc, CNH = Chinese Yuan, EUR = Euro, GBP = British Pound, JPY = Japanese Yen, SEK = Swedish Krone, USD = US Dollar

(2) The Fair Value presented above includes the fair value of Derivative Contracts as well as option contract assets of \$14.03 million included in Investments in Securities, at fair value in the Statement of Financial Condition and option contract liabilities of \$4.13 million included in Securities sold, not yet purchased, at fair value in the Statement of Financial Condition and rights and warrants of approximately \$4.85 million included in investments in securities at fair value in the Statement of Financial Condition.

(3) The absolute notional exposure represents the Partnership's derivative activity as of December 31, 2020, which is representative of the volume of derivatives held during the period.

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**8. Derivative Contracts (continued)**

As of December 31, 2019			
	Listing currency <sup>(1)</sup>	Fair Value <sup>(2)</sup> \$	Notional Amounts <sup>(3)</sup> \$
<b>Derivative Assets by Primary Underlying Risk</b>			
<b>Credit</b>			
Credit Default Swaps – Protection Purchased	USD	94,357	1,216,423
Credit Default Swaps – Protection Sold	USD	127	1,953,045
<b>Equity Price</b>			
Contracts for Differences – Long Contracts	EUR, GBP, USD	12,900,851	214,307,495
Contracts for Differences – Short Contracts	AUD, EUR, GBP, HKD, SEK, USD	1,494,804	38,249,069
Total Return Swaps – Long Contracts	USD	3,666,622	36,454,698
Total Return Swaps – Short Contracts	USD	11,252	–
Rights and Warrants	USD	5,585,126	12,976,110
<b>Foreign Currency Exchange Rates</b>			
Foreign Currency Forward Contracts	HKD	973,649	1,779,923
Foreign Currency Options – Purchased	HKD	206,803	465,753,296
<b>Index</b>			
Index Futures – Short Contracts	EUR	175,834	21,123,237
<b>Interest Rates</b>			
Interest Rate Swaptions	USD	2,336,283	115,971,145
<b>Total Derivative Assets</b>		<b>27,445,708</b>	<b>909,784,441</b>
<b>Derivative Liabilities by Primary Underlying Risk</b>			
<b>Credit</b>			
Credit Default Swaps – Protection Sold	USD	23,943	112,932
<b>Equity Price</b>			
Contracts for Differences – Long Contracts	EUR, GBP	1,539,933	73,996,216
Contracts for Differences – Short Contracts	AUD, GBP, HKD, JPY, USD	7,298,793	91,497,878
Total Return Swaps – Long Contracts	USD, JPY	3,122,415	69,931,855
Total Return Swaps – Short Contracts	GBP, JPY, USD	4,204,301	156,263,564
Option Contracts – Sold	EUR, USD	1,025,283	59,561,295
<b>Foreign Currency Exchange Rates</b>			
Foreign Currency Forward Contracts	CHF, CNH, EUR, HKD	2,137,805	195,339,248
<b>Index</b>			
Index Futures – Short Contracts	JPY, USD	954,836	111,477,232
Option Contracts – Sold	USD	31,405	172,156,500
<b>Total Derivative Liabilities</b>		<b>20,338,714</b>	<b>930,336,720</b>

(1) AUD = Australian Dollar, CHF = Swiss Franc, CNH = Chinese Yuan, EUR = Euro, GBP = British Pound, HKD = Hong Kong Dollar, JPY = Japanese Yen, SEK = Swedish Krona, USD = US Dollar

(2) The fair value presented above includes the fair value of derivative contracts as well as option contract liabilities of approximately \$1.0 million included in securities sold, not yet purchased, at fair value in the Statements of Financial Condition and rights and warrants of approximately \$5.6 million included in investments in securities at fair value in the Statements of Financial Condition.

(3) The absolute notional exposure represents the Partnership's derivative activity as of December 31, 2019, which is

(3) The absolute notional exposure represents the Partnership's derivative activity as of December 31, 2018, which is representative of the volume of derivatives held during the year.

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# Notes to Financial Statements continued

For the year ended December 31, 2021

## 8. Derivative Contracts (continued)

The following table sets forth by major risk type the Partnership's net realized and change in unrealized gains/(losses) related to trading activities for the years ended December 31, 2021, December 31, 2020, December 31, 2019. These realized and change in unrealized gains/(losses) are included in the net realized and change in unrealized gain/loss from securities, affiliated investment funds, derivative contracts and foreign currency translations in the Statements of Operations.

	2021 Net Realized Gain/ (Loss) \$	2021 Net Change in Unrealized Gain/ (Loss) \$	2020 Net Realized Gain/ (Loss) \$	2020 Net Change in Unrealized Gain/ (Loss) \$	2019 Net Realized Gain/ (Loss) \$	2019 Net Change in Unrealized Gain/ (Loss) \$
<b>Primary Underlying Risk</b>						
<b>Commodity Price</b>						
Commodity Futures – Long Contracts	957,030	2,787,134	(1,801)	(1,029,840)	(375,516)	–
Commodity Futures – Short Contracts	–	–	(1,385,899)	–	476,266	–
Commodity Options – Long Contracts	(1,178,509)	1,073,120	–	–	–	–
Futures – Long Contracts	(552,993)	–	–	–	–	–
Option contracts – Purchased	–	–	(2,722)	(1,073,120)	–	–
<b>Credit</b>						
Credit Default Swaps – Protection Purchased	(127,486)	(18,929)	(16,269)	30,441	(775,321)	(4,221,636)
Credit Default Swaps – Protection Sold	1,303	71	755,680	(756,042)	(536,754)	1,076,348
<b>Equity Price</b>						
Contracts for Differences – Long Contracts	54,783,364	12,245,239	(47,183,953)	10,550,096	15,157,194	27,670,968
Contracts for Differences – Short Contracts	(16,655,035)	1,147,250	91,733	2,771,196	(39,264,050)	(12,616,181)
Option Contracts – Purchased	16,463,958	(9,213,238)	(4,234,799)	7,868,049	(4,090,131)	–
Option Contracts – Sold	205,569	2,050,521	1,327,094	66,770	8,998,476	968,195
Rights and Warrants	1,633,629	(2,284,002)	(1,243,076)	1,302,183	(986,008)	127,245
Total Return Swaps – Long Contracts	9,932,382	787,390	1,160,002	(1,232,812)	39,054,520	4,367,165
Total Return Swaps – Short Contracts	(39,426,006)	8,108,625	(3,779,607)	(4,874,415)	(6,286,867)	(4,102,441)
<b>Index</b>						
Futures – Short Contracts	(33,012,860)	(1,472,742)	–	–	–	–
Index Futures – Long Contracts	–	–	–	–	(85,218)	–
Index Futures – Short Contracts	(8,825,844)	3,064,224	5,871,802	(2,285,222)	(7,966,354)	(779,000)
Option contracts – Purchased	(6,316,077)	1,885,331	(23,142,998)	(4,665,947)	(13,163,588)	–
Option contracts – Sold	(19,324)	264,684	335,155	1,433,551	4,260,352	303,750
Total Return Swaps – Short Contracts	(670,427)	(2,428,320)	–	–	–	–
<b>Interest Rates</b>						
Futures – Short Contracts	(104,062)	46,956	–	–	–	–

Interest Rate Swaptions	744,578	79,158	(1,568,042)	1,511,079	(548,459)	130,886
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**8. Derivative Contracts (continued)**

	2021 Net Realized Gain/ (Loss) \$	2021 Net Change in Unrealized Gain/ (Loss) \$	2020 Net Realized Gain/ (Loss) \$	2020 Net Change in Unrealized Gain/ (Loss) \$	2019 Net Realized Gain/ (Loss) \$	2019 Net Change in Unrealized Gain/ (Loss) \$
Sovereign Futures – Short Contracts	–	–	(2,669,171)	–	(2,575,852)	697,348
Total Return Swaps – Long Contracts	312,406	–	–	–	–	–
<b>Foreign Currency Exchange Rates</b>						
Foreign Currency Forward Contracts	671,440	160,323	2,552,119	716,491	2,433,853	51,094
Foreign Currency Options – Purchased	–	–	(791,773)	584,970	916,705	(584,970)
<b>Total</b>	<b>(21,182,964)</b>	<b>18,282,795</b>	<b>(73,926,525)</b>	<b>10,917,428</b>	<b>(5,356,752)</b>	<b>13,088,771</b>

The Partnership's derivative contracts are generally subject to the International Swaps and Derivatives Association ("ISDA") Master Agreements or other similar agreements which contain provisions setting forth events of default and/or termination events ("credit-risk-related contingent features"), including but not limited to provisions setting forth maximum permissible declines in the Partnership's net asset value. Upon the occurrence of a termination event with respect to an ISDA Agreement, the Partnership's counterparty could elect to terminate the derivative contracts governed by such agreement, resulting in the realization of any net gains or losses with respect to such derivative contracts and the return of collateral held by such party. During the year ended December 31, 2021, no termination events were triggered under the ISDA Master Agreements. As of December 31, 2021, the aggregate fair value of all derivative instruments with credit-risk-related contingent features that are in a net liability position is \$41,100 (2020: \$840,506, 2019: \$10,169,533). The Partnership has posted \$61,650,000 of collateral (2020: \$83,180,000, 2019: \$92,480,000,) in the normal course of business. Similarly, the Partnership obtains/provides collateral from/to various counterparties for OTC derivative contracts in accordance with bilateral collateral agreements. Similarly, the Partnership did not hold collateral in the form of cash from certain counterparties as of December 31, 2021 (2020: \$0, 2019: \$44,040). If the credit-risk related contingent features underlying these instruments had been triggered as of December 31, 2021 and the Partnership had to settle these instruments immediately, no additional amounts would be required to be posted by the Partnership since the aggregate fair value of the required collateral posted exceeded the settlement amounts of open derivative contracts or in the case of cross margining relationships, the assets in the Partnership's prime brokerage accounts are sufficient to offset derivative liabilities.

The Partnership's derivatives do not qualify as hedges for financial reporting purposes and are recorded in the Statements of Financial Condition on a gross basis and not offset against any collateral pledged or received. Pursuant to the ISDA master agreements, securities lending agreements, repurchase agreements and other counterparty agreements, the Partnership and its counterparties typically have the ability to net certain payments owed to each other in specified circumstances. In addition, in the event a party to one of the ISDA master agreements, securities lending agreements, repurchase agreements or other derivatives agreements defaults, or a transaction is otherwise subject to termination, the non-defaulting party generally has the right to set off against payments owed to the defaulting party or collateral held by the non-defaulting party.

The Partnership has elected not to offset derivative assets against liabilities subject to master netting agreements nor does it offset collateral amounts received or pledged against the fair values of the related derivative instruments. Accordingly, the Partnership presents all derivative and collateral amounts in the Statements of Financial Condition on a gross basis. As of December 31, 2021, December 31, 2020

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## Notes to Financial Statements continued

For the year ended December 31, 2021

### 8. Derivative Contracts (continued)

and December 31, 2019, the gross and net amounts of derivative instruments, repurchase agreements and the cash collateral applicable to derivative instruments were as follows:

2021 Financial Assets, Derivative Assets and Collateral received by Counterparty:

Derivative Contracts	Gross Amounts of Assets Presented in the Statement of Financial Condition <sup>(1)</sup> \$	Financial Instruments \$	Cash Collateral Received \$	Net Amount \$
Counterparty 1	1,924,030	519,334	1,404,696	–
Counterparty 2	15,279,245	608,435	14,670,810	–
Counterparty 3	14,318,062	6,264,465	2,966,624	5,086,973
Counterparty 4	4,712,078	1,408,975	3,303,103	–
Counterparty 5	11,275,607	560,250	1,961,417	8,753,940
Counterparty 6	46,199	–	25,639	20,560
Counterparty 8	6,648,946	65,206	6,583,740	–
Counterparty 9	955,413	866,362	89,051	–
<b>Total</b>	<b>55,159,580</b>	<b>10,293,027</b>	<b>31,005,080</b>	<b>13,861,473</b>

2021 Financial Assets, Derivative Liabilities and Collateral received by Counterparty:

Derivative Contracts	Gross Amounts of Liabilities Presented in the Statement of Financial Condition <sup>(2)</sup> \$	Financial Instruments \$	Cash Collateral Pledged \$	Net Amount \$
Counterparty 1	\$ 519,334	\$ 519,334	–	–
Counterparty 2	608,435	608,435	–	–
Counterparty 3	6,264,465	6,264,465	–	–
Counterparty 4	1,408,975	1,408,975	–	–
Counterparty 5	560,250	560,250	–	–
Counterparty 8	65,206	65,206	–	–
Counterparty 9	866,362	866,362	–	–
Counterparty 11	41,100	–	–	41,100
<b>Total</b>	<b>10,334,127</b>	<b>10,293,027</b>	<b>–</b>	<b>41,100</b>
<b>Repurchase Agreements</b>				
Counterparty 4	33,616,216	33,616,216	–	–
<b>Total</b>	<b>33,616,216</b>	<b>33,616,216</b>	<b>–</b>	<b>–</b>

(1) The Gross Amounts of Assets Presented in the Statement of Financial Condition presented above includes the fair value of Derivative Contract assets as well as gross OTC option contract assets of \$8.62 million included in Investments in securities, at fair value in the Statement of Financial Condition.

(2) The Gross Amounts of Liabilities Presented in the Statement of Financial Condition presented above includes the fair value of

*(2) The Gross Amounts of Liabilities Presented in the Statement of Financial Condition presented above includes the fair value of Derivative Contract liabilities as well as gross OTC option contract liabilities of \$1.97 million included in Securities Sold, not yet Purchased in the Statement of Financial Condition.*

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**8. Derivative Contracts (continued)**

2020 Financial Assets, Derivative Assets and Collateral received by Counterparty:

Derivative Contracts	Gross Amounts of Assets Presented in the Statement of Financial Condition <sup>(1)</sup> \$	Financial Instruments \$	Cash Collateral Received \$	Net Amount \$
Counterparty 1	59,118	59,118	–	–
Counterparty 2	4,263,560	1,899,216	–	2,364,344
Counterparty 3	12,469,765	12,401,803	–	67,962
Counterparty 4	2,413,930	1,031,678	–	1,382,252
Counterparty 5	15,994,156	5,504,521	–	10,489,635
Counterparty 6	3,389,382	2,641,120	–	748,262
Counterparty 8	12,132,083	3,167,687	–	8,964,396
Counterparty 9	286,790	286,790	–	–
<b>Total</b>	<b>51,008,784</b>	<b>26,991,933</b>	<b>–</b>	<b>24,016,851</b>

2020 Financial Assets, Derivative Liabilities and Collateral received by Counterparty:

Derivative Contracts	Gross Amounts of Liabilities Presented in the Statement of Financial Condition <sup>(2)</sup> \$	Financial Instruments \$	Cash Collateral Pledged \$	Net Amount \$
Counterparty 1	521,974	59,118	462,856	–
Counterparty 2	1,899,216	1,899,216	–	–
Counterparty 3	12,401,803	12,401,803	–	–
Counterparty 4	1,031,678	1,031,678	–	–
Counterparty 5	5,504,521	5,504,521	–	–
Counterparty 6	2,641,120	2,641,120	–	–
Counterparty 8	3,167,687	3,167,687	–	–
Counterparty 9	664,440	286,790	377,650	–
<b>Total</b>	<b>27,832,439</b>	<b>26,991,933</b>	<b>840,506</b>	<b>–</b>
<b>Repurchase Agreements</b>				
Counterparty 4	5,542,093	5,542,093	–	–
<b>Total</b>	<b>5,542,093</b>	<b>5,542,093</b>	<b>–</b>	<b>–</b>

(1) The Gross Amounts of Assets Presented in the Statement of Financial Condition presented above includes the fair value of Derivative Contract assets as well as gross OTC option contract assets of \$14.03 million included in Investments in securities, at fair value in the Statement of Financial Condition.

(2) The Gross Amounts of Liabilities Presented in the Statement of Financial Condition presented above includes the fair value of Derivative Contract liabilities as well as gross OTC option contract liabilities of \$4.13 million included in Securities Sold, not yet Purchased in the Statement of Financial Condition.

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## Notes to Financial Statements continued

For the year ended December 31, 2021

### 8. Derivative Contracts (continued)

2019 Financial Assets, Derivative Assets and Collateral received by Counterparty:

Derivative Contracts	Gross Amounts of Assets Presented in the Statement of Financial Condition \$	Financial Instruments \$	Cash Collateral Received \$	Net Amount \$
Counterparty 1	44,680	30,282	14,398	–
Counterparty 2	4,371,747	702,070	3,669,677	–
Counterparty 3	1,810,246	1,810,246	–	–
Counterparty 4	2,382,154	2,382,154	–	–
Counterparty 5	5,787,704	2,581,840	1,512,765	1,693,099
Counterparty 6	5,131,913	299,046	1,092,861	3,740,006
Counterparty 8	2,267,564	2,267,564	–	–
Counterparty 9	64,574	64,574	–	–
<b>Total</b>	<b>21,860,582</b>	<b>10,137,776</b>	<b>6,289,701</b>	<b>5,433,105</b>

2019 Financial Liabilities, Derivative Liabilities and Collateral pledged by Counterparty:

Derivative Contracts	Gross Amounts of Liabilities Presented in the Statement of Financial Condition <sup>(1)</sup> \$	Financial Instruments \$	Cash Collateral Pledged \$	Net Amount \$
Counterparty 1	30,282	30,282	–	–
Counterparty 2	702,070	702,070	–	–
Counterparty 3	7,986,070	1,810,246	6,175,824	–
Counterparty 4	2,631,326	2,382,154	249,172	–
Counterparty 5	2,581,840	2,581,840	–	–
Counterparty 6	299,046	299,046	–	–
Counterparty 8	4,651,167	2,267,564	2,383,603	–
Counterparty 9	1,425,508	64,574	1,360,934	–
<b>Total</b>	<b>20,307,309</b>	<b>10,137,776</b>	<b>10,169,533</b>	<b>–</b>
<b>Loaned Securities</b>				
Counterparty 10	659,575	659,575	–	–
<b>Total</b>	<b>659,575</b>	<b>659,575</b>	<b>–</b>	<b>–</b>

(1) The Gross Amounts of Liabilities Presented in the Statement of Financial Condition presented above includes the fair value of Derivative Contract assets as well as gross OTC option contract assets of \$1.0 million included in Securities Sold, not yet Purchased in the Statements of Financial Condition.

### 9. Indemnifications

In the normal course of business, the Partnership enters into contracts that contain a variety of

indemnifications and warranties. The Partnership's maximum exposure under these arrangements is unknown, as this would involve future claims that may be made against the Partnership that have not yet occurred. However, the Partnership has not had prior claims or losses pursuant to these contracts and expects the risk of loss to be remote. Thus, no amounts have been accrued related to such indemnifications. The Partnership also indemnifies the General Partner, the Investment Manager and

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**9. Indemnifications (continued)**

employees from and against any loss or expense, including, without limitation any judgment, settlement, legal fees and other costs. Any expenses related to these indemnifications would be reflected in administrative and professional fees in the Statements of Operations. The Partnership did not incur any expenses related to indemnifications for the years ended December 31, 2021, December 31, 2020 or December 31, 2019.

**10. Commitments**

Investment fund interests purchased by the Partnership may include financing commitments obligating the Partnership to advance additional amounts on demand. At December 31, 2021, the Partnership had unfunded capital commitments of \$6,960,520 (2020: \$63,374,429, 2019: \$53,850,666).

**11. Financial Highlights**

The following represents the ratios to average limited partners' capital and total return information for the years ended December 31, 2021, December 31, 2020 and December 31, 2019 and for the period from September 3, 2018 (commencement of operations) to December 31, 2018:

	2021	2020	2019	2018
<b>Ratios to average Limited Partners' capital</b>				
Total expenses	3.20%	3.55%	4.03%	1.74%
Incentive allocation/(Reversal of incentive allocation)	6.16%	7.82%	0.22%	(0.23)%
<b>Total expenses and incentive allocation</b>	<b>9.36%</b>	<b>11.37%</b>	<b>4.25%</b>	<b>1.51%</b>
<b>Net investment income/(loss)</b>	<b>(0.74)%</b>	<b>0.22%</b>	<b>0.15%</b>	<b>(0.43)%</b>

The ratios above are calculated for all the limited partners taken as a whole. The computation of such ratios based on the amount of expenses, incentive allocation, and net investment income assessed to an individual investor's capital may vary from these ratios based on different management fee and incentive arrangements (as applicable) and the timing of capital transactions. The net investment ratio does not reflect the effect of any incentive allocation and none of the above ratios have been annualized.

	2021	2020	2019	2018
Total return before incentive allocation	34.55%	31.19%	23.27%	(17.52)%
(Incentive allocation)/Reversal of incentive allocation	(6.65)%	(8.53)%	(0.35)%	0.21%
<b>Total return after incentive allocation</b>	<b>27.90%</b>	<b>22.66%</b>	<b>22.92%</b>	<b>(17.31)%</b>

Total return is calculated for all the limited partners taken as a whole. An individual investor's return may vary from these returns based on participation in "new issues", different management fee and incentive arrangements (as applicable) and the timing of capital transactions.

**12. Subsequent Events**

Subsequent to December 31, 2021, the Partnership had capital withdrawals of approximately \$111.8 million. Subsequent events were evaluated by the Partnership's management until February 18, 2022, which is the date the financial statements were available to be issued. The Partnership's management has determined there are no other subsequent events that would require adjustments to, or disclosure in, the Partnership's financial statements.

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