

Policy Number B0391 IR1401076	391 INT
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Name of (Re)Insured/Coverholder Attorneys Title Guarantee Fund Inc.

Period 12 months from 1st January 2014.



Integro Insurance Brokers Limited

2nd Floor • 100 Leadenhall Street • London EC3A 3BP

RISK DETAILS

UNIQUE MARKET REFERENCE (UMR): B0391IR1401076

TYPE: Title Insurance Excess of Loss Errors and Omissions Reinsurance

REINSURED: Attorneys Title Guarantee Fund Inc.

PERIOD: From: 01 January 2014
To: 01 January 2015
Both days inclusive from 12:01am, Eastern Standard Time.

TERRITORY: All Covered Risks issued in those states or other jurisdiction where the Reinsured has received regulatory approval to conduct business as a title insurer.

EXCLUSIONS: As per attached.

RETENTION AND LIMIT: The Reinsured shall retain the Ultimate Net Loss of USD 250,000 ("Retained Amount") for each and every Covered Risk. The Reinsurer shall reimburse the Reinsured for Ultimate Net Loss in excess the Retained Amount up to a maximum limit of USD 2,750,000 for each and every Covered Risk ("Reinsurer's Limit of Liability"), subject to the terms of this Contract.

PREMIUM: A minimum and deposit premium of USD 171,000 shall be paid to the Reinsurer in four equal quarterly installments on January 1st 2014, April 1st 2014, July 1st 2014 and October 1st 2014.

Within 90 days of the Expiration Date the aforementioned minimum and deposit premium shall be adjusted and the amount payable to the Reinsurer shall be calculated at a rate of 2.13 % of the Reinsured's Gross Net Written Premium Income for the period of this Contract up to the Expiration Date.

Premium adjustments shall continue annually thereafter, until all Gross Net Written Premium for the period of this Contract is finalised.

CONDITIONS: As per attached

CHOICE OF LAW & JURISDICTION: This Contract shall be governed by and interpreted in accordance with the law of the State of New York, United States of America.

REINSTATEMENT: One full Reinstatement at 100% additional premium as to time, pro rata as to amount.

ARBITRATION: As per attached Article 25

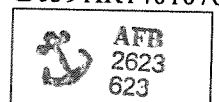
PREMIUM PAYMENT TERMS: None

TAX(ES) PAYABLE BY
THE COMPANY AND
ADMINISTERED
BY REINSURERS: None

RECORDING,
TRANSMITTING
AND STORING
INFORMATION: Where Integro Insurance Brokers maintain risk and claims data / information / documents Integro Insurance Brokers may hold data / information / documents electronically.

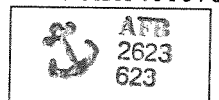
REINSURER
CONTRACT
DOCUMENTATION: This Document details the contract terms agreed between the Reinsured and the Reinsurers as well as setting out administrative details under the appropriate sections contained herein.

This Document forms the definitive contract of insurance and as such no formal policy shall be issued.



INFORMATION

Estimated Gross Net Written Premium Income USD 8,933,477



SECURITY DETAILS**(RE)INSURERS LIABILITY CLAUSE****(Re)insurer's liability several not joint**

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

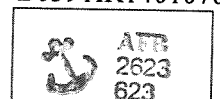
Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

21/6/07
LMA3333



ORDER HEREON: 70 % of 100%

BASIS OF
WRITTEN LINES: Percentage of whole

SIGNING PROVISIONS: In the event that the written lines hereon exceed 100% of the order, any lines written to "To Stand" will be allocated in full and other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

- a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;
- b) the (re)insured may elect for the disproportionate signing of (re)insurers' lines, without further specific agreement of (re)insurers, providing that any such variation is made prior to the commencement date of the period of insurance, and that lines written "To Stand" may not be varied without documented agreement of those (re)insurers;
- c) the signed lines resulting from application of the above provisions can be varied, before or after the commencement date of the period of insurance, by documented agreement of the (re)insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in the agreement.
- d) Integro Insurance Brokers Limited are permitted to allocate security to Reinsureds where required.

Integro Insurance Brokers Limited


WRITTEN LINES

In a co-insurance placement, following (re)insurers may, but are not obliged to, follow the premium charged by the slip leader.

(Re)insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.


WRITTEN PERCENTAGE

REINSURER


40% **beazley**  AFB 2623 82%
AFB 623 18% *ASB 30/12/13*

T 9 7 7 6 X 1 4 A N T T
U/W P!U!H

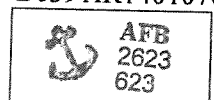
20% **RE** CATLIN

Reinsurance  2003 SJC *30/12/2013*

C H 4 0 0 0 4 2 6 9 8 1

40%  **Chaucer** *CSL 1084*
Specialist Lines *31/12/13*

5 1 5 4 5 6 1 4 A A



WRITTEN LINES

In a co-insurance placement, following (re)insurers may, but are not obliged to, follow the premium charged by the slip leader.


(Re)insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

WRITTEN PERCENTAGE

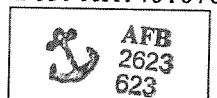
REINSURER

20%

I	A	B	1	0	1	3	0	2	8	0	0
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 RNR
1458

JG 31/12/13



CONTRACT ADMINISTRATION AND ADVISORY SECTIONS

SUBSCRIPTION AGREEMENT

SLIP LEADER:

AFB 2623/623

BUREAU LEADER:

Either the first London Market Company (whose line is evidenced by a Bureau stamp) or the first Lloyd's Syndicate, whichever be the first in order of position in the SECURITY DETAILS Section of this Contract.

BASIS OF
AGREEMENT TO
CONTRACT
CHANGES:

GUA (October 2001) with Excess of Loss and Treaty Reinsurance Schedule (October 2002)

Any extensions to the Premium Payment Conditions and/or Adjustments of Premium are to be agreed by the overall Slip Leader only.

(Re)Insurers hereon agree that, in relation to any endorsements to this slip, the Slip Leader shall in its sole discretion determine which of the agreement boxes of the GUA stamp is appropriate.

OTHER AGREEMENT
PARTIES FOR CONTRACT
CHANGES, FOR
PART 2 GUA
CHANGES ONLY:

Where no other agreement parties for contract changes are stated hereafter, the agreement parties will be the slip leader only:

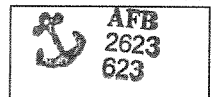
AGREEMENT PARTIES
FOR CONTRACT
CHANGES, FOR THEIR
PROPORTION ONLY:

Reinsurers stated here elect to opt out of leading underwriter agreement provisions provided by the GUA and are required to agree all contract changes for their own participation only, unless otherwise stated herein:

BASIS OF CLAIMS
AGREEMENT:

Claims to be managed in accordance with the Lloyd's Claims Scheme (Combined) or as amended or any successor thereto.

Company reinsurers who do not participate in such claims schemes to agree all claims each for their own proportion.



CLAIMS
AGREEMENT
PARTIES:

Claims to be agreed by the Slip Leader and:

- (i) For Lloyd's syndicates: the leading Lloyds syndicate and, where required by the applicable Lloyd's Claims Scheme, the second Lloyd's syndicate and/or the Scheme Service Provider.

The second Lloyd's syndicate is: *STC 2003*



- (ii) The first company in the event that the Slip Leader is a Lloyds Syndicate.
- (iii) Xchanging Claims Services where there is more than one (or two if the risk is a "Special Category" one) participating Lloyds managing agent.
- (iv) All non-bureau insurers each for their own proportion.
- (v) The second Lloyds Underwriter may enter themselves here but only if the risk is a "Special Category" one.

CLAIMS
ADMINISTRATION:

Integro Insurance Brokers and Reinsurers agree that any claims hereunder (including any claims related costs/fees) will be notified and administered via ECF with any payment(s) processed via CLASS, unless both parties agree to do otherwise.

RULES AND EXTENT
OF ANY OTHER
DELEGATED CLAIMS
AUTHORITY:

None, unless otherwise specified here by any of the claims agreement parties shown above.

EXPERT FEES
COLLECTION:

Integro Insurance Brokers Limited to collect fees applicable unless collectable via the XCS

SETTLEMENT
DUE DATE:

29th February, 2014

INSTALMENT
PREMIUM PERIOD
OF CREDIT:

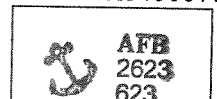
30 days

ADJUSTMENT
PREMIUM PERIOD
OF CREDIT:

90 days

BUREAUX
ARRANGEMENTS:

Where a premium payment warranty or premium payment condition exists and the date is later than the settlement due date, the settlement due date is assumed to be automatically extended to the same date as the premium payment warranty or premium



Integro Insurance Brokers Limited

payment condition. Where a settlement due date, premium payment warranty or premium payment condition due date falls on a weekend or public holiday, presentation to Xchanging Ins-sure Services on the next working day will be deemed to be in compliance with the settlement due date, premium payment warranty or premium payment condition.

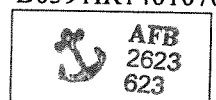
Reinsurers agree that if the Premium is payable in installments then the second and subsequent Premium installments are to be taken down as Additional Premiums.

(Re)Insurers agree where applicable to allow convertible currencies to be submitted in USD.

Lines Clause NMA 2419 to be applied if applicable.

NON BUREAUX
ARRANGEMENTS:

Where a premium payment warranty or premium payment condition exists and the date is later than the settlement due date, the settlement due date is assumed to be automatically extended to the same date as the premium payment warranty or premium payment condition. Where a settlement due date, premium payment warranty or premium payment condition due date falls on a weekend or public holiday, payment on the next working day will be deemed to be in compliance with the settlement due date, premium payment warranty or premium payment condition.



FISCAL AND REGULATORY

TAX PAYABLE BY
REINSURERS(S):

Nil.

COUNTRY OF
ORIGIN:

USA

OVERSEAS
BROKER:

Thompson Flanagan
150 North Wacker Drive
Chicago
IL 60606
USA

US
CLASSIFICATION:

US Reinsurance

NAIC CODE:

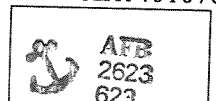
51560

ALLOCATION OF
PREMIUM TO
CODING:

E8

REGULATORY
CLIENT
CLASSIFICATION:

Reinsurance



BROKER REMUNERATION AND DEDUCTIONS

FEE PAYABLE
BY CLIENT:

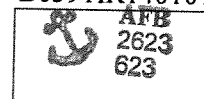
No

TOTAL
BROKERAGE:

15% (nil on Reinstatement)

OTHER
DEDUCTIONS
FROM PREMIUM:

None



ATTORNEYS TITLE GUARANTEE FUND INC

EXCESS OF LOSS ERRORS AND OMISSIONS REINSURANCE CONTRACT

This Contract is made and entered into by and between, Attorneys Title Guarantee Fund Inc (hereinafter called the "Reinsured") and the Subscribing Reinsurers specifically identified in the Interests and Liabilities Agreement attached to and forming a part of this Contract (hereinafter called the "Reinsurer").

ARTICLE 1

BUSINESS COVERED

The Reinsurer agrees to reimburse the Reinsured, on each Covered Risk on an excess of loss basis, for the amount of Ultimate Net Loss which the Reinsured may pay with respect to each Covered Risk, as defined in the DEFINITIONS Article of this Contract.

ARTICLE 2

RETENTION AND LIMIT

The Reinsurer will be liable in respect of Ultimate Net Loss in excess of the Retained Amount (as defined below) and subject to the Reinsurer's Limit of Liability (as defined below):

The Reinsured shall retain the Ultimate Net Loss of USD 250,000 ("Retained Amount") for each and every Covered Risk. The Reinsurer shall reimburse the Reinsured for Ultimate Net Loss in excess the Retained Amount up to a maximum limit of USD 2,750,000 for each and every Covered Risk ("Reinsurer's Limit of Liability"), subject to the terms of this Contract.

ARTICLE 3

TERM

- A. This Contract shall be effective for a 12 month period beginning 12:01 a.m., Eastern Standard Time, January 1st 2014 and having an Expiration Date of 12:01 a.m., Eastern Standard Time, January 1st 2015 and, subject to clause C below, shall apply to Losses Discovered and reported to the Reinsurer during the period commencing on the effective date and ending 30 days following the Expiration Date on all Covered Risks dated on or after January 1st, 2012 by the Reinsured until the Expiration Date.
- B. The Date of Loss under this Contract shall be the date on which the Reinsured first becomes aware that a claim has been made against the Reinsured or an incident has occurred that is likely to give rise to a claim on a Covered Risk.
- C. Additionally, in the event the Reinsured and the Reinsurer do not enter into a new Contract, the Reinsured has the option to extend coverage hereunder as outlined below by notifying the Reinsurer in writing within 30 days after the Expiration Date. In such case, the Reinsurer will remain liable during the extended reporting period on Covered Risks in force at the Expiration Date of this Contract on Losses Discovered and reported to the Reinsurer from the effective date of this Contract until the last day of the extended reporting period so elected, subject to payment of the applicable premium set out below. The Reinsured shall pay an Extended Reporting Premium applicable to the extended reporting period in accordance with the schedule below:

1 year extended reporting

An additional premium equal to 50% of the final premium in the PREMIUM Article of this Contract

3 year extended reporting

An additional premium equal to 110% of the final premium in the PREMIUM Article of this Contract

5 year extended reporting

An additional premium equal to 150% of the final premium in the PREMIUM Article of this Contract

This Extended Reporting Premium will be considered fully earned by the Reinsurer at the Expiration Date.

If any law or regulation of the Federal, state or local government of any jurisdiction in which the Reinsured is doing business shall render illegal the arrangements made here, this Contract shall be amended as per the conditions of Article 32 of this Contract.

Notwithstanding the Expiration Date of this Contract, the provisions of this Contract will continue to apply to all obligations and liabilities of the parties hereunder until all such obligations and liabilities are fully performed and discharged. For purposes of illustration and not limitation, the Reinsurer shall remain liable hereunder in relation to Ultimate Net Loss on Covered Risks having a Date of Loss, and that are reported to the Reinsurers in accordance with clauses A or C above, as applicable, but which remains unpaid by the Reinsurer either at the Expiration Date or at the end of the extended reporting period, as applicable.

ARTICLE 4**SPECIAL TERMINATION AND FUNDING**

The Reinsured may terminate on a pro-rata basis a Subscribing Reinsurer's percentage share in this Contract at any time by giving 30 days written notice to the Subscribing Reinsurer in the event of any of the following circumstances:

- A. The Subscribing Reinsurer ceases all underwriting operations.
- B. A State insurance department or other legal authority orders the Subscribing Reinsurer to cease writing business, or the Subscribing Reinsurer is placed under regulatory supervision
- C. The Subscribing Reinsurer has become insolvent or has been placed into liquidation or receivership (whether voluntary or involuntary), or there have been instituted against it proceedings for the appointment of a receiver, liquidator, rehabilitator, conservator, trustee in bankruptcy, or other agent known by whatever name, to take possession of its assets or control of its operations.
- D. The Subscribing Reinsurer's policyholders' surplus (or the equivalent under the Subscribing Reinsurer's accounting system) as reported in such financial statements of the Subscribing Reinsurer as designated by the Reinsured, has been reduced by 20% of the amount thereof at any date during the prior 12-month period (including the period prior to the inception of this Contract.)
- E. The Subscribing Reinsurer has merged with or has become acquired or controlled by any organization, or individual(s) not controlling the Subscribing Reinsurer's operations at the inception of this Contract.
- F. The Subscribing Reinsurer has retroceded its entire liability under this Contract without the Reinsured's prior written consent.
- G. The Subscribing Reinsurer has been assigned an A.M. Best's rating of less than "A-" and/or an S&P rating of less than "BBB+." However, as respects Underwriting Members of Lloyd's, London, a Lloyd's Market Rating of less than "A-" by A. M. Best and/or less than "BBB+" by S&P shall apply; however, this provision shall not apply to any Title Insurance Company acting in the capacity of a Reinsurer as outlined in the "Interest and Liabilities Addendum attached to the Contract.
- H. Full statutory financial statement credit for reinsurance provided by the Reinsurer is not allowed by a state or other jurisdiction [eg. District of Columbia] having jurisdiction over the Reinsured's loss Reserves, as defined in FUNDING, Article

Subject to a claim being reported to Reinsurer hereunder at the date of the Special Termination, being in an amount less than the premium paid to the Reinsurer under the PREMIUM ARTICLE (including any minimum premium), the positive balance of that calculation shall be deemed earned evenly over the period of the Subscribing Reinsurer's participation hereon, and the Subscribing Reinsurer shall promptly return the unearned amount of such difference received. If a claim has not been reported to the Reinsurer at the date of Special Termination, the Subscribing Reinsurer shall promptly return the full unearned premium to the Reinsured.

In the event of a claim at the time of termination exceeding the Contract premium per Article 7 prior to exercising, then the Reinsured cannot exercise its rights under this ARTICLE.

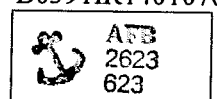
ARTICLE 5**TERRITORY**

This Contract shall cover all Covered Risks issued in those states or other jurisdiction where the Reinsured has received regulatory approval to conduct business as a title insurer.

ARTICLE 6**EXCLUSIONS**

This Contract shall not apply to and specifically excludes:

- A. All liability of the Reinsured arising by contract, operation of law, or otherwise, from its participation or membership, whether voluntary or involuntary, in any insolvency fund. "Insolvency Fund" includes any guaranty fund, plan, pool, association, fund or other arrangement, howsoever denominated, established or governed which provides for any assessment of or payment or assumption by the Reinsured of part or all of any claim, debt, charge, fee or other obligation of an insurer, or its successors or assigns, which has been declared by any competent authority to be insolvent, or which is otherwise deemed unable to meet any claim, debt, charge, fee or other obligation in whole or in part.
- B. Loss or Liability excluded by the provisions of the attached Nuclear Incident Exclusion Clause - Liability - Reinsurance - U.S.A- as attached.
- C. Loss caused directly or indirectly by war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incidental to any of the foregoing.
- D. This Contract does not apply to Loss resulting from fraud, theft, or defalcation, by the Reinsured its closing agents or its issuing agents (or its or their agents, employees, officers or representatives).
- E. Loss arising from the custody or disbursement of escrow funds by the Reinsured's directors or officers.
- F. Liability of the Reinsured arising from Native American Tribal Land claims.
- G. Seepage and pollution, including any law, ordinance or governmental regulation relating to pollution or environmental impairment, except to the extent that notice of the enforcement thereof, or notice of a defect, lien or encumbrance, resulting from a violation or alleged violation affecting the land has been recorded in the public records at the date of the Covered Risk.



ARTICLE 7

PREMIUM

A minimum and deposit premium of USD 171,000 shall be paid to the Reinsurer in four equal quarterly installments on January 1st 2014, April 1st 2014, July 1st 2014 and October 1st 2014. Within 90 days of the Expiration Date the aforementioned minimum and deposit premium shall be adjusted and the amount payable to the Reinsurer shall be calculated at a rate of 2.13 % of the Reinsured's Gross Net Written Premium Income as defined in Article 9, for the period this Contract up to the Expiration Date. Premium adjustments shall continue annually thereafter, until the Reinsured's Gross Net Written Premium for the period of this Contract is finalised.

ARTICLE 8

REINSTATEMENT

Reinsurers agree that in the event of the whole or any portion of the Limit of Liability hereunder being exhausted by payment of Ultimate Net Loss, the amount so exhausted shall be automatically reinstated from the time of payment by the Reinsurer of such Ultimate Net Loss, always provided that Reinsurer shall never be liable for more than USD2,750,000 in respect of Ultimate Net Loss on any Covered Risk, nor more than USD 5,500,000 Ultimate Net Loss in all during the Term representing one reinstatement only. The amount of an Ultimate Net Loss(es) up to a total of USD 2,750,000 Ultimate Net Loss shall be automatically reinstated and the reinstatement premium payable in relation thereto shall be the proportion that the Ultimate Net Loss so reinstated bears to the Reinsurer's Limit of Liability multiplied by the final premium paid as determined in Article 7 plus any Extended Reporting Premium paid for any of the extended reporting provisions under Article 3.B. of this Contract.

Reinstatement premium shall be paid to the Reinsurer simultaneously with the payment of Ultimate Net Loss payments. The Reinsurer shall have the right to offset these amounts.

Such additional premium shall be paid simultaneously with settlement of losses hereunder. In the event of a Loss settlement being made prior to the finalization of Reinsured's Gross Written Premium Income for the Term, the reinstatement premium shall be provisionally computed on the minimum and deposit premium and adjusted once the final premium under Article 7 is ascertained.

ARTICLE 9

DEFINITIONS

- A. "Covered Risk" or "Covered Risks" shall mean all Owner Policies, Loan Policies, all real property title insurance policies, commitments, endorsements and Insured Closing Protection Contracts issued by the Reinsured or by its authorized agents, on forms prescribed by the American Land Title Association or other forms and endorsements not prohibited by regulatory authorities having jurisdiction in the state in which the subject real property is located.

Notwithstanding the foregoing whenever a Loan Policy is issued simultaneously with an Owner's Policy covering the same estate or interest, the liability shall be treated as a single Covered Risk and premium shall be based on the policy with the highest limit of liability under either Covered Risk Form.

- B. "Owner's Policy" or "Owner Policies" shall mean all real property title insurance policies, commitments, and endorsements as issued by the Reinsured or its authorized agents on Owner's forms prescribed by the American Land Title Association or other Owner's forms and endorsements not prohibited by regulatory authorities having jurisdiction in the state in which the subject real property is located.
- C. "Loan Policy" or "Loan Policies" shall mean all real property title insurance policies, commitments, and endorsements as issued by the Reinsured or its authorized agents on Loan forms prescribed by the American

Land Title Association or other Loan forms and endorsements not prohibited by regulatory authorities having jurisdiction in the state in which the subject real property is located.

- D. "Insured Closing Protection Contracts" shall mean all closing protection letters, insured closing letters and insured closing protection contracts issued by the Reinsured or its authorized agents on forms prescribed by the American Land Title Association or other forms and endorsements not prohibited by regulatory authorities in the state in which the real property to be insured by an Owner's Policy and/or Loan Policy is located.
- E. "Loss" shall mean the amount of any loss, damage, costs, expenses including Loss Adjustment Expense paid by the Reinsured or for which the Reinsured has become liable to pay under or in relation to a Covered Risk.
- F. "Reinsured Gross Net Written Premium Income" shall mean the premium as it appears in the Schedule T (Column 7) Form 9 Regulatory filing derived from Covered Risks issued during the Term, less premium taxes payable thereon, reinsurance premium paid on inuring reinsurance, cancellations, returns, plus any specific additional premium charged.
- G. The Expiration Date of this Contract shall be 12:01 a.m., Eastern Standard Time, January 1st 2015.
- H. Extended Reporting Premium shall mean premium paid by the Reinsured to the Reinsurer in the event they invoke their rights under Article 3B of this Contract.
- I. "Losses Discovered" shall mean the Date of Loss.
- J. "Date of Loss" shall have the meaning ascribed to such term in clause B in Article 3. Term.
- K. "Loss Adjustment Expense" means costs and expenses incurred by the Reinsured in connection with the investigation, appraisal, adjustment, settlement, litigation, defense or appeal of a claim, or alleged claim, including but not limited to:
- a. court costs;
 - b. costs of supersedes and appeal bonds;
 - c. monitoring counsel expenses;
 - d. legal expenses and costs incurred in connection with coverage questions and legal actions in connection thereto, including but not limited to declaratory judgment actions;
 - e. post-judgment interest;
 - f. pre-judgment interest, unless included as part of an award or judgment;
 - g. a pro rata share of salaries and expenses of Reinsured's employees, calculated in accordance with the time occupied in adjusting such claim, and expenses of other Reinsured's employees who have been temporarily diverted from their normal and customary duties and assigned to the adjustment of Losses covered by this Contract; and
 - h. Subrogation, salvage and recovery expenses.

"Loss Adjustment Expense" does not include salaries and expenses of the Reinsured's employees, except as provided in subparagraph (G) above, and office and other overhead expenses.

- L. "Non-Appointing Party" means either the Reinsured or Reinsurer, as applicable.

ARTICLE 10

EXTRA CONTRACTUAL OBLIGATIONS/LOSS IN EXCESS OF COVERED RISK LIMITS

- A. This Contract shall cover Extra Contractual Obligations, as provided in the definition of Ultimate Net Loss. "Extra Contractual Obligations" shall be defined as those liabilities not covered under any other provision of this Contract and that arise from the handling of any claim on business covered hereunder, such liabilities arising because of, but not limited to, the following: failure by the Reinsured to settle within the Covered Risk limit, or by reason of alleged or actual negligence, fraud or bad faith in rejecting an offer of settlement or in the preparation of the defense or in the trial of any action against its insured or reinsured or in the preparation or prosecution of an appeal consequent upon such action.
- B. This Contract shall cover Loss in Excess of Covered Risk Limits, as provided in the definition of Ultimate Net Loss. "Loss in Excess of Covered Risk Limits" shall be defined as Loss in excess of the Covered Risk limit, having been incurred because of, but not limited to, failure by the Reinsured to settle within the Covered Risk limit or by reason of alleged or actual negligence, fraud or bad faith in rejecting an offer of settlement or in the preparation of the defense or in the trial of any action against its insured or reinsured or in the preparation or prosecution of an appeal consequent upon such action.
- C. An Extra Contractual Obligation and or Loss in Excess of Covered Risk Limits shall be deemed to have been incurred on the same date as the Loss or the alleged Loss covered under the Reinsured's Covered Risk, and shall constitute part of the original Loss.
- D. For the purposes of the Loss in Excess of Covered Risk Limits coverage hereunder, the word "Loss" shall mean any amounts for which the Reinsured would have been contractually liable to pay had it not been for the limit of the original Covered Risk.
- E. Loss Adjustment Expense in respect of Extra Contractual Obligations and/or Loss in Excess of Covered Risk Limits shall be covered hereunder in the same manner as other Loss Adjustment Expense.
- F. However, this Article shall not apply where the Loss has been incurred due to admission of or final legal adjudication or admission of fraud by a member of the Board of Directors or a corporate officer of the Reinsured acting individually or collectively or in collusion with any individual or corporation or any other organization or party involved in the presentation, defense or settlement of any claim covered hereunder.
- G. Recoveries from any form of insurance or reinsurance which protect the Reinsured against claims that are the subject matter of this clause shall inure to the benefit of the Reinsurer and shall be deducted to arrive at the amount of the Reinsured's Loss payable hereunder.
- H. In no event shall coverage be provided to the extent not permitted under law.
- I. Any Extra Contractual Obligation or Loss in Excess of the Covered Risk Limits as defined in this Article shall not increase the amounts recoverable under this Contract as stated in RETENTION AND LIMIT Article of this Contract.

ARTICLE 11

ULTIMATE NET LOSS

- A. "Ultimate Net Loss" means the actual Loss paid by the Reinsured or which the Reinsured becomes liable to pay, such Loss to include Loss Adjustment Expense, 90% of any Extra Contractual Obligation and 90% of any Loss in Excess of Covered Risk Limits as defined in the EXTRA CONTRACTUAL OBLIGATIONS/LOSS IN EXCESS OF COVERED RISK LIMITS ARTICLE.

- B. Prior to settlement of a claim, recouplements and all recoveries (including amounts due from all reinsurances that inure to the benefit of this Contract, whether recovered or not), shall be first deducted from such Ultimate Net Loss to arrive at the amount of liability attaching hereunder.
- C. After the settlement of a Loss, all recouplements, recoveries or payments recovered or received subsequent to Loss settlement hereunder shall be applied as if recovered or received prior to the aforesaid settlement, and all necessary adjustments shall be made by the parties hereto.
- D. The Reinsured shall be deemed to be "liable to pay" a Loss when a judgment has been rendered or a settlement reached between the parties that the Reinsured does not plan to appeal, and/or the Reinsured has obtained a release, and/or the Reinsured has accepted a proof of Loss. The Reinsured shall have a duty to investigate and instigate by its right of subrogation or otherwise to recoup Losses paid under this Contract; when, it determines such recovery actions are reasonably practicable and financially justified.
- E. Nothing in this Article shall be construed to mean that Losses are not recoverable hereunder until the Reinsured's final Ultimate Net Loss has been ascertained.

ARTICLE 12

NET RETAINED LINES

- A. This Contract applies only to that portion of any Ultimate Net Loss that the Reinsured retains net for its own account (prior to deduction of any reinsurance that inures solely to the benefit of the Reinsured).
- B. The amount of the Reinsurer's liability hereunder in respect of any Ultimate Net Loss(es) shall not be increased by reason of the inability of the Reinsured to collect from any other reinsurer(s), whether specific or general, any amounts which may have become due from such reinsurer(s), whether such inability arises from the insolvency of such other reinsurer(s) or otherwise.

ARTICLE 13

NOTICE OF LOSS AND LOSS SETTLEMENTS

The Reinsured will advise the Reinsurer promptly of each claim incurred in excess of 50% of the Reinsured's retention hereunder or that, in the opinion of the Reinsured, may involve the Reinsurer under this Contract and of all subsequent developments pertaining thereto that may materially affect the Reinsurer as well.

The Reinsured will have the right to adjust, settle or compromise all claims under its Covered Risks provided they are within the terms of the Covered Risk and this Contract, will be binding upon the Reinsurer in proportion to their participation in this Contract. When so requested however, the Reinsured will afford the Reinsurer, at the Reinsurers' own expense, an opportunity to be associated with the Reinsured in the defense of any claim, suit, or proceeding involving such Covered Risk, and the Reinsured and the Reinsurer will cooperate in every respect in such defense, it being understood, however, that such cooperation does not alter the Reinsured's right of claims control.

For the purposes of this Article the Reinsurer will collectively appoint a single representative to be associated with such claims reported hereunder.

Notwithstanding that this Contract is one of reimbursement of the Reinsured, the Reinsurer agree that settlement of Ultimate Net Loss will be payable by the Reinsurer immediately upon being furnished by the Reinsured with reasonable evidence of the amount paid or to be paid in excess of the Retained Amount.

The Reinsured must seek the Reinsurers' approval prior to making settlement of any ex gratia payments.

ARTICLE 14

FUNDING

This clause applies only to those Subscribing Reinsurers who are subject to the Special Termination Funding Provision (defined below) and to those who do not qualify for full credit with any regulatory authority having jurisdiction over the Reinsured's reserves. This clause shall not apply to Lloyd's Syndicates unless they are subject to the Special Termination Funding Provision.

If a Subscribing Reinsurer's rating has been downgraded below "A-" by A.M. Best or "BBB+" by S&P or it has been subject to any event described in clauses C or D of Article 4. *Special Termination* and the Reinsured has not terminated such Subscribing Reinsurer's participation in this Contract, then the Reinsured may, subject to notice (and without regard to the last paragraph of Article 4), require that such Subscribing Reinsurer fund its share of Reserves as provided below (the "Special Termination Funding Provision")

As regards Covered Risks issued by the Reinsured coming within the scope of this Contract, the Reinsured agrees that when it shall file with the insurance regulatory authority or set up on its books reserves including, outstanding Ultimate Net Loss reserves and reserves for unearned premium (which, for avoidance of misunderstanding it is noted, will include any incurred but not reported claim or amount) (collectively "Reserves"), it will forward to the Reinsurer a statement showing the proportion of the Reserves, as reported in its statutory financial statements, which is applicable to the Reinsurer and the Reinsurer shall fund its share of such Reserves.

When funding by a Letter of Credit, the Reinsurer agrees to apply for and secure timely delivery to the Reinsured of a clean, irrevocable and unconditional Letter of Credit issued by a bank and containing provisions acceptable to the insurance regulatory authorities having jurisdiction over the Reinsured and the Reinsured in an amount equal to the Reinsurer's proportion of the Reserves, less the value of any accrued reinstatement premium that would be due, and remains unpaid, under the provisions of REINSTATEMENT Article. Such Letter of Credit shall be issued for a period of not less than one year, and shall be automatically extended for one year from its date of expiration or any future expiration date unless ninety (90) days prior to any expiration date, the issuing bank shall notify the Reinsured by certified or registered mail that the issuing bank elects not to consider the Letter of Credit extended for any additional period in which case the Subscribing Reinsurer shall secure replacement funding pursuant to the terms of this Article.

The Reinsurer and Reinsured agree that the Letters of Credit provided by the Reinsurer pursuant to the provisions of this Contract may be drawn upon at any time, notwithstanding any other provision of this Contract, and be utilized by the Reinsured or any successor, by operation of law, of the Reinsured including, without limitation, any liquidator, rehabilitator, receiver or conservator of the Reinsured for the following purposes, unless otherwise provided for in a separate Trust Contract:

- a) to reimburse the Reinsured for the Reinsurer's Obligations, the payment of which is due under the terms of this Contract and which has not been otherwise paid;
- b) to make refund of any sum which is in excess of the actual amount required to pay the Reinsurer's Obligations under this Contract;
- c) to fund an account with the Reinsured for the Reinsurer's Obligations. Such cash deposit shall be held in an interest bearing account separate from the Reinsured's other assets, and interest thereon not in excess of the prime rate shall accrue to the benefit of the Reinsurer;

In the event the amount drawn by the Reinsured on any Letter of Credit is in excess of the actual amount determined to be due, the Reinsured shall promptly return to the Reinsurer the excess amount so drawn. All of the foregoing shall be applied without diminution because of insolvency on the part of the Reinsured or the Reinsurer.

The issuing bank shall have no responsibility whatsoever in connection with the propriety of withdrawals made by the Reinsured or the disposition of funds withdrawn, except to ensure that withdrawals are made only upon the order of properly authorized representatives of the Reinsured.

When and as estimated by the Reinsured but never more frequently than quarterly, the Reinsured shall prepare a specific statement of the Reinsurer's Obligations, for the sole purpose of amending the Letter of Credit, in the following manner:

- a) If the statement shows that the Reinsurer's Obligations exceed the balance of credit as of the statement date, the Reinsurer shall, within thirty (30) days after receipt of notice of such excess, secure delivery to the Reinsured of an amendment to the Letter of Credit increasing the amount of credit by the amount of such difference.
- b) If, however, the statement shows that the Reinsurer's Obligations are less than the balance of credit as of the statement date, the Reinsured shall, within thirty (30) days after receipt of written request from the Reinsurer, release such excess credit by accepting an amendment to the Letter of Credit reducing the amount of credit available by the amount of such excess credit.

ARTICLE 15

CONFIDENTIALITY

- A. The Reinsurer hereby acknowledges that the documents, information and data provided to it by the Reinsured, whether directly or through an authorized agent, in connection with the placement and execution of this Contract ("**Confidential Information**") are proprietary and confidential to the Reinsured. Confidential Information shall not include documents, information or data that the Reinsurer can show:
 1. are publicly known or have become publicly known through no unauthorized act of the Reinsurer;
 2. have been rightfully received from a third person without an obligation of confidentiality; or
 3. were known by the Reinsurer prior to the placement of this Contract without an obligation of confidentiality.
- B. Absent the written consent of the Reinsured, the Reinsurer shall not disclose any Confidential Information to any third parties, including any affiliated companies, except:
 1. when required by retrocessionaires subject to the business ceded to this Contract;
 2. when required by regulators performing an audit of the Reinsurer's records and/or financial condition;
 3. when required by external auditors performing an audit of the Reinsurer's records in the normal course of business; or
 4. when required by attorneys or arbitrators in connection with an actual or potential dispute hereunder.

Further, the Reinsurer agrees not to use any Confidential Information for any purpose not related to the performance of its obligations or enforcement of its rights under this Contract.

- C. Notwithstanding the above, in the event that the Reinsurer is required by court order, other legal process or any regulatory authority to release or disclose any or all of the Confidential Information, the Reinsurer agrees to provide the Reinsured with written notice of same at least 10 days prior to such release or disclosure and to use its best efforts to assist the Reinsured in maintaining the confidentiality provided for in this Article.
- D. The provisions of this Article shall extend to the officers, directors and employees of the Reinsurer and its affiliates, and shall be binding upon their successors and assigns.

ARTICLE 16

COMMUTATION

A. No Claim Bonus Commutation

Within 30 days of the Expiration Date of this Contract the Reinsured may elect to commute this Contract in the event that no Ultimate Net Losses have been discovered by the Reinsured and reported to Reinsurer in exchange for a 10% return of the premium paid in Article 7 of this Contract at the time of exercising. Upon execution of this option and payment of the 10 % of the premium paid in Article 7 of this Contract then the Reinsurer shall be relieved of all further liability, in respect of this Contract both in respect of known or unknown Losses.

B. Commutation option beyond 30 days of the Expiration Date

The following shall only apply if mutually agreed upon by, and in the sole discretion of, both the Reinsurer and Reinsured. The Reinsured or the Reinsurer may at any time express their desire to the other party to commute all Losses which are applicable to this Contract and which are still unsettled. In such event the Reinsured and the Reinsurer shall mutually determine and evaluate such Losses and the payment by the Reinsurer of their proportion of the amount so ascertained and mutually agreed to be the value of such Losses less any reinstatement premium received shall relieve them of all further liability, in respect of this Contract both in respect of known or unknown Losses.

ARTICLE 17

CURRENCY

Where the word "Dollars" and/or the sign "\$" appear in this Contract, they shall mean United States Dollars.

ARTICLE 18

TAXES

In consideration of the terms under which this Contract is issued, the Reinsured undertakes not to claim any deduction of the premium hereon when making Canadian tax returns or when making tax returns, other than Income or Profits Tax returns, to any state or territory of the United States of America or to the District of Columbia.

ARTICLE 19

FEDERAL EXCISE TAX

Applicable to those Subscribing Reinsurer, excepting Underwriters at Lloyd's, London and other subscribing Reinsurer exempt from Federal Excise Tax, who are domiciled outside the United States of America.:

- A. Each Subscribing Reinsurer has agreed to allow, for the purpose of paying the Federal Excise Tax, the applicable percentage of the premium payable hereon (as imposed under the Internal Revenue Code) to the extent such premium is subject to Federal Excise Tax.

- B. In the event of any return of premium becoming due hereunder, the Subscribing Reinsurer shall deduct the applicable percentage of the premium from the amount of the return, and the Reinsured or its agent should take steps to recover the Tax from the U.S. Government.

ARTICLE 20

ERRORS AND OMISSIONS

The Reinsurer shall not be relieved of liability because of an error or accidental omission of the Reinsured in reporting any claim or Loss or any business reinsured under this Contract, provided that the error or omission is rectified promptly after discovery. However, in no event shall this Article override the provisions as set forth in Article 3 of this Contract.

ARTICLE 21

OFFSET

Each party hereto shall have, and may exercise at any time and from time to time, the right to offset any and all balances due from a party to the other arising under this Contract whether acting as assuming Reinsurer or as ceding Reinsured. In the event of the insolvency of a party hereto, offsets shall only be allowed in accordance with the provisions of any applicable law governing offset entitlement.

ARTICLE 22

INSOLVENCY & ALTERNATE PAYEE

- A. In the event of insolvency and the appointment of a conservator, liquidator, or statutory successor of the Reinsured, the reinsurance shall be payable to the conservator, liquidator, or statutory successor on the basis of claims allowed against the insolvent Reinsured by any court of competent jurisdiction or by any conservator, liquidator, or statutory successor of the Reinsured having authority to allow such claims, without diminution because of that insolvency, or because of that insolvency, or because the conservator, liquidator, or statutory successor has failed to pay all or a portion of any claims. Payments by the Reinsurer as set forth in this article shall be made directly to the Reinsured or to its conservator, liquidator, or statutory successor, except where this Contract specifically provides another payee of such reinsurance in the event of the insolvency of the Reinsured. The conservator, liquidator, or statutory successor of the Reinsured shall give written notice of the pendency of a claim against the Reinsured indicating the Covered Risk, within a reasonable time after such claim is filed and the Reinsurer may interpose, at its own expense, in the proceeding where such claim is to be adjudicated, any defense or defenses which it may deem available to the Reinsured or its conservator, liquidator, or statutory successor. The expense thus incurred by the Reinsurer shall be payable subject to court approval out of the estate of the insolvent Reinsured as part of the expense of conservation or liquidation to the extent of a proportionate share of the benefit which may accrue to the Reinsured in conservation or liquidation, solely as a result of the defense undertaken by the Reinsurer.
- B. If the Reinsured becomes insolvent or is taken under supervision by the jurisdiction of its domicile then the Reinsurer may subject to the terms and conditions of this Contract and in accordance with the Insolvency Article herein indemnify of the Original Insured as defined in this Contract as the alternate payee.

In the event of Insolvency Clause being applied hereunder either during or after the Contract Term it is an absolute condition of this Contract that Reinsurer will not pay more than once for the same Ultimate Net Loss covered hereunder.

ARTICLE 23

GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the law of the State of New York, United States of America.

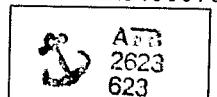
ARTICLE 24**SERVICE OF SUIT**

- A. This Article applies only to those Subscribing Reinsurer not domiciled in the United States of America, and/or not authorized in any state, territory and/or district of the United States of America where authorization is required by insurance regulatory authorities.
- B. This Article shall not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in the ARBITRATION ARTICLE of this Contract. This Article is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to the ARBITRATION ARTICLE of this Contract for resolving disputes arising out of this Contract.
- C. In the event of the failure of the Reinsurer to pay any amount claimed to be due hereunder, the Reinsurer, at the request of the Reinsured, shall submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this Article constitutes or should be understood to constitute a waiver of the Reinsurer's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. The Reinsurer, once the appropriate court is selected, whether such Court is the one originally chosen by the Reinsured and accepted by Reinsurer or is determined by removal, transfer, or otherwise, as provided for above, shall comply with all requirements necessary to give said court jurisdiction and, in any suit instituted against the Reinsurer upon this Contract, shall abide by the final decision of such Court or of any appellate court in the event of an appeal.
- D. Service of process in such suit may be made upon Messrs. Mendes and Mount, 750 Seventh Avenue, New York, New York 10019-6829, or another party specifically designated in the applicable Interests and Liabilities Agreement attached hereto. The above-named are authorized and directed to accept service of process on behalf of the Reinsurer in any such suit.
- E. The Reinsurer hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his successor or successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Reinsured or any beneficiary hereunder arising out of this Contract, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof. Notwithstanding the foregoing, one copy of the served documents must be submitted by registered mail to Mendes & Mount, 750 Seventh Avenue, New York, New York 10019-6829.

ARTICLE 25**ARBITRATION**

Any unresolved difference of opinion between the Reinsurer and the Reinsured shall be submitted for arbitration by three arbitrators. One arbitrator shall be chosen by the Reinsurer, and one shall be chosen by the Reinsured. The third arbitrator shall be chosen by the other two arbitrators within ten (10) days after they have been appointed. If the two arbitrators cannot agree upon a third arbitrator, each arbitrator shall nominate three persons of whom the other shall reject two.

The third arbitrator shall then be chosen by the President for the time being of the American Arbitration Association (the "President") at the written request of either party. If either party fails to choose an arbitrator (a Non-Appointing



Party) within thirty (30) days after receiving the written request of the other party to do so the President shall choose the arbitrator for the Non-Appointing Party. The arbitrators shall be impartial (with no conflict of interest with the Reinsured or Reinsurer) and shall be present or former officials of property or casualty insurance or reinsurance companies or Underwriting Members of Lloyd's.

The party requesting arbitration (the "**Petitioner**") shall submit its brief to the arbitrators within thirty (30) days after notice of the selection of the third arbitrator. Upon receipt of the Petitioner's brief, the other party (the "**Respondent**") shall have thirty (30) days to file a reply brief. On receipt of the Respondent's brief, the Petitioner shall have twenty (20) days to file a rebuttal brief. Respondent shall have twenty (20) days from the receipt of Petitioner's rebuttal brief to file its rebuttal brief. The arbitrators may extend the time for filing of briefs at the request of either party.

The arbitrators are relieved from judicial formalities and, in addition to considering the rules of law and the customs and practices of the insurance and reinsurance business shall make their award with a view to effecting the intent of this Contract. The decision of the majority shall be final and binding upon the parties. The costs of the arbitration panel, including the fees of the arbitrators, shall be shared equally unless the arbitrators decide otherwise. The Reinsurers shall share 50% of these costs in proportion to their participation as per the Interest and Liabilities Agreement attached and forming part of this Contract. The arbitration shall be held at the time and places agreed upon by the arbitrators and the laws of the State of New York shall govern the arbitration.

ARTICLE 26

ACCESS TO RECORDS

The Reinsurer or its duly authorized representatives shall have the right to visit the offices of the Reinsured to inspect, examine, audit, and verify any of the Covered Risks, accounting or claim files ("Records") relating to business reinsured under this Contract during regular business hours after giving five working days' prior notice. This right shall be exercisable during the Term of this Contract or after the expiration of this Contract. Notwithstanding the above, the Reinsurer shall not have any right of access to the Records of the Reinsured if it is not current in all undisputed payments due the Reinsured.

ARTICLE 27

ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the Reinsured and the Reinsurer with respect to the business covered by this Contract, except for separate agreements expressly disclosed within the Contract or in an exhibit incorporated by reference, including any information supplied in the formulation of the Contract.

ARTICLE 28

INTERMEDIARY

It is hereby noted and agreed that Integro Insurance Brokers Limited, 100 Leadenhall Street, London EC3A 3BP and Integro Insurance Brokers Inc, 1 State Street Plaza, New York, New York 10004 are hereby recognized as the Intermediary negotiating this Contract for all business hereunder. The Intermediary will be determined by applying the individual state regulation of the Subscribing Reinsured. All communications (including but not limited to notices, statements, premiums, return premiums, commissions, taxes, losses, loss adjustment expense, salvages and loss settlements) relating thereto shall be transmitted to the Reinsured or the Reinsurer through Integro Insurance Brokers. Payments by the Reinsured to the Intermediary shall be deemed to constitute payment to the Reinsurer. Payments by the Reinsurer to the Intermediary shall be deemed only to constitute payment to the Reinsured to the extent that such payments are actually received by the Reinsured.

ARTICLE 29**AMENDMENT OF COVERED RISKS**

The Reinsured may amend, commute, novate, or otherwise modify any Covered Risk without the prior written consent of the Reinsurer, except to the extent that any such action would be reasonably likely to have a materially adverse effect on the Reinsurer and such change is within the terms of this Contract.

ARTICLE 30**WAIVER**

There shall be no waiver of any breach of the terms of this Contract, nor waiver of any right, remedy, power or privilege conferred by this Contract, except as notified in writing by the party waiving to the other party, or as otherwise expressly provided for in this Contract. Notwithstanding this, and for the avoidance of doubt:

- 1) any waiver of a breach of any term of this Contract or of any default hereunder shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Contract;
- 2) no failure to exercise and no delay on the part of any party in exercising any right, remedy, power or privilege of that party under this Contract and no course of dealing between the parties shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any right, remedy, power or privilege. The rights and remedies provided by this Contract are cumulative and are not exclusive of any rights or remedies provided by law.

ARTICLE 31**ASSIGNMENT AND AMENDMENT**

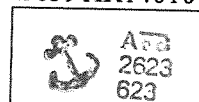
This Contract may not be assigned by a party without the prior written consent of the other parties. This Contract may be amended only by a written instrument executed by each of the parties.

ARTICLE 32**SEVERABILITY**

To the extent that this Contract may be in conflict with any applicable law or regulation, this Contract shall be amended, at the mutual agreement of both the Reinsured and the Reinsurer, to the extent possible, to comply with such law and regulation. If any term or provision of this Contract shall be found by a court of competent jurisdiction to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Contract, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly preserving to the fullest permissible extent the intent and agreements of the parties set forth herein.

ARTICLE 33**COUNTERPARTS**

This Contract may be executed in any number of counterparts, and by the parties on separate counterparts, but will not be effective until each party has executed at least one counterpart. Each counterpart will constitute an original of this Contract, but all the counterparts will together constitute but one and the same instrument. All signatures of the parties to this Contract may be transmitted by facsimile or pdf, and such facsimile or pdf will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces and will be binding upon such party.



INTERESTS AND LIABILITIES AGREEMENT
 (the "Contract")
 of
LLOYD'S SYNDICATES
 (the "Subscribing Reinsurers")
 as respects the
TITLE ERRORS AND OMISSIONS
EXCESS OF LOSS REINSURANCE CONTRACT
 Effective:
 (the "Contract") issued to and executed by
ATTORNEYS TITLE GUARANTEE FUND INC
 (The "Reinsured")

The Subscribing Reinsurers' share in the interests and liabilities of the Reinsurer as set forth in the Contract shall be:

Reinsurer	SIGNED LINE	
LLOYD'S SYNDICATE – A		
LLOYD'S SYNDICATE – B		
LLOYD'S SYNDICATE – C		
LLOYD'S SYNDICATE – D		
LLOYD'S SYNDICATE – E		
LLOYD'S SYNDICATE – F		
LLOYD'S SYNDICATE – G		

The share of the Subscribing Reinsurer in the interests and liabilities of the Reinsurer in respect of the Contract shall be separate and apart from the shares of other subscribing reinsurers, if any, on the Contract. The interests and liabilities of the Subscribing Reinsurer shall not be joint with those of such other subscribing reinsurers and in no event shall the Subscribing Reinsurer participate in the interests and liabilities of such other subscribing reinsurers.

This Contract shall become effective at 12:01 a.m., Eastern Standard Time, 1st January 2014 and shall continue in force until its expiration per the TERM Article of this Contract.

IN WITNESS WHEREOF, the Subscribing Reinsurers have caused this Contract to be executed by its duly authorized representative as follows:

Signature

Signed by

Title

On this _____ day of _____, in the year ____.
 Market Reference Number:



ADDENDUM "A"

NUCLEAR INCIDENT EXCLUSION

- (1) *This reinsurance does not cover any loss or liability accruing to the Reassured as a member of, or subscriber to, any association of insurers or reinsurers formed for the purpose of covering nuclear energy risks or as a direct or indirect reinsurer of any such member, subscriber or association.*
- (2) *Without in any way restricting the operation of paragraph (1) of this Clause it is understood and agreed that for all purposes of this reinsurance all the original policies of the Reassured (new, renewal and replacement) of the classes specified in Clause II of this paragraph (2) from the time specified in Clause III in this paragraph (2) shall be deemed to include the following provision (specified as the Limited Exclusion Provision):*

Limited Exclusion Provision.*

- I. It is agreed that the policy does not apply under any liability coverage, to (injury, sickness, disease, death or destruction (bodily injury or property damage with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability.
- II. Family Automobile Policies (liability only), Special Automobile Policies (private passenger automobiles, liability only), Farmers Comprehensive Personal Liability Policies (liability only), Comprehensive Personal Liability Policies (liability only) or policies of a similar nature; and the liability portion of combination forms related to the four classes of policies stated above, such as the Comprehensive Dwelling Policy and the applicable types of Homeowners Policies.
- III. The inception dates and thereafter of all original policies as described in II above, whether new, renewal or replacement, being policies which either (a) become effective on or after 1st May, 1960, or (b) become effective before that date and contain the Limited Exclusion Provision set out above; provided this paragraph (2) shall not be applicable to Family Automobile Policies, Special Automobile Policies, or policies or combination policies of a similar nature, issued by the Company, until 90 days following approval of the Limited Exclusion Provision by the Governmental Authority having jurisdiction thereof.
- (3) Except for those classes of policies specified in Clause II of paragraph (2) and without in any way restricting the operation of paragraph (1) of this Clause, it is understood and agreed that for all purposes of this reinsurance the original liability policies of the Reassured (new, renewal and replacement) affording the following coverages:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability, including Massachusetts Motor Vehicle or Garage Liability)

shall be deemed to include, with respect to such coverages, from the time specified in Clause V of this paragraph (3), the following provision (specified as the Broad Exclusion Provision):

Broad Exclusion Provision.*

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to (injury, sickness, disease, death or destruction (bodily injury or property damage

- (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to (immediate medical or surgical relief, (first aid, to expenses incurred with respect to (bodily injury, sickness, disease or death (bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage to (injury, sickness, disease, death or destruction (bodily injury or property damage resulting from the hazardous properties of nuclear material, if
- (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed there from;
- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (c) the (injury, sickness, disease, death or destruction (bodily injury or property damages out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories, or possessions or Canada, this exclusion (c) applies only to (injury to or destruction of property at such nuclear facility (property damage to such nuclear facility and any property thereat.
- IV. As used in this endorsement:
- "Hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means
- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such



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equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

(With respect to injury to or destruction of property, the word "injury" or "destruction" ("property damage" includes all forms of radioactive contamination of property).

- V. The inception dates and thereafter of all original policies affording coverages specified in this paragraph (3), whether new, renewal or replacement, being policies which become effective on or after 1st May, 1960, provided this paragraph (3) shall not be applicable to

(i) Garage and Automobile Policies issued by the Company, or

(ii) statutory liability insurance required under Chapter 90, General Laws of Massachusetts, until 90 days following approval of the Broad Exclusion Provision by the Governmental Authority having jurisdiction thereof.

- (4) Without in any way restricting the operation of paragraph (1) of this Clause, it is understood and agreed that paragraphs (2) and (3) above are not applicable to original liability policies of the Reassured in Canada and that with respect to such policies this Clause shall be deemed to include the Nuclear Energy Liability Exclusion Provisions adopted by the Canadian Underwriters' Association of the Independent Insurance Conference of Canada.

