80% QUOTA SHARE REINSURANCE AGREEMENT

This Agreement is made and entered into by and between FIRST NONPROFIT MUTUAL INSURANCE COMPANY, an Illinois domestic insurance company ("FNP"), and MILWAUKEE MUTUAL INSURANCE COMPANY, a Wisconsin domestic insurance company ("MMIC").

WHEREAS, FNP and MMIC desire to optimize the ratings of FNP from independent rating organizations and provide additional security to FNP's policyholders by FNP ceding to MMIC 80% of the Net Retained Liability (as hereinafter defined) arising from claims incurred (or reported under claims-made policies) after the Effective Date of this Agreement under all in-force policies previously written and new policies to be issued by FNP, net of in-force and new third party reinsurance inuring to the benefit of FNP under facultative or treaty reinsurance contracts other than this Agreement; and

WHEREAS, FNP desires to continue to write business, provided that MMIC assumes 80% of the Net Retained Liability on the new business, and MMIC desires to assume by means of indemnity reinsurance 80% of the Net Retained Liability on such business, in each case subject to the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and agreements hereinafter set forth, it is agreed by FNP and MMIC as follows:

ARTICLE I

BUSINESS REINSURED

A. FNP hereby cedes, and MMIC hereby assumes, an 80% quota share participation in the Net Retained Liability (as hereinafter defined) of FNP in respect of all claims incurred (or, subject to Paragraph B below, claims reported under claims-made policies) after the Effective Date of this Agreement under all (i) in-force policies, binders, contracts, certificates, agreements, inbound third-party reinsurance agreements, and renewals of the same, entered into or assumed by FNP on or prior to the Effective Date of this Agreement (such in-force insurance business sometimes hereinafter referred to as "Existing Business"), and (ii) policies, binders, contracts, certificates, agreements, inbound third-party reinsurance agreements, and renewals of the same, entered into or assumed by FNP after the Effective Date of this Agreement until the termination of this Agreement (such new or renewed insurance policies and contracts sometimes hereinafter referred to as "New Business"). All insurance policies and contracts of insurance issued directly by FNP or reinsured by FNP under inbound third party reinsurance agreements, whether part of the Existing Business or New Business, are hereinafter referred to collectively as the "Policies".

B. With respect to claims-made policies issued by FNP, MMIC shall reinsure any claim made after the Effective Date of this Agreement if (i) the policy under which the claim is made was "active" (meaning in-force with an unexpired term) as of or at any point subsequent to the Effective Date, and (ii) the claim is also reinsured under FNP's Third Party Reinsurance (as that term is defined in the following paragraph); provided, however, that MMIC shall not reinsure any claim made under any extended reporting endorsement or "tail" to a claims-made policy, if the extended reporting endorsement or tail was issued prior to the Effective Date of this Agreement.

C. "Net Retained Liability" shall be that portion of FNP's gross liability on the Policies which shall remain after deducting the amount, if any, of liability ceded pursuant to facultative or treaty contracts other than this Agreement ("Third Party Reinsurance"). Reinsurance recoverables on Third Party Reinsurance shall be applied for the benefit of FNP and MMIC to the extent related to liability reinsured hereunder. Subsequent to the Effective Date of this Agreement, FNP shall not negotiate or effect any change in the terms, amounts or sources of its Third-Party Reinsurance without obtaining MMIC's prior written consent to the proposed changes.

D. MMIC's liability under this Agreement shall be subject in all respects (a) to the same terms, conditions and waivers, and to the same modifications, alterations and cancellations as the Policies; and (b) to FNP's liability in respect of the Policies, whether or not incurred within the terms of such Policies. MMIC's liability in respect of New Business shall commence simultaneously and automatically with the liability of FNP. MMIC's liability in respect of Existing Business shall commence on the Effective Date of this Agreement and extend only to claims incurred (or, subject to Paragraph B above, claims reported under claims-made policies) after the Effective Date of this Agreement. FNP's and MMIC's liability on New Business and Existing Business shall terminate simultaneously.

ARTICLE II

DURATION OF AGREEMENT

A. The Effective Date of this Agreement shall be the later of July 1, 2001 or the effective date of the approval of this Agreement by the Illinois Department of Insurance; provided, however, that in the latter case, if approval is not effective as of the first day of the month at issue, the Effective Date of this Agreement shall be the first day of the month following the effective date of the approval of this Agreement by the Illinois Department of Insurance.

B. This Agreement shall continue in force until December 31, 2006, except that: (i) the Agreement shall terminate automatically (subject to the runoff obligations contained in paragraph II.C of this Agreement) in the event that the Reinsurance Agreement between MMIC and Trinity Universal Insurance Company ("Trinity"), dated December 31, 1996 (the "Trinity Agreement"), is terminated and not replaced with comparable coverage by Trinity; provided, however, that MMIC promptly forwards to FNP any notice of termination it receives relative to the Trinity Agreement, it being understood that the Trinity Agreement is being amended effective July 1, 2001 to require 180 days' written notice to terminate; and (ii) the Agreement may be terminated by either party on 180 days' written notice given to the other party in the event that subsequent merger negotiations between the mutual holding companies to be created by FNP and MMIC are terminated.

C. If this Agreement naturally expires or is terminated as provided in paragraph II.B, then MMIC shall remain liable as provided herein for all Policies in force at expiration or termination of this Agreement; however, the liability of MMIC shall cease with respect to losses occurring (or, subject to I.B, claims reported under claims-made policies) subsequent to the first anniversary, natural expiration or cancellation of the Policies, not to extend beyond twelve (12) months after the expiration or termination of this Agreement. In the event of expiration or termination of this Agreement, MMIC shall refund to FNP the unearned Ceded Premium applicable to any unexpired liability (calculated on a pro rata basis) remaining on the Policies reinsured hereunder, less the ceding commission allowed by MMIC thereon (the "Unearned Ceded Premium Refund"). Calculation and payment of the Unearned Ceded Premium Refund (if any) shall occur at the conclusion of the runoff. MMIC will continue to be liable for its proportionate share of the outstanding losses (reported or unreported) on the Policies reinsured hereunder with a date of loss prior to the conclusion of the runoff, except for losses under claims-made policies, for which MMIC will continue to be liable only for claims made prior to conclusion of the run-off.

D. The parties hereto expressly covenant and agree that, in the event of termination or natural expiration of this Agreement, they will cooperate with each other in the handling of all runoff insurance business until all Policies reinsured hereunder have expired or have been canceled or non-renewed, and all losses have been settled or closed. All costs and expenses associated with the handling of such runoff insurance business shall be borne by FNP, but liability for the losses and claims (including allocated loss adjustment expense) shall be borne by the parties consistent with the terms of this Agreement.

E. Either MMIC or FNP may request commutation of that portion of any loss reinsured hereunder and represented by any claim or claims still outstanding five (5) years after the date of termination or natural expiration of this Agreement, or by all claims outstanding at any time after termination or natural expiration of this Agreement if the total actuarial liability of all such unpaid claims (reported and not reported) falls below Five Hundred Thousand Dollars ($500,000). Within sixty (60) days after such a request, FNP shall submit a statement of valuation of the outstanding claim or claims showing the elements considered reasonable to establish the ultimate net loss and MMIC shall pay the amount requested if it agrees with FNP's statement of valuation. If MMIC does not agree with FNP's statement of valuation, the requesting party may elect to abandon the commutation, or alternately the requesting party may elect to have FNP and MMIC appoint an actuary or appraiser mutually agreeable to both parties to investigate, determine, and capitalize such claim or claims, and MMIC shall pay its proportion of the amount so determined to be the capitalized value of such claim or claims.

ARTICLE III

CONSIDERATION

A. As premium for the reinsurance of the Policies provided under this Agreement, MMIC shall be entitled to receive: (i) on the Effective Date of this Agreement, and with respect to Existing Business, cash or securities acceptable to MMIC and equal to 80% of the unearned premium reserves established by FNP and assumed by MMIC on the Existing Business, plus 80% of any installment premiums, audit premiums, premiums on renewals of

Existing Business, or other premiums due on Existing Business to the extent such amounts are not included in FNP's unearned premium reserves; and (ii) with respect to New Business, 80% of the Net Written Premiums received from the insureds on the New Business (both (i) and (ii) collectively referred to as "Ceded Premium"). "Net Written Premiums" are defined as gross premiums charged minus return premiums on cancellations or other returns and minus reinsurance premiums, if any, paid by FNP for Third Party Reinsurance.

B. As an incident of the reinsurance provided under this Agreement, MMIC will pay FNP a ceding commission. The ceding commission for a given calendar year shall have two components: (i) an Interim Provisional Ceding Commission, which shall be the amount paid to FNP on a monthly basis during the calendar year and which shall be equal to an established percentage of the Ceded Premium paid by FNP to MMIC on a monthly basis during the same calendar year; and (ii) an Adjusted Provisional Ceding Commission, which shall adjust the Interim Provisional Ceding Commission after the calendar year is concluded to reflect the actual expenses incurred by FNP during the calendar year on the business reinsured hereunder (the "Expense Adjustment") as reported in FNP's Annual Statement/Yellow Book (the "Annual Statement"), with certain specified adjustments. The Interim Provisional Ceding Commission and Adjusted Provisional Ceding Commission for the calendar years covered by this Agreement shall be calculated as follows:

1. For calendar year 2001, or any portion thereof, and calendar year 2002, the Interim Provisional Ceding Commission shall be 32.5% of the Ceded Premium. For every calendar year after 2002, the Interim Provisional Ceding Commission shall be a percentage of Ceded Premium equal to the percentage established by the Expense Adjustment calculation for the preceding calendar year, subject to a maximum of 32.5% of Ceded Premium.

2. For any given calendar year after 2001, an Expense Adjustment percentage shall be calculated by dividing the expenses incurred by FNP for that calendar year (as reported in Part 4, Column 2, Line 22 of the Underwriting and Investment Exhibit of the Annual Statement, exclusive of Interim Provisional Ceding Commission, Adjusted Provisional Ceding Commission and Ratio Adjustment amounts, if any, reflected therein) by the Net Written Premiums of FNP for that calendar year, subject to a maximum of 32.5%.

3. If the percentage established by the Expense Adjustment calculation for any given calendar year (subject to a maximum of 32.5%) is less than the Interim Provisional Ceding Commission percentage for the calendar year at issue, FNP shall pay to MMIC the Adjusted Provisional Ceding Commission, determined as the difference between the Interim Provisional Ceding Commission percentage for the calendar year at issue and the Expense Adjustment percentage for the calendar year at issue, multiplied by the Ceded Premium for the calendar year at issue. Such amount shall be paid pro ratably in twelve (12) monthly installments

payable at the end of each month, except the first three (3) such installments shall be payable on March 31.

4. If the percentage established by the Expense Adjustment calculation for any given calendar year (subject to a maximum of 32.5%) is greater than the Interim Provisional Ceding Commission percentage for the calendar year at issue, MMIC shall pay to FNP the Adjusted Provisional Ceding Commission, determined as the difference between the Expense Adjustment percentage for the calendar year at issue and the Interim Provisional Ceding Commission percentage for the calendar year at issue multiplied by the Ceded Premium for the calendar year at issue. Such amount shall be paid pro ratably in twelve (12) monthly installments payable at the end of each month, except the first three (3) such installments shall be payable on March 31.

5. FNP shall perform the annual Expense Adjustment calculation, and provide written notice of the same to MMIC, within five (5) days after FNP files its Annual Statement for the calendar year at issue with the Illinois Department of Insurance, and in no event later than March 5th of any calendar year. Both FNP and MMIC agree that calculation of the maximum percentage of 32.5% for the Expense Adjustment under this Section B shall be for separate and discrete calendar years and that there shall be no carrybacks or carryforwards of such excess expenses to other years.

C. Beginning with the calendar year 2002 and in the event that FNP's Combined Ratio (as hereinafter defined) for the preceding calendar year is 105% or higher, the ceding commission, as established above, shall be reduced in accordance with the following schedule and procedures (the "Ratio Adjustment"):

Combined Ratio of FNP	Ratio Adjustment Percentage
105 through less than 106	1 point
106 through less than 107	2 points
107 through less than 108	3 points
108 through less than 109	4 points
109 through less than 110	5 points
110 through less than 111	6 points
111 through less than 112	7 points
112 through less than 113	8 points
113 through less than 114	9 points
114 or greater	10 points

On March 1st following the first calendar year of this Agreement (or portion thereof), FNP shall pay MMIC an amount equal to the Ratio Adjustment percentage, if any, for the preceding calendar year multiplied by Ceded Premium for such year or portion thereof. On March 1st following each subsequent calendar year, FNP shall pay an amount equal to the Ratio Adjustment percentage (computed as an average over the previous years, until a three-year period is established for averaging FNP's Combined Ratio results, in each case weighted to take into account any premium increases or decreases during the relevant period) multiplied by Ceded Premium for such subsequent year. If the Ratio Adjustment actually paid by FNP in previous years exceeds the amount that would have been paid had the previous years been combined and treated as a single year for purposes of calculating the Ratio Adjustment amount, MMIC will pay FNP a refund equal to such difference on or before March 1st of the year in which the calculation was made. If the Ratio Adjustment actually paid by FNP in previous years is less than the amount that would have been paid had the previous years been combined and treated as a single year for purposes of calculating the Ratio Adjustment amount, FNP will pay MMIC an amount equal to such difference on or before March 1st of the year in which the calculation was made. After the third calendar year of this Agreement, the Ratio Adjustment shall be computed based upon a rolling three-year weighted average of FNP's Combined Ratio on business ceded from FNP to MMIC, and FNP shall pay MMIC an amount equal to the Ratio Adjustment, if any, on March 1st of the year following the calendar year in which the three-year combined ratio was measured.

The Ratio Adjustment under this Section C shall be calculated separate from, and shall have no affect upon, the calculation of the Interim Provisional Ceding Commission or Adjusted Provisional Ceding Commission for any subsequent calendar year.

D. Conditioned upon the closing of a subsequent merger transaction between two mutual holding companies, one each to be formed by FNP and MMIC, respectively (the "Merger"), and with respect to any calendar year of this Agreement (or portion thereof) subsequent to the closing of the Merger, MMIC shall make an incentive payment to FNP, based upon FNP's Combined Ratio for the calendar year at issue (the "Incentive Payment"), subject to a maximum cumulative total of $2,000,000 over the life of this Agreement (the "Cumulative Limit"). The Incentive Payments are provided for the sole purpose of funding a non-profit foundation (the "Foundation") to be established by FNP for the purpose of providing grants, continuing education seminars, consulting on matters relating to non-profit corporations, risk management or loss control services, and otherwise furthering the social welfare purposes of the non-profit charitable community. Subject to the Cumulative Limit, the Incentive Payment with respect to any particular calendar year shall be paid to FNP on March 1st following the calendar year at issue, according to the following schedule:

Combined Ratio of FNP	Incentive Payment as a Percentage of Ceded Premium
102 or greater	0.0%
101 through less than 102	0.5%
100 through less than 101	1.0%
99 through less than 100	1.5%
98 through less than 99	2.0%
97.5 through less than 98	2.5%
less than 97.5	3.0%

Once the Cumulative Limit is reached, no further Incentive Payments are required by this Agreement. The Incentive Payment calculated under this Section D for any given calendar year shall be calculated separate from, and shall have no affect upon, the calculation of the Interim Provisional Ceding Commission or Adjusted Provisional Ceding Commission for any subsequent calendar year.

E. "Combined Ratio" shall mean the sum of FNP's expense ratio (as determined on a written premium basis and subject to a maximum of 32.5%) and its loss ratio (as determined on an earned premium basis) with respect to the Policies. Combined Ratio shall be determined and reported by FNP to MMIC quarterly and in accordance with past practices, including calculation of IBNR claim reserves, and shall be subject to an annual review by an independent actuary retained by FNP with MMIC's annual consent, which consent shall not be unreasonably withheld.

ARTICLE IV

UNDERWRITING GUIDELINES

No later than ten (10) days after the Effective Date of this Agreement, FNP shall provide to MMIC a copy of FNP's existing underwriting guidelines applicable to the Policies (the "Underwriting Guidelines"). FNP shall adhere to, act in conformance with and administer the Policies in conformance with the Underwriting Guidelines and/or its customary underwriting practices; provided, however, that FNP shall not modify the Underwriting Guidelines or its underwriting practices so as to (i) change the lines or classes of business written by FNP, (ii) change the commission schedules applicable to FNP's producing agents, or (iii) alter any other material provision of the Underwriting Guidelines or its underwriting practices, without the prior, written consent of MMIC, which consent shall not be unreasonably withheld.

ARTICLE V

ADMINISTRATION, LOSSES, AND CLAIMS

A. From and after the Effective Date, FNP shall be responsible for the administration of all aspects of the Policies, subject to MMIC making available to FNP upon request certain ancillary support services that FNP may decide to outsource, including, without limitation, data systems management, product development and filings, and investment pooling and management. FNP's administrative duties shall include, without limitation, handling all regulatory filings; underwriting, accepting risks and issuing the Policies; billing and collecting all premiums; paying all agents' and brokers' commissions; defending, adjusting, settling and paying all claims arising under the Policies; reporting to MMIC; compiling statistical data necessary for MMIC to comply with all financial reporting and regulatory reporting requirements; and providing such other services as are required by this Agreement.

B. When so requested in writing, FNP shall afford MMIC or its representatives an opportunity to be associated with FNP, at the expense of MMIC or its representatives, in the defense of any claim, suit or proceeding involving this reinsurance, and FNP and MMIC shall cooperate in every respect in the defense of such claim, suit or proceeding.

C. Notwithstanding the delegation of any authority contained in this Agreement or the provision of ancillary support services by MMIC on FNP's request, FNP has and retains the ultimate control of, and responsibility for, the performance of all administrative functions under this Agreement.

ARTICLE VI

SETTLEMENTS, REPORTS, AND NOTICES

A. No later than fifteen (15) days after the close of each calendar month, FNP shall prepare and provide to MMIC a statement of accounts in such form and in such detail as may be required by MMIC, and the balance due as shown in such statement from either party shall be remitted to the other not later than thirty (30) days after the close of the calendar month. Accounts shall be rendered and all payments made in United States currency.

B. No later than fifteen (15) days after the close of each calendar quarter, FNP shall also furnish MMIC statements reflecting all necessary figures for any financial statement, annual report, or other requirement mandated by insurance departments or other regulatory authorities having jurisdiction over MMIC.

C. FNP shall advise MMIC promptly, in writing, of the occurrence of any and all losses or claims which, in FNP's opinion, may result in a loss reinsured under this Agreement (i) exceeding One Hundred Thousand Dollars ($100,000), (ii) involving allegations of fraud and/or seeking extracontractual damages, or (iii) for which FNP must notify third party reinsurers other than MMIC (collectively, "Material Losses"). In addition to the foregoing notice, FNP shall also advise MMIC promptly of all subsequent developments relating to Material Losses which, in FNP's opinion, may materially affect MMIC's position.

ARTICLE VII

RECORDS AND INSPECTION

All records pertaining to the Policies, including claims arising under the Policies, shall be deemed to be jointly owned records of FNP and MMIC, and shall be made available to FNP and MMIC or their representatives or any duly appointed examiner for any State within the United States. Each party shall have the right at any reasonable time to inspect, through its duly authorized representatives, and make copies of all books, records, and papers pertaining to any matter under this Agreement or any claims or losses incurred under the Policies.

ARTICLE VIII

OFFSET CLAUSE

Each party hereto shall have, and may exercise at any time and from time to time, the right to offset any balance or balances, whether on account of premiums or on account of losses or otherwise, due from such party to the other party or its designee hereto under this Agreement or under any other reinsurance agreement heretofore or hereafter entered into by and between them, including the Incentive Payment payable to FNP, and may offset the same against any balance or balances due to the former from the latter under the same or any other reinsurance agreement between them; and the party asserting the right of offset shall have and may exercise such right whether the balance or balances due or to become due to such party from the other are on account of premiums or on account of losses or otherwise and regardless of the capacity, whether as assuming insurer or as ceding insurer, in which each party acted under the agreement or, if more than one, the different agreements involved, provided, however, that, in the event of the insolvency of a party hereto, offsets shall only be allowed in accordance with the provisions of applicable law.

ARTICLE IX

INSOLVENCY

In the event of the insolvency of FNP, this reinsurance shall be payable directly to FNP, or to its receiver, immediately upon demand on the basis of the liability of FNP without diminution because of the insolvency of FNP or because the receiver of FNP has failed to pay all or a portion of any claim. It is agreed, however, that the receiver of FNP shall give written notice to MMIC of the pendency of a claim against FNP, indicating the Policy reinsured, which claim would involve a possible liability on the part of MMIC within a reasonable time after such claim is filed in the conservation or liquidation proceeding or in the receivership, and that during the pendency of such claim, MMIC may investigate and interpose, at its own expense, in the proceeding where such claim is to be adjudicated any defense or defenses that it may deem available to FNP or its receiver. The expense thus incurred by MMIC shall be chargeable subject to the approval of the court against FNP as part of the expense of conservation or liquidation to the extent of a pro-rata share of the benefit which may accrue to FNP solely as a result of the defense undertaken by MMIC. As used in this Article, the word "receiver" means liquidator, receiver, conservator or statutory successor.

ARTICLE X

CREDIT FOR REINSURANCE

A. MMIC agrees that so long as this Agreement shall be in force, it will have statutory capital and surplus (consisting of cash and securities valued as determined under NAIC Valuation Standards) of not less than the amount necessary to comply with the law of all applicable jurisdictions regarding minimum capital and surplus of an insurance company writing the Policies.

B. MMIC agrees to maintain reserves consistent with the laws of any jurisdiction having regulatory authority with respect to the Policies.

C. Except for jurisdictions in which FNP is not currently licensed and FNP does not have a license application pending, MMIC agrees, at its own expense, to take all steps necessary to ensure that FNP obtains full financial statement credit in all applicable jurisdictions for the Policies ceded hereunder, including the posting of letters of credit and other acceptable securities, if required.

ARTICLE XI

ERRORS AND OMISSIONS

Inadvertent delays, errors, or omissions made in connection with this Agreement or any transactions hereunder, whether in respect to cessions, or claims, or otherwise, shall not invalidate this Agreement and shall not relieve either party from any liability under this Agreement which would have attached had such delay, error, or omission not occurred, provided always that such error or omission be rectified as soon as possible after discovery.

ARTICLE XII

ARBITRATION

A. Subject to paragraph II.E of this Agreement, any dispute arising out of this Agreement shall be submitted to the decision of a board of arbitration composed of two arbitrators and an umpire, meeting in Chicago, Illinois, unless otherwise agreed. The laws of the State of Illinois shall govern the interpretation and application of this Agreement and the enforcement of the arbitration award.

B. The members of the board of arbitration shall be active or retired disinterested officials of insurance or reinsurance companies, other than the parties or their affiliates. Each party shall appoint its arbitrator, and the two arbitrators shall choose an umpire before instituting the hearing. If the respondent fails to appoint its arbitrator within twenty (20) days after being requested to do so by the claimant, the latter shall also appoint the second arbitrator within ten (10) days after the expiration of the twenty (20) days for respondent to appoint its arbitrator. If the two arbitrators fail to agree upon the appointment of an umpire at the end of twenty (20) days following the last date of the appointment of the arbitrators, each of them shall name three candidates within ten (10) days, of whom the other shall decline two within ten (10) days after the three are named and the decision shall be made of the remaining two by drawing lots within five (5) days after the last declination of a candidate.

C. The claimant shall submit its initial statement within twenty (20) days from appointment of the umpire. The respondent shall submit its statement within twenty (20) days after receipt of the claimant's statement, and the claimant may submit a reply statement within ten (10) days after receipt of the respondent's statement. No other statement shall be submitted by either party.

D. The board shall consider this Agreement an honorable engagement rather than merely a legal obligation and shall make its decision with regard to the custom and usage of the insurance and reinsurance business. The board shall have injunctive powers, including but not limited to the power to cause a party to deposit any monies in dispute into an interest-bearing escrow account. The board shall issue its decision in writing upon evidence introduced at a hearing or by other means of submitting evidence in which strict rules of evidence need not be followed, but in which cross examination and rebuttal shall be allowed if requested. Any hearing shall commence within thirty (30) days of claimant's reply statement, or of respondent's statement if claimant does not submit a reply statement. The board shall make its decision within forty-five (45) days following the termination of the hearing unless the parties consent to an extension. The majority decision of the board shall be final and binding upon all parties to the proceeding. As soon as practical after the board renders an award, judgment shall be entered upon the award of the board in any court having jurisdiction thereof. Post-award interest shall accrue on any award from the time the board renders the award until the award is paid in full. The amount of post-award interest shall be the amount specified under Illinois law. The board shall have the authority to award pre-award interest, attorneys' fees and any interim relief the board may deem appropriate.

E. Each party shall bear the expense of its own arbitrator and shall jointly and equally bear with the other party the expense of the umpire. The remaining costs of the arbitration proceedings shall be allocated by the board.

F. In the event of subsequent actions or proceedings to enforce any rights hereunder, the prevailing party shall be entitled to recover its reasonable attorneys fees.

ARTICLE XIII

NOTICES

A. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be delivered personally, telegraphed or sent by certified, registered or express mail, postage prepaid. Any such notice shall be deemed given when so delivered personally, telegraphed or, if mailed, on the date of receipt as follows:

1. If to FNP to:

   First Nonprofit Mutual Insurance Company
   111 N. Canal Street, Suite 801
   Chicago, IL 60606
   Attention: President

2. If to MMIC to:

   Milwaukee Mutual Insurance Company
   250 North Sunny Slope Road, #250
   Brookfield, WI 53005
   Attention: President

B. By notice given in accordance with this Article to the other party, any party may designate another address or person for receipt of notice hereunder.

ARTICLE XIV

MISCELLANEOUS

A. This Agreement constitutes the entire contract between the parties and there are no other understandings between them with respect to the subject matter of this Agreement other than as is expressed herein or in a duly executed addendum. Any changes or modifications to this Agreement shall be null and void unless made by a signed addendum hereto.

B. This Agreement shall be governed by the laws of the State of Illinois.

C. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

D. This Agreement shall inure to the benefit of the parties and be binding upon their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed by their respective corporate officers on the ___ day of August, 2001.

Attest:	FIRST NONPROFIT MUTUAL INSURANCE COMPANY
______________________	By: ______________________
Secretary	Title: ______________________
Attest:	MILWAUKEE MUTUAL INSURANCE COMPANY
______________________	By: ______________________
Secretary	Title: ______________________