

EXHIBIT A TO STOCK PURCHASE AGREEMENT

ADMINISTRATIVE SERVICES AGREEMENT

by and between

THE OMAHA INDEMNITY COMPANY

and

PROPERTY AND CASUALTY COMPANY OF OMAHA

Dated as of _____, 2017

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ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT (the “**Agreement**”) is made and entered into as of _____, 2017 (the “**Effective Date**”) by and between The Omaha Indemnity Company, a Wisconsin domestic stock insurance company (the “**Company**”), and Property and Casualty Company of Omaha (“**Administrator**”).

WHEREAS, Mutual of Omaha Insurance Company (“**Seller**”) and Hannover Finance, Inc. (“**Buyer**”) are parties to that certain Stock Purchase Agreement, dated September 15, 2017 (the “**Stock Purchase Agreement**”), pursuant to which Buyer will acquire from Seller all of the issued and outstanding shares of capital stock of the Company; (the “**Acquisition**”);

WHEREAS, pursuant to, and as a condition of, the Stock Purchase Agreement, the Company and Administrator have entered into that certain 100% Quota Share Reinsurance Agreement, dated as of the Effective Date (the “**Reinsurance Agreement**”), whereby Company will cede, and Administrator will assume, on a 100% quota share basis, all Reinsured Liabilities (as defined herein) arising under the Reinsured Contracts (as defined herein);

WHEREAS, pursuant to the Stock Purchase Agreement, Buyer and Seller have agreed that, as a condition precedent to the Closing, Seller, Buyer, and Company shall enter into a Guaranty Agreement pursuant to which Seller shall guaranty to Buyer and the Company the performance and payment of any and all obligations, including without limitation any financial obligations, of Administrator under this Agreement and the Reinsurance Agreement; and

WHEREAS, the Company desires to retain and appoint Administrator on an exclusive basis to provide the Administrative Services (as defined below), and Administrator desires to accept such appointment and perform the Administrative Services, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and promises contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions. The following terms shall have the respective meanings set forth below throughout this Agreement and the following definitions shall be equally applicable to both the singular and plural forms of any of the terms defined herein:

“**Administrative Services**” shall mean any and all services that are necessary, required or appropriate to administer and run off the Reinsured Contracts and Reinsured Liabilities, including, but not limited to, the following: (i) receiving, processing, investigating, evaluating, adjusting, settling and paying claims filed by or on behalf of policyholders and/or cedents under the Reinsured Contracts; (ii) preparing and mailing or causing to be prepared and mailed all necessary, required or appropriate policyholder and/or cedent statements, notices,

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reports and communications; (iii) preparing and delivering to the Company all accounting, financial, and actuarial information (including calculating the reserves for the Reinsured Liabilities and any statutory deposits related thereto) related to the Reinsured Contracts that are necessary to meet any statutory or Tax requirements of the Company (including Company's parent company and/or Affiliates) within the time frames set forth herein; (iv) collecting all Third Party Reinsurance Recoverables (as defined herein), and administering, drawing down and collecting any letters of credit, funds held in trust accounts, loss funds, premium deposits, deductible deposits, outstanding cash advances and any proceeds thereof provided by reinsurers under Third Party Reinsurance Treaties (as defined herein); (v) handling all regulatory compliance matters in connection with the Reinsured Contracts, Reinsured Liabilities, and the Administrative Services, subject to the limitations set forth in this Agreement; (vi) maintaining appropriate books and records of all transactions related to the Reinsured Contracts and the Reinsured Liabilities; (vii) answering all inquiries relating to the Reinsured Contracts, Reinsured Liabilities, and the Administrative Services; (viii) defending and prosecuting Litigation relating to, arising under, or in connection with the Reinsured Contracts, Reinsured Liabilities, or the Administrative Services, subject to the limitations set forth in this Agreement; and (ix) providing such additional services as may be reasonably necessary, required or appropriate to properly administer the Reinsured Contracts or Reinsured Liabilities.

“**Affiliate**” of any Person means another Person that directly or indirectly controls, is controlled by, or is under common control with, such first Person, where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person; provided, however, that the Company and its Affiliates shall not be deemed Affiliates of the Administrator and the Administrator shall not be deemed an Affiliate of the Company and its Affiliates.

“**Applicable Law**” means any domestic or foreign federal, state or local statute, law, ordinance or code, or any written rules, regulations or administrative interpretations issued by any Governmental Authority pursuant to any of the foregoing, and any order, writ, injunction, directive, judgment or decree of a court of competent jurisdiction applicable to the parties hereto.

“**Books and Records**” means all information, data and records in the possession or control of the Company, Administrator, or any of their respective Affiliates, relating to the Reinsured Contracts and Reinsured Liabilities including, but not limited to, administrative records, claim records, policy files, reinsurance records, underwriting and accounting records and records relating to tax information and tax qualification reporting.

“**Business Day**” means any day other than Saturday, Sunday or a day on which banking institutions in the United States are permitted or obligated by Applicable Law to be closed.

“**Closing**” shall have the meaning ascribed to it in the Stock Purchase Agreement.

“**Company Information**” means all Confidential information, the information of Company's insureds, including underwriting, claims handling, and premium information, and all other information provided to Administrator by or on behalf of Company, its representatives,

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customers or policyholders in connection with this Agreement or that is otherwise a product of the performance of Administrator's duties under this Agreement.

"Confidential Information" means all Books and Records and all documents and information concerning one party or any of its Affiliates or a policyholder furnished to the other party or such other party's Affiliates or Representatives in connection with this Agreement or the Administrative Services contemplated hereby, except that, to the extent not prohibited by Applicable Law, Confidential Information shall not include information which: (i) at the time of disclosure or thereafter is generally available to and known by the public other than by way of a wrongful disclosure by a party hereto or by any representative of a party hereto; (ii) was available on a non-confidential basis from a source other than the parties hereto or their representatives, provided that such source is not and was not bound by a confidentiality agreement with a party hereto; (iii) prior to the disclosure, was already in the other party's possession as evidenced by written records kept in the ordinary course of that party's business or by proof of actual use by such party (other than the Books and Records which shall remain "Confidential Information"); or (iv) was independently developed without violating any obligations under this Agreement and without the use of any Confidential Information.

"Damages" means all liabilities, obligations, claims, costs, expenses, fines, penalties, losses, judgments, damages, awards, Reinsured Liabilities and other amounts (including interest, attorneys', actuaries', accountants' and experts' fees and settlement amounts).

"Effective Date" shall mean [October 1, 2017].

"Governmental Authority" means any court, administrative or regulatory agency or commission, or other federal, state or local governmental authority or instrumentality having jurisdiction over any party hereto.

"Litigation" means any action, cause of action (whether at law or in equity), arbitration, claim or complaint by any Person alleging potential liability, wrongdoing or misdeed of another Person, or any administrative or other similar proceeding, criminal prosecution or investigation by any Governmental Authority alleging potential liability, wrongdoing or misdeed of another Person.

"New Company Marks" shall have the meaning ascribed to it in Section 9.2.

"Person" means any individual, corporation, partnership, firm, joint venture, association, joint stock company, limited liability company, trust, unincorporated organization, Governmental Authority, business unit, division or entity.

"Reinsurance Agreement" shall have the meaning ascribed to it in the Recitals.

"Reinsured Contracts" shall have the meaning set forth in the Reinsurance Agreement.

"Reinsured Liabilities" shall have the meaning set forth in the Reinsurance Agreement.

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“**Reserves**” means the sum of all reserves and liabilities required to be maintained by the Company for the Reinsured Liabilities calculated in a manner consistent with the reserve requirements, statutory accounting rules, regulations, practices and actuarial principles applicable to the Company under Applicable Law.

“**Systems**” means any computer equipment, computer software and related equipment used by Administrator to perform its duties under this Agreement.

“**Tax**” or “**Taxes**” means all United States federal, state, county, local, foreign and other taxes (including, without limitation, income taxes, payroll and employee withholding taxes, unemployment insurance, social security taxes, premium taxes, assessments, excise taxes, sales taxes, use taxes, gross receipts taxes, franchise taxes, ad valorem taxes, severance taxes, capital property taxes and import duties), and includes interest, additions to tax and penalties with respect thereto, whether disputed or not.

“**Third Party Reinsurance Recoverables**” shall have the meaning set forth in the Reinsurance Agreement.

“**Third Party Reinsurance Treaty**” and “**Third Party Reinsurance Treaties**” shall have the meaning set forth in the Reinsurance Agreement.

ARTICLE 2 APPOINTMENT AND ACCEPTANCE; CERTAIN DUTIES

2.1 Appointment and Acceptance. Effective as of the Effective Date, the Company hereby appoints Administrator on an exclusive basis to provide the Administrative Services with respect to the Reinsured Contracts and the Reinsured Liabilities on the terms, and subject to the limitations and conditions, set forth in this Agreement, and Administrator hereby accepts such appointment and agrees to perform the Administrative Services on behalf of and in the name of the Company in accordance with the terms and conditions of this Agreement and Applicable Law.

2.2 Authority. Administrator shall not have any authority to issue or renew policies, binders, riders, endorsements, or certificates and contracts of insurance and reinsurance in the name or on behalf of the Company.

2.3 Involvement of the Company. The parties agree that Administrator shall perform all Administrative Services in such a way as to minimize the involvement of the Company in the performance of the Administrative Services, subject to Applicable Law and the terms and conditions of this Agreement.

2.4 Power of Attorney. The Company hereby appoints and names Administrator acting through its duly authorized officers, employees and agents, as the Company’s true and lawful attorney-in-fact in respect of the Reinsured Contracts and Reinsured Liabilities, from and after the Effective Date for so long as Administrator is authorized hereunder to provide the Administrative Services for the Company, and in the Company’s name, place and stead, to provide the Administrative Services.

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2.5 Confidentiality and Privacy. The parties agree that, other than as contemplated by this Agreement and to the extent permitted or required to implement this Agreement, each party will and will cause its representatives to keep confidential, and will not use or disclose, the other party's Confidential Information and the terms and conditions of this Agreement, including, without limitation, the exhibits and schedules hereto, except as otherwise required by Applicable Law or as may be agreed in writing by the parties hereto. The provisions of this Section 2.5 shall survive the termination or expiration of this Agreement.

2.6 Communication with Governmental Authorities. Except as otherwise provided herein, and subject to Article 7 hereof, from and after the Effective Date, Administrator shall have the authority under this Agreement to communicate, make filings and correspond with Governmental Authorities solely with respect to the Administrative Services, but only to the extent such communications, filings and correspondence are made in the ordinary course of the administration of the Reinsured Contracts and Reinsured Liabilities and are not reasonably likely to expose the Company or its Affiliates to criminal penalty, fines, charges, Taxes or other amounts in connection therewith, any civil penalty, fine or charge by an insurance regulator or attorney general, any loss for which the Company is not reinsured or indemnified under this Agreement or the Reinsurance Agreement, or any revocation, restriction, limitation, suspension or other regulatory action in respect of any of the Company's state insurance licenses. Any communications, filings, or correspondence with Governmental Authorities outside of the authority specifically provided to Administrator under this Section 2.6 shall only be made with the prior written approval of the Company. The Company shall have the right to review and copy all communications, filings, and correspondence with respect to the Administrative Services, whether made to or received from Governmental Authorities by Administrator, upon reasonable prior notice and at the Company's sole expense.

2.7 Performance Standards.

(a) Subject to the provisions of this Agreement, Administrator agrees that in providing the Administrative Services: (i) it shall conduct itself in accordance with standards which are at least equal to the standards pursuant to which the Reinsured Contracts and Reinsured Liabilities were administered immediately prior to Effective Date; (ii) it shall comply with generally accepted industry standards and Applicable Law; and (iii) it shall comply with the terms of the Reinsured Contracts and this Agreement.

(b) For the duration of this Agreement, Administrator shall employ and retain staff, or contract with Seller that shall employ and retain staff, in each case with the experience, skill and expertise to perform the Administrative Services in a manner consistent with the standards set forth in Section 2.7(a) hereof. In the event that Administrator contracts with Seller pursuant to this Section 2.7(b), Administrator shall not be relieved of any of its obligations hereunder.

2.8 Bank Accounts. In order to allow for timely payment of claims and various expenses related to the Administrative Services and the Reinsured Liabilities during the term of this Agreement, Administrator shall establish, fund, continue, and maintain accounts with banking institutions to be used by the Administrator solely for the funding and payment of claims and Administrative Services expenses under the Reinsured Contracts on behalf of the

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Company (the “**Bank Accounts**”). All claim obligations under the Reinsured Contracts, including without limitation, all loss, indemnity, and Administrative Services expenses and other expenses under the Reinsured Contracts or related to the Reinsured Liabilities (including, without limitation, any collateral obligation of Company related to or arising from the Reinsured Liabilities) shall be paid and/or posted by the Administrator from the Bank Accounts on behalf of the Company. Administrator shall have the exclusive authority over the Bank Accounts including, within reason, the exclusive authority to: (1) open or continue existing Bank Accounts in the name of the Company with respect to the Reinsured Contracts and Reinsured Liabilities; (ii) designate the authorized signatories on the Bank Accounts, (iii) issue drafts on and make deposits in the Bank Accounts in the name of the Company; and (iv) make withdrawals from the Bank Accounts. Administrator agrees to limit transactions using these Bank Accounts to only those transactions that pertain to the Reinsurance Agreement or this Agreement. Company shall do all things reasonably necessary to enable Administrator to open and maintain the Bank Accounts including, without limitation, executing and delivery such depository resolutions and other documents as may be requested from time to time by the banking institutions. Company agrees that without Administrator’s prior written consent or as may be required by Applicable Law or regulatory authorization, it shall not make any changes to the authorized signatories on the Bank Accounts or attempt to withdraw any funds therefrom. Administrator shall have the sole obligation with respect to the Bank Accounts and shall own all funds deposited in the Bank Accounts. Administrator shall be responsible for all abandoned property laws requirements and obligations, and shall pay all fees and charges in connection with the Bank Accounts.

2.9 No Transfer of Control. Administrator has full authority to perform the Administrative Services, and has full control over the manner of its performance of the Administrative Services, in each case consistent with the terms and conditions of this Agreement. Notwithstanding the foregoing, and without limiting the same, the Company’s officers and board of directors shall monitor and oversee Administrator’s performance of the Administrative Services solely to ensure compliance with the terms and conditions of this Agreement and Applicable Law. Moreover, nothing in this Agreement shall be deemed to transfer to Administrator management and control of the Company’s operations in respect of any matter that is not an Administrative Service performed in connection with the Reinsured Contracts and Reinsured Liabilities; any such operations and matters remain within the control and oversight of the Company’s officers and board of directors.

2.10 Reserve Calculations. Reserves for liabilities arising out of, in connection with or relating to the Reinsured Liabilities shall initially be calculated by Administrator on behalf of the Company within thirty (30) days following the end of each calendar quarter (or other mutually agreed time) and supplied to the Company within such time frames as set forth in this Agreement and the Reinsurance Agreement; provided, however, if the Company conducts its own calculation of such reserves and the same deviates from Administrator’s calculation of such reserves by ten percent (10%) or more, the parties shall mutually appoint a neutral actuary or appraiser to investigate and calculate the reserves for liabilities arising out of, in connection with or relating to the Reinsured Liabilities. The determination of such reserves by the neutral actuary or appraiser cannot exceed the higher of the parties’ respective reserve calculations forming the basis of the dispute or be less than the lower of the parties’ respective reserve calculations forming the basis of the dispute. Subject to the preceding sentence, the reserve calculation

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issued by the neutral actuary or appraiser shall be binding on the parties and shall be controlling until the next quarterly (or other mutually agreed time) reserves calculation, which shall be calculated subject to this Section 2.10.

2.11 Inability to Perform Administrative Services. In the event that Administrator shall be unable to perform any Administrative Service for a period that could reasonably be expected to exceed fifteen (15) days, Administrator and Company shall mutually agree on alternative means of providing such services at Administrator's sole expense. If alternative means for the provision of the Administrative Services cannot be agreed upon by the parties, Company may procure such Administrative Services for the Reinsured Contracts and Reinsured Liabilities by commercially reasonable means. Administrator shall be solely responsible for all costs incurred in restoring Administrative Services which have not been provided due to its failure to adhere to its obligations under this Agreement, including without limitation, the fees and costs of any third party retained by Company to provide the Administrative Services.

ARTICLE 3 TERM AND TERMINATION RIGHTS

3.1 Term. This Agreement shall commence as of the Effective Date and, unless earlier terminated as set forth in Section 3.2, shall continue in effect until a date which is the later of (i) the date on which Company has no further Reinsured Liabilities; or (ii) the date after the Closing Date (as that term is defined in the Stock Purchase Agreement) or January 1, 2018, whichever is later, and on which no further Administrative Services are required by Company.

3.2 Termination Rights.

(a) This Agreement may be terminated upon the mutual written consent of the parties hereto reached and executed after the Closing Date (as that term is defined in the Stock Purchase Agreement) or January 1, 2018, whichever is later, and specifying the effective date and relevant terms of termination;

(b) This Agreement may be terminated by Company upon sixty (60) days' written notice to Administrator, in the event that Administrator violates any material term or condition of this Agreement after the Closing Date (as that term is defined in the Stock Purchase Agreement) or January 1, 2018, whichever is later, and notice of the violation is given and the violation is not substantially cured within sixty (60) days' following the provision of such notice.

(c) This Agreement may be terminated upon the mutual written agreement of Company and the Buyer upon sixty (60) days' written notice to Administrator, in the event that Administrator violates any material term or condition of this Agreement prior to the Closing Date (as that term is defined in the Stock Purchase Agreement) or January 1, 2018, whichever is later, and notice of the violation is given and the violation is not substantially cured within sixty (60) days' following the provision of such notice.

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(d) This Agreement is subject to immediate termination at the option of Company, upon written notice to Administrator, if after the Closing Date (as that term is defined in the Stock Purchase Agreement) or January 1, 2018, whichever is later, (A) Administrator becomes subject to dissolution, liquidation, conservation, rehabilitation, bankruptcy, statutory reorganization, receivership, or similar proceedings in any jurisdiction, (B) creditors of Administrator take over its management, (C) Administrator otherwise enters into any arrangement with creditors or makes an assignment for the benefit of creditors, or (D) any significant part of Administrator's undertakings or property is impounded or confiscated by actions of any Governmental Authority, in each case only if Administrator's obligations to provide the Administrative Services are not assumed by an Affiliate of Administrator, which Affiliate is not subject to any of the foregoing disqualifications. If any of the foregoing conditions set forth in subsection (A) through (D) above occur prior to the Closing Date (as that term is defined in the Stock Purchase Agreement) or January 1, 2018, whichever is later, this Agreement is subject to immediate termination upon the mutual written agreement of Company and the Buyer.

(e) Upon termination of this Agreement pursuant to Section 3.2(a), 3.2(b), 3.2(c), or 3.2(d) hereof, Administrator shall cooperate fully in the prompt transfer of the applicable Administrative Services and Books and Records maintained by Administrator pursuant to Section 5.2 hereof (or, where appropriate, copies thereof) to Company or Company's designee, so that Company or its designee shall be able to perform the applicable Administrative Services without interruption following termination of this Agreement. Administrator shall be solely responsible, and indemnify the Company, for all costs incurred by Company in connection with performing or securing the performance of the Administrative Services, including without limitation, the fees and costs of any third party retained by Company to provide the Administrative Services.

(f) Upon any termination of this Agreement, each party shall retain its right to bring actions for, and receive damages to, which it may be entitled under Applicable Law.

ARTICLE 4 COMPENSATION

4.1 No Fee for Services. Apart from the performance by Company of its obligations under the Reinsurance Agreement and the Stock Purchase Agreement, and except as otherwise specified in this Agreement, there shall be no fee or other additional consideration due to Administrator for performance of the Administrative Services under this Agreement.

ARTICLE 5 BOOKS AND RECORDS

5.1 Transfer of Books and Records. On or prior to the Effective Date, the Company shall deliver or cause to be delivered to Administrator all Books and Records maintained by or under the control of the Company with respect to the Reinsured Contracts and Reinsured Liabilities; provided, however, that notwithstanding anything contained herein to the

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contrary, the Company shall retain legal title to and ownership of such transferred Books and Records.

5.2 Maintenance of and Access to Books and Records.

(a) Administrator shall be responsible for maintaining full and accurate Books and Records, including electronic records, related to the Administrative Services in accordance with Applicable Law. From the date hereof until the date on which the Administrator has fulfilled all of its obligations to perform services for Company under this Agreement, Company and its representatives may from time to time reasonably request, and Administrator shall provide, at reasonable times during normal business hours, full and open access to examine the Books and Records and the records of Administrator's independent auditor pertaining to the Reinsured Contracts and the Reinsured Liabilities, and to the Administrative Services to be provided under this Agreement and to discuss such Reinsured Contracts, Reinsured Liabilities and Administrative Services with the employees and agents of Administrator or its Affiliates who are familiar therewith, so that Company shall have sufficient opportunity to make whatever investigation it shall deem necessary and desirable in connection with the transactions contemplated by this Agreement. Such access and opportunity shall be exercised by Company and such representatives in a manner that shall not unreasonably interfere with the operations of Administrator. Such access shall include the rights of Company to make and retain copies of any Books and Records relating to the Reinsured Contracts and Reinsured Liabilities for any legitimate business purposes related to this Agreement.

(b) During the term of this Agreement, Administrator shall retain all Books and Records relating to the Reinsured Contract and Reinsured Liabilities transferred by Company or produced by Administrator on behalf of Company to the extent such Books and Records are required by Applicable Law to be retained by either Administrator or Company, but in any case, for at least ten (10) years after termination or expiration of all the Reinsured Contracts.

(c) Each party hereto shall pay all storage and related expenses associated with any Books and Records, and copies thereof, that it retains in its possession.

(d) Administrator shall provide reasonable security for the Books and Records that are in its possession. Administrator shall comply with all Applicable Law including, without limitation, privacy laws applicable to Company, in connection with all such Books and Records. Administrator shall cooperate with any regulatory authority having jurisdiction over Company in providing access to such Books and Records.

(e) Following expiration of this Agreement other than by reason of Company's termination pursuant to Section 3.2 hereof, and excluding those Books and Records delivered to Administrator in accordance with Section 5.1, all Books and Records shall be the sole property of Administrator, unless otherwise provided by Applicable Law or herein and provided the Company shall have full access to such Books and Records to the extent required to prepare its financial statements or Tax returns and to respond to regulatory, statistical, tax, or similar inquiries or investigations and for Company to defend any claim against it.

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5.3 Disaster Recovery Plan. Administrator shall establish and at all times maintain and keep up to date a disaster recovery plan (and all resources required by such plan) in compliance with Applicable Law with respect to the Books and Records in its possession and shall provide Company a copy thereof upon its request.

5.4 Privacy and Security Over Personal Information. Administrator agrees to comply with all Applicable Law relating to Personal Information applicable to the business transacted pursuant to this Agreement, including, but not limited to, laws governing collection, use, storage, security and proper disposal of Personal Information. To this end, Administrator will have in place, at all times, administrative, technical and physical safeguards to protect the confidentiality of all records that contain or may contain Personal Information and to protect against any reasonably anticipated threat or hazard of unauthorized use or disclosure of such records. The term “Personal Information” includes information in any format (paper, electronic, or stored on media, etc.) that Administrator becomes aware of as a result of this Agreement and that all such Personal Information is confidential and proprietary in nature, and that Administrator is required by Applicable Law to protect and keep confidential nonpublic information obtained from customers, and that said information will not be divulged to any third party or used in any manner other than in connection with this Agreement.

5.5 Duties in the Event of a Breach. In the event the security of any Personal Information is breached or otherwise compromised (“Security Incident”), Administrator will promptly thereafter: (i) notify Company as soon as Administrator has reason to believe that a breach or compromise has or may have occurred; (ii) secure the Personal Information from any further unauthorized disclosure or release; and (iii) assist and cooperate with Company in making all legally mandated and/or voluntary disclosures to all consumers or customers whose Personal Information was breached or compromised and also to any applicable government agency or regulatory body that must be notified of such breach or compromise pursuant to applicable Law. Administrator shall be responsible for all costs and expenses associated with all legally mandated and/or voluntary action taken by Company in response to such breach.

5.6 Systems and Data Security. Administrator shall maintain and enforce safety and security procedures in operating its systems that are at least equal to industry standards for such Systems; are at least as rigorous as those procedures which are in effect for other similar systems then owned or controlled by Administrator; and comply with any reasonable safety and security requirements requested by Company. Administrator represents, warrants and covenants that the Systems include administrative, technical and physical safeguards that achieve the following objectives in compliance with Applicable Law: (i) to protect the security and confidentiality of Company information; (ii) to protect against any anticipated threats or hazards to the security or integrity of Company information; (iii) to protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to Company or its customers or policyholders; (iv) to implement and maintain an active incident response program; and (v) to ensure the proper disposal of Company information. Administrator shall provide Company with a copy of its security program and policies upon Company’s request at no charge. Administrator shall provide adequate physical security of any data center and buildings where the Systems are housed. Administrator shall:

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(a) implement appropriate technical and organizational measures to protect Company Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing;

(b) promptly notify Company if it receives any requests for Company Information, including but not limited to data access requests, data rectification requests and all like requests, and shall not respond to any such requests unless expressly authorized to do so by Company or as required by Applicable Law or National Association of Insurance Commissioners requirements;

(c) promptly notify Company of any suspicious or suspected illegal activity with respect to the material Systems and/or material Company Information, such as repeated failed attempts at logging into material Systems from the same user, copying or downloading of material Company Information from the Systems by the same user, or attempted hacks into the material Systems by Company users and/or others;

(d) assist and support Company with its regulatory filing requirements and any investigation by a data protection regulator or similar authority, if and to the extent that such investigation relates to the processing of Company Information under this Agreement;

(e) ensure that the Systems do not and will not contain viruses, worms, Trojan horses or other unintended malicious or destructive code, or any code designed to intentionally cause the Systems to stop functioning or malfunction, i.e. license keys, drop dead devices, etc. (collectively, "Malicious Code"). If Malicious Code is discovered in the Systems, Administrator shall promptly repair or replace the effected Systems;

(f) maintain backup systems and contingency plans to assure that work stoppages, fires, riots, equipment, utility or transmission failures, shortage or damage, acts of God, or other similar occurrences do not jeopardize the integrity of the data maintained on behalf of Company; and

(g) maintain the Systems and perform its duties in conformity with prudent business standards and in accordance with all applicable Law.

5.7 Company may audit Administrator, at Company's expense and upon reasonable notice, to ensure that security controls and operational management procedures are in place as required by this Agreement, provided, however, that nothing herein will allow Company to review data pertaining to other customers of Administrator. Administrator will make available to Company, upon written notice, copies of any external audit reports (including control reports) produced for Administrator with respect to its duties under this Agreement. If, in Company's reasonable judgment, any such report reveals or indicates a significant deficiency or material weakness in Administrator's controls, Administrator will promptly take such commercially reasonable corrective action as Company may require.

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ARTICLE 6 REPORTING OBLIGATIONS

6.1 **Financial Statements.** Administrator shall prepare on behalf of Company the 2017 statutory financial statements of Company in accordance with Applicable Law, including, without limitation, the annual statutory financial statement of the Company for calendar year 2017, which preparation shall be at Administrator's sole cost and expense and shall be at no cost or expense to Company or the Buyer. Company shall prepare the March 31, 2018 quarterly statutory financial statement of the Company for the first quarter of calendar year 2018 in accordance with Applicable Law, provided, however, that if Closing occurs on or after February 1, 2018, Administrator, upon the written request of Company, shall prepare the March 31, 2018 quarterly statutory financial statement of the Company in accordance with Applicable Law and the Company shall pay Administrator an amount to be mutually agreed by Company and Administrator as reimbursement for Administrator's reasonable costs and expenses in preparing the March 31, 2018 quarterly statutory financial statement. To the extent that Administrator is responsible for preparing the March 31, 2018 statutory financial statements pursuant to this Section 6.1, Company shall collect and provide to Administrator all financial information with respect to any activity of the Company during the relevant period, other than the financial information relating to the Reinsured Contracts and Reinsured Liabilities, which is required to be included in the statutory financial statements of Company. Company shall provide such information to Administrator in a form ready for inclusion in Company's March 31, 2018 quarterly statutory financial statement at least thirty (30) days prior to the date such financial statement is required to be filed under Applicable Law. To the extent that Company is responsible for preparing the March 31, 2018 statutory financial statements pursuant to this Section 6.1, Administrator shall provide to Company any information necessary to prepare the March 31, 2018 statutory financial statement that is in the possession of Administrator or any of its affiliates and not otherwise in the possession of the Company.

6.2 **Reports.** Administrator shall, or shall cause its representatives to, within thirty (30) days after the end of each calendar quarter following the Effective Date (or other mutually agreed time), provide the Company with full accounting and reinsurance settlement reports in a form that is the same in all material respects as the reports used by the Company for these purposes prior to the Effective Date, and with such additional information as is either required by a Governmental Authority or mutually agreed by Administrator, Company and Buyer acting in good faith.

6.3 **Actuarial Opinion.** On an annual basis, and no later than five (5) Business Days prior to the date Company is required to file its statutory annual financial statement with the Insurance Department of its State of domicile, Administrator shall provide to Company an actuarial opinion of an independent actuary reasonably acceptable to Company, with respect to the liabilities of the Reinsured Contracts, including the Reinsured Liabilities, which Reinsured Liabilities shall be identified on a separate schedule to the actuarial opinion, in form and substance as required by the Insurance Department of Company's state of domicile in connection with such financial statements. The Administrator shall use commercially reasonable efforts to discuss with the Company the estimated loss reserves for the Reinsured Liabilities prior to the delivery of the actuarial opinion.

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6.4 Other Information and Reports. Administrator shall provide Company with such additional information or reports with respect to the Reinsured Contract and Reinsured Liabilities as Company may reasonably request to permit Company to prepare or file necessary or required financial and statistical reports and financial statements and otherwise comply with Applicable Law.

ARTICLE 7 REGULATORY MATTERS

7.1 Changes in Applicable Law. Administrator shall monitor and comply with material changes in Applicable Law necessary in order to ensure the Reinsured Contracts are administered in compliance with Applicable Law.

7.2 Management of Relationship. Each of Administrator and Company shall appoint one senior executive whose responsibility shall be to work with the other party in overseeing that the standards and the provisions set forth in this Article 7 and elsewhere in this Agreement are complied with.

7.3 Licensing. Administrator represents that it has or will obtain and maintain any and all licenses, permits and authorizations required under Applicable Law to perform its obligations under this Agreement.

7.4 Regulatory Matters.

(a) If, from and after the Effective Date, the Company or Administrator receives notice of, or otherwise becomes aware of, any inquiry, investigation, audit or proceeding from or by, or is communicating with, any Governmental Authority relating to the Reinsured Contracts, Reinsured Liabilities, the Company's or Administrator's Licenses, or the Administrative Services, the Company or Administrator as applicable, shall promptly notify the other party thereof in writing, whereupon Administrator shall respond to and resolve such matters subject to the provision of Section 7.4(c).

(b) Subject to the provisions of Section 7.4(c), Administrator shall promptly inform Company of and respond on behalf of Company to inquiries received from Governmental Authorities relating to the existence or operations of Company prior to the Effective Date, and Administrator shall conduct whatever investigation is reasonable under the circumstances in order to respond to such inquiries.

(c) Notwithstanding anything contained herein to the contrary, the parties (including Buyer, if the matter involves a regulatory investigation or proceeding prior to the Closing Date (as that term is defined in the Stock Purchase Agreement) or January 1, 2018, whichever is later) shall mutually agree to an appropriate response, including which party should respond, to any regulatory investigation or proceeding relating to the Reinsured Contracts or the Reinsured Liabilities which could reasonably be expected to have an adverse effect on any business of Company other than the Reinsured Contracts, or which could adversely interfere with the business, assets, liabilities, obligations, reputations, licenses, permits, financial condition or results of operation of Company or any of its affiliates (a "Regulatory Proceeding"), and the parties hereby agree to cooperate and coordinate in resolving any and all Regulatory

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Proceedings. The parties recognize that, as the issuing company, Company retains ultimate authority and control over any resolution of the matters contemplated by this Section 7.4(c). Notwithstanding anything to the contrary contained in this Agreement, neither Company nor Administrator shall have the authority to institute, prosecute, defend or maintain any legal or Regulatory Proceedings on behalf of the other party without the prior written consent of such other party, except to the extent expressly provided for by this Agreement.

7.5 Compliance of Reinsured Contracts. Company and Administrator agree to cooperate with each other and all Governmental Authorities in maintaining the Reinsured Contracts in compliance in all material respects with Applicable Law. If Administrator determines that any of the Reinsured Contracts are not in compliance with Applicable Law, Administrator shall so notify Company in writing and take whatever action is reasonably required to bring such Reinsured Contracts into compliance with Applicable Law. Administrator shall prepare any necessary amendments to such Reinsured Contracts and shall prepare any necessary filings for the purpose of obtaining governmental authority approval for such amendments.

ARTICLE 8 LITIGATION

8.1 Notice of Litigation. From and after the Effective Date, the Company or Administrator, as applicable, shall notify the other party promptly in writing of any Litigation that is instituted or threatened under or with respect to the Administrative Services and/or the Reinsured Contracts or Reinsured Liabilities, of which they are made aware.

8.2 Litigation.

(a) Defense of Litigation. Administrator shall defend, at its own expense and in the name of Company when necessary, any Litigation brought in connection with any Reinsured Contract or relating to any Reinsured Liability; provided, however, Company shall have the right, at its own expense, to engage its own separate legal representation and to fully participate in the defense of any such Litigation with respect to the Reinsured Contracts or the Reinsured Liabilities in which Company is named as a party without waiving any rights to indemnification it may have under Section 8.2(a) hereof; provided, further, that Administrator shall have the exclusive authority to control such Litigation, and to settle any Litigation if (i) Administrator pays all settlement amounts with respect thereto, (ii) the settlement does not cause or result in any adverse effect, restriction or condition on the Company, and (iii) Administrator obtains a complete release of and for Company, its officers, directors, representatives, and Affiliates with respect to such Litigation. For the avoidance of doubt, the out-of-pocket cost and expense of hiring counsel to defend Litigation with respect to any Reinsured Liability shall be considered allocated loss adjustment expenses that are reinsured under the Reinsurance Agreement and shall be funded by Administrator.

(b) Prosecution of Litigation. From and after the Effective Date, unless otherwise directed by the Company, Administrator shall be authorized to hire counsel to threaten, commence and proceed with litigation in the name of the Company against reinsurers and other parties against whom, in the reasonable belief of Administrator, the Company has

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claims with respect to the Reinsured Contracts or Reinsured Liabilities. The Company shall cooperate with any such litigation and any third-party external costs shall be the sole responsibility of Administrator.

8.3 Communications Regarding Certain Matters. Company shall promptly (i) notify the Administrator in writing if it receives any information or correspondence with respect to any Litigation relating to the Reinsured Contracts or the Reinsured Liabilities, or any written communication threatening any of the foregoing and (ii) forward to Administrator any document it receives relating to any of the matters referred to in clause (i) of this Section 8.3.

ARTICLE 9 NAMES AND MARKS

9.1 Use of Names and Marks. The Company and its Affiliates, on the one hand, and Administrator and its Affiliates, on the other hand, shall not use the respective names, logos, trade names, trademarks or service marks of the other party, except as provided in this Article 9.

9.2 New Company Marks. Effective as of the Effective Date, the Company hereby grants to Administrator and Administrator hereby accepts a temporary, non-exclusive, non-transferable, royalty-free license to use such names, logos, trade names, trademarks and service marks of the Company existing as of the Effective Date or created following the Effective Date pursuant to any name change of the Company (the “**New Company Marks**”). Such license is granted for Administrator’s use of the New Company Marks in connection with, and for the sole purpose of, identifying and performing the Administrative Services rendered by Administrator under this Agreement, subject to the terms and conditions set forth herein.

9.3 License Termination. The licenses granted in Section 9.2 shall automatically terminate on the earlier of: (i) the date on which the Company terminates Administrator’s performance of the Administrative Services pursuant to Section 2.1 of this Agreement, or (ii) the date on which the Administrative Services are no longer required under the terms and conditions of this Agreement (the “**License Termination Date**”). On the License Termination Date, the parties shall each (i) discontinue all use of the other party’s respective marks (but in no event shall such use extend beyond thirty (30) days after the License Termination Date) and shall not thereafter use any names or marks which are similar or likely to cause confusion therewith, and (ii) take all actions reasonably necessary to effect such discontinuance. On the License Termination Date, all of Administrator’s rights under Section 9.2 shall revert to and continue to reside with and be owned exclusively by the Company.

ARTICLE 10 INDEMNIFICATION

10.1 Indemnification by Company. Company hereby indemnifies Administrator and its Affiliates and its and their respective officers, directors, employees, agents and representatives against, and agrees to hold each of them harmless from, any and all Damages incurred or suffered by any of them arising out of or relating to: (i) any breach or nonfulfillment by Company of, or any failure by Company to perform, any of the covenants, terms or conditions

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of, or any duties or obligations under, this Agreement; and (ii) any enforcement of this indemnity.

10.2 Indemnification by Administrator. Administrator hereby indemnifies Company and its Affiliates and its and their respective officers, directors, employees, agents and representatives against, and agrees to hold each of them harmless from, any and all Damages incurred or suffered by any of them arising out of or relating to: (i) any breach or nonfulfillment by Administrator of, or any failure by Administrator to perform, any of the covenants, terms or conditions of, or any duties or obligations under, this Agreement; and (ii) any enforcement of this indemnity.

10.3 Relationship to Reinsurance Agreement. Nothing contained in this Article 10 is intended to supersede any provisions of the Reinsurance Agreement.

ARTICLE 11 ARBITRATION

11.1 Except as otherwise set forth in this Agreement, and as a condition precedent to any cause of action, any and all disputes between the Company and the Administrator arising out of, relating to, or concerning this Agreement, including its validity and formation, whether sounding in contract or tort and whether arising during or after termination of this Agreement, shall be submitted to the decision of a board of arbitration composed of two (2) arbitrators and an umpire (“**Board**”) meeting at a site in Chicago, Illinois, and shall proceed in accordance with this Article 11. The parties expressly agree that any dispute arising out of, relating to, or concerning this Agreement and the Reinsurance Agreement that are in any way related shall be consolidated into a single proceeding, which shall proceed in accordance with this Article 11.

(a) A notice requesting arbitration, or any notice made in connection therewith, shall be in writing and shall be sent certified or registered mail, return receipt requested to the affected party. The notice requesting arbitration shall state in particulars all issues to be resolved in the view of the claimant and shall appoint the arbitrator selected by the claimant. Within thirty (30) days of receipt of claimant’s notice, the respondent shall notify claimant of any additional issues to be resolved in the arbitration and of the name of its appointed arbitrator.

(b) Unless otherwise mutually agreed, the members of the Board shall be impartial and disinterested and shall be active or retired officers of property-casualty insurance companies or reinsurance companies not under the control or management of either party to this Agreement. The Company and the Administrator shall each appoint an arbitrator and the two (2) arbitrators shall choose a third arbitrator before instituting the hearing. As time is of the essence, if the respondent fails to appoint its arbitrator within thirty (30) days after having received claimant’s written request for arbitration, the claimant is authorized to and shall appoint the second arbitrator. If the two arbitrators fail to agree upon the appointment of the third arbitrator, within ten (10) days thereof, the parties shall initiate and follow the procedures established under Section 6.7 of the ARIAS-US RULES FOR THE RESOLUTION OF U.S. INSURANCE AND REINSURANCE DISPUTES to appoint an umpire with the qualification

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set forth in this Section 11.1(b). The Board shall promptly notify in writing all parties to the arbitration of this selection and of the scheduled date of the hearing. Upon resignation or death of any member of the Board, a replacement shall be appointed in the same fashion as the resigning or deceased member was appointed.

(c) The claimant and respondent shall each submit initial briefs to the Board outlining the issues in dispute and the basis, authority and reasons for their respective positions within thirty (30) days of the date of notice of appointment of the third arbitrator. The claimant and the respondent may submit reply briefs to the Board within ten (10) days after filing of the initial brief(s). Initial and reply briefs may be amended by the submitting party at any time, but not later than ten (10) days prior to the date of commencement of the arbitration hearing. Reasonable responses shall be allowed at the arbitration hearing to new material contained in any amendments filed to the briefs but not previously responded to.

(d) The Board will be relieved of all judicial formality and formal rules of evidence and procedure and shall be authorized to issue interim orders and awards in the interest of fairness and the prompt and orderly resolution of issues in dispute. To the extent permitted by law, the Board will be empowered to issue orders to enforce their decisions. To the extent and only to the extent that the provisions of this Agreement are unclear or ambiguous, the Board may give due consideration to the custom and usage of the property and casualty insurance and reinsurance business as evidence of such intent. Insofar as the panel looks to substantive law, it will consider the law of the State of domicile of the Company. The decision and award shall be based upon a hearing in which evidence, cross-examination and rebuttal shall be allowed. The Board shall make its decision and award within thirty (30) days following the close of the hearing. The Board's decision and award shall be in writing and shall state the factual and legal basis for the decision and award. Every decision and award by the Board shall be by majority of the members of the Board and shall be final and binding upon all parties to the proceeding.

(e) Either party may apply to a State or Federal Court in the State of domicile of the Company for an order confirming any decision and the award; a judgment of the Court shall thereupon be entered on any decision or award. Both parties consent to the jurisdiction of such Court to enforce this Section 11.1 and to confirm and enforce the performance of any award of the arbitrators. In any suit instituted against the Administrator under this Section 11.1, the Administrator shall abide by the final decision of such Court or of any Appellate Court in the event of an appeal. If an order confirming any decision and the award is issued, the attorney's fee of the party so applying and court costs will be paid by the party against whom confirmation is sought. The Board may not award punitive, exemplary or treble damages. Notwithstanding the foregoing, however, the Board may additionally award the actual costs and expenses of arbitration as it deems appropriate, including attorney's fees, to the extent permitted by law, plus interest at the Applicable Interest Rate.

(f) Each party shall bear the expense of the arbitrator appointed on its behalf, and all remaining costs of the arbitration will be finally allocated by the Board.

(g) Subject to customary and recognized legal rules of privilege, each party participating in the arbitration shall have the obligation to produce those documents and, as

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witnesses to the arbitration, those of its employees as any other participating party reasonably requests, providing always that the same witnesses and documents be obtained and relevant to the issues before the arbitration and provided that the production of such witnesses shall not be unduly burdensome or excessive. The parties may mutually agree as to pre-hearing discovery prior to the arbitration hearing. Discovery shall otherwise be conducted as the Board shall determine to promote fairness, full disclosure, and a prompt hearing, decision and award by the Board. To the extent permitted by law, the Board shall have the authority to issue subpoenas and other orders to enforce their decisions.

(h) Nothing herein shall be construed to prevent any participating party from applying to a federal district court of competent jurisdiction to issue a restraining order or other equitable relief to maintain the “status quo” of the parties participating in the arbitration pending the decision and award by the Board or to prevent any party from incurring irreparable harm or damage at any time prior to the decision at any time prior to the decision and award of the Board.

ARTICLE 12 INSURANCE

12.1 Administrator shall obtain and maintain during the term of this Agreement, and for a period of six (6) years following the termination of this Agreement, at Administrator’s sole expense, insurance coverage customary in the industry and as otherwise required by Applicable Law or reasonably requested by the Company in respect of any acts, errors or omissions actually or allegedly taking place on or before the termination of this Agreement. At a minimum, such insurance coverage shall include: (i) Errors and Omissions Insurance in which the limit of liability is not less than \$5,000,000.00 for any one occurrence or claim; (ii) General Liability Insurance in which the limit of liability for property damage and bodily injury, shall be \$6,000,000.00 for any one occurrence; and (iii) Standard Worker’s Compensation – Statutory. In addition, if Mutual of Omaha Insurance Company shall obtain cyber liability insurance coverage, including Cyber Liability and Data Privacy Protection coverage, during the period that Administrator is required to maintain the insurance coverages set forth in this Section 12.1, then Administrator shall also obtain and maintain, at Administrator’s sole expense, such cyber liability insurance coverage, including Cyber Liability and Data Protection coverage, during such period that Administrator is required to maintain the insurance coverages set forth in this Section 12.1 and in respect of any acts, errors or omissions actually or allegedly taking place on or before the termination of this Agreement.

12.2 All such insurance policies will be primary in the event of any loss arising out of Administrator’s performance under this Agreement and shall provide that where there is more than one insured, the policy will operate, except for the limits of liability, as if there were a separate policy covering each insured. Additionally, the General Liability policy shall name Company as an additional insured on a primary and non-contributory basis. Promptly upon the written request of the Company, Administrator shall furnish to Company certificates of insurance setting forth the amount of coverage, policy number and date(s) of expiration for insurance maintained by Administrator as required by this Agreement, along with a copy of the endorsement under which Company is added as an additional insured to the General Liability

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insurance Administrator must provide Company with thirty (30) days prior written notification of any termination or reduction in the amount or scope of coverages.

12.3 Administrator's furnishing of certificates of insurance or purchase of insurance shall not release Administrator of any of its obligations or liabilities under this Agreement.

ARTICLE 13 MISCELLANEOUS

13.1 Notices. Any and all notices or consents required or permitted hereunder shall be in writing and shall be delivered or sent by certified, registered or express mail, return receipt requested or by nationally recognized express delivery service. Such notice shall be deemed to have been duly given when so delivered or, if mailed, on the date shown on the receipt therefore, to the party entitled to receive the same at the address set forth below:

If to the Company:

The Omaha Indemnity Company
3300 Mutual of Omaha Plaza
Omaha, NE 69175-1008
Attn: Director of Reinsurance Services
Tel No.: (402) 351-5468
Facsimile: (402) 346-6437
Email: Marl.Boetel@mutualofomaha.com

with a copy to:

Glencar Underwriting Managers, Inc.
500 Park Boulevard, Suite 825
Itasca, IL 60143
Attn: Michael T. Paul
Facsimile: (630) 735-2341
Email: mpaul@glencarum.com

And with another copy to:

Patrick P. Fee, President
Hannover Finance, Inc.
200 South Orange Avenue
Suite 1900
Orlando, Florida 32801
E-mail: pfee@hfinc.us

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If to the Administrator:

Property and Casualty Company of Omaha
3300 Mutual of Omaha Plaza
Omaha, NE 69175-1008
Attn: Director of Reinsurance Services
Tel No.: (402) 351-5468
Facsimile: (402) 346-6437
Email: Marl.Boetel@mutualofomaha.com

13.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and legal representatives, whether by merger, consolidation or otherwise. Except by merger, consolidation, or as otherwise contemplated by this Agreement, this Agreement may not be assigned without the prior written consent of the other party hereto. Any attempted or purported assignment of this Agreement not in compliance with this Section 13.2 shall be invalid and void *ab initio*.

13.3 Subcontracting. Subject to the prior written consent of the Company, Administrator may delegate or otherwise subcontract the performance of any aspect of the Administrative Services provided that any such delegation or subcontracting shall not release Administrator from its liabilities and obligations under this Agreement and the Reinsurance Agreement; provided, however, that any such delegation or subcontract effective prior to the Closing Date (as that term is defined in the Stock Purchase Agreement) or January 1, 2018, whichever is later, shall also require the prior written consent of Buyer. Administrator shall monitor and supervise the performance of any Administrative Services delegated or subcontracted to ensure performance in accordance with standard industry practices.

13.4 Amendment. No amendment or modification of this Agreement shall be of any force or effect unless in writing and agreed by all the parties hereto, which shall include Buyer in the event of any amendment or modification prior to the Closing Date (as that term is defined in the Stock Purchase Agreement) or January 1, 2018, whichever is later. No such amendment or modification shall be effective without the prior written consent of the applicable Governmental Authority, if and as required under Applicable Law.

13.5 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of domicile of the Company without regard to principles of conflicts of laws.

13.6 Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.7 Entire Agreement; Merger. This Agreement, the Stock Purchase Agreement, the Guaranty Agreement (as that term is defined in the Stock Purchase Agreement), and the Reinsurance Agreement constitute the entire understanding of the parties pertaining to

EXHIBIT A TO STOCK PURCHASE AGREEMENT

the subject matter contained herein and therein and supersede all prior oral and written agreements, representations, and understandings of the parties.

13.8 Exhibits and Schedules. All exhibits, schedules, and appendices are hereby incorporated by reference into this Agreement as if they were set forth at length in the text of this Agreement.

13.9 Headings. The captions and headings of the articles and sections of this Agreement are included for purposes of convenient reference only and shall not affect the construction or interpretation of this Agreement.

13.10 Severability. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulations, that provision shall not apply and shall be omitted to the extent so contrary, prohibited, or invalid; but the remainder of this Agreement shall not be invalidated and shall be given full force and effect insofar as possible.

13.11 Interpretation. Whenever the words “include”, “includes”, or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”.

13.12 No Third Party Beneficiaries. Except for rights expressly created in this Agreement for and in respect of Buyer, nothing contained herein, express or implied, is intended to confer any rights or remedies on any persons other than the parties to this Agreement. In addition, except as otherwise expressly provided for in this Agreement, nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third party to any party to this Agreement.

13.13 Errors and Omissions. Any inadvertent error, omission or delay in complying with the terms and conditions of this Agreement shall not be held to relieve either party hereto from any liability which would attach to it hereunder if such delay, omission or error had not been made, provided such delay, omission or error is rectified immediately upon discovery.

13.14 Expenses. Except as explicitly provided to the contrary herein, each party shall be solely responsible for all expenses it incurs in connection with this Agreement or in consummating the transactions contemplated hereby or performing the obligations imposed hereby, including without limitation, the cost of its attorneys, accountants and other professional advisors.

[SIGNATURE PAGES FOLLOW]

EXHIBIT A TO STOCK PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of this _____ day of _____, 2017, to be effective as of the Effective Date.

THE OMAHA INDEMNITY COMPANY

By: _____

Name: _____

Title: _____

PROPERTY AND CASUALTY COMPANY OF OMAHA

By: _____

Name: _____

Title: _____