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September 28, 2018

Hand Delivered

Levi A. Olson
 Insurance Financial Examiner Chief
 Office of the Commissioner of Insurance
 GEF3, 2nd Floor
 125 South Webster Street
 P.O. Box 7873
 Madison, WI 53701-7873

Wisconsin OCI
 Exh #: 25
 Case #: 18 42803

2018 SEP 28 AM 11:11
 RECEIVED
 OFFICE OF THE COMMISSIONER OF INSURANCE

RE: Time Insurance Company ("TIC") Form D

Dear Mr. Olson:

Enclosed for filing pursuant to Wis. Stat. § 617.21 and Wis. Admin. Code § Ins 40.04(2)(e) is a Form D, Prior Notice of a Transaction, from Time Insurance Company ("TIC") for an assignment of rights and obligations in certain items as described in the attached Assignment and Assumption Agreement ("Agreement"), between Interfinancial Inc. ("Interfinancial") and TIC.

The assignment of rights and obligations described in the Agreement is contemplated by that certain Stock Purchase Agreement, dated as of September 4, 2018 (the "Purchase Agreement"), among Interfinancial, Assurant Inc. ("Assurant") and Haven Holdings, Inc. ("Haven"), pursuant to which Haven will, subject to certain customary closing conditions and regulatory approval (including the approval of the Form A, dated September 7, 2018, filed with your Office by Haven and Haven Insurance Company II, (i) purchase from Interfinancial all of the issued and outstanding shares of capital stock of TIC and (ii) re-domesticate TIC to Puerto Rico pursuant to Article 61.200 of Puerto Rico Insurance Code.

In addition to the stock purchase, the Purchase Agreement contemplates certain other transactions that will be subject to the review and disapproval of your Office. Prior to the closing of the stock purchase, TIC will (a) distribute certain items to Interfinancial through an extraordinary dividend that is the subject of a separate filing by TIC with your Office, and (b) assign to Interfinancial its rights and obligations in certain items as described in the Agreement that is attached to and that is the subject of the enclosed Form D.

Levi A. Olson
September 28, 2018
Page 2

If you have any questions, please contact me or Lila Subramanian, VP, Managing Attorney, M&A and Strategy Counsel of Assurant, TIC's ultimate parent company, at (212) 859-7285, or lila.subramanian@assurant.com. Thank you for your consideration.

Very truly yours,

QUARLES & BRADY LLP

A handwritten signature in black ink, appearing to read "Bill Toman", with a horizontal line extending to the right. To the right of the signature is a vertical dotted line.

William J. Toman

Enclosure

cc (w/enc.): Michael Mancusi-Ungaro
Lila Subramanian

FORM D

PRIOR NOTICE OF A TRANSACTION

Filed with the Office of the Commissioner of Insurance,
State of Wisconsin
(the “**Commissioner**”)

by

Time Insurance Company
Name of Registrant

On behalf of the following insurer:

Time Insurance Company
501 West Michigan St.
Milwaukee, WI 53203

Date: September 27, 2018

NAME, TITLE, ADDRESS AND TELEPHONE NUMBER OF INDIVIDUAL TO WHOM
NOTICES AND CORRESPONDENCE CONCERNING THIS STATEMENT SHOULD BE
ADDRESSED:

Lila Subramanian
VP, Managing Attorney
M&A and Strategy Counsel
Assurant, Inc.
28 Liberty Street, Floor 41
New York, NY 10005
(212) 859-7285
lila.subramanian@assurant.com

William J. Toman
Quarles & Brady LLP
33 East Main Street, Suite 900
Madison, WI 53703
(608) 283-2434
william.toman@quarles.com

ITEM 1. IDENTITY OF PARTIES TO TRANSACTION

Furnish the following information for each of the parties to the transaction covered under s. 617.21 (2), Stats., and s. Ins 40.04 (2), Wis. Adm. Code:

(a) Name;

The parties to the transaction are Time Insurance Company (“**TIC**”) and Interfinancial Inc. (“**Interfinancial**”).

(b) Home office address;

TIC: 501 W. Michigan St.
Milwaukee, WI 53203

Interfinancial: 28 Liberty Street, Floor 41
New York, NY 10005

(c) Principal executive office address;

TIC: 501 W. Michigan St.
Milwaukee, WI 53203

Interfinancial: 28 Liberty Street, Floor 41
New York, NY 10005

(d) The organizational structure, i.e., corporation, partnership, individual, trust, etc;

TIC is a Wisconsin stock insurance corporation and Interfinancial is a Georgia corporation.

(e) A description of the nature of the parties’ business operations;

TIC is a life and health insurer that has been in runoff since April of 2015 and that has reinsured almost all of its remaining in-force policies. Interfinancial is a holding company.

(f) Relationship, if any, of other parties to the transaction to the insurer filing the notice, including any ownership or debtor/creditor interest by any other parties to the transaction in the insurer seeking approval, or by the insurer filing the notice in the affiliated parties;

Interfinancial owns 100% of the issued and outstanding voting stock of TIC. TIC is under the ultimate control of Assurant, Inc. (“**Assurant**”), a Delaware corporation, which directly owns 100% of the outstanding voting stock of Interfinancial.

(g) Where the transaction is with a non-affiliate, the name(s) of the affiliate(s) which will receive, in whole or in substantial part, the proceeds of the transaction.

Not applicable.

ITEM 2. DESCRIPTION OF THE TRANSACTION

Furnish the following information for each transaction for which notice is being given:

(a) A statement as to whether notice is being given under s. Ins 40.04(2)(a), (b), (c), (d), (e) or (f);

This notice is being given under Wis. Admin. Code § Ins 40.04(2)(e) with respect to transactions not in the ordinary course of business.

(b) A statement of the nature of the transaction;

Haven Holdings Inc. (“**Haven Holdings**”) and Haven Insurance Company II (“**Haven Insurance**” and collectively with Haven Holdings, the “**Applicants**”) filed a Form A, Statement Regarding the Acquisition of Control of or Merger with a Domestic Insurer, dated September 7, 2018 (the “**Form A**”) with respect to Applicants' proposed acquisition of control of and merger with TIC. As described in the Form A, Haven Holdings will purchase 100% of the outstanding voting stock of TIC from Interfinancial (the “**Stock Purchase**”) pursuant to a Stock Purchase Agreement dated September 4, 2018 among Assurant, Interfinancial and Haven Holdings (the “**SPA**”), a copy of which is attached to the Form A as Exhibit 1(a) and is incorporated herein by reference pursuant to Wis. Admin. Code § Ins 40.12(1).

In addition to the Stock Purchase, the SPA contemplates certain other transactions that will be subject to the review and disapproval of the Commissioner. Prior to the closing of the Stock Purchase, TIC will (a) transfer certain items to Interfinancial through an extraordinary dividend (the “**Dividend**”) that is the subject of a separate filing by TIC with the Commissioner, and (b) assign to Interfinancial its rights and obligations in certain items as described in the Assignment and Assumption Agreement (the “**Agreement**”) that is attached to and that is the subject of this Form D.

(c) A statement of how the transaction meets the “fair and reasonable” standard of s. 617.21; and

The proposed transactions at the time it is entered into will be reasonable and fair to the interests of TIC, as required by Wis. Stat. § 617.21(1)(a), because the Agreement has no provisions that are unreasonable or unfair to TIC, and because the proposed transactions are pursuant to the SPA, which was negotiated at arm's-length between Assurant and Haven Holdings, an unaffiliated third party

(d) The proposed effective date of the transaction.

The proposed effective date of transactions is on or after the date the Commissioner permits them and on or before the date of the closing of the Stock Purchase.

ITEM 3. SALES, PURCHASES, EXCHANGES, LOANS, EXTENSIONS OF CREDIT, GUARANTEES OR INVESTMENTS

Not applicable.

ITEM 4. LOANS, EXTENSIONS OR CREDIT, OR GUARANTEES TO OR FOR A NONAFFILIATE

Not applicable.

ITEM 5. REINSURANCE

Not applicable

ITEM 6. MANAGEMENT AGREEMENTS, SERVICE AGREEMENTS AND COST-SHARING ARRANGEMENTS

Not applicable

ITEM 7. TRANSACTIONS NOT IN THE ORDINARY COURSE OF BUSINESS

Pursuant to the Agreement, TIC proposed to assign and Interfinancial proposed to assume certain items, as follows:

- Off-Balance Sheet Assets and Liabilities. Through the Extraordinary Dividend, TIC will distribute to Interfinancial the rights to potential reimbursements in connection with (a) the open claim recovery cases listed in Section 5.15(b) of the SPA's Disclosure Schedule and (b) the matters that are the subject of the Centers for Medicare & Medicaid Services audit of TIC's 2015 benefit year program participation (the "**2015 CMS Audit**"). In connection with this part of the Extraordinary Dividend and pursuant to the Agreement, TIC will assign and Interfinancial will assume TIC's obligations to make certain potential medical claim payments, Medicaid reimbursement payments and payments arising out of matters that are the subject of the 2015 CMS Audit.
- Contracts related to the Milwaukee Property. Through the Extraordinary Dividend, TIC will distribute its property at 501 West Michigan Avenue in Milwaukee (the "**Milwaukee Property**") to Interfinancial. In connection with this part of the Extraordinary Dividend and pursuant to the Agreement, TIC will assign and Interfinancial will assume TIC's rights and obligations under (a) those contracts relating to the operations of the Milwaukee Property and (b) the Milwaukee Property Office Lease dated November 2, 2015, between the Company, as landlord, and National General Management Corp., as tenant, as amended on April 10, 2017.
- Contracts between TIC and OptumInsight, Inc. Pursuant to the Agreement, TIC will assign and Interfinancial will assume TIC's rights and obligations under TIC's contracts with OptumInsight, Inc., which [summarize contracts].

ITEM 8. OTHER TRANSACTIONS REPORTABLE UNDER AN ORDER

Not applicable.

[The remainder of this page is intentionally left blank.]

ITEM 9. SIGNATURE AND CERTIFICATION

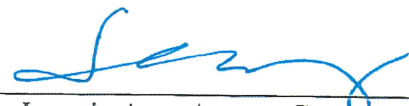
Signature and certification required as follows:

SIGNATURE

Pursuant to the requirements of ch. Ins 40, Wis. Adm. Code, Registrant has caused this notice to be duly signed on its behalf in the city of Miami and state of Florida on the 27th day of September, 2018.

Time Insurance Company

(SEAL)

BY: 
Name: Jeannie Amy Aragon-Cruz
Title: Secretary

Attest: 
Name of officer: Andrew Chung
Title: Assistant Treasurer

The undersigned deposes and says that deponent has duly executed the attached notice dated September 27, 2018 for and on behalf of Time Insurance Company; and that deponent is the Secretary of Time Insurance Company and that deponent is authorized to execute and file such instrument. Deponent further says that deponent is familiar with such instrument and the contents thereof, and that the facts therein set forth are true to the best of deponent's knowledge, information and belief.


Name: Jeannie Amy Aragon-Cruz
Title: Secretary

Subscribed and sworn to this 27th
day of September, 2018.


Notary Public
My commission expires: 6/29/2020



ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) is made and entered into as of [●], 2018 (the “Effective Date”), by and between Time Insurance Company, an insurance company organized under the laws of the State of Wisconsin, as assignor (“Assignor”), and Interfinancial Inc., a corporation organized under the laws of the State of Georgia, as assignee (“Assignee”).

RECITALS

A. WHEREAS, pursuant to the Stock Purchase Agreement (the “Purchase Agreement”), dated as of September 4, 2018, between Assurant, Inc., a corporation organized under the laws of State of Delaware (“Assurant”), Assignee, and Haven Holdings Inc., a corporation organized under the laws of the Commonwealth of Puerto Rico (the “Haven”), Haven has agreed to purchase from Assurant and Assignee, and Assurant and Assignee have agreed to sell to Haven, the Shares;

B. WHEREAS, pursuant to Section 5.13(b) of the Purchase Agreement, Assignee is required to cause Assignor to assign to Assignee or any of Assignee’s Affiliates (i) those Contracts listed on Section 5.13 of the Purchase Agreement’s Disclosure Schedule (the “Milwaukee Property Contracts”) and set forth on Schedule A hereto and (ii) the Office Lease, dated November 2, 2015, between the Assignor, as landlord, and National General Management Corp., as tenant, as amended on April 10, 2017 (the “Office Lease”);

C. WHEREAS, pursuant to Section 5.15(b) of the Purchase Agreement, Assignee is required to cause the Assignor to (i) assign, dividend, distribute or otherwise transfer the Off-Balance Sheet Assets and Liabilities, to Assignee, Assurant or any of their Affiliates and (ii) assign to Assignee or any of Assignee’s Affiliates its rights and obligations under any Contract or agreement, whether written or unwritten, between Assignor and OptumInsight, Inc., including, that certain Letter of Understanding between the Assignor and OptumInsight, Inc., dated October 12, 2016 and that certain First Amendment, dated November 30, 2012, to the Subrogation Services Product Schedule between the Company and OptumInsight, Inc. (the “OptumInsight Contracts”);

D. WHEREAS, in connection with and in accordance with the foregoing, Assignor desires to transfer, grant, convey, and assign to Assignee, and Assignee desires to receive and accept from Assignor, all of Assignor’s right, title, interest and obligations in and to (i) the Milwaukee Property Contracts, (ii) the Office Lease, (iii) the Off-Balance Sheet Assets and Liabilities and (iv) the OptumInsight Contracts.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Defined Terms. Capitalized terms used in this Agreement but not defined herein shall have the meanings given to them in the Purchase Agreement.

2. Assignment. Assignor hereby transfers, grants, conveys, and assigns to Assignee, its successors and assigns, and Assignee hereby accepts and/or assumes from Assignor, all of Assignor's right, title, interest and obligation in and to (i) the Milwaukee Property Contracts (ii) the Office Lease, (iii) the Off-Balance Sheet Assets and Liabilities and (iv) the OptumInsight Contracts.

3. Effective Time. This Agreement shall become effective at 11:59 PM Eastern Standard Time on the day that is one (1) day prior to the Closing Date.

4. Counterparts. This Agreement may be signed in any number of counterparts (including by facsimile or PDF), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by each other party hereto.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without regard to any principles of conflicts of law or choice of law that would have the effect of giving effect to the laws of another jurisdiction).

6. Successors and Assigns: No Third Party Beneficiaries. This Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

7. Whole Agreement. This Agreement, together with the Purchase Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter hereof.

[Signature page follows]

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

ASSIGNOR:

TIME INSURANCE COMPANY

By: _____

Name:

Title:

ASSIGNEE:

INTERFINANCIAL INC.

By: _____

Name:

Title:

[Signature Page to Assignment Agreement]

Schedule A

1. Statement of Services #5, dated June 28, 2017, between Assurant, Inc. on behalf of its subsidiaries and affiliates and Mitch Murch's Maintenance Management Company a/k/a and d/b/a 4M, attached to, subject to and made a part of the Facilities Services Agreement, dated July 30, 2012.
2. Statement of Services #2, dated June 21, 2017, between Assurant, Inc. on behalf of its subsidiaries and affiliates and Liberty Iron & Metal, Inc. d/b/a ADS Liberty Rubbish removal, Inc., attached to, subject to and made a part of the Facilities Services Agreement, dated May 31, 2012.
3. Statement of Services #1, dated March 19, 2013, between Assurant, Inc. on behalf of its subsidiaries and affiliates and J.F. Ahern Co., attached to, subject to, and made a part of the Facilities Services Agreement, dated March 19, 2013.
4. Change Authorization #1, dated April 11, 2016, to the Statement of Services #1, dated March 19, 2013, between Assurant, Inc. on behalf of its subsidiaries and affiliates and J.F. Ahern Co., attached to, subject to, and made a part of the Facilities Services Agreement, dated March 19, 2013.
5. Statement of Services #4, dated April 9, 2018, between the Company on behalf of its subsidiaries and affiliates and Bonded Transportation Solutions, Inc., attached to, subject to, and made a part of the Facilities Services Agreement, dated May 24, 2011.
6. Statement of Services #1, dated September 1, 2013, between Assurant, Inc. on behalf of its subsidiaries and affiliates and ThyssenKrupp Elevator Corporation, attached to, subject to, and made a part of the Facilities Services Agreement, dated September 1, 2013.
7. Change Authorization #2, dated December 11, 2017, to the Statement of Services #1, dated September 1, 2013, between Assurant, Inc. on behalf of its subsidiaries and affiliates and ThyssenKrupp Elevator Corporation, attached to, subject to, and made a part of the Facilities Services Agreement, dated September 1, 2013.
8. Statement of Services #1, dated March 20, 2012, between Assurant, Inc. on behalf of its subsidiaries and affiliates and F.J.A. Christiansen Roofing Co., Inc., attached to, subject to and made a part of the Facilities Services Agreement, dated March 20, 2012.
9. Statement of Services #2, dated March 23, 2016, between Assurant, Inc. on behalf of its subsidiaries and affiliates and F.J.A. Christiansen Roofing Co., Inc., attached to, subject to and made a part of the Facilities Services Agreement, dated March 20, 2012.
10. Statement of Services #1, dated June 29, 2013, between Assurant, Inc. on behalf of its subsidiaries and affiliates and Clean Power, L.L.C., attached to, subject to, and made a part of the Facilities Services Agreement, dated June 29, 2013.

11. Change Authorization #1, dated May 11, 2016, to the Statement of Services #1, dated June 29, 2013, between Assurant, Inc. on behalf of its subsidiaries and affiliates and Clean Power, L.L.C., attached to, subject to, and made a part of the Facilities Services Agreement, dated June 29, 2013.
12. Statement of Services #1, dated January 1, 2016, between Assurant, Inc. on behalf of its subsidiaries and affiliates and C.H. Coakley & Company, Inc., attached to, subject to and made a part of the Records Storage Services Agreement, dated January 1, 2016, as supplemented by the Imaging, On-demand Scanning, Storage and Service Agreement between C.H. Coakley & Company and the Company, dated January 1, 2016.
13. Facilities Services Agreement between the Company on behalf of its subsidiaries and affiliates and Constructive Solutions, Inc., dated August 6, 2010.
14. Statement of Services #1, dated May 1, 2012, between Assurant, Inc. on behalf of its subsidiaries and affiliates and Cummins NPower LLC, attached to, subject to and made a part of the Facilities Services Agreement, dated May 1, 2012.
15. Statement of Services #3, dated April 12, 2017, between Assurant, Inc. on behalf of its subsidiaries and affiliates and Cummins, Inc. f/k/a Cummins Central Power, LLC, attached to, subject to and made a part of the Facilities Services Agreement, dated February 17, 2017.
16. Statement of Services #1, dated March 10, 2012, between Assurant, Inc. on behalf of its subsidiaries and affiliates and David J. Frank Landscaping Contracting, Inc., attached to, subject to and made a part of the Facilities Services Agreement, dated March 10, 2012, as supplemented by the Grounds Maintenance Agreement, dated January 4, 2012.
17. Statement of Services #2, dated April 26, 2017, between Assurant, Inc. on behalf of its subsidiaries and affiliates and David J. Frank Landscaping Contracting, Inc., attached to, subject to and made a part of the Facilities Services Agreement, dated March 10, 2012, as supplemented by the Grounds Maintenance Agreement, dated March 1, 2017.
18. Statement of Services #3, dated June 21, 2017, between Assurant, Inc. on behalf of its subsidiaries and affiliates and Dillett Mechanical Service Inc., attached to, subject to and made a part of the Facilities Services Agreement, dated March 10, 2012.
19. Business Records Storage Contract, dated as of August 15, 1991, between John Alden Life Insurance Company and Oak, LLC d/b/a Downtown Storage Center, as amended by the Amendment, dated as of May 15, 2002, and supplemented by the by the Business Associate Agreement, dated May 15, 2018, between the Company, including its affiliates John Alden Life Insurance Company and Union Security Insurance Company, and Downtown Storage and Record Management.
20. 2018 Statement of Services, Dryit 90% Plus Carpet Maintenance Plan, proposed for Assurant Heath.

21. Facilities Services Agreement between the Company on behalf of its subsidiaries and affiliates and Forrer Business Interiors, Inc., dated February 28, 2013.
22. Statement of Services #1, dated October 22, 2013, between Assurant, Inc. on behalf of its subsidiaries and affiliates and Graebel Companies, Inc., attached to, subject to and made a part of the Facilities Services Agreement, dated October 22, 2013.
23. Statement of Services #040212, dated April 4, 2012, between Assurant, Inc. on behalf of its subsidiaries and affiliates and Grunau Company, Inc., attached to, subject to and made a part of the Facilities Services Agreement, dated April 4, 2012.
24. Statement of Services #2, dated April 25, 2017, between Assurant, Inc. on behalf of its subsidiaries and affiliates and Grunau Company, Inc., attached to, subject to and made a part of the Facilities Services Agreement, dated April 4, 2012.
25. Certificate of Liability Insurance, Iron Mountain Secure Shredding Inc., dated as of October 30, 2017.
26. Secure Shredding Pricing Schedule, dated July 1, 2017, incorporated into and made part of the Customer Agreement between Iron Mountain Information Management, LLC AND Assurant Health – Concord/Milwaukee – Renewal Schedule A: Program Pricing Schedule.
27. Statement of Services #1, dated April 1, 2013, between Assurant, Inc. on behalf of its subsidiaries and affiliates and J.M. Brennan, Inc., attached to, subject to and made a part of the Facilities Services Agreement, dated April 1, 2013.
28. Statement of Services #2, dated March 23, 2016, between Assurant, Inc. on behalf of its subsidiaries and affiliates and J.M. Brennan, Inc., attached to, subject to and made a part of the Facilities Services Agreement, dated April 1, 2013.
29. Protective Service Agreement, dated October 29, 2009, between the Company and Milwaukee Alarm Company, Inc., attached to, subject to and made a part of the Facilities Services Agreement, dated October 28, 2009.
30. Protective Service Agreement, dated April 3, 2018, between the Company and Milwaukee Alarm Company, Inc.
31. Statement of Services #10, dated April 18, 2018, between Assurant, Inc. on behalf of its subsidiaries and affiliates and Pyramid Mechanical Services LLC, attached to, subject to and made a part of the Facilities Services Agreement, dated September 7, 2012.
32. Facilities Services Agreement, dated July 9, 2009, between the Company and Schroeder Solutions, Inc.
33. Change Authorization #1, dated June 21, 2017, to the Statement of Services #1, dated January 10, 2013, between Assurant, Inc. on behalf of its subsidiaries and affiliates and

Starfire Systems, Inc., attached to, subject to, and made a part of the Facilities Services Agreement, dated January 10, 2013.

34. Certificate of Liability Insurance, Waste Management Holdings, Inc. & All Affiliated, Related & Subsidiary Companies Including Waste Management, dated as of December 11, 2017.
35. Change Authorization #1, dated November 4, 2015, to the Statement of Services #6, dated October 25, 2012, between Assurant, Inc. on behalf of its subsidiaries and affiliates and Waste Management National Services, Inc. and all Affiliated, Related & Subsidiary Companies Including Waste Management of Wisconsin, Inc., attached to, subject to, and made a part of the Facilities Services Agreement, dated April 1, 2012.
36. Statement of Services #1, dated June 1, 2012, between Assurant, Inc. on behalf of its subsidiaries and affiliates and Wil-Kil Pest Control Company, attached to, subject to and made a part of the Facilities Services Agreement, dated June 1, 2012.
37. Change Authorization #1, dated November 4, 2015, to the Statement of Services #2, dated June 4, 2013, between Assurant, Inc. on behalf of its subsidiaries and affiliates and Wil-Kil Pest Control Company, attached to, subject to and made a part of the Facilities Services Agreement, dated June 1, 2012.
38. Memorandum of Understanding, dated August 7, 2014, between the Company and an Affiliate of Interfinancial Inc..
39. Any other Contract relating to the Milwaukee Property to which the Company is a party.