

EXHIBIT A
EXECUTION COPY

STOCK PURCHASE AGREEMENT

DATED AS OF DECEMBER 16, 2016

BY AND BETWEEN

LOTS INTERMEDIATE CO.

(THE "*BUYER*"),

AND

GENERAL CASUALTY COMPANY OF WISCONSIN

(THE "*SELLER*")

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Exhibits

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STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this "*Agreement*") is dated as of December 16, 2016 by and between LOTS Intermediate Co., a Delaware corporation (the "*Buyer*"), and General Casualty Company of Wisconsin, a Wisconsin domestic stock insurance company (the "*Seller*"). Buyer and Seller are referred to together as the "*Parties*."

RECITALS

WHEREAS, Seller is the owner of 500,000 shares, par value \$5.00 per share (the "*Shares*"), of common stock of Blue Ridge Indemnity Company, a Wisconsin domestic stock insurance company ("*BRIC*"), which Shares constitute all of the issued and outstanding shares of BRIC's capital stock; and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of the Shares, subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the Parties agree as follows:

ARTICLE I DEFINITIONS

"*Acceptable Financial Assets*" shall mean only the following kinds of assets: (i) cash and Cash Equivalents; and (ii) existing deposits of cash, securities or other assets with state insurance departments listed on Schedule 1.01.

"*Acquisition Proposal*" means any inquiry, proposal or offer from any third party relating to, in a single transaction or series of related transactions, any (a) acquisition of assets of BRIC; (b) acquisition of beneficial ownership of any capital stock or other securities of BRIC; or (c) merger, consolidation, share exchange, business combination, recapitalization, liquidation, dissolution or similar transaction involving BRIC; in each case, other than the transactions contemplated by this Agreement or any such transaction directly involving solely Seller's or its Affiliates' (other than BRIC's) assets, businesses or capital stock or securities.

"*Action*" shall mean any civil, criminal, administrative, investigative or informal action, audit, demand, suit, claim, arbitration, hearing, litigation, dispute, investigation or other proceeding of any kind or nature by or before any Governmental Authority or arbitrator or arbitration panel or similar Person or body.

"*Administrative Services Agreement*" shall have the meaning ascribed to it in Section 8.7 of this Agreement.

"*ADSP*" shall have the meaning ascribed to it in Section 7.3(b) of this Agreement.

"Affiliate" shall mean, with respect to any Person, at any relevant time, any other Person controlling, controlled by or under common control with such Person. For the purpose of this definition, the term "control" (including with correlative meanings, the terms "controlling", "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or partnership of other ownership interests or by Contract or otherwise.

"Agreement" shall have the meaning ascribed to it in the introductory paragraph to this Agreement.

"AGUB" shall have the meaning ascribed to it in Section 7.3(b) of this Agreement.

"Applicable Law" shall mean any domestic or foreign federal, state or local statute, law, ordinance or code, or any written rules, regulations or administrative interpretations, or Order issued by any Governmental Authority pursuant to any of the foregoing, and any Order, writ, or directive of a court of competent jurisdiction applicable to the Parties hereto, including any requirement or obligation imposed upon BRIC pursuant to any Involuntary Mechanism.

"Applicable Tax Law" shall have the meaning ascribed to it in Section 4.22(a)(i) of this Agreement.

"Approvals" shall mean Buyer Approvals and Seller Approvals.

"Asset Allocation" shall have the meaning ascribed to it in Section 7.3(b) of this Agreement.

"Asset Cap" shall mean the maximum amount of Acceptable Financial Assets to be held by BRIC as of the Closing Effective Time, such assets to be valued in accordance with SAP after giving effect to the transfers of Estimated Loss Reserves and Estimated Unearned Premium Reserves, as specified in a written direction to be delivered by Buyer to Seller pursuant to Section 3.2 of this Agreement.

"Asset Floor" shall mean the minimum amount of Acceptable Financial Assets to be held by BRIC as of the Closing Effective Time, such assets to be valued in accordance with SAP after giving effect to the transfers of Estimated Loss Reserves and Estimated Unearned Premium Reserves, as specified in a written direction to be delivered by Buyer to Seller pursuant to Section 3.2 of this Agreement.

"Assets and Properties" shall mean all assets or properties of every kind, nature, character, and description (whether real, personal, or mixed, whether tangible or intangible, whether absolute, accrued, contingent, fixed, or otherwise, and wherever situated) as now operated, owned, or leased, including without limitation cash, cash equivalents, securities, accounts and notes receivable, real estate, equipment, furniture, fixtures, goodwill, and going concern value.

"Basket" shall have the meaning ascribed to it in Section 11.3 of this Agreement.

"Books and Records" shall mean originals or copies of all Tax Returns filed since January 1, 2012 (or, for any such BRIC Tax Return filed as a member of any consolidated, combined,

unitary or similar group, Tax Returns on a pro forma basis for BRIC used in the preparation of such Tax Returns), Insurance Licenses, minute books, stock certificates, stock transfer ledgers and Tax working papers, in each case relating to BRIC and in the possession or control of Seller, BRIC or any of their respective Affiliates; provided, however, that Seller may redact any confidential information from the Books and Records that does not pertain to BRIC.

“**BRIC**” shall have the meaning ascribed to it in the recitals to this Agreement.

“**Burdensome Condition**” shall mean (a) a material impairment of the benefits, taken as a whole, which a Party reasonably expects to derive from the consummation of the transactions contemplated by this Agreement had such party not been obligated to take or refrain from taking or agree to take or refrain from taking such action, or suffer to exist such condition, limitation, restriction or requirement, or (b) any requirement to sell, divest, operate in a specified manner, hold separate or discontinue or limit, before or after the Closing, any material assets, liabilities, businesses, operations or interest in any assets or businesses of BRIC, Buyer or any of their Affiliates.

“**Business**” shall mean any and all business of any kind or nature conducted by or through BRIC prior to the Closing; provided that the Parties acknowledge that BRIC has ceased issuing insurance policies.

“**Business Day**” shall mean a day other than Saturday, Sunday, or any other day on which the principal commercial banks located in the Borough of Manhattan, the City of New York are authorized or obligated to close under Applicable Law.

“**Buyer**” shall have the meaning ascribed to it in the introductory paragraph to this Agreement.

“**Buyer Approvals**” shall have the meaning ascribed to it in Section 5.5 of this Agreement.

“**Buyer Disclosure Schedules**” shall the meaning set forth in Article V of this Agreement.

“**Buyer Indemnified Parties**” shall have the meaning ascribed to it in Section 11.1(a) of this Agreement.

“**Cash Equivalent**” shall mean United States Treasury obligations having a remaining term to maturity as of three (3) Business Days preceding the Closing Date of less than ninety (90) days.

“**CERCLA**” shall mean the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

“**Claimant**” shall have the meaning ascribed to it in Section 11.2(a) of this Agreement.

“**Closing**” shall have the meaning ascribed to it in Section 2.4(a) of this Agreement.

“**Closing Cash Payment**” shall have the meaning ascribed to it in Section 2.3 of this Agreement.

“**Closing Date**” shall have the meaning ascribed to it in Section 2.4(a) of this Agreement.

“*Closing Effective Time*” means 12:01:00 a.m. Eastern Time on April 1, 2017.

“*Code*” shall have the meaning ascribed to it in Section 4.22(a)(ii) of this Agreement.

“*Confidential Data*” shall mean all non-public information concerning BRIC, Seller or its Affiliates or the Business furnished to Buyer, or concerning Buyer or its Affiliates furnished to Seller or BRIC, in connection with this Agreement or the transactions contemplated hereby, including, but not limited to, all information concerning the negotiations among BRIC, Seller and Buyer with respect to the transactions contemplated by this Agreement.

“*Contracts*” shall have the meaning ascribed to it in Section 4.8(e) of this Agreement.

“*Deficiency*” shall mean any nonrenewal or suspension or any material limitation, restriction, condition, qualification or impairment (other than those that apply generally to property casualty insurers currently doing business in the applicable state on an admitted basis or excess and surplus lines basis, as applicable) of an Insurance License that restricts the ability of BRIC to conduct business under such Insurance License with respect to any line(s) of authority set forth therein, or permitted by, such Insurance License; provided, however, that any such nonrenewal, suspension, limitation, restriction or impairment caused by the announcement or pendency of the transactions contemplated by this Agreement shall not be a Deficiency hereunder.

“*Demand Notice*” shall have the meaning ascribed to it in Section 11.2(b) of this Agreement.

“*Dispute Notice*” shall have the meaning ascribed to it in Section 2.5(b) of this Agreement.

“*Dispute Period*” shall have the meaning ascribed to it in Section 2.5(b) of this Agreement.

“*Disputed Items*” shall have the meaning ascribed to it in Section 2.5(b) of this Agreement.

“*Effective Time*” means 12:00:01 a.m. Eastern Time on April 1, 2017.

“*Election Form*” and “*Election Forms*” shall have the meanings ascribed to such terms in Section 7.3(b) of this Agreement.

“*Environmental Law*” shall mean any federal, state or local law, statute, rule, order, directive, judgment or regulation, or the common law relating to the environment, occupational health and safety, or exposure of Persons or property to Materials of Environmental Concern, including any Applicable Law pertaining to: (i) the presence of or the treatment, storage, disposal, generation, transportation, handling, distribution, manufacture, processing, use, import, export, labeling, recycling, registration, investigation or remediation of Materials of Environmental Concern or documentation related to the foregoing; (ii) air, water and noise pollution; (iii) groundwater and soil contamination; (iv) the release, threatened release, or accidental release into the environment, the workplace or other areas of Materials of Environmental Concern, including emissions, discharges, injections, spills, escapes or dumping of Materials of Environmental Concern; (v) transfer of interests in or control of real property which may be contaminated; (vi) community or worker right-to-know disclosures with respect to Materials of Environmental Concern; (vii) the protection of wild life, marine life and wetlands, and endangered and threatened species; (viii) storage tanks, vessels, containers, abandoned or discarded barrels and

other closed receptacles; and (ix) health and safety of employees and other persons. As used above, the term “release” shall have the meaning set forth in CERCLA.

“*Estimated Closing SAP Balance Sheet*” shall have the meaning ascribed to it in Section 4.5(d) of this Agreement.

“*Estimated Loss Reserves*” shall have the meaning ascribed to such term in the LPT and Quota Share Reinsurance Agreement.

“*Estimated Surplus Amount*” shall mean an amount equal to the Surplus Amount as shown on the Estimated Closing SAP Balance Sheet.

“*Estimated Unearned Premium Reserves*” shall have the meaning ascribed to such term in the LPT and Quota Share Reinsurance Agreement.

“*Final Adjustment Payment*” shall have the meaning ascribed to it in Section 2.5(c) of this Agreement.

“*Final Consolidated Return*” shall have the meaning ascribed to it in Section 7.5(a)(i) of this Agreement.

“*Final Surplus Amount*” shall mean an amount equal to the Surplus Amount as of the Closing Date as shown on the Purchase Price Adjustment Report.

“*Form A*” shall mean the filing made by Buyer with the Wisconsin Office to seek approval of the transactions contemplated by this Agreement.

“*Governmental Authority*” shall mean any government, legislature, court, arbitrator, department, commission, board, bureau, agency, entity, instrumentality or other body, whether federal, state, local, foreign or other.

“*Indemnifiable Claim*” shall have the meaning ascribed to it in Section 11.2(a) of this Agreement.

“*Indemnifying Party*” shall have the meaning ascribed to it in Section 11.2(a) of this Agreement.

“*Independent Accounting Firm*” shall have the meaning ascribed to it in Section 2.5(b) of this Agreement.

“*Insurance Liabilities*” shall mean Liabilities of BRIC arising prior to, on or after the Closing Effective Time resulting from or related to (i) all treaties, policies, binders, slips or other contracts of insurance or assumed reinsurance issued or entered into by or on behalf of BRIC prior to the Closing Effective Time, (ii) all renewals, if any, of such treaties, policies, binders, slips or other contracts of insurance that are issued on or after the Closing Effective Time, to the extent that such renewals are required by Applicable Law or under contractual commitments of BRIC entered into prior to the Closing Effective Time, (iii) all policies, binders, slips or Contracts of insurance that are required to be issued or accepted on or after the Closing Effective Time by or on behalf of BRIC as a result of assignments from Involuntary Mechanisms to the

extent such assignments are directly attributable to the business described in (i) or (ii) above, and in the case of (i), (ii) and (iii) above, all whether or not subject to reinsurance coverage by Inuring Reinsurance; and (iv) guaranty fund assessments and compensation payable to producers attributable to the business described in (i) or (ii) above.

“Insurance Licenses” shall have the meaning ascribed to it in Section 4.17(a) of this Agreement.

“Insurance Policies” shall have the meaning ascribed to it in Section 4.15 of this Agreement.

“Intercompany Contracts” shall have the meaning ascribed to it in Section 4.8(c) of this Agreement.

“Interim Balance Sheet” shall have the meaning ascribed to it in Section 4.5(a) of this Agreement.

“Inuring Reinsurance” shall have the meaning ascribed to such term in the LPT and Quota Share Reinsurance Agreement.

“Investment Assets” shall mean all investment assets, including bonds, notes, debentures, mortgage loans, real estate, collateral loans, derivatives and all other instruments of indebtedness, stocks, partnership or joint venture interests and all other equity interests, certificates issued by or interests in trusts, derivatives and all other assets acquired for investment purposes that are beneficially owned by BRIC as of the date of this Agreement, together with all investment assets acquired by the BRIC between the date of this Agreement and the Closing Date.

“Involuntary Mechanisms” shall mean any assigned risk plan, fair plan, board, bureau, or other government mandated program or underwriting facility to the extent that any such mechanism assigns to BRIC the obligation to underwrite, on a mandatory basis, property and casualty business.

“Knowledge” shall mean (i) with respect to Seller, a fact, event, circumstance or occurrence that is or was actually known by Russell M. Johnson, Chief Executive Officer; Gregory J. Giardello, Senior Vice President, Divisional Controller; Jose R. Gonzalez, Corporate Secretary; Darnyl Klatt, Assistant Vice President and Statutory Controller; Ryan Olson, Vice President; and/or Jennifer Vernon, Senior Vice President or should have been known by such Person if they had performed their duties on behalf of Seller or its Affiliates in a reasonably prudent manner and after reasonable inquiry; and (ii) with respect to Buyer, (a) the actual knowledge of any officer, director or managerial employee of Buyer, and (b) any matter that reasonably would be expected to be known by any individual identified in clause (ii)(a) had he or she (I) performed the customary duties of an individual holding his or her title with Buyer, and (II) conducted a reasonable inquiry.

“Liabilities” shall mean any and all debts, losses, liabilities, offsets, claims, damages, fines, penalties, commitments, obligations, payments and accounts payable (including, without limitation, those arising out of any award, demand, assessment, settlement, judgment or compromise relating to any Action), and accruals for out-of-pocket costs and expenses (including, without limitation, reasonable attorneys’ fees and expenses incurred in investigating,

preparing or defending any Action) of any kind or nature whatsoever, whether absolute, accrued, liquidated, unliquidated, contingent or other, and whether known or unknown.

“*Liens*” shall have the meaning ascribed to it in Section 4.12 of this Agreement.

“*Loss*” and/or “*Losses*” shall have the meaning ascribed to it in Section 11.1(a) of this Agreement.

“*LPT and Quota Share Reinsurance Agreement*” shall have the meaning set forth in Section 8.14.

“*Market Value*” shall mean, with respect to Investment Assets, (i) in the case of securities (other than Cash Equivalents) listed on an exchange or in an over-the counter market, the closing price on such exchange or market (or the average of the closing bid and asked prices if there is no closing price) plus all accrued but unpaid interest on such securities if such amount is not already reflected in such closing price (or such bid and asked prices), (ii) in the case of cash or Cash Equivalents, the face amount thereof, and (iii) in the case of short term treasuries, the fair market value of such securities as reported by Bloomberg; as of the Closing Date in connection with the calculation of the Surplus Amount as shown on the Purchase Price Adjustment Report and as of three (3) Business Days prior to the Closing Date in connection with the calculation of the Surplus Amount as shown on the Estimated Closing SAP Balance Sheet.

“*Material Adverse Effect*” shall mean any condition, change or effect (or series of related conditions, changes or effects) that, individually or in the aggregate, is substantially or significantly different from the usual and customary norms of the condition specified, or is or which would reasonably be expected to be materially adverse to (a) the business, operations, condition (financial or otherwise), or results of operations of BRIC or Buyer’s ability to operate the business of BRIC immediately after the Closing in the manner operated by BRIC immediately before Closing; (b) the validity or enforceability of this Agreement; or (c) the ability of either of the Parties to perform their respective obligations under any of the Transaction Agreements on a timely basis; provided, however, that a Material Adverse Effect shall not include the effect of any event, change or occurrence arising out of or attributable to (i) general economic conditions (whether as a result of recession, acts of war, terrorism, armed conflicts or otherwise); (ii) any changes that are the result of factors generally affecting the property and casualty insurance industry in the geographic areas in which BRIC operates; (iii) changes in any Applicable Law or SAP after the date of this Agreement (with respect to clauses (i) - (iii), only to the extent that any such event, change or occurrence does not materially disproportionately adversely affect BRIC compared to other property and casualty insurance companies); or (iv) the pendency, announcement or performance of the transactions contemplated herein.

“*Materials of Environmental Concern*” shall mean any: pollutants, contaminants or hazardous substances (as such terms are defined under CERCLA), pesticides (as such term is defined under the Federal Insecticide, Fungicide and Rodenticide Act), solid wastes and hazardous wastes (as such terms are defined under the Resource Conservation and Recovery Act), chemicals, other hazardous, radioactive or toxic materials, oil, petroleum and petroleum products or derivatives (and fractions thereof), or any other material (or article containing such material) listed or subject

to regulation under any Applicable Law due to its potential, directly or indirectly, to harm the environment or the health of humans or other living beings.

“Notice Period” shall have the meaning ascribed to it in Section 2.5(b) of this Agreement.

“Order” means any award, decision, injunction, judgment, decree, settlement, order, process, ruling, subpoena or verdict entered, issued, made or rendered by any Governmental Authority or other authority of competent jurisdiction.

“Parties” shall have the meaning ascribed to it in the introductory paragraph of this Agreement.

“Permits” shall have the meaning ascribed to it in Section 4.18(b) of this Agreement.

“Person” shall mean any individual, corporation, partnership, firm, joint venture, association, joint-stock company, limited liability company, trust, unincorporated organization, governmental, judicial or regulatory body, business unit, division or other entity.

“Post-Effective Period” shall have the meaning ascribed to it in Section 4.22(a)(iii) of this Agreement.

“Pre-Closing Dividend” shall have the meaning ascribed to it in Section 3.2 of this Agreement.

“Pre-Effective Period” shall have the meaning ascribed to it in Section 4.22(a)(iv) of this Agreement.

“Preemptive Rights” shall mean options, warrants, redemption rights, repurchase rights, purchase rights, subscription rights, conversion rights, exchange rights, or other Contracts or commitments that could require Seller or its Affiliates (including BRIC) to purchase or issue, sell, or otherwise cause to become outstanding, as applicable, any capital stock or equity interests of BRIC; or stock or equity appreciation, phantom stock or equity, profit participation, or similar rights with respect to BRIC.

“Purchase Price” shall have the meaning ascribed to it in Section 2.2 of this Agreement.

“Purchase Price Adjustment Report” shall have the meaning ascribed to it in Section 2.5(a) of this Agreement.

“Regulatory Filings” shall have the meaning ascribed to it in Section 4.6 of this Agreement.

“Reinsurance Contract” means any reinsurance, coinsurance or retrocession Contract under which BRIC may be either obligated to make payments or be eligible to continue to receive benefits, to which BRIC is a party (whether as a ceding or assuming company) or by or to which BRIC is bound or subject, as each such reinsurance, coinsurance or retrocession Contract may have been amended, modified or supplemented.

“Related Agreements” shall mean the LPT and Quota Share Reinsurance Agreement and the Administrative Services Agreement.

“Released Matters” shall have the meaning ascribed to it in Section 12.7 of this Agreement.

“Releasee” and/or **“Releasees”** shall have the meaning ascribed to it in Section 12.7 of this Agreement.

“Representative” means, with respect to a particular Person, any director, officer, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants, financial advisors and third party administrators.

“SAP” shall mean the statutory accounting practices applicable to BRIC under Applicable Law and/or required or permitted by the insurance regulatory authorities in the State of Wisconsin, as in effect as of the applicable time, applied on a consistent basis.

“Schedule” has the meaning set forth in Article IV and Article V of this Agreement.

“Section 338(h)(10) Election” shall have the meaning ascribed to it in Section 7.3(a) of this Agreement.

“Section 338(h)(10) Election Taxes” shall have the meaning ascribed to it in Section 7.3(a) of this Agreement.

“Securities Act” shall mean the Securities Act of 1933 as amended.

“Seller” shall have the meaning ascribed to it in the introductory paragraph of this Agreement.

“Seller Approvals” shall have the meaning ascribed to it in Section 4.21 of this Agreement.

“Seller Disclosure Schedules” has the meaning set for in Article IV of this Agreement.

“Seller Indemnified Parties” shall have the meaning ascribed to it in Section 11.1(b) of this Agreement.

“Seller Group” shall have the meaning ascribed to it in Section 4.22(a)(v) of this Agreement.

“Settlement Date” shall have the meaning ascribed to it in Section 2.5(c) of this Agreement.

“Shares” shall have the meaning ascribed to it in the recitals to this Agreement.

“Statutory Statements” shall have the meaning ascribed to it in Section 4.5(a) of this Agreement.

“Straddle Period” shall have the meaning ascribed to it in Section 4.22(a)(vi) of this Agreement.

“Surplus Amount” shall mean the statutory capital and surplus of BRIC, as of the Closing Date as shown on the Purchase Price Adjustment Report, and as shown on the Estimated Closing SAP Balance Sheet to be delivered to Buyer three (3) Business Days prior to the Closing Date, where, in each case, the Acceptable Financial Assets owned by BRIC on the Closing Date (after taking into account the transactions and transfers pursuant to the LPT and Quota Share Reinsurance Agreement) shall be valued at Market Value.

“*Survival Period*” shall have the meaning ascribed to it in Section 10.3(a) of this Agreement.

“*Tax*” or “*Taxes*” shall have the meaning ascribed to it in Section 4.22(a)(vii) of this Agreement.

“*Tax Authority*” shall have the meaning ascribed to it in Section 4.22(a)(viii) of this Agreement.

“*Tax Period*” shall have the meaning ascribed to it in Section 4.22(a)(ix) of this Agreement.

“*Tax Proceeding*” shall have the meaning ascribed to it in Section 7.5(d)(i) of this Agreement.

“*Tax Records*” shall have the meaning ascribed to it in Section 7.5(b) of this Agreement.

“*Tax Returns*” shall have the meaning ascribed to it in Section 4.22(a)(x) of this Agreement.

“*Transaction Agreements*” means, collectively, this Agreement and all other agreements, documents, certificates or instruments to be executed or delivered in connection with the transactions contemplated by this Agreement, including but not limited to, the Related Agreements.

“*Transfer Adjustment*” shall have the meaning ascribed to such term in the LPT and Quota Share Reinsurance Agreement.

“*Transfer Taxes*” shall have the meaning ascribed to it in Section 7.6 of this Agreement.

“*Treasury Regulations*” shall have the meaning ascribed to it in Section 4.22(a)(xi) of this Agreement.

“*True Up Report*” shall have the meaning ascribed to such term in the LPT and Quota Share Reinsurance Agreement.

“*Wisconsin Office*” shall mean the Wisconsin Office of the Commissioner of Insurance.

ARTICLE II SALE AND PURCHASE

Section 2.1. Purchase by Buyer. Subject to the terms and conditions set forth in this Agreement, at the Closing, Buyer shall purchase from Seller, and Seller shall sell to Buyer, the Shares, which constitute and represent all of the issued and outstanding shares of capital stock of BRIC, free and clear of all Liens (other than Liens that may be created or caused by Buyer) and Preemptive Rights.

Section 2.2. Purchase Price. The total aggregate consideration for the Shares to be paid by Buyer hereunder (the “*Purchase Price*”) shall be an amount equal to (x) \$600,000 plus (y) the Surplus Amount as of the Closing Date, subject to adjustment as set forth in Section 2.5.

Section 2.3. Closing Cash Payment. Three (3) Business Days prior to the Closing Date, Seller, at its expense, shall prepare and deliver (or cause to be prepared and

delivered) to Buyer the Estimated Closing SAP Balance Sheet. At the Closing, Buyer shall pay (the "**Closing Cash Payment**") to Seller an amount equal to (x) \$600,000 plus (y) the Surplus Amount as shown on the Estimated Closing SAP Balance Sheet.

Section 2.4. Closing.

(a) Unless this Agreement shall have been terminated pursuant to Section 10.1, the closing of the transactions contemplated herein (the "**Closing**") will take place at 10 a.m. (Eastern Time) on such date prior to April 1, 2017 as is mutually agreed upon by the Parties following the satisfaction or waiver of each of the conditions set forth in Article VIII and Article IX hereof, the receipt of all Approvals and the taking of all of the actions contemplated by Article III hereof. The Closing will take place by teleconference with the exchange of documents and signatures in ".pdf" format at 10:00 a.m. (Eastern Time) on the Closing Date. The Parties agree that the actual date and time of Closing are referred to herein as the "**Closing Date**" and the Closing of the purchase and sale of the Shares shall be effective as of the Closing Effective Time.

(b) At the Closing, (i) the Parties shall deliver the documents and certificates required to be delivered by Article VIII and Article IX hereof; (ii) the Parties shall provide proof or indication of the satisfaction or waiver of each of the conditions set forth in Article VIII and Article IX hereof, which shall be in form and substance reasonably satisfactory to the other Party; (iii) Seller shall deliver, or cause to be delivered, to Buyer, all of the Shares free and clear of all Liens (other than Liens that may be created or caused by Buyer) and Preemptive Rights, together with executed consents, terminations and assignments, including, without limitation, assignments of the certificates representing the Shares and other instruments of consent and conveyance in form and substance reasonably satisfactory to Buyer, sufficient to convey to Buyer good and marketable title to the Shares and to preserve the Assets and Properties of BRIC; and (iv) Buyer shall pay Seller, in cash, the Closing Cash Payment, which shall be remitted by Buyer to Seller by wire transfer of immediately available funds to an account designated by Seller to Buyer at least two (2) Business Days prior to the Closing Date.

Section 2.5. Post-Closing Adjustments.

(a) The estimated Purchase Price determined in accordance with Section 2.3 will be increased or decreased (on a dollar-for-dollar basis) to the extent the Estimated Surplus Amount is greater or less than the Final Surplus Amount. Within forty five (45) days after the Closing Date, Seller shall deliver to Buyer a report (the "**Purchase Price Adjustment Report**"), showing in detail its final determination of the Surplus Amount as of the Closing Date, together with any documents substantiating the calculations proposed in the Purchase Price Adjustment Report. The Purchase Price Adjustment Report shall be prepared using the same format and the same methodologies used in preparing the Estimated Closing SAP Balance Sheet and shall clearly set forth and describe any variations between the Estimated Surplus Amount and Seller's calculation of the Final Surplus Amount (or any figures used by Seller in calculating the same).

(b) Within forty five (45) days after its receipt of the Purchase Price Adjustment Report, or such other time as is mutually agreed in writing by the Parties (the "**Notice Period**"), Buyer shall deliver in writing to Seller either (i) its agreement with the

calculation of the Final Surplus Amount as set forth in the Purchase Price Adjustment Report or (ii) its dispute thereof, specifying in reasonable detail the nature of its dispute (such items in dispute, the "*Disputed Items*," and such notice of the Disputed Items, the "*Dispute Notice*"). If Buyer fails to deliver to Seller a Dispute Notice within the Notice Period, then the Final Surplus Amount as set forth in the Purchase Price Adjustment Report shall be final and binding on the Parties and shall constitute the basis for determination of the final Purchase Price. If Buyer delivers to Seller a Dispute Notice prior to the expiration of the Notice Period, then each Party shall cooperate and shall cause its Representatives to cooperate with the other Party and its Representatives in good faith to seek to resolve promptly the Disputed Items. Any Disputed Items that are agreed to in writing by Buyer and Seller within forty five (45) days of receipt of the Dispute Notice by Seller, or such other time as is mutually agreed in writing by Buyer and Seller (the "*Dispute Period*"), shall be final and binding upon Buyer and Seller and become part of the calculation of the Surplus Amount as of the Closing Date. If at the end of the Dispute Period, Buyer and Seller have failed to reach agreement with respect to any Disputed Items, then such Disputed Items shall be promptly submitted to an independent certified public accounting firm of national standing and reputation, which firm is not an independent auditor for either Buyer or Seller (an "*Independent Accounting Firm*") and is jointly selected and retained by Buyer and Seller. If Buyer and Seller are unable to select an Independent Accounting Firm within ten (10) days after the expiration of the Dispute Period, then either Buyer or Seller may request the American Arbitration Association to appoint, within ten (10) Business Days from the date of such request, an Independent Accounting Firm with significant relevant experience in the area(s) in dispute. The Independent Accounting Firm may consider only those Disputed Items that Buyer and Seller have been unable to resolve within the Dispute Period, and must resolve the Disputed Items in accordance with the terms and provisions of this Agreement. Each Party may submit a written statement of its position to the Independent Accounting Firm within five (5) Business Days of its appointment, with a copy of such written statement simultaneously sent to the other Party. Neither Party shall have any ex-parte communication with the Independent Accounting Firm. The determination of the Independent Accounting Firm must neither be more favorable to Seller than reflected in the Purchase Price Adjustment Report nor more favorable to Buyer than reflected in the Dispute Notice (excluding the allocation of the cost of the services incurred in connection with the resolution of the Disputed Items). The Independent Accounting Firm shall deliver to Buyer and Seller, as promptly as practicable and in any event within thirty (30) days after its appointment, a written report setting forth the resolution of each Disputed Item and the resulting Final Surplus Amount as of the Closing Date, determined in accordance with the terms of this Agreement. The conclusions in such report shall be final and binding upon Buyer and Seller. The thirty (30) day period for delivering the written report may be extended (i) by the mutual written consent of Buyer and Seller or (ii) once by the Independent Accounting Firm for up to thirty (30) days for good cause shown. The cost of the services of the Independent Accounting Firm will be borne by the Party (Buyer or Seller) whose last written statement of the Surplus Amount as of the Closing Date submitted to the other Party before the engagement of the Independent Accounting Firm differs the most from the amount of the Surplus Amount as of the Closing Date as finally determined upon resolution of the Disputed Items by the Independent Accounting Firm. If both last written settlement offers differ equally from such amount as finally determined upon resolution of the Disputed Items by the Independent Accounting Firm, such cost will be borne half by Buyer and half by Seller.

(c) If the Estimated Surplus Amount exceeds the Final Surplus Amount, then Seller shall pay to Buyer the amount of such difference, and if the Final Surplus Amount exceeds the Estimated Surplus Amount, then Buyer shall pay to Seller the amount of such difference (in either case, the "*Final Adjustment Payment*"). The Final Adjustment Payment shall be due and payable on the second (2nd) Business Day after Buyer and Seller agree on the Final Surplus Amount or the Parties are provided notice of any final determination of the Final Surplus Amount, in each case as agreed or determined in accordance with this Section 2.5(c) (the "*Settlement Date*"). For the avoidance of doubt, if the Final Surplus Amount is disputed pursuant to Section 2.5(b), then the resolution of the Disputed Item pursuant to Section 2.5(b) shall control for purposes of determining the Final Surplus Amount and for determining the amount of the Final Adjustment Payment and which Party pays the Final Adjustment Amount.

(d) The Final Adjustment Payment shall be made by wire transfer of immediately available funds to the account or accounts of the Party entitled to receive such payment, which account or accounts shall be designated by Buyer to Seller or by Seller to Buyer, as the case may be, not less than two (2) Business Days prior to the Settlement Date.

(e) Notwithstanding any other provision of this Section 2.5, the Final Adjustment Payment shall not be determined until the final True Up Report has been determined and the Transfer Adjustment has been paid in accordance with the terms and provisions of the LPT and Quota Share Reinsurance Agreement.

ARTICLE III RELATED TRANSACTIONS

Subject to the additional conditions precedent set forth in Article VIII and Article IX of this Agreement, the obligations of Buyer and Seller to consummate the purchase of the Shares is subject to and conditioned upon completion of the following transactions in form and substance reasonably satisfactory to Buyer and Seller:

Section 3.1. Execution of Related Agreements. At the Closing, Seller and BRIC shall enter into each of the Related Agreements to which it is a party.

Section 3.2. Pre-Closing Dividend. Prior to the Closing Date, Seller shall cause BRIC to declare and pay such dividends and distributions and to make such related transfers of its Assets and Properties to effectuate such dividends and distributions (collectively, the "*Pre-Closing Dividend*") in an amount sufficient to reduce the remaining Acceptable Financial Assets to an amount not less than the Asset Floor and not more than the Asset Cap, each as specified in a written direction to be delivered by Buyer to Seller as promptly as practicable after the date hereof, but in any event not later than the date on which the Wisconsin Office publicly announces the date of the hearing regarding approval of the Form A; provided, however, that if Buyer does not deliver such written direction to Seller by such date, Seller shall not be required to cause BRIC to effect any Pre-Closing Dividend. Buyer and Seller agree that following the Pre-Closing Dividend (if any) and the consummation of the transactions contemplated by the LPT and Quota Share Reinsurance Agreement, BRIC shall not have any material assets other than Acceptable Financial Assets, the Insurance Licenses, and the

reinsurance recoverables under the LPT and Quota Share Reinsurance Agreement and under the Inuring Reinsurance.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Except as otherwise set forth in the disclosure schedules of Seller attached to this Agreement (individually, a “*Schedule*” and, collectively, the “*Seller Disclosure Schedules*”; it being understood that any information set forth in any Schedule of the Seller Disclosure Schedules will be deemed to apply to and qualify each Section or subsection of this Agreement to which it corresponds and each other Section or subsection of this Agreement to the extent it is reasonably apparent from a reading of such information that it is relevant to such other Section or subsection of this Agreement), Seller represents and warrants to Buyer, as of the date of this Agreement and as of the Closing Date, as follows:

Section 4.1. Organization.

(a) Seller is a stock insurance company duly organized, validly existing and in good standing under the laws of the State of Wisconsin.

(b) BRIC is a stock insurance company duly organized, validly existing, and in good standing under the laws of the State of Wisconsin and has all requisite corporate power and authority to own, lease and operate its Assets and Properties in the manner in which such Assets and Properties are now owned, leased and operated and to carry on the Business. Prior to the date hereof, Seller has delivered to Buyer true and complete copies of the certificate of incorporation and bylaws of BRIC, including all amendments thereto. BRIC is duly qualified as a foreign corporation or other organization to do business, and is in good standing, in each jurisdiction where the character of its owned, operated or leased assets or properties or the nature of its activities makes such qualification and good standing necessary, except where the failure to be so qualified or in good standing could not reasonably be expected to have a Material Adverse Effect. Schedule 4.1(b) sets forth a list of all jurisdictions in which BRIC is qualified to do business as a foreign corporation.

Section 4.2. Subsidiaries. BRIC does not have any equity interest in any Person other than with respect to portfolio investments made in the ordinary course of business.

Section 4.3. Authority. Seller has the full power and authority, corporate or otherwise, to execute and deliver this Agreement and Seller and BRIC have the full power and authority, corporate or otherwise, to execute all of the Transaction Agreements to which they are a party, to perform their respective obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. This Agreement constitutes, and the other Transaction Agreements to which Seller or BRIC is a party, when executed and delivered, will constitute, the valid and binding obligations of each of Seller and BRIC, enforceable against Seller and BRIC, as applicable, in accordance with their respective terms, subject to (i) bankruptcy, insolvency, rehabilitation, receivership, moratorium or other similar laws affecting the enforcement of creditors’ rights generally, and (ii) general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). The execution and delivery

of this Agreement and the other Transaction Agreements by Seller and BRIC, as applicable, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by all requisite corporate action, including, but not limited to, authorization by the respective boards of directors of Seller and BRIC, and, except as set forth on Schedule 4.21, such execution and delivery of this Agreement and the other Transaction Agreements, and the consummation of the transactions contemplated hereby and thereby, do not and will not require the approval of any other Person or Governmental Authority. No action of Seller's shareholder(s) is required to specifically authorize the execution and delivery by Seller of, and the performance by Seller of its obligations under, this Agreement and the other Transaction Agreements to which it is a party, and the consummation by Seller of the transactions contemplated by each of the Transaction Agreements to which it is a party.

Section 4.4. Capitalization; Right to Shares.

(a) The authorized capital stock of BRIC consists of 500,000 shares of common stock, \$5.00 par value per share, of which 500,000 shares are issued and outstanding. Seller owns all of the legal and beneficial interests in the Shares, free and clear of any Liens and Preemptive Rights. All Shares are duly authorized, validly issued, fully paid and nonassessable. There are no shares of capital stock of BRIC issued or outstanding other than the Shares.

(b) With respect to the capital structure of BRIC: (i) BRIC has not issued, and does not currently have outstanding, any bonds, debentures, notes, debt instruments or other indebtedness; and (ii) there are no (A) Preemptive Rights; (B) securities convertible into or exchangeable for any of BRIC's capital stock or other securities; (C) options, warrants or other rights to purchase or subscribe to capital stock or other securities of BRIC or securities which are convertible into or exchangeable for capital stock or other securities of BRIC; (D) contracts, commitments, agreements, understandings or arrangements of any kind relating to the issuance, sale or transfer of any capital stock or other equity securities of BRIC, any such convertible or exchangeable securities or any such options, warrants or other rights other than this Agreement or (E) voting trusts, proxies or other agreements or understandings with respect to the voting of any shares of capital stock or equity interests of BRIC or agreements, commitments or understandings of any nature whatsoever, fixed or contingent, that directly or indirectly obligates Seller or any of its Affiliates (including BRIC) to grant, offer or enter into any of the foregoing.

(c) Upon the delivery of and payment for the Shares at the Closing as provided for in this Agreement, Buyer shall receive good and marketable title to the Shares, free and clear of any Liens (other than Liens that may be created or caused by Buyer) and Preemptive Rights. Seller has the full and unrestricted power and authority to sell, assign, transfer and deliver the Shares to Buyer upon the terms and subject to the conditions of this Agreement.

Section 4.5. Statutory Financial Statements; Reserves.

(a) Seller has delivered to Buyer true, correct and complete copies of the following statutory financial statements of BRIC, in each case together with the exhibits, schedules and notes thereto and any affirmations and certifications filed therewith (collectively, together with those other financial statements referred to in this Section 4.5(a), the "*Statutory Statements*"): the audited annual statutory financial statement for BRIC for the years ended

December 31, 2013, 2014 and 2015 and for the quarters ended March 31, 2016, June 30, 2016 and September 30, 2016, in each case as filed with the Wisconsin Office. Seller will deliver to Buyer true, correct and complete copies of statutory financial statements filed with the Wisconsin Office for all additional quarters ending prior to the Closing Date. The most recent quarterly statutory financial statement provided to Buyer prior to the Closing Date is referred to herein as the “*Interim Balance Sheet*.”

(b) The Statutory Statements each present (or, in the case of Statutory Statements to be filed with the Wisconsin Office in the future, will present) fairly, in all material respects, the statutory financial condition of BRIC at the respective dates thereof, and the statutory results of operations, capital and surplus and cash flows of BRIC for the respective periods then ended, in accordance with SAP on a consistent basis throughout the periods indicated and consistent with each other, except as otherwise specifically noted therein. Further, the exhibits and schedules included in the Statutory Statements are fairly stated in all material respects in relation to BRIC. Each Statutory Statement was filed with or submitted to the Wisconsin Office in a timely manner on forms prescribed by the Wisconsin Office, and complied (or, in the case of Statutory Statements to be filed with the Wisconsin Office in the future, will comply) in all material respects with Applicable Law when so filed and no deficiency has been asserted with respect to the Statutory Statements by any insurance department.

(c) All reserves and other provisions made for claims, benefits and any other Liabilities, whether reported or incurred but not reported, as established or reflected on the Statutory Statements were determined in all material respects in accordance with generally accepted actuarial standards consistently applied, were based on actuarial assumptions that were in accordance with those called for in relevant policy and contract provisions, are fairly stated in accordance with sound actuarial principles, determined in accordance with the provisions of BRIC’s insurance policies and contracts, and are in compliance with the requirements of SAP and Applicable Law.

(d) The estimated balance sheet of BRIC as of the Closing to be delivered to Buyer three (3) Business Days prior to the Closing Date (the “*Estimated Closing SAP Balance Sheet*”), when prepared and delivered to Buyer pursuant to Section 2.3, shall (i) be prepared in a manner consistent with the preparation of BRIC’s most recently filed Statutory Statement, and (ii) fairly present in all material respects the estimated statutory financial condition of BRIC as of the Closing Date; provided, that, in the case of (i) and (ii), and for purposes of preparing the Estimated Closing SAP Balance Sheet and computing the Surplus Amount, (A) the Acceptable Financial Assets of BRIC shall be valued at Market Value, and (B) the Estimated Closing SAP Balance Sheet shall reflect consummation of the transactions contemplated by Section 3.2.

Section 4.6. Regulatory Filings. Seller has made available to Buyer or provided Buyer with copies of (i) any reports of examination of BRIC issued by any insurance regulatory authority since January 1, 2012; and (ii) all other filings or submissions under insurance holding company statutes and regulations made by BRIC with any insurance regulatory authority since January 1, 2012. BRIC has filed all material reports, statements, documents, registrations (including registrations with applicable state insurance regulatory authorities as a member of an insurance holding company system), filings or submissions and any supplements or amendments thereto (collectively, the “*Regulatory Filings*”) required to be

filed by it with any Governmental Authority since January 1, 2012. The Regulatory Filings were in compliance with Applicable Law in all material respects when filed and neither Seller nor BRIC has received any written notice or other written communication from any Governmental Authority asserting any material deficiencies with respect to any Regulatory Filing. No fine or penalty has been imposed on BRIC by any Governmental Authority since January 1, 2012.

Section 4.7. Guaranty Fund Assessments. BRIC does not currently participate in, nor is it required under Applicable Law to participate in, any guaranty fund, risk sharing plan, pool, joint underwriting association or similar arrangement. No claim or assessment by any guaranty fund, risk sharing plan, pool, joint underwriting association or similar arrangement is pending or, to the Knowledge of Seller, threatened with respect to BRIC, and neither Seller nor BRIC has received any written notice or other written communication of any such outstanding claim or assessment which remains unsatisfied.

Section 4.8. Contracts; Reinsurance Contracts.

(a) Except for those contracts listed on Schedule 4.8(b) and Schedule 4.8(c), Schedule 4.8(a) sets forth a list of all Contracts, copies of which have been provided to Buyer, which BRIC is bound in any respect or which relate, directly or indirectly, to the Business, but excluding (i) all insurance policies or contracts issued by BRIC, (ii) any contract or agreement that has expired or lapsed pursuant to its terms and as to which all liabilities associated with any such contract or agreement have expired, (iii) any contract or agreement that involves less than \$50,000 of goods or services, and (iv) any contract or agreement that automatically removes and terminates BRIC as a party thereto immediately upon BRIC no longer being an Affiliate of Seller.

(b) Schedule 4.8(b) sets forth all Reinsurance Contracts and the effective date and termination date of each Reinsurance Contract. All Reinsurance Contracts of BRIC are reflected in the Statutory Statements and are valid, binding and enforceable against any other party thereto, in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws affecting creditors' rights generally, are in full force and effect and transfer such risk as would be required for such treaties and agreements to be properly accounted for as reinsurance. All benefits to BRIC and all amounts owing by BRIC in respect of the Reinsurance Contracts are accounted for on the Statutory Statements in accordance with SAP, and in compliance with all the requirements set forth in SSAP No. 62R – Property and Casualty Reinsurance – Revised. At and as of the Closing Effective Time, BRIC will be entitled to take full credit in its financial statements pursuant to Applicable Law for all reinsurance ceded pursuant to any Reinsurance Contract to which BRIC is then a party. BRIC has complied in all material respects with all of its obligations under such Reinsurance Contracts and has provided the reinsurers thereunder on a timely basis with all required loss notices. Except as contemplated by Section 4.8(d) hereof, no such Reinsurance Contract contains any provision providing that the other party thereto may terminate or amend such Reinsurance Contract by reason of the transactions contemplated by this Agreement. There are no separate written or oral agreements between BRIC (or its Affiliates) and any assuming reinsurer that would under any circumstances, reduce, limit, mitigate or otherwise affect any actual or potential loss to BRIC under any Reinsurance Contract, other than inuring Contracts that are explicitly defined in the Reinsurance Contracts. Neither Seller nor BRIC has received

any written notice of any material default under any Reinsurance Contract that has not been cured or remedied to the satisfaction of the parties thereto. Neither Seller nor BRIC has received any notice from any other party to a Reinsurance Contract (i) that the financial condition of such other party to any such Reinsurance Contract is impaired with the result that a default thereunder may reasonably be anticipated, or (ii) from any applicable reinsurer under any such Reinsurance Contract that any amount of reinsurance ceded by BRIC will be uncollectible or otherwise defaulted upon.

(c) Schedule 4.8(c) sets forth all intercompany Contracts or other arrangements between or among BRIC and Seller or any of Seller's Affiliates (the "*Intercompany Contracts*"), other than the Transaction Agreements to which each is a party, as applicable, to be signed at or prior to Closing.

(d) Each Intercompany Contract listed on Schedule 4.8(c), together with all Contracts listed on Schedule 4.8(a), will be unwound, amended or terminated to remove BRIC as a party as of or prior to the Closing Date in accordance with Section 6.11.

(e) BRIC has no oral Contracts or agreements. As used in this Agreement, the term "*Contract*" means and includes any contract, agreement, mortgage, indenture, debenture, note, loan, bond, lease, sublease, license, franchise, obligation, instrument, promise, understanding or other binding commitment, arrangement or undertaking to which a Person is a party or by which any property or assets owned or used by such Person may be bound or affected.

Section 4.9. *Intercompany Accounts.* Schedule 4.9 contains a complete list of all intercompany balances as of September 30, 2016, including loans and advances and commitments with respect thereto, in respect of BRIC on the one hand, and Seller or any of Seller's Affiliates on the other hand.

Section 4.10. *No Default.* BRIC has performed, or is now performing, its obligations under, and is not in default (and no condition or event exists which with the giving of notice or the passage of time, or both, would constitute a material violation or default or permit the termination, modification, cancellation or acceleration of performance of the obligations), nor has BRIC received notice of default or notice of termination, in respect of any Contract, except where such default would not have a Material Adverse Effect. To the Knowledge of Seller, no party who is a party to or bound by any Contract to which BRIC is a party is in default thereunder except as otherwise disclosed or reflected in the Statutory Statements, including Schedule F attached thereto. To the Knowledge of Seller, no party has actually repudiated any provision of any Contract to which BRIC is a party or provided notice (whether or not in writing) of repudiation or intent to terminate, default or decrease or limit the scope of products or services provided under such Contract. Each Contract to which BRIC is a party is a legal, binding and enforceable obligation of or against BRIC.

Section 4.11. *Real Property.* BRIC does not own or lease, and, during the period of Seller's ownership of BRIC, BRIC has not owned or leased, any real property. BRIC has complied in all material respects with all applicable Environmental Laws since under the ownership of Seller and, to the Knowledge of Seller, complied with all applicable Environmental

Laws prior to its ownership by Seller. Other than Liabilities arising from insurance policies issued by BRIC, BRIC has no known Liabilities or obligations arising from the release of any Materials of Environmental Concern into the environment. To the Knowledge of Seller, there have been no releases of any Materials of Environmental Concern into the environment at or from any parcel of real property or any facility formerly owned, operated or controlled by BRIC, or, to the Knowledge of Seller, any other owner, operator or lessee of such property or facility.

Section 4.12. Personal Property; Condition of Assets. BRIC has good and marketable title to all of its Assets and Properties, including, without limitation, all such properties (tangible and intangible) reflected in the Statutory Statements, free and clear of all mortgages, liens (statutory or otherwise), licenses, equities, options, conditional sales Contracts, assessments, levies, easements, covenants, reservations, restrictions, rights-of-way, exceptions, limitations, charges or encumbrances of any nature whatsoever (collectively, "*Liens*") except Liens for Taxes not yet due or which are being contested in good faith by appropriate proceedings (and which have been sufficiently accrued or reserved against in the Statutory Statements). None of BRIC's Assets and Properties is subject to any restrictions with respect to the transferability thereof, and BRIC's title thereto will not be affected in any way by the transactions contemplated hereby.

Section 4.13. Bank Accounts; Letters of Credit. Schedule 4.13 sets forth a list of (i) all safe deposit boxes, escrow accounts, active bank accounts and other time or demand deposits of BRIC, including any brokerage and custodial accounts for securities owned by BRIC, together with the names and addresses of the applicable financial institution or other depository, the account number, and the identities of all Persons authorized to draw thereon or who have access thereto, in each case, that will remain in effect at and as of the Closing Effective Time and (ii) all outstanding letters of credit or bonds issued by any Person for the account of BRIC (setting forth, in each case, the name of the Person issuing such letter of credit or bond, the terms (including expiration date) of such letter of credit or bond and the Person in whose favor such letter of credit or bond is issued), in each case, that will remain in effect at and as of the Closing Effective Time. As of the Closing Effective Time, there will be no cash or Cash Equivalents of BRIC in any safe deposit boxes, escrow accounts, active bank accounts and other time or demand deposits of BRIC, including any brokerage and custodial accounts for securities owned by BRIC, other than in those listed in Schedule 4.13.

Section 4.14. Guarantees. BRIC has no guarantees or other contingent obligations to any other Person.

Section 4.15. Insurance. Schedule 4.15 constitutes a full and complete list of all in-force policies of insurance to which BRIC is a beneficiary or named insured (the "*Insurance Policies*"). The Insurance Policies are in full force and effect with all premiums due thereon paid. Schedule 4.15 also sets forth a list of insurance policies to which other entities are a party or a beneficiary which relate to the Assets and Properties or operations of BRIC or the Business and the name of such other parties. No notice of cancellation or termination has been received with respect to any Insurance Policy. Except as specifically disclosed on Schedule 4.15, no claims have been asserted by BRIC under any of the Insurance Policies or relating to its Assets and Properties or operations since January 1, 2012.

Section 4.16. Employees, Labor Matters and Benefit Plans.

(a) BRIC does not currently employ and, since January 1, 2010, BRIC has not employed, any employees, and no individual who has provided services to BRIC since January 1, 2010, would under Applicable Law be characterized as an employee of BRIC. BRIC is not a party to any labor or collective bargaining agreement or other agreement with any labor organization applicable to any employees of BRIC. There are no pending or, to the Knowledge of Seller, threatened complaints, charges or claims against BRIC in connection with or relating to the employment or termination of employment of any Person. BRIC has no Liabilities, obligations, costs, or expenses of any kind or nature attributable in any manner to employees, including, without limitation, any amounts or liabilities owed by BRIC under any cost-sharing agreements.

(b) None of the following are in effect and since January 1, 2010, BRIC has not adopted, maintained, sponsored or participated in: any multi-employer plan or any pension, welfare, bonus, deferred compensation, incentive compensation, profit sharing, stock, sick leave, vacation pay, salary continuation, retirement, or other benefit plan or arrangement, or any group term life insurance, group health insurance or group dental plans, for or involving any of its officers, directors, employees, consultants or other representatives.

Section 4.17. Insurance Licenses; Insurance Business Matters.

(a) Schedule 4.17 hereto contains a true and correct list of those in-force qualifications, registrations, filings, licenses, permits, certificates, certificates of authority, consents, approvals or authorizations issued or granted by an insurance regulatory authority to BRIC to write property and casualty insurance, reinsurance and other insurance products, whether on an admitted or authorized basis or as an approved, qualified or eligible excess and surplus lines carrier or otherwise (the "***Insurance Licenses***"). (i) BRIC has not received any Deficiency or other notice of suspension or termination with respect to any Insurance License; (ii) Seller does not have any Knowledge of any threatened Deficiency action or suspension or termination therewith; and (iii) no investigation or proceeding is pending or, to the Knowledge of Seller, threatened, that would be reasonably likely to result in the imposition of a Deficiency or any revocation or suspension, or any adverse modification, limitation or restriction of any such Insurance License. All of the Insurance Licenses are duly issued, valid, in full force and effect and authorize BRIC to transact the business of insurance as set forth in such Insurance License, without limitation, restriction, condition, qualification or impairment of any kind other than those limitations, restrictions, conditions, qualifications or impairments that apply generally to property casualty insurers doing business in the applicable state on an admitted basis or on an excess and surplus basis, as applicable, or as may otherwise be set forth in any such Insurance License. Seller has made available to Buyer, prior to the date hereof, true, correct, and complete copies of the Insurance Licenses.

(b) BRIC is not a party to any managing general agency Contract or other similar Contract.

(c) To the Knowledge of Seller, all Persons through whom BRIC has placed or sold insurance or reinsurance were duly licensed (to the extent such licensing was required) to

sell or place insurance and reinsurance in the jurisdictions where, and at the time when, they did so on behalf of BRIC.

Section 4.18. Compliance with Law; Permits.

(a) Since January 1, 2012, BRIC has operated in compliance in all material respects with all Applicable Law, including, but not limited to, Applicable Laws regulating the business, transaction or and/or products of insurance or reinsurance. Neither BRIC nor Seller has received any written notice, or to the Knowledge of Seller, any oral notice from any Governmental Authorities alleging any violation of any Applicable Law.

(b) (i) BRIC has in full force and effect all federal, state, local and foreign governmental approvals, authorizations, consents, licenses and permits (excluding Insurance Licenses (which are governed by Section 4.17), collectively, "*Permits*") necessary for it to own, lease or operate its properties and assets and to carry on its business as now conducted; (ii) no event has occurred that (A) constitutes or results, directly or indirectly, in a material violation of, or a failure to materially comply with, any Applicable Law by BRIC, or (B) would reasonably be expected to result in the revocation, withdrawal, suspension, cancellation, or termination of, or any adverse modification to, any Permit; (iii) neither Seller nor BRIC has received any written notice or other written communication from any Governmental Authority regarding any actual, proposed, possible, or potential revocation, withdrawal, suspension, cancellation, termination of, or modification to any Permit which has not been resolved; and (iv) all applications required to have been filed for the renewal of each Permit have been duly filed on a timely basis with the appropriate Governmental Authorities, and all other material filings required to have been made with respect to each Permit have been duly made on a timely basis with the appropriate Governmental Authorities. To the Knowledge of Seller, BRIC is not in default with respect to any of the Permits. All of the Permits are in good standing and in full force and effect, and none of the Permits impose any material restriction on the ability of BRIC to write property and casualty insurance in any state where BRIC holds an Insurance License. Subject to obtaining all of the Approvals, the transactions provided for in this Agreement will not result in the revocation, withdrawal, suspension, cancellation or termination of any of the Permits. Immediately after the Closing, BRIC will hold all Permits necessary for it to own, lease or operate its properties and assets and to carry on its business as now conducted.

Section 4.19. Litigation.

(a) Except (i) in the ordinary course of business in connection with the policies of insurance written by BRIC, or (ii) (A) there are no Actions, pending or, to the Knowledge of Seller, threatened against Seller or BRIC in relation to or affecting BRIC or BRIC's Assets and Properties or the Business, at law, in equity or otherwise, in, before or by, or otherwise involving any Governmental Authority or other Person, (B) no Orders which remain in effect have been issued against or affecting BRIC or BRIC's Assets and Properties or the Business and (C) there are no lawsuits or claims by BRIC presently pending, or which BRIC intends to initiate, against any Person.

(b) Each of Seller (solely in relation to BRIC or BRIC's Assets and Properties or the Business, or the transactions contemplated by this Agreement) and BRIC is in compliance

with all of the terms and requirements of each Order to which it, or any of the Assets and Properties owned or used by it, is presently subject. Neither Seller (solely in relation to BRIC or BRIC's Assets and Properties or the Business, or the transactions contemplated by this Agreement) nor BRIC has received any written notice or other written communication from any Governmental Authority regarding any actual, alleged, possible or potential violation of, or failure to comply with, any term or requirement of any Order to which Seller (solely in relation to BRIC or BRIC's Assets and Properties or the Business, or the transactions contemplated by this Agreement) or BRIC or any of the Assets and Properties owned or used by it, is presently subject.

Section 4.20. No Conflict. The execution and delivery by each of Seller and BRIC of this Agreement and each other Transaction Agreement to which it is a party, as applicable, and the performance of their respective obligations hereunder or thereunder, (i) are not in violation or breach of, and will not conflict with or constitute a default under, any of the terms of the charter documents or bylaws of BRIC or Seller; (ii) are not in material violation or breach of, and will not conflict with or constitute a default under any note, debt instrument, security agreement, lease, deed of trust or mortgage, franchise, or any other Contract, agreement or commitment binding upon BRIC or Seller, or any of the Assets and Properties of BRIC; (iii) will not result in the creation or imposition of any Lien, equity or restriction in favor of any third party upon any of the Assets and Properties of BRIC; (iv) assuming the receipt of Seller Approvals, will not conflict with or violate any Applicable Law, rule, regulation or Order applicable to BRIC or Seller, or any of the Assets and Properties of BRIC, and (v) will not violate, conflict with or result in the breach of any of the terms of, result in any modification of, accelerate or permit the acceleration of the performance required by, otherwise give any other contracting party the right to terminate, or constitute (with notice or lapse of time, or both) a default under, any Contract to which BRIC is a party or by or to which BRIC or any of its Assets and Properties is subject.

Section 4.21. Consents. Schedule 4.21 contains a full and complete list of all consents and approvals of third parties, including all Governmental Authorities, required to be obtained by BRIC or Seller in connection with the execution and delivery of this Agreement and each other Transaction Agreement to which it is a party, as applicable, and the performance of their respective obligations hereunder and thereunder (the "**Seller Approvals**").

Section 4.22. Taxes.

(a) Definitions. For the purposes of this Agreement, the following definitions shall apply:

(i) "**Applicable Tax Law**" means any law of any nation, state, region, province, county, locality, municipality or other jurisdiction relating to Taxes, as defined below, including, without limitation, regulations and other official pronouncements of any Governmental Authority or political subdivision of such jurisdiction charged with administering such laws.

(ii) “*Code*” means the Internal Revenue Code of 1986, as amended. All citations to the Code, or to the Treasury Regulations promulgated thereunder, shall include any amendments or any substitute or successor provisions thereto.

(iii) “*Post-Effective Period*” means, with respect to BRIC, any Tax Period (as defined below) beginning after the Closing Date and the portion of any Straddle Period (determined in accordance with Section 7.5(a)(iii)) beginning after the Closing Date.

(iv) “*Pre-Effective Period*” means, with respect to BRIC, any Tax Period ending on or before the Closing Date and the portion of any Straddle Period (determined in accordance with Section 7.5(a)(iii)) ending on the Closing Date.

(v) “*Seller Group*” means that group of affiliated companies, including BRIC, of which Seller or any Affiliate of Seller is the common parent.

(vi) “*Straddle Period*” means, with respect to BRIC, any Tax Period that begins before and ends after the Closing Date.

(vii) “*Tax*” or “*Taxes*”: means any and all federal, state or local or non-U.S. taxes, including without limitation all net income, gross income, profits, gross receipts, excise, value added, real or personal property, sales, premium, ad valorem, withholding, social security, social insurance, retirement, employment, unemployment, minimum estimated, severance, stamp, property, occupation, environmental (including taxes under Code Section 59A), windfall profits, use, service, net worth, payroll, franchise, license, gains, transfer, recording and other taxes of any kind whatsoever, imposed by any Taxing Authority, together with any interest, additions or penalties with respect thereto whether disputed or not and including any obligations to indemnify or otherwise succeed to the Tax Liabilities of any other Person.

(viii) “*Tax Authority*” means, with respect to any Tax, the Governmental Authority or political subdivision or instrumentality thereof that imposes, regulates, administers, collects or regulates the collection of Taxes in any applicable jurisdiction.

(ix) “*Tax Period*” means, with respect to any Tax, the period for which the Tax is reported as provided under Applicable Tax Laws.

(x) “*Tax Returns*” mean any or all returns, information returns, declarations, reports, statements and other documents filed or required to be filed in connection with the determination, assessment, collection, imposition, payment, refund or credit of any federal, state, local or foreign Tax or the administration of the laws relating to any Tax, including any amendments, schedules, attachments or supplements to any of the foregoing.

(xi) “*Treasury Regulations*” means the final or temporary regulations that have been issued by the U.S. Department of Treasury pursuant to its authority under the Code. All citations to the Treasury Regulations shall include any amendments or any substitute or successor provisions thereto.

(b) Filing of Tax Returns.

(i) BRIC has timely filed or caused to be filed all Tax Returns required to be filed by it on or before the date hereof, taking into account any authorized extensions, with the appropriate Tax Authorities and will timely file all Tax Returns required to be filed after the date hereof that are due on or before the Closing Date.

(ii) All such Tax Returns are or will be true, complete, and correct in all respects and were or will be (in the case of future returns) prepared in substantial compliance with Applicable Tax Laws and regulations. All Taxes shown as due on such Tax Returns or otherwise relating to BRIC which are due prior to the date hereof have been timely paid and those that are due on or before the Closing Date will be timely paid. BRIC has disclosed on its federal income Tax Returns all positions taken therein that could give rise to a substantial understatement of federal income Tax within the meaning of Code Section 6662.

(iii) There is no audit, investigation, claim or other proceeding pending, or, to the Knowledge of BRIC or Seller, threatened in writing by any Tax Authority against BRIC, including, without limitation, any claim by a Tax Authority in a jurisdiction where BRIC does not file Tax Returns with respect to assertions by such Tax Authority that BRIC may be subject to Tax in such jurisdiction. There are no outstanding agreements or waivers extending the statutory period of limitations for assessment applicable to any Tax Returns or Taxes of BRIC. No deficiencies for any Taxes have been proposed, asserted or assessed in writing against BRIC which have not been fully paid. No director or officer (or employee responsible for Tax Matters) of Seller expects any Tax Authority to assess any additional Taxes for any period for which Tax Returns have been or will be filed.

(c) Withholding Taxes. All Taxes that BRIC is required by Applicable Tax Law to withhold or collect in connection with amounts paid or owing to any independent contractor, creditor, shareholder or other third party have been duly withheld or collected and have been paid within the time and in the manner prescribed by Applicable Tax Law to the appropriate Tax Authority, and BRIC has complied with all reporting and recordkeeping requirements under Applicable Tax Law related thereto.

(d) Partnership and Membership Interests. BRIC does not own, directly or indirectly, (A) any interest in any entity classified as a partnership for United States federal income Tax purposes or (B) does not own any interest in an entity that either is treated or required to be treated as an entity disregarded as separate from its owner for federal income Tax purposes or is an entity as to which an election pursuant to Regulations Section 301.7701-3 has been made.

(e) Tax Liens. There are no Liens for Taxes upon the Assets and Properties of BRIC.

(f) Tax Sharing or Allocation Agreements. Except for any such agreement or arrangement related to the Seller Group or otherwise as set forth on Schedule 4.22(f), BRIC is not a party to or bound by any Tax indemnity, Tax sharing or Tax allocation agreement or

arrangement relating to Taxes. No power of attorney with respect to Taxes for BRIC is currently in effect.

(g) Closing Agreements/IRS Rulings. BRIC is not subject to (i) any “closing agreement” as defined in Section 7121 of the Code or any similar or predecessor provision thereof under the Code or other Applicable Tax Law that governs, controls or otherwise relates to any open Tax Period; or (ii) any issued, requested, or otherwise outstanding private letter rulings, technical advice memoranda or similar agreement or rulings that relates to Taxes of BRIC.

(h) Tax Reserves. The unpaid Taxes of BRIC for all taxable periods (or portions thereof) ending (A) on or before the date of the Interim Balance Sheet, did not, as of such date, exceed the reserve for Tax liability (rather than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the Interim Balance Sheet (rather than in any notes thereof) and (B) on or before the Closing Date will not, as of the Closing Date, exceed that reserve as adjusted to reflect the ordinary operations of BRIC after the date of the Interim Balance Sheet and through the Closing Date in accordance with the past customs and practice of BRIC in filing its Tax Returns.

(i) Certain Compensatory Arrangements. BRIC has not entered into any agreement, contract, arrangement or plan that has resulted or would result, separately or in the aggregate, in a payment of (A) any “excess parachute payments” within the meaning of Section 280G of the Code (without regard to the exceptions set forth in Sections 280G(b)(4) and 280G(b)(5) of the Code) or an excise Tax to the recipient of such payment pursuant to Section 4999 of the Code, or (B) any amount that will not be fully deductible as a result of Section 162(m) of the Code (or any corresponding provision of state, local or non-U.S. tax law).

(j) Seller Group. The Seller Group has properly elected to and does file consolidated federal income Tax Returns.

(k) Listed Transactions. BRIC has not participated or been a “material advisor” or “promoter” (as those terms are or have been defined in Sections 6111 and 6112 of the Code) in: (i) any “reportable transaction”, as defined in Code Section 6707A(c)(1) and Treasury Regulation Section 1.6011-4(b), any “listed transaction” within the meaning of Sections 6011, 6662A, and 6707A of the Code (or any corresponding or similar provision of Applicable Tax Law), (ii) any “confidential corporate tax shelter” within the meaning of Section 6111 of the Code (or any corresponding or similar provision of Applicable Tax Law), or (iii) any “potentially abusive tax shelter” within the meaning of Section 6112 of the Code (or any corresponding or similar provision of Applicable Tax Law).

(l) BRIC has not been a United States real property holding corporation within the meaning of Code Section 897(c)(2) during the applicable period specified in Code Section 897(c)(1)(A)(ii).

(m) BRIC will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any:

(i) change in method of accounting for a taxable period ending on or prior to the Closing Date;

(ii) use of an improper method of accounting for a taxable period ending on or prior to the Closing Date;

(iii) “closing agreement” as described in Code Section 7121 (or any corresponding or similar provision of state, local or non-U.S. income Tax law) executed on or prior to the Closing Date;

(iv) installment sale or open transaction disposition made on or prior to the Closing Date;

(v) prepaid amount received on or prior to the Closing Date; or

(vi) election under Code Section 108(i).

(n) BRIC has not been a “distributing corporation” or a “controlled corporation” in connection with a distribution described in Section 355 of the Code.

(o) BRIC has not participated in an international boycott within the meaning of Section 999 of the Code.

(p) BRIC does not have in effect any tax elections for federal income tax purposes under Sections 108, 168, 338 (except as contemplated by Section 7.3), 441, 471, 1017, 1033, 1502 (except as described in Section 4.22(f)) and 4977 of the Code.

(q) BRIC is not a party (other than as investor) to any industrial development bond.

(r) During the previous two years BRIC has not engaged in any exchange under which the gain realized on such exchange was not recognized due to Section 1031 of the Code.

(s) BRIC does not have any Indebtedness that: (A) was “corporate acquisition indebtedness” as defined in Section 279 of the Code; (B) bore interest any portion of which was “disqualified interest” as defined in Section 163(j)(3) of the Code; or (C) was an “applicable high yield discount obligation” as defined in Section 168(i)(1) of the Code.

(t) BRIC has not taken any action not in accordance with past practice for the purpose of deferring a measure of Tax from a period (or portion thereof) ending on or before the Closing Date to a period (or portion thereof) beginning after the Closing Date.

(u) BRIC does not have a “permanent establishment” in any foreign country, as defined in any applicable Tax treaty or convention between the United States of America and such foreign country, and has not otherwise taken steps or conducted business operations that have materially exposed, or will materially expose, it to the taxing jurisdiction of a foreign country.

(v) BRIC is materially in compliance with the terms and conditions of any applicable Tax exemptions, Tax agreements or Tax orders of any Governmental Authority to which it may be subject or which it may have claimed, and the transactions contemplated by this Agreement will not have any Material Adverse Effect on such compliance.

Section 4.23. Intellectual Property. Except as set forth in Schedule 4.23, BRIC owns all rights in the name “Blue Ridge Indemnity Company”, free and clear of all Liens. Except as otherwise provided in this Section 4.23, BRIC owns no other intellectual property. Except for (i) “shrink-wrapped” and similar software licenses and applications that are generally available to the public and (ii) software licenses and applications available to BRIC for so long as it remains an Affiliate of Seller, BRIC does not license any registered intellectual property from a third-Person.

Section 4.24. Investment Assets. BRIC has good and marketable title to all of the Investment Assets, free and clear of all Liens.

Section 4.25. No Undisclosed Liabilities. BRIC does not have any Liabilities except for (i) Liabilities set forth on the face of the Estimated Closing SAP Balance Sheet, and (ii) Liabilities that (1) were incurred after the date of the Estimated Closing SAP Balance Sheet in the ordinary course of business and which would not, individually or in the aggregate, result in a Material Adverse Effect and (2) are not otherwise prohibited by this Agreement. BRIC has not guaranteed and is not otherwise primarily or secondarily liable in respect to any obligation or liability of any other Person, except as disclosed on the Statutory Statement for the year ended December 31, 2015 or the notes thereto.

Section 4.26. Conduct in the Ordinary Course; Absence of Certain Changes or Events.

(a) Between January 1, 2016 and the date of this Agreement, there has been no Material Adverse Effect and, with respect to BRIC, a no change in the Business, Assets and Properties, operations or financial condition of BRIC that has had, or could reasonably be expected to have, a Material Adverse Effect.

(b) Except for the transactions contemplated hereby, since December 31, 2015 BRIC has conducted the Business in all material respects only in the ordinary course, consistent with past practice (except for the development of a plan to transfer the in-force policies to an Affiliate of Seller), and there has not been any material adverse change in the Business, assets, Liabilities, condition (financial or otherwise), operations or results of operations of BRIC. Without limiting the generality of the foregoing, since that date:

(i) no Insurance License held by BRIC has lapsed or been suspended, surrendered, revoked or restricted;

(ii) neither Seller nor BRIC has imposed or granted any security interest upon any of the Assets and Properties of BRIC;

(iii) BRIC has not made any capital investment (or series of related capital investments) in any other Person;

(iv) BRIC has not cancelled, compromised, waived or released any right or claim (or series of related rights and claims) that BRIC may possess, except in the ordinary course of business;

(v) there has been no change made or authorized in the charter or bylaws of BRIC;

(vi) BRIC has not had any change in its accounting practices, policies, procedures and methods, except as required by changes in Applicable Law or SAP;

(vii) BRIC has not entered into any assumption or guarantee of any indebtedness, obligation or Liability of any other Person; and

(viii) BRIC has not committed to any of the foregoing.

Section 4.27. Directors and Officers. Schedule 4.27 contains a true, accurate and complete list of the names and titles of all current directors and officers of BRIC. The Books and Records, all of which have been made available to Buyer for its review, are complete and accurate in all material respects.

Section 4.28. Insurance Policies Issued by BRIC, Insurance Reserves and Pending Litigation.

(a) Schedule 4.28(a) contains a true, accurate and complete list of all in-force insurance policies issued by BRIC as of November 20, 2016. The list contains the effective date and expiration date of each insurance policy and the jurisdiction where each risk is located. Excluding (i) the in-force insurance policies on set forth on Schedule 4.28(a), (ii) any other insurance policies reinsured under the LPT and Quota Share Reinsurance Agreement and (iii) any annuities entered into in the ordinary course of business in connection with settlements of insurance policy claims, BRIC will have no insurance or annuity policies, contracts or other insurance business in-force, however described or denominated, as of the Closing Date.

(b) Schedule 4.28(b) contains a true, accurate and complete list of BRIC's reserves as of December 14, 2016. The list contains the policy number relating to each reserve, the date of loss, line of business, jurisdiction where the risk is located, amount of loss reserve, amount of loss adjustment expense reserve and the cause of the loss.

(c) There are no pending Actions under insurance policies issued by BRIC.

Section 4.29. Brokers or Finders. Neither BRIC nor Seller has incurred, nor will either of them incur, directly or indirectly, any Liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement or the transactions contemplated hereby.

Section 4.30. No Other Representations and Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE IV, SELLER EXCLUDES AND DISCLAIMS ANY AND ALL IMPLIED REPRESENTATIONS AND WARRANTIES.

Section 4.31. Disclosure. This Agreement, the Exhibits hereto and the Seller Disclosure Schedules, taken as a whole, do not contain any untrue statement of any material fact, or omit to state any material fact required to be stated in order to make such statement not misleading.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

Except as otherwise set forth in the disclosure schedules of Buyer attached to this Agreement (individually, a “*Schedule*” and, collectively, the “*Buyer Disclosure Schedules*”; it being understood that any information set forth in any Schedule of the Buyer Disclosure Schedules will be deemed to apply to and qualify each Section or subsection of this Agreement to which it corresponds and each other Section or subsection of this Agreement to the extent it is reasonably apparent from a reading of such information that it is relevant to such other Section or subsection of this Agreement), Buyer represent and warrants to Seller, as of the date of this Agreement and as of the Closing Date, as follows:

Section 5.1. Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

Section 5.2. Authority. Buyer has full power and authority, corporate or otherwise, to execute and deliver this Agreement and each other Transaction Agreements to which it is a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. This Agreement constitutes, and each other Transaction Agreement to which Buyer is a party, when executed and delivered, will constitute, the valid and binding obligation of Buyer, as applicable, enforceable against Buyer in accordance with its terms, subject to (i) bankruptcy, insolvency, rehabilitation, receivership, moratorium or other similar laws affecting the enforcement of creditors’ rights generally and (ii) general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). The execution and delivery of this Agreement and any applicable other Transaction Agreement by Buyer, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by the board of directors of Buyer and, except as set forth on Schedule 5.5, such execution and delivery do not require the approval of any other Person or Governmental Authority.

Section 5.3. No Conflict. The execution and delivery of this Agreement and the other Transaction Agreements to which it is a party by Buyer, and the performance of its obligations hereunder or thereunder, (i) are not in violation or breach of, and will not conflict with or constitute a default under, any of the terms of the certificate of incorporation or bylaws of Buyer, (ii) are not in material violation or breach of, and will not conflict with or constitute a default under any note, debt instrument, security agreement, lease, deed of trust or mortgage, franchise, or any other contract, agreement or commitment binding upon Buyer or any of its Assets and Properties; (iii) will not result in the creation or imposition of any Lien, equity or restriction in favor of any third party upon any of the Assets and Properties of Buyer; and (iv) assuming receipt of Buyer Approvals, will not conflict with or violate any Applicable Law, regulation, judgment, order or decree of any Governmental Authority having jurisdiction over Buyer or its Assets and Properties.

Section 5.4. Investment Representation. Buyer is acquiring the Shares for its own account for investment purposes only and not for purposes of, or with a view to, offer or sale in connection with, any distribution. Buyer understands and acknowledges that none of the Shares have been registered or qualified under the Securities Act or under any securities laws of any state of the United States, in reliance upon specific exemptions thereunder for transactions not involving any public offering. Buyer agrees not to sell, transfer or otherwise dispose of any of the Shares except in accordance with the requirements of the Securities Act and any applicable state securities laws. Buyer has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Shares and is capable of bearing the economic risks of such investment.

Section 5.5. Consents. Schedule 5.5 contains a full and complete list of all consents and approvals of third parties, including all Governmental Authorities, required to be obtained by Buyer in connection with the execution and delivery of this Agreement and any applicable other Transaction Agreement to which it is a party by Buyer and the performance of its obligations hereunder and thereunder (the "**Buyer Approvals**").

Section 5.6. Brokers or Finders. Except for the fees of Propel Advisory Group, Inc., which shall be paid by Buyer, Buyer has not incurred, nor will Buyer incur, directly or indirectly, any Liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement or the transactions contemplated hereby.

Section 5.7. Financing. Buyer has, as of the date hereof, and at the Closing will have, sufficient cash, available lines of credit or other sources of immediately available funds to enable it to make payment when due of the Purchase Price and any other amounts to be paid by it hereunder pursuant to Article II.

Section 5.8. No Other Representations and Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE V, BUYER EXCLUDES AND DISCLAIMS ANY AND ALL IMPLIED REPRESENTATIONS AND WARRANTIES.

ARTICLE VI COVENANTS

Section 6.1. Conduct of Business. Except for matters required or contemplated by this Agreement and the other Transaction Agreements, and such other matters, if any, as may be consented to by Buyer in writing, from the date of this Agreement until the Closing Date, Seller shall cause BRIC to (i) conduct business in a manner consistent with past practice (except for the development of a plan to transfer the in-force policies to an Affiliate of Seller), and (ii) maintain its Books and Records in the ordinary and usual manner consistent with past practice and in accordance with SAP.

Section 6.2. Preservation of Insurance Licenses and Permits. Except for matters required by this Agreement, and such other matters, if any, as may be consented to by Buyer in writing, from the date of this Agreement until the Closing Date, Seller shall, and shall cause BRIC to, use commercially reasonable efforts to preserve and maintain BRIC's Insurance Licenses and Permits. In addition, prior to Closing, to the extent requested by Buyer and at

Buyer's sole cost, Seller shall cause BRIC to use commercially reasonable efforts to assist Buyer in expanding the Insurance Licenses in the states where BRIC holds Insurance Licenses to permit BRIC to write lines of insurance currently written by Buyer.

Section 6.3. Negative Covenants. Except as contemplated by this Agreement (including the Pre-Closing Dividend described in Section 3.2), from the date of this Agreement through the Closing Date, Seller shall cause BRIC not to, unless consented to in writing by Buyer: (i) incur or satisfy any indebtedness for borrowed money or contract for the extension or ability to borrow debt for borrowed money (even if not yet incurred), except in the ordinary and usual course of its business and consistent with past practice; (ii) declare, pay or effect, and not authorize, declare, pay or authorize, any dividend, payment or other distribution on or with respect to any of its capital stock; (iii) mortgage, pledge or otherwise encumber or subject to Lien any of its Assets and Properties, except for Liens for current Taxes which are not yet due and payable, or sell, lease, license or otherwise dispose of any material Assets and Properties, other than Investment Assets in the ordinary course of business; (iv) purchase or otherwise acquire any debt or equity securities of BRIC or any other Person (other than portfolio investments); (v) amend or modify its charter documents or bylaws; (vi) make any change in accounting methods or principles used for financial or regulatory reporting purposes, except for changes which are required by SAP, or materially change its practices with respect to loss reserves; (vii) issue or renew any treaty, policy, binder, slip or other contract of insurance or assumed reinsurance except to the extent required by Applicable Law; (viii) split, combine or reclassify any of BRIC's capital stock, or issue any shares of BRIC's capital stock or other equity securities or enter into any contract or grant any option, warrant or right calling for the issuance of any such shares or other equity securities, or create or issue any securities directly or indirectly convertible or exchangeable for any such shares or other equity security; (ix) enter into any lease agreement or acquire any real property; (x) except as otherwise provided herein, enter into, amend or modify in any material respect or terminate any Contract; (xi) (A) acquire any Person or any division thereof or material portion of the assets thereof; (B) enter into any agreement providing for the merger or consolidation of BRIC with any other Person; (B) liquidate, dissolve, or wind up, or otherwise dispose of all or substantially all of BRIC's assets (including by way of bulk reinsurance, whether on an indemnity or assumption basis); (C) consider or adopt a plan of liquidation, dissolution, rehabilitation, restructuring, recapitalization, re-domestication or other reorganization; or (D) organize any new company, subsidiary or joint venture, partnership or similar arrangement; (xii) make any material change in the business, condition, operations, properties, assets or liabilities of BRIC; (xiii) pay, discharge, settle or satisfy any material claims, Liens, liabilities or obligations (absolute, accrued, asserted or unasserted, contingent or otherwise) or waive any right, in each case, other than (A) policy claims in the ordinary course of business and (B) claims, Liens, liabilities or obligations related to Taxes; (xiv) invest in any securities rated below "investment grade" by Standard & Poor's, a division of The McGraw-Hill Companies, Inc., or Moody's Investors Service, Inc.; (xv) issue any insurance policies other than renewals of existing in-force insurance policies listed on Schedule 4.28(a) required by Applicable Law or under contractual commitments of BRIC entered into prior to the date hereof or as otherwise required by Applicable Law (including as a result of assignments from Involuntary Mechanisms); or (xvi) enter into any Contract to take any of the actions specified in this Section 6.3.

Section 6.4. Updating of Schedule 4.28. From time to time between the date hereof and the Closing Date, Seller shall update Schedules 4.28(a), 4.28(b) and 4.28(c). This covenant and any notices of updates to Schedules 4.28(a), 4.28(b) and 4.28(c) made by Seller hereunder shall not affect any of Buyer's rights to indemnification or be deemed in any way to constitute a waiver by Buyer of Buyer's conditions to Closing set forth in Article VIII hereof.

Section 6.5. Access to Information. From the date hereof until the Closing Date, Seller will, and Seller will cause BRIC to, make available and accessible to Buyer's employees, attorneys, accountants and other authorized Representatives at reasonable times, upon reasonable notice and under reasonable circumstances, all of the Books and Records of BRIC and any other documents of BRIC reasonably requested by Buyer in order to afford Buyer such full opportunity of review, examination and investigation as Buyer shall desire with respect to the affairs of BRIC. In addition, Seller and BRIC shall furnish to Buyer any other information relating to this Agreement or the other Transaction Agreements which is necessary for disclosure in the Form A filing or other related filing submitted with the Wisconsin Office or any other state insurance regulatory authority. In addition, Seller shall furnish to Buyer any information or copies of any document in its possession or control which may be reasonably requested by Buyer related to any audit, examination or proceeding involving BRIC arising subsequent to the Closing Date or relating to the assessment or collection of any Tax, interest, penalty, assessment or deficiency relating, directly or indirectly, to the Shares or the Assets and Properties of BRIC or with respect to the Business. For six months after the Closing, each Party will provide the other Party, its Affiliates and their respective officers, employees and representatives and advisors with any information regarding BRIC which such Persons may reasonably request (a) in connection with the preparation of financial statements (including BRIC's Statutory Statements) required to be prepared under Applicable Law or stock exchange rules or for other bona fide reporting purposes; (b) in connection with the preparation of filings and submissions to Governmental Authorities; or (c) to otherwise comply with regulatory requirements and requests under Applicable Law.

Section 6.6. Fulfillment of Conditions and Covenants. No Party will take any course of action inconsistent with satisfaction of the requirements or conditions applicable to it set forth in this Agreement. Each Party shall promptly do all such acts and take all such measures as may be appropriate to enable it to perform as early as possible the obligations herein provided to be performed by it. Without limiting the foregoing, as soon as practicable following the date hereof, and in any event no later than ten (10) Business Days following the date hereof, Buyer shall file the Form A, and all related materials, with the Wisconsin Office pursuant to the requirements of Applicable Law. Notwithstanding anything to the contrary contained in this Agreement, in no event shall Buyer be obligated to take or refrain from taking or to agree to Buyer, its Affiliates or BRIC taking or refraining from taking any action, or to permit or suffer to exist any condition, limitation, restriction or requirement that, individually or in the aggregate, would result in a Burdensome Condition.

Section 6.7. Public Announcements. Neither Seller nor Buyer nor any Affiliate of Seller or Buyer shall issue or cause the publication of any press release or public announcement or otherwise communicate with any news media in respect of any of the Transaction Agreements or the transactions contemplated hereby and thereby without the prior written consent of the other Party (which consent shall not be unreasonably withheld,

conditioned or delayed), except as may be required by Applicable Law or applicable securities exchange rules, in which the case the Party (or such Party's Affiliate) required to publish such press release or public announcement shall allow the other Party a reasonable opportunity to comment on such press release or public announcement in advance of such publication.

Section 6.8. Consents. From the date of this Agreement through the Closing Date, each Party shall use commercially reasonable efforts to obtain and to cooperate with each other Party in the effort to obtain, as soon as reasonably practicable, all Approvals necessary to consummate this Agreement and the transactions contemplated hereby, including, but not limited to, the approval by the Wisconsin Office of the Form A. Each Party shall pay its own expenses in connection with obtaining such Approvals. Each Party shall provide to the other Party copies of all non-confidential portions of applications filed or submitted with Governmental Authorities in connection with this Agreement and shall keep the other Party apprised of the status of matters relating to the completion and approval of the transactions contemplated by this Agreement.

Section 6.9. Certain Notifications. From the date of this Agreement through the Closing Date, each Party shall promptly notify the other in writing of the occurrence of any event known to such Party which will or could reasonably be expected to cause any of its representations or warranties contained in this Agreement to be untrue or inaccurate in any material respect at any time after the date of this Agreement, up to and including the Closing, or to result in the failure to satisfy any of the conditions to the obligations of such other Party specified in this Agreement; provided, however, that if the Closing occurs, no material disclosure pursuant to this Section 6.9 shall be deemed to cure any inaccuracy or breach of any representation or warranty contained in this Agreement or to affect a Party's rights to indemnification contained in this Agreement with respect to such inaccuracy or breach of a representation or warranty.

Section 6.10. Intellectual Property Matters. After the Closing, BRIC shall continue to hold all rights that it currently holds to use, and Seller and its Affiliates shall have no right to use, the name "Blue Ridge Indemnity Company". Buyer acknowledges and agrees that it is not purchasing or acquiring, and neither Buyer nor (after the Closing) BRIC shall have any right to use the name "QBE" or any trade names, trademarks, Internet domain names, identifying logos or service marks employing the name "QBE," or any variation of the foregoing or any confusingly similar trade name, trademark, Internet domain name, service mark or logo. Buyer further acknowledges and agrees that, except as required in connection with performance of BRIC's obligations under the Related Agreements or consented to in writing by Seller, after the Closing, Buyer, BRIC and their respective Affiliates may not in any way identify, or suggest, any affiliation between either Buyer or BRIC or any of their respective Affiliates on the one hand, and Seller or any of its Affiliates on the other hand.

Section 6.11. Contracts and Intercompany Accounts. Except as otherwise provided in Article VII, on or prior to the Closing Date, Seller shall cause (in each case without penalty or premium): (i) all intercompany balances, including loans and advances and commitments with respect thereto, in respect of BRIC on the one hand, and Seller or any of Seller's Affiliates on the other hand, to be satisfied and all commitments with respect thereto to be terminated; (ii) all Intercompany Contracts or other arrangements listed on Schedule 4.8(c), and all Contracts listed on Schedule 4.8(a), to be unwound, amended or terminated to remove

BRIC as a party to such Contracts; and (iii) all of the Reinsurance Contracts to be terminated with respect to insurance policies issued after the Closing Date by BRIC that would otherwise be subject to the Reinsurance Contracts.

Section 6.12. Authority, Bank Accounts. Resignations, appropriately executed signature cards and all other documentation needed in preparation for closing bank accounts, safe deposit boxes and other investment accounts of BRIC listed on Schedule 4.13 and deposits maintained by BRIC with any Government Authority, or transferring signature authority therefor, will be provided to Buyer by Seller upon Closing. Seller will cooperate and assist Buyer in obtaining, subsequent to Closing, any statutory or regulatory approvals required to enable BRIC to make the appropriate closings or transfers, including transfers of signature authorization, and in providing all notices thereof as may be required by the appropriate Governmental Authorities. From and after the Closing, no agent or officer of Seller shall take any action with respect to any such accounts or deposits other than as may be expressly authorized in writing by Buyer.

Section 6.13. Delivery of Records.

(a) On the Closing Date, Seller shall deliver or cause to be delivered to Buyer all Books and Records in the possession of Seller to the extent not then in the possession of BRIC, provided that Seller shall be permitted to retain copies of same.

(b) Seller shall deliver or cause to be delivered to Buyer or BRIC originals or copies of any regulatory compliance files, correspondence and filings with state insurance regulatory authorities, or other books and records pertaining to BRIC or the Business as may be reasonably requested in writing by Buyer or BRIC after the Closing Date, provided that Seller may redact any confidential information from any such documents or materials that does not pertain to BRIC.

(c) Seller shall deliver or cause to be delivered to Buyer or BRIC copies of any Tax Returns pertaining to BRIC as may be reasonably requested in writing by Buyer or BRIC after the Closing Date; provided, however, that Seller may redact any confidential information from the Books and Records that does not pertain to BRIC.

Section 6.14. Insurance Coverages. Seller shall cause all Insurance Policies under which BRIC is insured relating to the assets, Business, operations, employees, officers or directors of BRIC to be terminated, as to BRIC, as of the Closing Date, without cost to BRIC and without any continuing obligation on the part of BRIC to pay premiums or other amounts under such policies; provided that Seller shall be permitted to keep in force and effect, and receive and retain the exclusive benefit of, any insurance policies and recoveries thereunder providing coverage to or for the benefit of BRIC for pre-Closing periods and losses arising from any occurrences, acts, errors or omissions actually or allegedly taking place prior to the Closing. Nothing in this Section 6.14 shall be deemed to affect any of Buyer's rights to indemnification under Article XI.

Section 6.15. Pre-Closing Dividend. Prior to the Closing, Seller shall cause BRIC to make the Pre-Closing Dividend contemplated by Section 3.2.

Section 6.16. Related Agreements. At the Closing, Seller and BRIC shall enter into each of the Related Agreements to which it is a party.

Section 6.17. Transfer of the In-Force Policies. Promptly following the date hereof, Buyer, Seller and BRIC shall develop a plan to transfer all of the in-force policies to an Affiliate of Seller following the Closing Effective Time. Seller and BRIC shall submit such plan to the New York State Department of Financial Services for approval. Seller shall use its reasonable best efforts to obtain approval of such plan by the New York State Department of Financial Services as soon as reasonably practicable and shall pay all expenses in connection with obtaining such approval and effecting such transfer.

Section 6.18. Subsequent Statutory Statements. Through the Closing, Seller shall cause BRIC to commence preparation of and, consistent with past practice and on a timely basis, if required prior to the Closing Date, file with or submit to the Wisconsin Office, the quarterly statutory statement for BRIC, for the quarter ending December 31, 2016 and each subsequent quarter and year ending prior to the Closing Date.

Section 6.19. Acquisition Proposal. Seller agrees that from the date hereof until the earlier of the Closing or the termination of this Agreement in accordance with its terms, neither Seller nor any Affiliate of Seller shall itself, nor shall Seller or any Affiliate of Seller cause or authorize any equity holder, partner, manager, officer, director or employee of, or any investment banker, attorney, accountant or other representative or advisor of Seller or any Affiliate to, directly or indirectly, (a) solicit, initiate or encourage the submission of any Acquisition Proposal; or (b) participate in any negotiations or any material discussions regarding, or furnish to any Person any information with respect to, or agree to or endorse, or take any other action to facilitate any Acquisition Proposal or any inquiries or the making of any proposal that constitutes, or may reasonably be expected to lead to, an Acquisition Proposal.

Section 6.20. Investment Assets. Seller shall cause BRIC to sell those Investment Assets that are not Acceptable Financial Assets and hold the proceeds therefrom in cash or reinvest such proceeds in Acceptable Financial Assets.

Section 6.21. Affiliates. Buyer and Seller agree that in each instance where their respective Affiliates are obligated to act or refrain from acting under this Agreement during the period prior to the Closing, Buyer and Seller shall cause their respective Affiliates to so act or refrain from acting.

Section 6.22. Further Assurances. On and after the Closing Date, each of the Parties shall execute, and shall cause its respective Affiliates to execute, such reasonable documents, instruments and conveyances and take, and cause its respective Affiliates to take, such further reasonable actions as may be reasonably required to consummate the transactions contemplated by this Agreement, including vesting in Buyer good and valid title to the Shares free and clear of any Liens other than Liens that may be created or caused by Buyer.

ARTICLE VII TAX MATTERS

Section 7.1. Tax Indemnity. Seller will and hereby does indemnify and hold Buyer, BRIC, any Affiliate of Buyer and their respective employees, officers, directors, successors and assigns harmless from and against any Losses resulting from or arising out of: (i) Taxes imposed on BRIC for any Pre-Effective Period; (ii) Taxes of any Person other than BRIC for which BRIC is liable by reason of (A) a Tax sharing or other similar agreement entered into prior to the Closing Date, (B) Treasury Regulations Section 1.1502-6 or by any other corresponding or similar state, local or non-U.S. law or provision, by virtue of having been a member of any affiliated, consolidated, combined, or unitary group, including the Seller Group, prior to the Closing Date or (C) as a transferee, successor, or payable through a contractual obligation or pursuant to Applicable Law or otherwise as a result of an event or transaction occurring before the Closing Date; (iii) Taxes imposed on Buyer or BRIC as a result of any breach of warranty or misrepresentation under Section 4.22; and (iv) any Section 338(h)(10) Election Taxes (defined below); except, in the case of any item otherwise described in such clauses (i) through (iv) above, to the extent any such Tax is reflected as a liability or otherwise as a reduction in the calculation of the Final Surplus Amount pursuant to Section 2.5. Buyer shall be responsible for Taxes imposed on BRIC allocable to any Post-Effective Period that are not otherwise allocated to Seller pursuant to the terms of this Agreement.

Section 7.2. Termination of Existing Tax Sharing Agreements. Any and all existing Tax sharing agreements (whether written or not) binding upon the company shall be terminated as of the Closing Date. After such date neither BRIC, Seller nor any of Seller's Affiliates and their respective Representatives shall have any further rights or liabilities thereunder.

Section 7.3. Section 338(h)(10) Election.

(a) BRIC and Buyer will join with Seller in making a timely election under Section 338(h)(10) of the Code (and any corresponding election under state, local or non-U.S. Applicable Tax Law) with respect to the purchase and sale of the Shares under this Agreement (collectively, the "**Section 338(h)(10) Election**"). Any income, gain, loss, deduction, or other Tax item resulting from the deemed sale of BRIC's assets under the Section 338(h)(10) Election shall be included in the Seller Group's consolidated federal income Tax Return for the consolidated year that includes the Closing Date to the extent required by Applicable Tax Law, and Seller shall pay or cause to be paid all Taxes imposed on BRIC (or its shareholders) as a result of the Section 338(h)(10) Election (the "**Section 338(h)(10) Election Taxes**").

(b) Seller and Buyer agree that the aggregate deemed sales price ("**ADSP**") (within the meaning of Treasury Regulations §1.338-4) and the amount of the adjusted grossed-up basis ("**AGUB**") (within the meaning of Treasury Regulations §1.338-5) for Buyer's purchase of BRIC shall be allocated among the assets of BRIC in a manner consistent with Code Sections 338 and 1060 and the regulations thereunder, and the allocation of the purchase price set forth on Exhibit C (the "**Asset Allocation**"). Seller shall, not later than forty-five (45) days before the proposed date for filing the Section 338(h)(10) Election, provide to Buyer for its review and comment a calculation of the Asset Allocation to be used in preparing the Section 338(h)(10)

Election. Within ten (10) days after the delivery of such Asset Allocation, Buyer will propose to Seller in writing any reasonable changes to the Asset Allocation (and in the event no such changes are so proposed to Seller within such time period, Buyer will be deemed to have accepted and agreed to the Asset Allocation in the form provided). Seller and Buyer will attempt in good faith to resolve any timely-raised issues arising as a result of Buyer's review of such Asset Allocation within ten (10) days after Seller's receipt of a timely written notice of objection from Buyer, in order to permit the timely filing of the Section 338(h)(10) Election. If Seller and Buyer are unable to agree on the Asset Allocation within such time period, Seller and Buyer shall jointly request the Independent Accounting Firm to resolve any issue in dispute at least ten (10) days before the proposed date for filing the Section 338(h)(10) Election, in order that such election may be timely filed, with the fees and expenses of the Independent Accounting Firm to be split equally by Buyer and Seller. Seller shall prepare IRS Form 8023 (and any required attachments thereto) and any similar state, local or non-U.S. Tax forms (and any required attachments) required to make the Section 338(h)(10) Election (collectively, the "**Election Forms**" and each singularly, an "**Election Form**") consistently with the Asset Allocation as finally determined, and shall submit the Election Forms to Buyer not later than five (5) days prior to the proposed filing date of the Section 338(h)(10) Election. Buyer shall promptly execute the applicable Election Forms and shall return such Election Forms to Seller promptly and in any event not more than two (2) days after the date on which the Election Forms are submitted to Buyer, for filing by Seller. Each of Buyer, BRIC, and Seller shall file all Tax Returns, including the filing by each of Buyer and Seller of its IRS Form 8883, in a manner consistent with the Asset Allocation and the Section 338(h)(10) Election as so finalized, and shall not (except as required below with respect to a revised Asset Allocation) take any position inconsistent with the Section 338(h)(10) Election or the Asset Allocation as so finalized, unless such Buyer or Seller, as the case may be, is otherwise required by a determination (within the meaning of Section 1313(a) of the Code or any similar provision of state, local, or non-U.S. Applicable Tax Law). In the event that any adjustment is required to be made to the Asset Allocation as a result of the payment of any adjustment to the Purchase Price for the Shares or otherwise, Seller shall prepare or cause to be prepared, and shall provide to Buyer, a revised Asset Allocation reflecting such adjustment. Such revised Asset Allocation shall be subject to review and resolution of timely raised disputes in the same manner as the initial Asset Allocation. To the extent required, each of Buyer, BRIC, and Seller shall file all Tax Returns, including the filing by each of Buyer and Seller of a revised IRS Form 8883, in a manner consistent with the Asset Allocation as so revised, and shall not (except pursuant to any further revision to the Asset Allocation in accordance with this Section 7.3) take any position inconsistent with the Section 338(h)(10) Election or the Asset Allocation as so revised, unless otherwise required by a determination (within the meaning of Section 1313(a) of the Code or any similar provision of state, local, or non-U.S. Applicable Tax Law). Neither Buyer nor Seller shall be required by this Section 7.3(b) to amend any filed Tax Return as a result of any of the preceding adjustments to the Asset Allocation unless required by Applicable Tax Law.

Section 7.4. Refunds. Any Tax refund (including, but not limited to, any Tax refund attributable to any estimated tax payment for any Pre-Effective Period being higher than the actual Tax Liability for such period and any credit of any otherwise payable refund against any Tax liability for any Post-Effective Period and any interest with respect to any such Tax refund or credit) relating to BRIC for any Pre-Effective Period shall be the property of Seller, and if received by Buyer or BRIC, shall be paid over promptly to Seller, less any reasonable

third party expenses incurred in obtaining such refund. In the event that the amount of any Tax reflected as a liability or otherwise as a reduction in the calculation of the Final Surplus Amount pursuant to Section 2.5 exceeds the amount of such Tax required to be paid by BRIC for the applicable Pre-Effective Period to which such Tax relates (whether as a result of such Tax being less than the amount so reflected in the Final Surplus Amount or as a result of a separate payment of such Tax by Seller or any Affiliate of Seller or otherwise), Buyer shall promptly pay over to Seller the amount of such excess after determination thereof.

Section 7.5. Tax Compliance.

(a) Preparation and Filing of Tax Returns; Responsibility for Taxes.

(i) Seller Tax Returns. Seller shall be responsible for the preparation of all Tax Returns of BRIC for any Tax Period ending on or before the Closing Date which are required to be filed after the Closing Date or that relate to a consolidated, combined, unitary or similar Tax Return that includes Seller (or any Affiliate of Seller other than BRIC). Such Tax Returns shall be prepared in accordance with past practice of BRIC except for the Section 338(h)(10) Election, as otherwise required by Applicable Tax Law, or with the prior written consent of Buyer. Buyer shall have a reasonable opportunity to review and comment on any such Tax Returns (including any amendment to any such Tax Returns) prior to filing (for purposes of clarity, it being understood that, in the case of any consolidated, combined, unitary, or other similar Tax Return, such review shall involve only a pro forma return of BRIC used in the preparation of such consolidated, combined, unitary, or other similar Tax Return). Unless otherwise agreed by Seller and Buyer, the consolidated federal income Tax Return for the Seller Group year ending on the Closing Date (the "*Final Consolidated Return*") will not be prepared on the basis of a ratable allocation election under Treasury Regulations §1.1502-76(b) (or any analogous provision of state, local or foreign Applicable Tax Law). Seller shall timely pay or cause to be timely paid all Taxes required to be shown as due on such Tax Returns.

Without the prior written consent of Buyer, Seller (and, prior to the Closing, BRIC, its Affiliates and their respective Representatives) shall not, to the extent it may affect, or relate to, BRIC, make, change or rescind any Tax election, amend any Tax Return or take any position on any Tax Return, take any action, omit to take any action or enter into any other transaction that would have the effect of increasing the Tax liability or reducing any Tax asset of Buyer or BRIC in respect of any Post-Closing Tax Period. Seller agrees that Buyer is to have no liability for any Tax resulting from any action of Seller, BRIC, its Affiliates or any of their respective Representatives, and agrees to indemnify and hold harmless Buyer (and, after the Closing Date, BRIC) against any such Tax or reduction of any Tax asset.

(ii) Buyer Tax Returns. Buyer shall file or cause BRIC to timely file all Tax Returns related to Post-Effective Period Taxes and Straddle Period Tax Returns that are due after the Closing Date (other than any such returns that are the responsibility of Seller pursuant to Section 7.5(a)(i) above). Such Tax Returns that include Pre-Effective Periods shall be prepared in accordance with past practice of BRIC except as otherwise required by Applicable Tax Law or with the prior written consent of Seller. Seller shall have a reasonable opportunity to review and comment on any Tax Returns (including any amendment to any such Tax Returns) that include Pre-Effective Periods, and Buyer shall make or cause to be made such changes to

such Tax Returns as are reasonably requested by Seller, unless such changes are inconsistent with the past practices of the affiliated group of corporations which BRIC (as reconstituted) will become a member.

(iii) Straddle Periods. For purposes of allocating any Straddle Period Taxes pursuant to this Agreement, (i) the Taxes for a Straddle Period based on or measured by income or receipts of BRIC, including any premium taxes, or imposed in connection with any sale or other transfer or assignment of property or any other specifically identifiable transaction or event shall be allocated between the Pre-Effective Period and the Post-Effective Period based on an interim closing of the books as of the end of the Closing Date (and for such purpose, the Tax Period of any partnership or other pass-through entity in which BRIC holds a beneficial interest shall be deemed to terminate at such time, and (ii) other Taxes for a Straddle Period not reasonably allocable pursuant to (i) above on a specific identification or interim closing basis shall be allocated based upon a fraction, the numerator of which is the number of days in the Pre-Effective Period or Post-Effective Period included in such Straddle Period, as applicable, and the denominator of which is the number of days in such Straddle Period. Any credits relating to a Straddle Period shall be taken into account as though the relevant Taxable period ended on the Closing Date. All determinations necessary to give effect to the foregoing allocations shall be made in a manner consistent with prior practice of BRIC.

(iv) Without the prior written consent of Seller (which consent may be withheld in its sole discretion), Buyer shall not, and shall not permit any of its Affiliates (including, after the Closing, BRIC) to (i) re-file, amend, or otherwise modify any Tax Return with respect to BRIC relating in whole or in part to any Pre-Effective Tax Period except to the extent required by Applicable Tax Law or (ii) waive any statute of limitations in respect of Taxes or agree to the extension of time with respect to a Tax assessment or deficiency of BRIC for any Pre-Effective Tax Period. Buyer shall cause BRIC to waive any carryback or other use from any taxable period (or portion thereof, determined in accordance with the provisions of Section 7.5(a)(iii)) beginning after the Closing Date to any Pre-Effective Tax Period of any net operating loss, Tax credit, or other Tax attribute. Notwithstanding any provision of this Agreement to the contrary, Seller shall not be liable or responsible for, nor shall it be required to indemnify Buyer or BRIC for, any Taxes arising out of, relating to, or resulting from any transactions or actions engaged in by BRIC not in the ordinary course of business or taken solely by or at the direction of Buyer or any Affiliate of Buyer that occur on the Closing Date but after the Closing, and Buyer shall indemnify Seller and hold Seller harmless for any Tax or other Loss arising out of, relating to, or resulting from any such transaction. Without limiting the foregoing, Buyer and its Affiliates and Seller agree to report all such transactions utilizing the "next day rule" of Treasury Regulations Section 1.1502-76(b)(1)(ii)(B).

(b) Tax Record Retention. Seller, Buyer and BRIC (and their respective managers, officers, directors, agents, auditors or accountants on their behalf) will not dispose of (other than to Seller in the case of Buyer and/or BRIC or to Buyer in the case of Seller) any books, records, Tax Returns, schedules, work papers, correspondence, or other material documents or information, whether in paper or electronic form, relating to the Taxes of BRIC for any Pre-Effective Period ("*Tax Records*") prior to the expiration of the statute of limitations for such Tax Period.

(c) Cooperation.

(i) Seller, Buyer, BRIC and their managers, officers, directors, and agents will reasonably cooperate fully with each other and each other's agents, including legal counsel and accounting firms, in connection with Tax matters relating to BRIC, including without limitation:

(A) preparing, signing and filing Tax Returns and reports with respect to BRIC for any period (including but not limited to the preparation of any Tax package consistent with past practice);

(B) determining the Liability and amount of any Taxes due or the right to and amount of any refund of Taxes;

(C) examination of Tax Returns;

(D) any administrative or judicial proceeding in respect of Taxes assessed or proposed to be assessed.

(ii) Such cooperation will include each Party making all information and documents in its possession relating to BRIC available to the other Party.

(iii) Each of the Parties will also make available to the other Party, as reasonably requested and available, personnel (including officers, directors, employees and agents) responsible for preparing, maintaining, and interpreting information and documents relevant to Taxes, and personnel reasonably required as witnesses or for purposes of providing information or documents in connection with any administrative or judicial proceedings relating to Taxes.

(d) Tax Controversies.

(i) Notification of Tax Proceedings. If after the Closing, Buyer, BRIC or its managers, agents, officers, or directors, or if after the date hereof Seller, receives notice of or otherwise obtains knowledge of any Tax audit, examination or proceeding, the assessment of any Tax, a Tax due or any bill for collection of any Tax due, or the beginning or scheduling of any other administrative or judicial proceeding with respect to the determination, assessment or collection of any Tax that may be imposed on BRIC related to (i) a Pre-Effective Period or (ii) a Straddle Period (each, a "***Tax Proceeding***") for which Seller has or may reasonably be expected to have an indemnification obligation pursuant to Section 7.1 of this Agreement, Buyer shall provide prompt notice in writing to Seller of such matter, setting forth information describing any asserted Tax Liability in reasonable detail and including copies of any notice or other documentation received from the applicable Tax authority with respect to such matter; provided, however, that a failure to give such notice will not affect Buyer's right to indemnification under this Article VII except to the extent such failure materially and adversely prejudices Seller's ability to defend against or mitigate Losses arising out of such Tax Proceeding. Seller may at its election control the contest of such Tax Proceeding (at Seller's expense) and shall as such have discretion and authority to pay, settle or compromise any such Tax Proceeding (including but not limited to selection of counsel, the pursuit or waiver of any administrative proceeding, the

extension of any statute of limitations, or the right to pay the Tax and sue for a refund or contest the Tax Proceeding in any permissible manner); provided, however, (A) that Buyer (or its advisors) may fully participate at Buyer's sole expense in the Tax Proceeding, and (B) Seller shall not settle any Tax Proceeding (i) relating to any Post-Effective Period or (ii) in a manner that could reasonably be expected to adversely affect Buyer or BRIC after the Closing Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed. BRIC shall provide duly completed powers of attorney to permit the foregoing. Seller shall keep Buyer fully and timely informed with respect to the commencement, status and nature of any Tax Proceeding which it elects to control. Upon the conclusion of any Tax Proceeding which Seller elects to control in accordance with the foregoing, whether by way of settlement or otherwise, Buyer shall cause BRIC and its respective officers to execute any and all agreements, instruments or other documents that are necessary or appropriate to conclude such Tax Proceeding. If Seller does not assume the defense of any such Tax Proceeding, Buyer may control the contest of such Tax Proceeding, provided that Seller shall be entitled to participate in such Tax Proceeding at its own expense and (i) Buyer shall keep Seller reasonably informed as to the status of such Tax Proceeding (including by providing copies of all notices received from the relevant Tax Authority) and Seller shall have the right to review and comment on any correspondence from Buyer to the relevant Tax Authority prior to submission of such correspondence to the Tax Authority and (ii) Buyer shall not settle or otherwise compromise such Tax Claim without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 7.6. Transfer Taxes. All transfer, documentary, sales, use, stamp, registration and other such Taxes, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with consummation of the transactions contemplated by this Agreement ("**Transfer Taxes**") shall be paid by Seller. Seller and Buyer shall reasonably cooperate with each other to prepare and timely file any Tax Returns required with respect to any such Transfer Taxes.

Section 7.7. Miscellaneous.

(a) Seller, on the one hand, and Buyer, on the other, agree to treat all payments made by either of them to or for the benefit of the other under this Agreement as adjustments to the purchase price or as capital contributions for Tax purposes and that such treatment shall govern for purposes hereof except to the extent that the Applicable Tax Law of a particular jurisdiction provides otherwise.

(b) The rights and obligations of the Parties with respect to indemnification for any and all matters relating to Taxes shall be exclusively governed by this Article VII. In case of any inconsistency between Article VII, on the one hand, and any provision of Article XI, on the other hand, the provisions of this Article VII shall control over such other provision with respect to Tax matters. For the avoidance of doubt, the Parties acknowledge that the indemnification limitations set forth in Section 11.3 shall not apply with respect to any claims pursuant to this Article VII.

ARTICLE VIII
CONDITIONS TO OBLIGATIONS OF BUYER

The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction of the following conditions, except as Buyer may waive the same in writing.

Section 8.1. Performance. Seller shall have performed and complied, and shall have caused BRIC to perform and comply, in all material respects with all agreements and covenants required by this Agreement and each other Transaction Agreement to be performed or satisfied by it on or prior to the Closing Date.

Section 8.2. Representations and Warranties. The representations and warranties of Seller set forth in this Agreement which are qualified by materiality or a Material Adverse Effect or words of similar effect shall have been true and correct as of the date of this Agreement and as of the Closing Date (except to the extent such representations and warranties expressly relate to a specific date, in which case such representations and warranties shall have been true and correct as of such date), and the representations and warranties of Seller set forth in this Agreement which are not so qualified shall have been true and correct in all material respects as of the date of this Agreement and as of the Closing Date (except to the extent such representations and warranties expressly relate to a specific date, in which case such representations and warranties shall have been true and correct in all material respects as of such date). Seller shall have delivered to Buyer a certificate dated as of the Closing Date and signed by an officer of Seller confirming the foregoing in Section 8.1 and in this Section 8.2.

Section 8.3. Governmental Consents and Approvals. All filings required to be made prior to the Closing Date with, and all Permits, consents and approvals, including, but not limited to, the Approvals, required to be obtained prior to the Closing Date from, Governmental Authorities, in connection with the execution and delivery of this Agreement and the other Transaction Agreements and the consummation of the transactions contemplated hereby and thereby, shall have been made or obtained, including the approval by the Wisconsin Office of the Form A and the Pre-Closing Dividend, without the imposition of any Burdensome Condition. Seller shall have delivered to Buyer evidence reasonably satisfactory to Buyer of the making of any required filings with any Governmental Authority with respect to the Pre-Closing Dividend and the Related Agreements and the receipt of any required approvals thereof.

Section 8.4. Third Party Consents. All Seller Approvals from third parties shall have been obtained on terms and conditions which are reasonably acceptable to Buyer. Such Seller Approvals shall be in full force and effect and Buyer shall have received evidence reasonably satisfactory to it of the granting of such Seller Approvals.

Section 8.5. Termination of Certain Agreements. Prior to the Closing Date, Seller shall have taken the actions contemplated by Section 6.11 with respect to the Intercompany Contracts and intercompany balances and shall have provided evidence of the same in a form reasonably acceptable to Buyer.

Section 8.6. Liquidation of Assets. Prior to the Closing Date, Seller shall have caused BRIC to liquidate and convert all Investment Assets that are not Acceptable Financial Assets held or maintained by BRIC into Acceptable Financial Assets.

Section 8.7. Administrative Services Agreement. At the Closing, Seller and BRIC shall have entered into an Administrative Services Agreement substantially in the form and substance attached hereto as Exhibit A, to be effective at the Effective Time (the "**Administrative Services Agreement**"), whereby Seller shall administer, settle and run off all claims occurring prior to, on or after the Closing related to the Business in accordance with the terms and conditions set forth therein.

Section 8.8. Resignations. Each director and officer of BRIC shall have executed and delivered, in form and substance satisfactory to Buyer, an unconditional resignation from his or her position as a director or officer of BRIC, with such resignations to be effective as of the Closing Effective Time.

Section 8.9. No Action. There shall be no Order in effect that prohibits the Closing as contemplated by this Agreement or the execution and delivery of either of the Related Agreements. No Action shall have been instituted by any Governmental Authority and remain pending, or shall be threatened to be instituted by any Governmental Authority, seeking to restrain, prohibit, enjoin or otherwise challenge the purchase and sale of the Shares or the execution and delivery of either of the Related Agreements.

Section 8.10. Delivery of Books and Records. Seller and BRIC, on or immediately prior to the Closing Date, shall have delivered to Buyer the originals or copies of all Books and Records not then in the possession of BRIC, provided that Seller shall be permitted to retain a complete copy of all Books and Records in paper, electronic or other form.

Section 8.11. Resolutions of Seller. Seller shall have delivered to Buyer resolutions of the board of directors of Seller, certified by the Secretary of Seller, approving and authorizing the execution, delivery and performance of this Agreement and the other Transaction Agreements and the consummation of the transactions contemplated hereby.

Section 8.12. FIRPTA Certificate. Seller and BRIC shall have each delivered to Buyer a certification of non-foreign status for Seller and parent dated as of the Closing Date and complying with the requirements of Treasury Regulation Section 1.1445-2(b)(2).

Section 8.13. Good Standing. Seller shall have provided to Buyer a certificate of compliance or good standing for BRIC from the Wisconsin Office dated as of a date not more than thirty (30) Business Days prior to the Closing Date, together with a copy, dated as of a date not more than thirty (30) Business Days prior to the Closing Date, of the certificate of incorporation or similar organizational document of BRIC certified by the Wisconsin Office. Seller shall have provided to Buyer a certificate of good standing, dated as of a date not more than thirty (30) Business Days prior to the Closing Date, for BRIC from the Secretary of State of each jurisdiction in which BRIC is qualified to do business as a foreign corporation as set forth on Schedule 4.1(b). As of the Closing Date, all of the Insurance Licenses shall be in good standing and in full force and effect, without any restriction on the ability to write property and

casualty insurance other than (x) restrictions that apply generally to property casualty insurers doing business in the applicable state where the Insurance License was issued on an admitted basis or on an excess and surplus basis, as applicable, and (y) restrictions set forth in any such Insurance License which were in effect as of the date of this Agreement.

Section 8.14. LPT and Quota Share Reinsurance Agreement. At the Closing, Seller and BRIC shall have entered into a Loss Portfolio Transfer and Quota Share Reinsurance Agreement substantially in the form and substance attached hereto as Exhibit B, to be effective at the Effective Time (the “*LPT and Quota Share Reinsurance Agreement*”), whereby Seller shall reinsure all Insurance Liabilities of BRIC, net of other ceded reinsurance to the extent actually collected.

Section 8.15. Investment Assets. Buyer shall have received a certificate dated the Closing Date and signed on behalf of Seller by the chief financial officer of Seller setting forth the Acceptable Financial Assets and the Market Value of such assets.

Section 8.16. No Material Adverse Effect. There shall not have occurred between the date hereof and the Closing Date any Material Adverse Effect.

Section 8.17. Delivery of Documents. Seller and BRIC shall have delivered, or caused to be delivered, to Buyer each of the deliverables required of Seller as specified in Section 2.4(b) and all such additional instruments, documents and certificates provided for by this Agreement or as may be reasonably requested by Buyer in connection with the Closing of the transactions contemplated by this Agreement.

ARTICLE IX CONDITIONS TO OBLIGATIONS OF SELLER

The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction of the following conditions, except as Seller may waive the same in writing.

Section 9.1. Performance. Buyer shall have performed and complied in all material respects with all agreements and covenants required by this Agreement to be performed or satisfied by it on or prior to the Closing Date.

Section 9.2. Representations and Warranties. The representations and warranties of Buyer set forth in this Agreement which are qualified by materiality or a Material Adverse Effect or words of similar effect shall have been true and correct as of the date of this Agreement and as of the Closing Date (except to the extent such representations and warranties expressly relate to a specific date, in which case such representations and warranties shall have been true and correct as of such date), and the representations and warranties of Buyer set forth in this Agreement which are not so qualified shall have been true and correct in all material respects as of the date of this Agreement and as of the Closing Date (except to the extent such representations and warranties expressly relate to a specific date, in which case such representations and warranties shall have been true and correct in all material respects as of such

date). Buyer shall have delivered to Seller a certificate dated as of the Closing Date and signed by an officer of Buyer confirming the foregoing in Section 9.1 and this Section 9.2.

Section 9.3. No Action. There shall be no Order in effect that prohibits the Closing as contemplated by this Agreement or the execution and delivery of either of the Related Agreements. No Action shall have been instituted by any Governmental Authority and remain pending, or shall be threatened to be instituted by any Governmental Authority, seeking to restrain, prohibit, enjoin or otherwise challenge the purchase and sale of the Shares or the execution and delivery of either of the Related Agreements.

Section 9.4. Governmental Consents and Approvals. All filings required to be made prior to the Closing Date with, and all consents and approvals required to be obtained prior to the Closing Date from, Governmental Authorities, in connection with the execution and delivery of this Agreement and the other Transaction Agreements and the consummation of the transactions contemplated hereby and thereby, shall have been made or obtained, including the approval by the Wisconsin Office of the Form A and the Pre-Closing Dividend, and such consents and approvals shall be subject to no conditions applicable to Seller other than conditions customarily imposed by insurance regulatory authorities in connection with similar acquisitions. Buyer shall have delivered to Seller evidence reasonably satisfactory to Seller of the making of any required filings with any Governmental Authority with respect to the Form A and the receipt of the approval thereof.

Section 9.5. Third Party Consents. All Buyer Approvals from third parties shall have been obtained on terms and conditions which are reasonably acceptable to Seller. Such Buyer Approvals shall be in full force and effect and Seller shall have received evidence reasonably satisfactory to it of the granting of such Buyer Approvals.

Section 9.6. Resolutions of Buyer. Buyer shall have delivered to Seller resolutions of the board of directors of Buyer, certified by the Secretary of Buyer, approving and authorizing the execution, delivery and performance of this Agreement and the other Transaction Agreements and the consummation of the transactions contemplated hereby.

Section 9.7. Additional Documents. Buyer shall have delivered, or caused to be delivered, to Seller each of the deliverables required of Buyer as specified in Section 2.4(b) and all such additional instruments, documents and certificates provided for by this Agreement or as may be reasonably requested by Seller in connection with the Closing of the transactions contemplated by this Agreement.

**ARTICLE X
TERMINATION AND SURVIVAL PERIODS**

Section 10.1. Termination. This Agreement shall terminate automatically, without any action on the part of Buyer or Seller, if the Closing has not occurred at or prior to 11:59:00 p.m. Eastern time on March 31, 2017. In addition, this Agreement may be terminated as follows:

(a) At any time prior to the Closing Date, by mutual written consent of Seller and Buyer.

(b) By Buyer, if Seller, prior to the Closing, shall have breached or failed in any material respect to perform or comply with any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform or comply (i) would give rise to the failure of a condition set forth in Article VIII (absent a waiver of Buyer), and (ii) shall be incapable of being cured or, if capable of being cured, shall not have been cured by Seller on or prior to the earlier of (A) March 31, 2017 and (B) within thirty (30) days following receipt of written notice of such breach delivered by Buyer to Seller; provided that the right to terminate this Agreement under this Section 10.1(b) shall not be available to Buyer if Buyer is then in breach of this Agreement, which breach would result in the failure to satisfy any condition set forth in Article IX hereof;

(c) By Seller, if Buyer, prior to the Closing, shall have breached or failed in any material respect to perform or comply with any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform or comply (i) would give rise to the failure of a condition set forth in Article IX (absent a waiver of Seller), and (ii) shall be incapable of being cured or, if capable of being cured, shall not have been cured by Buyer on or prior to the earlier of (A) March 31, 2017 and (B) within thirty (30) days following receipt of written notice of such breach delivered by Seller to Buyer; provided that the right to terminate this Agreement under this Section 10.1(c) shall not be available to Seller if Seller is then in breach of this Agreement, which breach would result in the failure to satisfy any condition set forth in Article VIII hereof; or

(d) By either Buyer or Seller in the event that any Governmental Authority shall have issued an Order or taken any other action restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement and such Order or other action shall have become final and nonappealable.

Section 10.2. Effect of Termination. In the event of termination of this Agreement as provided in Section 10.1, (i) this Agreement shall forthwith become void and there shall be no Liability on the part of either Party hereto except (A) as set forth in Section 6.7, Section 12.4, Section 12.5 and Section 12.8 and (B) that nothing herein shall relieve either Party from Liability for any breach of this Agreement; and (ii) all filings, applications and other submissions made pursuant to the transactions contemplated by this Agreement shall, to the extent practicable, be withdrawn from the Governmental Authority or other Person to which made.

Section 10.3. Survival of Provisions; Remedies.

(a) The representations and warranties respectively made by Seller and Buyer in this Agreement will survive the Closing of this Agreement until the third anniversary of the Closing Date, except that (i) the representations and warranties of Seller set forth in Sections 4.1 (Organization), 4.2 (Subsidiaries), 4.3 (Authority), 4.4 (Capitalization; Right to Shares), 4.8(b) (Reinsurance Contracts), 4.16 (Employees, Labor Matters and Benefits), 4.20 (No Conflict) and 4.29 (Brokers or Finders) and the representations and warranties of Buyer contained in Sections 5.1 (Organization), 5.2 (Authority), 5.3 (No Conflict) and 5.6 (Brokers or Finders) shall survive indefinitely and (ii) the representations and warranties set forth in Section 4.22 shall survive until ninety (90) days after the expiration of the applicable statute of limitations period for any claims made in respect of the matters referred to therein. The survival period for any claims for indemnification with respect to Article VII, Section 11.1(a)(iv)-(v) or Section 11.1(b)(iv) of this Agreement shall survive indefinitely. For purposes of this Agreement, the relevant survival periods set forth in this Section 10.3(a) shall be referred to collectively as the “*Survival Period*.”

(b) All covenants and agreements made by the Parties in this Agreement which contemplate performance after the Closing Date, and all covenants which were to be performed prior to the Closing Date but which were not so performed, shall survive the Closing Date. All other covenants and agreements shall not survive the Closing Date and shall terminate as of the Closing.

(c) Notice with respect to any claim in respect of any inaccuracy in or breach of any representation, warranty, covenant or agreement shall be in writing, shall state specifically the particulars of any inaccuracy or breach, and shall be delivered to the Party against which such claim is asserted no later than the applicable Survival Period. Any representation or warranty shall survive the time it would otherwise terminate pursuant to this Section 10.3 to the extent that the Party claiming indemnification for such breach shall have delivered to the other Party written notice setting forth with reasonable specificity the basis of such claim prior to the applicable Survival Period; provided, that after the delivery of any such notice, the Party claiming indemnification shall expeditiously pursue the resolution of such claim. Notice of any claim in respect of any inaccuracy in or breach of any representation, warranty, covenant or agreement delivered after the applicable Survival Period shall not be eligible for indemnification pursuant to Article XI.

**ARTICLE XI
INDEMNIFICATION**

Section 11.1. Indemnifiable Claims.

(a) Except as set forth in Article VII, and subject to the limitations on survivability set forth in Section 10.3 and to the limitations set forth in this Article XI, Seller will and hereby does indemnify, defend and hold harmless Buyer and any Affiliate of Buyer (which shall include BRIC after the Closing) and their respective Representatives, Affiliates, successors and assigns (collectively, “*Buyer Indemnified Parties*”) from and against any and all Liabilities, claims, losses, costs, damages or expenses whatsoever (including, without limitation, reasonable attorneys’ fees and expenses) (“*Loss*” and/or “*Losses*”) imposed on, sustained, or incurred or

suffered by any of the Buyer Indemnified Parties directly or indirectly resulting from, in connection with or arising out of:

(i) the inaccuracy or any breach of any representation or warranty of Seller contained herein or in any other Transaction Agreement (other than any breach of any representation or warranty set forth in Section 4.22, which is governed by Section 7.1);

(ii) any breach of any covenant or obligation of Seller contained herein or in any other Transaction Agreement;

(iii) any breach of any pre-Closing covenant or obligation of BRIC contained herein;

(iv) directly or indirectly, in whole or in part, any Liabilities incurred by, or arising out of the activities or operation of, BRIC at or prior to the Closing Effective Time, including any Liabilities arising out of any insurance policy of any kind, including relating to asbestos, issued or assumed by BRIC on or prior to the Closing Effective Time, and whether or not any claims asserted in respect of any Insurance Liabilities are asserted before, at or after the Closing Effective Time; provided that this Section 11.1(a)(iv) shall be subject to Section 11.5(d) hereof; and/or

(v) any fraud on the part of Seller;

provided, however, that with respect to clause (iv) above, Seller shall not be required to provide indemnification for any Losses or Liabilities (including any inability of BRIC to collect Inuring Reinsurance) to the extent arising out of or caused by (x) any criminal (as determined by a court of competent jurisdiction, where such determination has become final and nonappealable), grossly negligent, willful and/or fraudulent act or omission attributable to BRIC or any of its Affiliates or any of their respective Representatives, successors or assigns following the Closing Effective Time or (y) any failure by BRIC to comply with Applicable Law following the Closing Effective Time; provided further, however, that in the case of clauses (x) and (y), any failure on the part of BRIC or any of its Affiliates or any of their respective Representatives, successors or assigns following the Closing Effective Time caused by the action or inaction of Seller or any of its Representatives, subcontractors or Affiliates (or by the Representatives of any Affiliate of Seller), including when acting in the name or on behalf of Seller under any of the Transaction Agreements, will not constitute a limitation on Seller's obligation to provide indemnification of Losses or Liabilities pursuant to clause (iv) above.

(b) Subject to the limitations on survivability set forth in Section 10.3 and to the limitations set forth in this Article XI, Buyer will and hereby does indemnify, defend and hold harmless Seller and any Affiliate of Seller and their respective Representatives, Affiliates, successors and assigns from and against any and all Losses (collectively, "***Seller Indemnified Parties***") from, against and in respect of any Losses imposed on, sustained, or incurred or suffered by any of the Seller Indemnified Parties directly or indirectly resulting from, in connection with or arising out of:

(i) the inaccuracy or any breach of any representation or warranty of Buyer contained herein or in any other Transaction Agreement;

(ii) any breach of any covenant or obligation of Buyer contained herein or in any other Transaction Agreement;

(iii) any breach of any post-Closing covenant or obligation of BRIC contained herein or in any other Transaction Agreement; and/or

(iv) any fraud on the part of Buyer.

(c) Except as provided in Section 10.3(c), no Party shall be required to indemnify any Person pursuant to this Article XI if the claim for indemnification is delivered after the applicable Survival Period.

(d) Notwithstanding any other provision of this Agreement, all rights and obligations with respect to Taxes shall be governed solely by Article VII of this Agreement.

Section 11.2. Notice of Claim.

(a) If any Action is brought against any Person entitled to indemnification pursuant to Section 11.1 hereof (a "***Claimant***") in respect of a claim under Section 11.1 hereof (an "***Indemnifiable Claim***"), the Claimant shall notify promptly, if the Claimant is making a claim pursuant to Section 11.1(a), Seller, or if the Claimant is making a claim pursuant to Section 11.1(b), Buyer (such notified Party, the "***Indemnifying Party***") in writing of the institution of such Action (but the failure so to notify shall not relieve the Indemnifying Party from any Liability the Indemnifying Party may have except to the extent such failure materially prejudices the Indemnifying Party). The obligations and Liabilities of the Parties under this Article XI with respect to Losses arising from any third party claims shall be governed by and contingent upon the following additional terms and conditions. Unless otherwise agreed to by the Claimant, the Indemnifying Party shall assume and direct the defense of such Action, including the employment of counsel, and all fees, costs and expenses incurred in connection with defending or settling the Indemnifiable Claim shall be borne solely by the Indemnifying Party; *provided, however*, that such counsel shall be satisfactory to the Claimant in the exercise of its reasonable judgment and that the Indemnifying Party shall not compromise or settle any claim without the prior written consent of the Claimant, which consent shall not be unreasonably withheld, conditioned or delayed. The Indemnifying Party's assumption of the defense of such Action shall conclusively establish Claimant's right to indemnification hereunder in respect of the claim. If the Indemnifying Party shall undertake to compromise or defend any such asserted Liability, they shall promptly notify the Claimant of their intention to do so, and the Claimant agrees to cooperate fully with the Indemnifying Party and its counsel in the compromise of, or defense against, any such asserted Liability. Notwithstanding an election by the Indemnifying Party to assume the defense of such Action, the Claimant shall have the right to employ separate counsel and to participate in the defense of such Action, and the Indemnifying Party shall bear the reasonable fees, costs and expenses of such separate counsel (and shall pay such fees, costs and expenses at least quarterly), if: (i) the use of counsel chosen by the Indemnifying Party to represent the Claimant would present such counsel with a conflict of interest; (ii) the defendants in, or targets of, any such Action include both a Claimant and an Indemnifying Party, and the Claimant shall have reasonably concluded that there may be legal defenses available to it or to other Claimants which are different from or additional to those available to the Indemnifying

Party (in which case the Indemnifying Party shall not have the right to direct the defense of such Action on behalf of the Claimant); or (iii) the Indemnifying Party shall authorize the Claimant to employ separate counsel at the expense of the Indemnifying Party. All costs and expenses incurred in connection with a Claimant's cooperation shall be borne by the Indemnifying Party. In any event, the Claimant shall have the right at its own expense to participate in the defense of such asserted Liability.

(b) In addition, at any time after a Claimant has delivered notice of an Indemnifiable Claim other than a third party claim, such Claimant in its discretion may deliver a notice which attaches the original notice of an Indemnifiable Claim, sets forth a summary in reasonable detail of the facts underlying or relating to such claim to the extent then known by the Claimant, includes a statement demanding indemnification from the Indemnifying Party and includes a statement of the amount of Losses for which the Claimant seeks indemnification at that time (a "**Demand Notice**"). The Indemnifying Party shall have 60 days from the date on which the Claimant delivers a Demand Notice during which to respond in writing to such Demand Notice. During such 60-day period, the Claimant shall allow the Indemnifying Party and its professional advisors (who shall be paid by the Indemnifying Party) to investigate the matter or circumstance alleged to give rise to the claim, and whether and to what extent any amount is payable in respect of the claim and the Claimant shall assist the Indemnifying Party's investigation by giving such information and assistance (including access to the Claimant's premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party accepts the claim as set forth in the Demand Notice, it shall have 15 days from the date of acceptance to pay such claim. If the Indemnifying Party does not respond to such Demand Notice or fails to pay the claim within such 60-day period, the Indemnifying Party shall be deemed to have rejected the claim as set forth in the Demand Notice, in which case the Claimant shall be entitled to initiate an Action to seek enforcement of its rights to indemnification under and subject to the provisions of this Agreement.

Section 11.3. Limits On Indemnification. Neither Party shall have the right to seek indemnification under Section 11.1(a)(i) or Section 11.1(b)(i) of this Agreement from the other Party until Losses which would otherwise be indemnifiable by the Indemnifying Party hereunder exceeds ten thousand dollars (\$10,000) in the aggregate (the "**Basket**"), at which time the Party seeking indemnification shall be entitled to indemnification for the full extent of all such Losses (including, for the avoidance of doubt, the first \$10,000 of such Losses) as provided herein. In no event shall the Basket apply to Losses in connection with, arising out of or resulting from: (i) breaches of the representations and warranties under Sections 4.1 (Organization), 4.2 (Subsidiaries), 4.3 (Authority), 4.4 (Capitalization; Right to Shares), 4.29 (Brokers or Finders), 5.1 (Organization), 5.2 (Authority), or 5.6 (Brokers or Finders); or (ii) any subsection of Section 11.1(a) or Section 11.1(b) other than Section 11.1(a)(i) and Section 11.1(b)(i). Except for the Basket, there shall be no cap or limit on the dollar amount of any Losses or Indemnifiable Claims.

Section 11.4. Cooperation. The Parties shall cooperate with each other with respect to resolving any claim or Liability with respect to which one Party is obligated to indemnify the other Party hereunder.

Section 11.5. Indemnification Payments.

(a) Any payment required to be made under this Article XI shall be made by wire transfer of immediately available funds to such account or accounts as the Claimant shall designate to the Indemnifying Party in writing. Each Claimant shall be obligated to use its reasonable good faith efforts to mitigate to the extent reasonably practicable the amount of any Losses for which it is entitled to seek indemnification hereunder.

(b) Upon making any indemnification payment, the Indemnifying Party will, to the extent of such payment, be subrogated to all rights of the Claimant against any third party in respect of the Loss to which the payment relates; provided, however, that until the Claimant recovers full payment of its Loss, any and all claims of the Indemnifying Party against any such third party on account of said payment are hereby made expressly subordinated and subjected in right of payment to the Claimant's rights against such third party. Without limiting the generality of any other provision hereof, each such Claimant and Indemnifying Party will duly execute upon request all instruments reasonably necessary to evidence and perfect the above-described subrogation and subordination rights.

(c) The amount of any Losses sustained by the Claimant and owed by the Indemnifying Party shall be reduced by any amount received by such Claimant with respect thereto under any insurance or reinsurance coverage or from any other party alleged to be responsible therefor. The Claimant shall use reasonable efforts, at the expense of the Indemnifying Party, to collect any amounts available under such insurance or reinsurance coverage and from such other party alleged to have responsibility. If the Claimant receives an amount under insurance or reinsurance coverage or from such other party with respect to Losses for which the applicable Indemnifying Party has previously paid pursuant to this Article XI, then, subject to the immediately preceding sentence, such Claimant shall promptly reimburse the applicable Indemnifying Party for any such indemnification payment made by such Indemnifying Party up to the actual amount of insurance or reinsurance proceeds so received by the Claimant. Any indemnification payment recoverable by the Claimant pursuant to this Article XI shall be (i) net of any federal or state income tax benefits actually realized by such Claimant as a result of the Loss as to which the payment is made, in the year in which the Loss occurs and (ii) increased by an amount equal to any Tax imposed on the receipt of such indemnification payment and the future tax benefits lost from any adjustment to the purchase price as reasonably calculated and determined by the Claimant; provided that in no event shall the requirements of this sentence limit or delay the Claimant's ability to recover a Loss hereunder. All indemnification payments under this Article XI shall be deemed adjustments to the Purchase Price.

(d) No Party shall make any indemnification payment under this Article XI with respect to any Losses or Liabilities hereunder to the extent that such indemnification payment would result in the duplication or double-counting of any indemnification or reinsurance payment made with respect to such Losses or Liabilities under any of the Related Agreements.

Section 11.6. Exclusive Remedy. Except as provided in Article VII, from and after the Closing, the rights set forth under this Article XI shall be the sole and exclusive remedy

of Buyer and Seller (and the other Buyer Indemnified Parties and Seller Indemnified Parties) based on, attributable to or resulting from (i) any misrepresentation or the breach or inaccuracy of any representation or warranty contained in this Agreement or (ii) any other act, omission or course of dealing by either Buyer or Seller in connection with the transactions contemplated hereby, in any such case, arising solely under this Agreement, Applicable Law or otherwise. Nothing set forth in this Article XI shall be deemed to prohibit or limit any Party's right at any time on or after the Closing Date to seek legal, injunctive or equitable relief for the failure of any other Party to perform any covenant or agreement contained herein or to seek any other relief based upon fraud or any criminal (as determined by a court of competent jurisdiction, where such determination has become final and nonappealable) activity on the part of a Party hereto in connection with the transactions contemplated by this Agreement.

ARTICLE XII MISCELLANEOUS

Section 12.1. Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given to a party upon receipt by such party at the following addresses (or at such other address for a party as shall be specified by like notice) delivered personally, sent by electronic mail or facsimile transmission (with electronic mail or sent confirmation received and facsimile followed by hard copy sent by mail (postage prepaid) or by overnight courier (charges prepaid)), sent by certified, registered or express mail (postage prepaid) or sent overnight by reputable express courier (charges prepaid):

if to Seller :

General Casualty Company of Wisconsin
One General Drive
Sun Prairie, Wisconsin 53596
Attention: Jennifer J. Vernon
Senior Vice President and Corporate General Counsel
Email: jennifer.vernon@us.qbe.com
Fax No.: (608) 837-2051

with a copy to:

Locke Lord LLP
Brookfield Place
200 Vesey Street, 20th Floor
New York, New York 10281
Attention: Aileen C. Meehan, Esq.
Email: aileen.meehan@lockelord.com
Fax No.: (866) 876-1394

if to Buyer:

LOTS Intermediate Co.
c/o Fortegra Financial Corporation
10151 Deerwood Park Blvd.
Building 100, Suite 330
Jacksonville, Florida 32256
Attention: Chris Romaine, General Counsel
Email: cromaine@fortegra.com
Fax No.: (904) 354-452

with a copy to:

Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202
Attention: Ivan A. Colao, Esq.
Fax No.: (904) 358-1872

Section 12.2. Entire Agreement. This Agreement and the other Transaction Agreements (including the Schedules and Exhibits hereto and thereto) contain the entire agreement among the Parties with respect to the transactions contemplated hereby and thereby and supersede all prior agreements, written or oral, with respect thereto.

Section 12.3. Waivers and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the Parties or, in the case of a waiver, by the Party waiving compliance. No delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any Party of any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

Section 12.4. Confidentiality. During the period between the date of this Agreement and the Closing Date, all Confidential Data furnished by Seller or BRIC on the one hand or Buyer on the other hand to each other in connection with the transactions contemplated by this Agreement shall: (i) remain and be deemed to be the exclusive property of the Party furnishing the Confidential Data; (ii) be held in strict confidence by the other Party, except to the extent that such information (a) is publicly available prior to the time of such disclosure, (b) becomes publicly available as a result of actions by Persons other than the Party receiving such information, or (c) is obtained by the Party receiving such information either prior or subsequent to disclosure from a third party not known by the receiving party to be under any obligation of confidentiality with respect thereto; and (iii) not be used by such other Party for any purpose other than consummating the transactions contemplated by this Agreement and obtaining governmental consents and approvals for such transactions. In the event that the transactions contemplated by this Agreement are not consummated, each Party shall return all or certify that it has destroyed all Confidential Data in its possession which is deemed to be the exclusive

property of the other Party, together with all copies thereof, and shall continue to hold such Confidential Data in strict confidence and not use such Confidential Data for any purpose whatsoever. The terms of this Section 12.4 shall not apply to the use of the Books and Records by Buyer or Seller pursuant to the Administrative Services Agreement from and after the Closing. Seller and Buyer shall each use the same degree of care to protect the foregoing from disclosure as they use to protect their own confidential non-public information from disclosure, but in no event shall they use less than reasonable care. Seller shall cause BRIC to also abide by the terms of this Section 12.4.

Section 12.5. Expenses. Except as otherwise expressly provided herein, each Party shall bear its own legal, accounting and other costs and expenses of any nature incurred, relating to or in connection with the consummation of the transactions contemplated by this Agreement, whether or not this Agreement is consummated or terminated.

Section 12.6. Further Actions. At any time and from time to time, each Party agrees, without further consideration, to take such actions and to execute and deliver such documents as may be reasonably necessary to effectuate the purposes of this Agreement and the other Transaction Agreements.

Section 12.7. Release. From and after the Closing Effective Time, Seller hereby releases and forever discharges Buyer, BRIC and each of their respective Affiliates, subsidiaries, stockholders, successors and assigns (individually, a “*Releasee*” and collectively, “*Releasees*”) from any and all claims, demands, proceedings, causes of action, orders, obligations, contracts, agreements, debts and liabilities whatsoever, whether known or unknown, suspected or unsuspected, both at law and in equity, which Seller now has, has ever had or may hereafter have against the respective Releasees arising contemporaneously with or prior to the Closing Effective Time or on account of or arising out of any matter, cause or event occurring contemporaneously with or prior to the Closing Effective Time, including, but not limited to, any rights of Seller to indemnification or reimbursement from BRIC, whether pursuant to the certificate of incorporation or bylaws of BRIC, including all amendments thereto, pursuant to any Contract or otherwise, and whether or not relating to claims pending on, or asserted after, the Closing Effective Time (collectively, the “*Released Matters*”); provided, however, that any claims or rights of Seller which arise under this Agreement or under any other Transaction Agreement shall not be Released Matters. Seller hereby irrevocably covenants to refrain from, directly or indirectly, asserting any claim or demand, or commencing, instituting or causing to be commenced, any proceeding of any kind against any Releasee, based upon any Released Matter, and Seller shall indemnify and hold harmless each Releasee from and against all Losses, whether or not involving third party claims, arising from or in connection with the assertion by or on behalf of Seller of any claim in respect of a Released Matter.

Section 12.8. Governing Law; Venue; Waiver of Jury Trial.

(a) This Agreement shall be governed and construed in accordance with the laws of the State of New York. Each Party hereby consents and agrees that the United States District Court or any other court having situs within the Southern District of New York shall have exclusive jurisdiction to hear and determine any claims or disputes among the Parties pertaining to, arising out of, or relating to this Agreement or the transactions contemplated

hereby (and each Party agrees not to commence any action, suit or proceeding relating thereto except in such court). Each Party waives any objection based upon lack of personal jurisdiction, improper venue or forum non conveniens.

(b) EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 12.9. Assignment. This Agreement may not be assigned by operation of law or otherwise without the express written consent of Seller and Buyer (which consent may be granted or withheld in the sole discretion of Seller or Buyer).

Section 12.10. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Parties. Each counterpart may be delivered by facsimile transmission or e-mail (as a .pdf, .tif or similar uneditable attachment), which transmission shall be deemed delivery of an originally executed counterpart hereof.

Section 12.11. Schedules and Exhibits. The Schedules and the Exhibits hereto are a part of this Agreement as if set forth in full herein. Certain information set forth in the Schedules is included solely for informational purposes and may not be required to be disclosed pursuant to this Agreement, and the disclosure of any information shall not be deemed to constitute an acknowledgment that such information is required to be disclosed in connection with the representations and warranties made by Seller or Buyer, as the case may be, in this Agreement, or that it is material, nor shall such information be deemed to establish a standard of materiality. The Schedules shall not vary, change or alter the language of the representations and warranties contained in this Agreement and, to the extent the language in the Schedules does not conform in every respect to the language of such representations and warranties, such language in the Schedules shall be disregarded and be of no force or effect.

Section 12.12. Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

Section 12.13. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

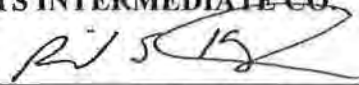
Section 12.14. No Third Party Beneficiaries. Except as specified in Article XI, this Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

Section 12.15. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by both Parties and no presumption of burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulation promulgated thereunder, unless the context requires otherwise. Unless the context of this Agreement otherwise requires, (i) words using the singular or plural number will also include the plural or singular number, respectively, (ii) the terms hereof, herein, hereby, and derivative or similar words will refer to this entire Agreement, and (iii) the terms include, includes and including shall be deemed to be followed by the words without limitation.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, each of the Parties has caused this Stock Purchase Agreement to be executed on its behalf by its duly authorized officer, all as of the date first above written.

LOTS INTERMEDIATE CO

By:  _____

Name: Richard S. Kahlbaugh

Title: CEO

GENERAL CASUALTY COMPANY OF WISCONSIN

By: _____

Name: Jennifer J. Vernon

Title: Senior Vice President

IN WITNESS WHEREOF, each of the Parties has caused this Stock Purchase Agreement to be executed on its behalf by its duly authorized officer, all as of the date first above written.

LOTS INTERMEDIATE CO.

By: _____
Name: Richard S. Kahlbaugh
Title: CEO

GENERAL CASUALTY COMPANY OF WISCONSIN

By:  _____
Name: Jennifer J. Vernon
Title: Senior Vice President

ADMINISTRATIVE SERVICES AGREEMENT

DATED AS OF _____, 2017

BY AND BETWEEN

BLUE RIDGE INDEMNITY COMPANY,

(THE "COMPANY"),

AND

GENERAL CASUALTY COMPANY OF WISCONSIN,

(THE "ADMINISTRATOR")

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ADMINISTRATIVE SERVICES AGREEMENT

This ADMINISTRATIVE SERVICES AGREEMENT (this "*Agreement*") dated as of the [__ day of _____, 2017], to be effective as of 12:00:01 a.m. Eastern Time on April 1, 2017 (the "*Effective Time*"), is entered into by and between Blue Ridge Indemnity Company, a Wisconsin domestic stock insurance company (the "*Company*"), and General Casualty Company of Wisconsin, a Wisconsin domestic stock insurance company (the "*Administrator*").

RECITALS

WHEREAS, the Administrator and LOTS Intermediate Co., a Delaware corporation (the "*Buyer*"), have entered into that certain Stock Purchase Agreement, dated as of December 16, 2016 (the "*Stock Purchase Agreement*"), pursuant to which the Administrator has agreed to sell, and the Buyer has agreed to purchase, all of the issued and outstanding shares of the capital stock of the Company, upon the terms and subject to the conditions set forth therein; and

WHEREAS, the execution and delivery of this Agreement by the parties hereto is a condition to the Closing of the transactions contemplated by the Stock Purchase Agreement (the "*Closing*"); and

WHEREAS, the Company wishes to appoint the Administrator on an exclusive basis to provide administrative services with respect to (i) any and all insurance policies effected, bound or issued by the Company which are reinsured by Administrator ("*Insurance Policies*") in its capacity as reinsurer pursuant to that certain Loss Portfolio Transfer and Quota Share Reinsurance Agreement ("*Reinsurance Agreement*") to be executed by Administrator, as reinsurer, and the Company, as ceding company, at the Closing, (ii) any and all agreements of ceded and assumed reinsurance of the Company which are in force as of the Closing applicable to the Insurance Policies ("*Third-Party Reinsurance Agreements*"), (iii) those agreements, contracts or other arrangements between the Company and an agent or other person pursuant to which Insurance Policies were written on behalf of the Company (the "*Agent Contracts*"), and (iv) those agreements, contracts or other arrangements between the Company and a third-party administrator or other person pursuant to which Insurance Policies written by the Company are administered (collectively, the "*TPA Contracts*," and together with the liabilities arising out of the Insurance Policies, the Third-Party Reinsurance Agreements, the Agent Contracts and the TPA Contracts, the "*Liabilities*"), and the Administrator desires to provide such administrative services for the Liabilities.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

The following terms shall have the respective meanings specified below throughout this Agreement.

“*Administrative Services*” has the meaning ascribed to such term in Article II of this Agreement.

“*Administrator*” has the meaning set forth in the preamble hereto.

“*Affiliate*” (and, with a correlative meaning, “*Affiliated*”) means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first Person. As used in this definition, “*control*” (including, with correlative meanings, “*controlled by*” and “*under common control with*”) means the possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract, as trustee or executor, or otherwise).

“*Agent Contracts*” has the meaning set forth in the recitals to this Agreement.

“*Agreement*” has the meaning set forth in the preamble hereto.

“*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.

“*Business*” means any and all insurance-related business of any kind or nature conducted by or through the Company prior to the Closing.

“*Business Day*” means a day other than Saturday, Sunday, or any day on which the principal commercial banks located in the State of New York are authorized or obligated to close under Applicable Law.

“*Buyer*” has the meaning set forth in the recitals to this Agreement.

“*Claim*” and “*Claims*” have the meanings ascribed to such terms in Section 4.1 of this Agreement.

“*Claimants*” has the meaning ascribed to such terms in Section 4.3(a) of this Agreement.

“*Closing*” has the meaning set forth in the recitals to this Agreement.

“*Company*” has the meaning set forth in the preamble hereto.

“*Dependent Party*” has the meaning ascribed to such term in Section 16.2(d) of this Agreement.

“*Effective Time*” has the meaning set forth in the preamble hereto.

“*Federal Arbitration Act*” means the Federal Arbitration Act (9 U.S.C. Section 1, et seq.).

“GAAP” means, as of any date of determination, generally accepted accounting principles in the United States.

“Governmental Authority” means any court, arbitrator, department, commission, board, bureau, agency, entity, instrumentality or other body, whether federal, state, local, foreign or other, including any insurance regulatory authority.

“Indemnification Claim” has the meaning ascribed to such term in Section 15.2(a) of this Agreement.

“Indemnitee” has the meaning ascribed to such term in Section 15.2(a) of this Agreement.

“Indemnitor” has the meaning ascribed to such term in Section 15.2(a) of this Agreement.

“Insurance Licenses” has the meaning ascribed to such term in Section 18.1 of this Agreement.

“Insurance Policies” has the meaning set forth in the recitals to this Agreement.

“Legal Proceeding(s)” has the meaning ascribed to such terms in Section 5.2(a) of this Agreement.

“Liabilities” has the meaning set forth in the recitals to this Agreement.

“Loss” has the meaning ascribed to such term in Section 15.1(a) of this Agreement.

“Person” means any individual, corporation, partnership, firm, joint venture, association, joint-stock company, limited liability company, trust, unincorporated organization, governmental, judicial or regulatory body, business unit, division or other entity.

“Reinsurance Agreement” has the meaning set forth in the recitals to this Agreement.

“Representative” means, with respect to a particular Person, any director, officer, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants, financial advisors and third party administrators.

“Stock Purchase Agreement” has the meaning set forth in the recitals to this Agreement.

“Subcontractor” has the meaning ascribed to such term in Section 3.3 of this Agreement.

“Taxes” (or **“Tax”** as the context may require) 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, 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 Agreements*” has the meaning set forth in the recitals to this Agreement.

“*TPA Contracts*” has the meaning set forth in the recitals to this Agreement.

ARTICLE II

AUTHORITY

The Company hereby appoints the Administrator, and the Administrator hereby accepts such appointment, to provide on an exclusive basis as an independent contractor of the Company, from and after the Effective Time, all of the administrative and other services necessary or appropriate in connection with the administration of the Insurance Policies, the Third-Party Reinsurance Agreements, the Agent Contracts and the TPA Contracts, including those services set forth in this Agreement (the “*Administrative Services*”), all on the terms and conditions set forth in this Agreement. In providing the Administrative Services, the Administrator shall handle all such matters, including but not limited to the billing and collection of premiums and payment of commissions, in each case if any, due under the Insurance Policies, the payment of reinsurance premiums due under the Third-Party Reinsurance Agreements, subject to ARTICLE IV hereof, the defense, adjustment, settlement and payment of all claims arising under the Insurance Policies, the recovery of all salvage and subrogation for any losses incurred under the Insurance Policies, and the billing, collection, recovery and settlement of all amounts due under the Third-Party Reinsurance Agreements and the Reinsurance Agreements, as more fully described below and subject the terms and conditions set forth herein. Notwithstanding any other provision of this Agreement to the contrary, the Company shall have the right to direct the Administrator to perform any action necessary to comply with Applicable Law, or to cease performing any action that constitutes a violation of Applicable Law, and nothing in this Agreement shall be construed to conflict with the Company’s ultimate authority and obligation to make decisions with respect to all matters relating to the management of its business and operations.

The Administrator shall bear all of the costs and expenses incurred in connection with providing the Administrative Services under this Agreement.

ARTICLE III

STANDARD FOR SERVICES; FACILITIES; SUBCONTRACTING

Section 3.1. Standard for Services. The Administrator shall provide the Administrative Services (i) in accordance with the terms of the Insurance Policies, the Third-Party Reinsurance Agreements, the Reinsurance Agreement, the Agent Contracts and the TPA Contracts as any of them may be amended from time to time by the Administrator on behalf of the Company with the prior written consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed, except that in the case of any amendments to the Third-Party Reinsurance Agreements, the Administrator shall only be required to provide the Company with prior notice of any amendments and no consent of the Company shall be required, (ii) in accordance with the applicable terms of this Agreement, (iii) in compliance with Applicable

Law, including maintenance by the Administrator of all licenses, authorizations, permits and qualifications from Governmental Authorities necessary to perform the Administrative Services required by this Agreement, and (iv) subject to the foregoing, using the degree of ordinary care and reasonable diligence consistent with the standards, practices and procedures established for the management and operation of the Administrator's own business not subject to this Agreement.

Section 3.2. Facilities, Personnel and Resources. To the extent not sub-contracted to a Subcontractor (as defined below), the Administrator shall at all times, from the Effective Time and thereafter during the term of this Agreement, maintain sufficient facilities, trained personnel, expertise, resources and systems of the kind as may be reasonably necessary to perform its obligations under this Agreement.

Section 3.3. Subcontracting. The Administrator may subcontract the performance of any Administrative Services with respect to the Insurance Policies, the Third-Party Reinsurance Agreements, the Agent Contracts, the TPA Contracts or otherwise with respect to the Liabilities (i) to an Affiliate of the Administrator without the consent of the Company, or (ii) to any non-affiliated third party administrator or other service provider with the prior written consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed (in each case, the "Subcontractor"); provided, however, that no such subcontracting shall relieve the Administrator from any of its obligations or liabilities hereunder, and the Administrator shall remain responsible for all obligations or liabilities of such Subcontractor with regards to the providing of such service or services as if provided by the Administrator.

Section 3.4. Involvement of the Company. The parties agree that the 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.

Section 3.5. No Waiver of Company's Rights. The Company shall not amend or waive its rights under any of the Insurance Policies, the Third Party Reinsurance Agreements, the Agent Contracts, the TPA Contracts or any of the Company's business covered hereunder without the prior written consent of the Administrator, which shall not be unreasonably withheld, conditioned, or delayed; provided, however, that in the case of an amendment required in order to comply with Applicable Law, no consent of the Administrator shall be required.

Section 3.6. Power of Attorney. From and after the date hereof, for so long as the Administrator is authorized hereunder to provide the Administrative Services for the Company, the Company hereby appoints and names the Administrator, acting through its duly authorized officers, employees and agents, as the Company's true and lawful attorney-in-fact, solely in connection with the performance by the Administrator of the Administrative Services hereunder. If reasonably requested by the Administrator to enable it to perform the Administrative Services, the Company shall execute and deliver to the Administrator powers of attorney evidencing such power in a form reasonably acceptable to the Company.

ARTICLE IV

CLAIMS HANDLING

The Administrator shall assume all responsibility with regard to claims for benefits (including claims outstanding at the Effective Time), including the following:

Section 4.1. Claim Administration Services. The Administrator shall acknowledge, consider, review, investigate, deny, settle, pay or otherwise dispose of each claim for benefits reported under each Insurance Policy (each, a "*Claim*" and, collectively, the "*Claims*").

Section 4.2. Funding; Accounts. The Administrator shall fund all Claims and associated expenses that are reinsured by the Administrator in its capacity as reinsurer pursuant to the Reinsurance Agreement.

Section 4.3. Description of Claim Administration Services. Without limiting the foregoing, the Administrator shall:

- (a) provide claimants under the Insurance Policies and their authorized Representatives (collectively, "*Claimants*") with Claim forms and provide explanatory guidance to Claimants in connection therewith;
- (b) receive, review, record and examine all notices or reports of Claims and initiate procedures for the proper servicing of each Claim;
- (c) establish, maintain and organize Claim files;
- (d) conduct an investigation of each Claim, including identification of any coverage issues arising from the facts or circumstances of the Claim;
- (e) adjust and manage each Claim;
- (f) prepare and distribute to the appropriate recipients any reports required by Applicable Law;
- (g) comply with all Applicable Law applying to claims handling and settlement practices;
- (h) respond promptly to all written or oral Claims-related communications from Claimants; and
- (i) maintain a complaint log with respect to the Insurance Policies in accordance with applicable requirements of Governmental Authorities and, upon the reasonable request of the Company, provide a copy of such log.

ARTICLE V

REGULATORY AND LEGAL PROCEEDINGS

Section 5.1. Regulatory Complaints and Proceedings. The Administrator shall:

- (a) promptly notify the Company and respond to any complaints or inquiries made by any Governmental Authority related to Claims or any other Liabilities within the Governmental Authority's requested time frame for response or if no such time frame is provided, within the time frame as allowed by Applicable Law, and provide a copy of such response to the Company; provided, however, that the Administrator shall provide such response to the Company in time to allow the Company a reasonable period to review and comment on such response prior to submission to any Governmental Authority;
- (b) notify the Company promptly of any non-Claims payment related complaints or inquiries initiated by any Governmental Authority, and of any proceedings (either Claims or non-Claims related) initiated by any Governmental Authority with respect to any matter relating to the Liabilities or to the conduct of the Business or operations of the Company prior to the Closing, and, in either case, prepare and send to the Governmental Authority, with a copy to the Company, a response within the Governmental Authority's requested time frame for response or if no such time frame is provided, within the time frame as allowed by Applicable Law; provided, however, that the Administrator shall provide such response to the Company in time to allow the Company a reasonable period to review and comment on such response prior to submission to the Governmental Authority;
- (c) except as set forth in Section 5.4 below, supervise and control the investigation, contest, defense and/or settlement of all complaints, inquiries and proceedings by Governmental Authorities related to or involving the Liabilities; and
- (d) keep the Company fully informed of the progress of all complaints or inquiries made by any Governmental Authority related to Claims or any other Liabilities and, on a quarterly basis, provide to the Company a report in a form to be mutually agreed upon by the parties summarizing the nature of any complaints, inquiries or proceedings by Governmental Authorities, the alleged actions or omissions giving rise to such complaints, inquiries or proceedings and copies of any files or other documents that the Company may reasonably request in connection with its review of these matters.

Section 5.2. Legal Proceedings. The Administrator shall:

- (a) notify the Company promptly of any lawsuit, action, arbitration or other dispute resolution proceeding that is instituted or threatened with respect to any matter relating to the Liabilities or to the conduct of the Business or operations of the Company prior to the Closing ("**Legal Proceeding(s)**");

- (b) except as set forth in Section 5.4 below, supervise and control the investigation, contest, defense and/or settlement of all Legal Proceedings; and
- (c) keep the Company fully informed of the progress of all Legal Proceedings and, on a quarterly basis, provide to the Company a report summarizing the nature of any Legal Proceedings, the alleged actions or omissions giving rise to such Legal Proceedings and copies of any files or other documents that the Company may reasonably request in connection with its review of these matters.

Section 5.3. Notice to the Administrator. The Company shall give prompt notice to the Administrator of any Legal Proceeding or Claim made or brought against the Company after the Effective Time arising under or in connection with the Liabilities to the extent known to the Company, and shall promptly furnish to the Administrator copies of all pleadings in connection therewith.

Section 5.4. Defense of Regulatory and Legal Proceedings. Notwithstanding anything in this Agreement to the contrary, the Company shall have the right to engage its own separate legal counsel, at its own expense, and to associate in the defense of any Legal Proceedings or complaints, inquiries or proceedings by Governmental Authorities with respect to the Liabilities in which the Company is a named party. The Administrator and the Company shall cooperate with each other with respect to the administration of any Legal Proceeding and any complaint, inquiry or proceeding by any Governmental Authority. The Administrator shall not settle or compromise any regulatory complaint or proceeding described in Section 5.1 or any Legal Proceeding brought by a Governmental Authority without the Company's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned, unless (i) there is no finding or admission of any violation of Applicable Law, and (ii) the sole relief provided is monetary damages that are paid in full by the Administrator. The Administrator shall not settle or compromise any Legal Proceeding brought by a Person other than a Governmental Authority without the Company's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned, unless the sole relief provided is monetary damages that are paid in full by the Administrator.

ARTICLE VI

BILLINGS AND COLLECTIONS

The Administrator shall assume all responsibility for (i) billing and collecting premiums, if any, and other amounts payable with respect to the Insurance Policies (including amounts payable relating to Claims), (ii) amounts payable and recoverable under the Third-Party Reinsurance Agreements, (iii) amounts payable and recoverable under the Agent Contracts from and after the Effective Time, and (iv) amounts payable and recoverable under the TPA Contracts from and after the Effective Time. The Administrator shall assume all responsibility for managing and administering incoming bills and collections for amounts payable as Liabilities. The Administrator shall bear the sole risk for the collection of all amounts payable unless the inability to collect any such amount is due to any criminal (as determined by a court of competent jurisdiction, where such determination has become final and nonappealable), grossly negligent, willful and/or fraudulent act or omission the extent attributable to the Company or any

of its Affiliates, or any of their respective officers, directors, employees or agents acting in such respective capacities, following the Effective Time. The Company shall promptly remit to the Administrator any such amounts received by it with respect to the Insurance Policies, the Third-Party Reinsurance Agreements, the Agent Contracts, the TPA Contracts or otherwise with respect to the Liabilities.

ARTICLE VII

REGULATORY MATTERS AND REPORTING

Section 7.1. Regulatory Compliance and Reporting. The Company will inform the Administrator of any informational reporting and any other requirements imposed by any Governmental Authority. The Administrator shall provide to the Company such information with respect to the Insurance Policies as is reasonably requested by the Company to enable it to satisfy all such current and future informational reporting and any other requirements imposed by any Governmental Authority. The Administrator shall timely prepare such reports and summaries, including statistical summaries, as are necessary or useful to satisfy any such requirements imposed by any Governmental Authority upon the Company with respect to the Insurance Policies. The Administrator shall also promptly provide to the Company copies of all existing records relating to the Insurance Policies (including, with respect to records maintained in machine readable form, hard copies) that are necessary to satisfy such requirements. In addition, the Administrator shall promptly prepare and furnish to Governmental Authorities all reports and related summaries (including, without limitation, statistical summaries), certificates of compliance and other reports required or requested by any Governmental Authority with respect to the Insurance Policies, and shall assist the Company and cooperate with the Company in doing all things necessary, proper or advisable, in the most expeditious manner practicable, in connection with any and all market conduct or other Governmental Authority examinations relating to the Insurance Policies.

Section 7.2. Reporting and Accounting. The Administrator shall assume the reporting and accounting obligations set forth below:

- (a) As soon as practicable but not later than thirty (30) days after the end of each calendar quarter beginning with the calendar quarter ended March 31, 2017, and not later than forty-five (45) days after the end of each calendar year that this Agreement remains in effect, the Administrator shall furnish to the Company such reports and summaries (and, upon request of the Company, detailed supporting records) related to the Liabilities as may be reasonably required for use in connection with the preparation of the Company's statutory and GAAP financial statements, Tax returns (including premium Tax returns) and other financial reports required to enable it to comply with the requirements of the regulatory authorities having jurisdiction over the Company. Such reports and summaries shall be prepared in compliance with the requirements of the regulatory authorities having jurisdiction over the Company. The parties shall cooperate in good faith to establish the manner for the furnishing of such reports.

- (b) As soon as practicable but not later than thirty (30) days after the end of each calendar quarter beginning with the calendar quarter ended March 31, 2017, and not later than forty-five (45) days after the end of each calendar year that this Agreement remains in effect, the Administrator shall provide to the Company such reports or summaries (and, upon the request of the Company, detailed supporting records therefor) related to the payment of commissions, if any, with respect to the Insurance Policies.
- (c) As soon as practicable but not more than thirty (30) days after the end of each calendar quarter beginning with the calendar quarter ended March 31, 2016, and not later than forty-five (45) days after the end of each calendar year that this Agreement remains in effect, the Administrator shall report to the Company the amount of statutory reserves that the Company is required to maintain in connection with the liability ceded to the Administrator in its capacity as reinsurer under the Reinsurance Agreement.
- (d) The Administrator shall promptly and timely provide notice to the Company of any changes in the reserve methodology used by the Administrator in calculating statutory reserves for the Insurance Policies.

Section 7.3. Additional Reports and Updates. For so long as this Agreement remains in effect, each party shall periodically furnish to the other such other reports and information as may be reasonably requested by such other party for regulatory, Tax or similar purposes, provided that such requested reports and other information are reasonably available to the party from whom such reports or other information is requested.

ARTICLE VIII

RENEWALS AND ISSUANCE OF REPLACEMENT POLICIES

The Company agrees that, from and after the Effective Time, the Administrator shall have the exclusive authority to directly or indirectly solicit, quote, bind, write and/or issue, or cause to be solicited, quoted, bound, written and/or issued, to any policyholder covered by an Insurance Policy, an insurance policy or other evidence of insurance coverage on the respective forms and rates of the Administrator or such other properly licensed insurance company (other than the Company) as may be designated by the Administrator from time to time.

ARTICLE IX

MISCELLANEOUS ADMINISTRATIVE SERVICES

Section 9.1. Third-Party Reinsurance Agreements. The Administrator shall have the authority and responsibility to manage and administer the Third-Party Reinsurance Agreements, including providing all reports and notices required with respect to the Third-Party Reinsurance Agreements to the reinsurers within the time required by the applicable Third-Party Reinsurance Agreement, drawing down and collecting any letters of credit or other collateral posted by such reinsurers, including but not limited to funds held in or under trust agreements provided by

reinsurers, and doing all other things necessary to comply with the terms and conditions of the Third-Party Reinsurance Agreements.

Section 9.2. Services to Policyholders. From and after the Effective Time, the Administrator shall provide all policyholder services in connection with the Insurance Policies.

Section 9.3. Agent Contracts; TPA Contracts. From and after the Effective Time, the Administrator shall have the responsibility to manage, administer and provide all services in connection with the Agent Contracts and the TPA Contracts.

Section 9.4. Guaranty Fund Assessments. From and after the Effective Time, the Administrator shall have the authority and responsibility to manage, contest, pay and/or settle any guaranty fund or similar assessment arising from the Insurance Policies.

Section 9.5. Other Services. Upon the request of the Company or upon written consent of the Company, which consent shall not be unreasonably withheld, delayed or conditioned, the Administrator shall provide such other administrative services as are necessary or appropriate to fully effectuate the purposes of the Reinsurance Agreement and this Agreement, including such services as are not performed for or on behalf of the Company by the Administrator on the date hereof but the need for which may arise due to changes or developments in Applicable Law.

ARTICLE X

BOOKS AND RECORDS

The Administrator shall assume responsibility for maintaining accurate and complete books and records of all transactions pertaining to the Insurance Policies, the Third-Party Reinsurance Agreements, the Agent Contracts, the TPA Contracts and otherwise with respect to the Liabilities and all data used by the Administrator in the performance of services required under this Agreement, including Claims files and any documents relating to Claims, any communications relating to any Insurance Policy, Third-Party Reinsurance Agreement, Agent Contract or TPA Contract, any communications with any Governmental Authority, complaint logs, billing and collection and accounting and reporting. Such books and records shall be separate from the books and records maintained by the Administrator for the Administrator's own business. The books and records with respect to each Insurance Policy shall be maintained for seven (7) years following the termination of coverage under such Insurance Policy or the time period required by Applicable Law, whichever is longer. Notwithstanding the foregoing, the Administrator agrees not to destroy or otherwise discard any such books or records unless (i) the Administrator provides the Company with 30 days' written notice of its intent to destroy or discard such books, records or papers and (ii) the Company does not request in writing to take possession of such books or records prior to the expiration of the 30 day notice period. On and after the Effective Time, the Company shall deliver or cause to be delivered to the Administrator all books and records reasonably requested by the Administrator to perform the Administrative Services to the extent such books and records are not already in the possession of the Administrator, provided, however, that all such books and records shall remain the property of the Company.

ARTICLE XI

ACCESS TO RECORDS

Each of the Administrator and the Company, or their duly authorized Representatives, shall have the right to inspect, examine, audit, and verify, at the offices of the other party during regular business hours, after giving five (5) Business Days' prior notice, for so long as this Agreement remains in effect or at any time thereafter, all books and records of the other party relating to the Insurance Policies.

ARTICLE XII

COOPERATION

Each party shall cooperate and use its reasonable best efforts in order that the duties assumed by the Administrator will be effectively, efficiently and promptly discharged. In furtherance of the foregoing, the Company shall deliver to the Administrator all documents and instruments reasonably requested by the Administrator in connection with the performance of the Administrative Services. Each party shall designate an authorized representative that will serve as the point of contact for consultation regarding matters arising under this Agreement. The initial point of contact for each party is as follows:

Administrator:

General Casualty Company of Wisconsin
One General Drive
Sun Prairie, Wisconsin 53596
Attention: _____
Email: _____

Company:

Blue Ridge Indemnity Company
c/o Fortegra Financial Corporation
10151 Deerwood Park Blvd.
Building 100, Suite 330
Jacksonville, Florida 32256
Attention: Chris Romaine, General Counsel
Email: cromaine@fortegra.com

Each party shall notify the other party of changes in the point of contact in accordance with the notice provisions set forth in Section 18.3 of this Agreement.

ARTICLE XIII

CONFIDENTIALITY, MAINTENANCE OF PRIVILEGE, AND PRIVACY

Section 13.1. Use of Confidential Information. The Company and the Administrator acknowledge that they will have access to confidential and proprietary information of or concerning the other party and its businesses, which information is not readily available to the public, and acknowledge that the Company and the Administrator have taken and will continue to take reasonable actions to ensure such information is not made available to the public. The Company and the Administrator further agree that they will not at any time (during the term of this Agreement or thereafter) disclose to any Person (except the Company or the Administrator and their respective Affiliates, and Representatives of the Company and the Administrator and

their respective Affiliates, who require such information in order to perform their duties in connection with the Administrative Services), directly or indirectly, or make any use of, for any purpose other than as contemplated by this Agreement, confidential information or trade secrets relating to the Administrative Services or the business affairs of the Company or the Administrator.

Section 13.2. Disclosure. The Administrator or the Company may disclose confidential information in the following circumstances (or as otherwise provided by the provisions of this Agreement):

(a) in response to a court order or formal discovery request, after notice to the other party (to the extent such notice is reasonably practicable); provided, however, that such disclosure shall be limited to the disclosure required by such court order or formal disclosure request;

(b) if a proper request is made by any Governmental Authority, after notice to the other party (to the extent such notice is reasonably practicable); provided, however, that such disclosure shall be limited to the disclosure required by such Governmental Authority; or

(c) as otherwise required by Applicable Law, after notice to the other party (to the extent such notice is reasonably practicable); provided, however, that such disclosure shall be limited to the disclosure required by such Applicable Law.

Section 13.3. Privilege. The parties acknowledge that in view of the reinsurance and administrative services arrangements between them, the parties have a common interest in the Claims, and, accordingly, the attorney-client privilege applicable to communications between a party and counsel regarding the Claims is shared with the other party, as are applicable work product and joint defense privileges.

Section 13.4. Privacy. The parties acknowledge nonpublic personally identifiable personal, financial and medical information about the Company's insureds, former insureds, insurance applicants and claimants may be disclosed between the Administrator and the Company during the course of, and as necessary for, the performance of the Administrative Services. Each of the Administrator and the Company agrees that it will maintain the confidentiality and privacy of such information and comply with Applicable Law concerning the maintenance of the privacy of such information. The Administrator and the Company will limit access to such information to those individuals that require access to such information in connection with the performance of the Administrative Services, and will not disclose such information to any third party except in accordance with the requirements of Applicable Law. Each of the Administrator and the Company shall defend, indemnify and hold the other harmless pursuant to Article XV for Losses arising out of or related to any improper access to the private information described herein.

ARTICLE XIV

CONSIDERATION FOR ADMINISTRATIVE SERVICES

Apart from the performance by the Company of its obligations under the Stock Purchase Agreement and the Reinsurance Agreement, there shall be no fee or other consideration due to the Administrator for performance of the Administrative Services under this Agreement; provided, however, that any expenses paid in advance by the Company prior to the date of Closing relating to the Company's business and the Administrative Services to be provided to the Company hereunder shall be assigned by the Company to the Administrator with the effect that the Administrator shall benefit from the Company's pre-payment of such expenses.

ARTICLE XV

INDEMNIFICATION

Section 15.1. Indemnification.

(a) As used in this Article XV, "**Loss**" means any and all direct liability, claim, loss, cost, damage or expense whatsoever (including reasonable attorneys' fees and expenses).

(b) The Administrator shall indemnify and hold harmless the Company and its Representatives and Affiliates (and the Representatives of such Affiliates of the Company) from any and all Losses actually incurred or suffered by any of them arising out of or caused by any (i) fraud, theft or embezzlement by the Administrator or any of its Representatives, Subcontractors, successors or assigns during the term of this Agreement, (ii) failure, either intentional or unintentional, by the Administrator to properly perform the Administrative Services or take the actions required by this Agreement, including the failure to properly process, evaluate and pay claims or to comply with disbursement requests in accordance with the terms of this Agreement, (iii) acts of gross negligence or willful misconduct committed by the Administrator or any of its Representatives, Subcontractors, successors or assigns during the term of this Agreement, or (iv) failure by the Administrator to comply with Applicable Law during the term of this Agreement; provided, however, that in the case of clauses (i), (ii), (iii) and (iv), any failure on the part of the Administrator or any of its Representatives, Subcontractors, successors or assigns caused by the action or inaction of the Company or any of its Representatives or Affiliates (or by the Representatives of any Affiliate of the Company) following the Effective Time will not be subject to indemnification under this Section 15.1(b).

(c) The Company shall indemnify and hold harmless the Administrator and its Representatives and Affiliates (and the Representatives of such Affiliates of the Administrator) from any and all Losses actually incurred or suffered by any of them arising out of or caused by any (i) fraud, theft or embezzlement by the Company or any of its Representatives, successors or assigns following the Effective Time, (ii) failure, either intentional or unintentional, by the Company to take the actions required by this Agreement, (iii) acts of gross negligence or willful misconduct committed by the Company or any of its Representatives, successors or assigns following the Effective Time, or (iv) failure by the Company to comply with Applicable Law following the Effective Time; provided, however, that in the case of clauses (i), (ii), (iii) and (iv),

any failure on the part of the Company or any of its Representatives, successors or assigns caused by the action or inaction of the Administrator or any of its Representatives, Subcontractors or Affiliates (or by the Representatives of any Affiliate of the Administrator), including when acting in the name or on behalf of the Company, will not be subject to indemnification under this Section 15.1(c).

Section 15.2. Indemnification Procedures.

(a) Each of the Company, on the one hand, and the Administrator, on the other hand, agrees to promptly notify the other if it believes that it has incurred or may incur Losses for which indemnification may be asserted under this Article XV (the "*Indemnification Claim*"). Such notice shall specify the circumstances of such asserted Indemnification Claim in reasonable detail, including, to the extent practicable, the specific dollar amount of the Damages. Failure to provide notice in accordance with this Section 15.2(a) shall not be deemed a waiver of the right of the party seeking indemnification (the "*Indemnitee*") other than to the extent that such failure materially prejudices the defense of the Indemnification Claim by the indemnifying party (the "*Indemnitor*").

(b) All Indemnification Claims arising out of or relating to Legal Proceedings and complaints, inquiries or proceedings by Governmental Authorities shall be handled in accordance with the provisions of Article V of this Agreement.

(c) For Indemnification Claims not subject to the provisions of Article V of this Agreement, the Indemnitor may assume and control the defense of the Indemnification Claim with counsel reasonably satisfactory to the Indemnitee and shall pay all costs of such defense. If the Indemnitor assumes the defense of any such Indemnification Claim, the Indemnitor shall take all steps necessary in the defense or settlement of such Indemnification Claim, and the Indemnitor's assumption of the defense of such Indemnification Claim shall conclusively establish the Indemnitee's right to indemnification hereunder in respect of such Indemnification Claim. The Indemnitee may associate, at its expense, in the defense of such Indemnification Claim, provided, however, that the Indemnitor shall direct and control the defense of such claim or litigation. The Indemnitor shall keep Indemnitee informed of the status of any such Indemnification Claims. The Indemnitor shall not settle or compromise any Indemnification Claim without the Indemnitee's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned, unless the sole relief provided is monetary damages that are paid in full by the Indemnitor.

(d) If the Indemnitor does not assume the defense of the Indemnification Claim, the Indemnitee may defend against such Indemnification Claim in such manner as it may deem appropriate. The Indemnitee shall keep the Indemnitor informed of the status of any such Indemnification Claims. The Indemnitee shall not settle or compromise any Indemnification Claim without the Indemnitor's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned.

Section 15.3. Cooperation. The parties shall cooperate with each other with respect to resolving any matter which has resulted or may result in an Indemnification Claim hereunder,

including by making commercially reasonable efforts to mitigate any Losses or potential Losses arising from such matter.

Section 15.4. No Duplication of Recovery. No Party shall make any indemnification payment with respect to any Losses hereunder to the extent that such indemnification payment would result in the duplication or double-counting of any indemnification or reinsurance payment made with respect to such Losses under the Reinsurance Agreement.

ARTICLE XVI

DURATION; TERMINATION

Section 16.1. Duration. This Agreement shall become effective as of the Effective Time and shall continue with respect to each Insurance Policy until no further Administrative Services in respect of such Insurance Policy, and each Third-Party Reinsurance Agreement, Agent Contract and TPA Contract as they pertain to any such Insurance Policy, are required, unless this Agreement is earlier terminated under Section 16.2.

Section 16.2. Termination.

(a) This Agreement may be terminated at any time upon the mutual written consent of the parties, which writing shall state the effective date and relevant terms of termination.

(b) In the event of a material breach of any of the terms and conditions of this Agreement by the Company, the Administrator may terminate this Agreement after written notice and a thirty (30) day right to cure time period. If the Company fails to cure by the end of the thirty-day period, then this Agreement shall terminate at the option of the Administrator; provided, however, that if such breach is not capable of being cured within such thirty-day period and the Company has commenced and diligently continued actions to cure such breach within such thirty-day period, the cure period shall be extended to 180 days, so long as the Company is making diligent efforts to cure such breach.

(c) In the event of a material breach of any of the conditions or provisions of this Agreement by the Administrator, the Company may terminate this Agreement after written notice and a thirty (30) day right to cure time period. If the Administrator fails to cure by the end of the thirty-day period then this Agreement shall terminate at the option of the Company; provided, however, that if such breach is not capable of being cured within such thirty-day period and the Administrator has commenced and diligently continued actions to cure such breach within such thirty-day period, the cure period shall be extended to 180 days, so long as the Administrator is making diligent efforts to cure such breach.

(d) The parties acknowledge that performance of each party's respective obligations hereunder depends on the performance of the other party under this Agreement. To the extent that a breach by either party of any of the provisions of this Agreement, or either party's failure to perform any of its obligations under this Agreement (the "*Dependent Party*"), is directly attributable to a breach by the other party, or the other party's failure to perform its obligations under this Agreement, then the Dependent Party shall not be held liable for such breach or failure under this Agreement to such extent.

Section 16.3. Appointment of Third-Party Administrator. In the event that this Agreement is terminated under Section 16.2(c), the Administrator shall select a third-party administrator to perform the Administrative Services required by this Agreement; provided, however, that the Administrator shall obtain the prior written consent of the Company to the selection of any such third-party administrator, which consent shall not be unreasonably withheld, conditioned or delayed. If the Administrator fails to select a third-party administrator pursuant to this Section 16.3, the Company shall select such third-party administrator. In either case, the Administrator shall pay all fees and charges imposed by the selected third-party administrator and shall bear all costs associated with the transition of the performance of the Administrative Services required under this Agreement to such third-party administrator. The Administrator shall cooperate fully in the transfer of the Administrative Services and the books and records maintained by the Administrator pursuant to this Agreement (or, where appropriate, copies thereof) to the third-party administrator selected pursuant to this Section 16.3 so that such third-party administrator will be able to perform the Administrative Services without interruption.

Section 16.4. Effect of Termination. Except as expressly provided in Section 16.3 above, unless otherwise agreed to by the parties, upon the termination of this Agreement, the Administrator's obligations to perform the Administrative Services hereunder shall terminate and Administrator shall provide Company with the books and records maintained by the Administrator pursuant to this Agreement (or, where appropriate, copies thereof). The Administrator shall be permitted to retain a copy of all such books and records at its option. The provisions of this Section 16.4 and the provisions of Article V (Regulatory and Legal Proceedings), Article X (Books and Records), Article XIII (Confidentiality, Maintenance of Privilege, and Privacy), Article XV (Indemnification), Article XVII (Dispute Resolution) and Article XVIII (Miscellaneous) shall survive any termination of this Agreement.

ARTICLE XVII

DISPUTE RESOLUTION

As a condition precedent to any right of action hereunder, any dispute arising out of the interpretation, performance or breach of this Agreement, including the formation or validity thereof, will be submitted for decision to a panel of three arbitrators; provided however, that both parties agree to try in good faith to settle any such dispute by non-binding mediation, before resorting to arbitration. Notice requesting arbitration will be in writing and sent certified or registered mail, return receipt requested, or by recognized overnight delivery service in accordance with Section 18.3 of this Agreement.

One arbitrator will be chosen by each party and the two arbitrators will, before instituting the hearing, choose an impartial umpire who will preside at the hearing. If either party fails to appoint its arbitrator within thirty (30) days after being requested to do so by the other party, the latter, after giving ten (10) days written notice in accordance with Section 18.3 of this Agreement of its intention to do so, may appoint the second arbitrator.

If the two arbitrators are unable to agree upon the umpire within thirty (30) days of their appointment, the parties shall jointly petition the Managing Director of ARIAS-US to select the

umpire in accordance with ARIAS-US procedures. To the extent they do not conflict with the terms of this provision or the procedures further established by the arbitration panel once appointed, the arbitration shall be conducted in accordance with the ARIAS-U.S. Neutral Panel Rules for the Resolution of U.S. Insurance and Reinsurance Disputes.

All arbitrators will be disinterested active or former executives of insurance or reinsurance companies or underwriters at Lloyd's, London with expertise or experience in the area being arbitrated.

Within thirty (30) days after notice of appointment of all arbitrators, the parties and the panel will meet and determine timely periods for briefs, discovery procedures and schedules for hearings. The panel will be relieved of all judicial formality and will not be bound by the strict rules of procedure and evidence. The arbitration will take place in New York, New York.

The parties intend this Article XVII to be enforceable in accordance with the Federal Arbitration Act, including any amendments to that Act which are subsequently adopted, notwithstanding any other choice of law provision set forth in this Agreement. In the event that either party refuses to submit to arbitration as required herein, the other party may request the United States Federal District Court for the Southern District of New York to compel arbitration in accordance with the Federal Arbitration Act. Both parties consent to the jurisdiction of such court to enforce this Article XVII and to confirm and enforce the performance of any award of the arbitrators.

The arbitrators shall decide by a majority of votes and their decision rendered in writing will be final and binding. The panel is empowered to grant interim relief as it may deem appropriate, including expedited injunctive and equitable relief. Prior to the appointment of all arbitrators, the parties may petition the United States Federal District Court for the Southern District of New York for emergency relief, including injunctive and equitable relief, to preserve the status quo.

The panel will make its decision considering the custom and practice of the applicable insurance and reinsurance business within sixty (60) days following the termination of the hearings. Judgment upon the award may be entered in any court having jurisdiction thereof.

Each party will bear the expense of its own arbitrator and will jointly and equally bear with the other party the cost of the umpire. The remaining costs of the arbitration will be allocated by the panel. The panel may, at its discretion, award such further costs and expenses as it considers appropriate, including but not limited to attorneys' fees, to the extent permitted by Applicable Law.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

Section 18.1. Insurance Licenses. The Company and the Administrator acknowledge and agree that, as of the Effective Time, the Company is licensed to conduct an insurance business on an admitted or authorized basis or as an approved, qualified or eligible excess and surplus lines carrier in each of the jurisdictions listed on **Exhibit A** hereto (collectively, the

“*Insurance Licenses*”). Except as otherwise consented to in writing by the Administrator, the Company agrees to maintain each of such Insurance Licenses in good standing and in full force and effect for so long as this Agreement remains in effect.

Section 18.2. Dollar References. All dollar references in this Agreement are to United States dollars (U.S. \$).

Section 18.3. Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given to a party upon receipt by such party at the following addresses (or at such other address for a party as shall be specified by like notice) delivered personally, sent by electronic mail or facsimile transmission (with electronic mail or sent confirmation received and facsimile followed by hard copy sent by mail (postage prepaid) or by overnight courier (charges prepaid)), sent by certified, registered or express mail (postage prepaid) or sent overnight by reputable express courier (charges prepaid):

If to the Company, to:

Blue Ridge Indemnity Company
c/o Fortegra Financial Corporation
10151 Deerwood Park Blvd.
Building 100, Suite 330
Jacksonville, Florida 32256
Attention: Chris Romaine, General Counsel
Email: cromaine@fortegra.com
Fax No.: (904) 354-452

with a copy to:

Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202
Attention: Ivan A. Colao, Esq.
Email: ivan.colao@hklaw.com
Fax No.: (904) 358-1872

If to the Administrator, to:

General Casualty Company of Wisconsin
One General Drive
Sun Prairie, Wisconsin 53596
Attention: Jennifer Vernon, Senior Vice President and Corporate General Counsel
Email: jennifer.vernon@us.qbe.com
Fax No.: (608) 837-2051

with a copy to:

Locke Lord LLP
Brookfield Place
200 Vesey Street, 20th Fl.
New York, NY 10281
Attention: Aileen C. Meehan
Email: aileen.meehan@lockelord.com
Fax No.: (866) 876-1394

Section 18.4. Independent Contractor. This Agreement is not a contract of employment and nothing contained herein shall be construed to create a joint venture, partnership, or employer/employee relationship between the Company and the Administrator or between the Company and any of the Administrator's employees. The Administrator and its employees shall not represent that they are employees of the Company, nor shall they in any manner hold themselves out to be employees of the Company. The Administrator is an independent contractor for all purposes and in all situations and shall be free, subject to the provisions of this Agreement, to exercise independent judgment and discretion as to the time, place and manner of its performance of the Administrative Services under this Agreement.

Section 18.5. Amendment, Modification and Waiver. This Agreement may not be amended, modified or waived except by an instrument or instruments in writing signed and delivered on behalf of each of the parties. The waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation by any party of the same or any other provision of this Agreement. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Applicable Law.

Section 18.6. Entire Agreement. This Agreement (including all exhibits hereto), together with the Stock Purchase Agreement and the Reinsurance Agreement, constitutes the entire agreement regarding the Administrative Services and supersedes all prior agreements and understandings regarding the Administrative Services, whether written or oral, among the parties with respect to the matters contemplated hereby.

Section 18.7. Errors and Omissions. Inadvertent delays, errors or omissions made in connection with this Agreement or any action hereunder shall not relieve either party from any liability which would have attached had such delay, error or omission not occurred. Any such error or omission must be rectified by the relevant party as soon as reasonably possible after discovery.

Section 18.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws).

Section 18.9. Severability. If any provision of this Agreement is finally determined to be contrary to Applicable Law in any jurisdiction, such provision shall not affect the validity or enforceability of any other provision of this Agreement or the enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such invalidity or unenforceability would cause any party hereto to lose the material benefit of its economic bargain, then the parties

agree to negotiate in good faith to amend this Agreement in order to restore such lost material benefit.

Section 18.10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or other means of electronic communication will be as effective as manual delivery of an executed counterpart.

Section 18.11. Third Party Beneficiaries. Except as specified in Article XV of this Agreement, nothing expressed or implied in this Agreement is intended to or shall confer upon any Person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 18.12. Binding; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns. Except as contemplated by Section 3.3 of this Agreement, neither this Agreement, nor any rights, interests or obligations hereunder, may be assigned by any party to this Agreement to any other Person without the prior written consent of the other party hereto, and any purported assignment made without such consent shall be null and void.

Section 18.13. Descriptive Headings. The descriptive Article and Section headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

Section 18.14. Use of Name. Except as otherwise set forth in this Agreement or otherwise necessary for performance of the Administrative Services, neither party shall use the name, trademark, service mark, logo or identification of the other party without the other party's prior written consent.

Section 18.15. Interpretation.

(a) When a reference is made in this Agreement to a Section or Article, such reference shall be to a Section or Article of this Agreement unless otherwise clearly indicated to the contrary. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement. The meaning assigned to each term used in this Agreement shall be equally applicable to both the singular and the plural forms of such term, and words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(b) The parties have participated jointly in the negotiation and drafting of this Agreement; consequently, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

Section 18.16. Conflicts. In the event that there is any conflict or inconsistency between the terms and conditions of this Agreement (including all exhibits attached hereto), on the one hand, and those of the Stock Purchase Agreement, on the other hand, the terms and conditions of this Agreement shall control and govern the rights and obligations of the parties.

Section 18.17. Agent Appointments. For so long as this Agreement remains in effect, the Company agrees not to terminate the appointment of any agent which, as of the Effective Time, is party to an Agent Contract without the prior written consent of the Administrator; provided, however, that in the event that the Company desires to terminate the appointment of an agent due to the failure by such agent to comply with Applicable Law, or for other good reason related to the performance of such agent, the consent of the Administrator to the termination of such agent shall not be unreasonably withheld, conditioned or delayed.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, each of the parties has caused this Administrative Services Agreement to be executed on its behalf by its duly authorized officer, all as of the date first written above, to be effective as of the Effective Time.

GENERAL CASUALTY COMPANY OF WISCONSIN

By: _____
Name:
Title:

BLUE RIDGE INDEMNITY COMPANY

By: _____
Name:
Title:

EXHIBIT A
INSURANCE LICENSES

Connecticut

Maryland

New York

Pennsylvania

Virginia

Wisconsin

LOSS PORTFOLIO TRANSFER AND QUOTA SHARE REINSURANCE AGREEMENT

DATED AS OF _____, 2017

BY AND BETWEEN

BLUE RIDGE INDEMNITY COMPANY,

AS CEDING COMPANY,

AND

GENERAL CASUALTY COMPANY OF WISCONSIN,

AS REINSURER

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LOSS PORTFOLIO TRANSFER AND QUOTA SHARE REINSURANCE AGREEMENT

THIS LOSS PORTFOLIO TRANSFER AND QUOTA SHARE REINSURANCE AGREEMENT (this "*Agreement*"), dated as of the [__ day of _____, 2017], to be effective as of 12:00:01 a.m. Eastern Time on April 1, 2017 (the "*Effective Time*"), is entered into by and between Blue Ridge Indemnity Company, a Wisconsin domestic stock insurance company (the "*Company*"), and General Casualty Company of Wisconsin, a Wisconsin domestic stock insurance company (the "*Reinsurer*").

RECITALS

WHEREAS, the Reinsurer and LOTS Intermediate Co., a Delaware corporation (the "*Buyer*"), have entered into that certain Stock Purchase Agreement, dated as of December 16, 2016 (the "*Stock Purchase Agreement*"), pursuant to which the Reinsurer has agreed to sell, and the Buyer has agreed to purchase, all of the issued and outstanding shares of the capital stock of the Company, upon the terms and subject to the conditions set forth therein; and

WHEREAS, as more particularly set forth herein, the Company and the Reinsurer wish to enter into a loss portfolio transfer arrangement and a one hundred percent (100%) quota share arrangement pursuant to which the Reinsurer will reinsure all of the Policy Liabilities (as defined in Article I below); and

WHEREAS, the execution and delivery of this Agreement by the parties hereto is a condition to the closing of the transactions contemplated by the Stock Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual and several promises and undertakings herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE I DEFINITIONS

The following terms shall have the respective meanings specified below throughout this Agreement.

"*Administrative Services Agreement*" has the meaning ascribed to such term in Article VII of this Agreement.

"*Affiliate*" (and, with a correlative meaning, "*Affiliated*") means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first Person. As used in this definition, "*control*" (including, with correlative meanings, "*controlled by*" and "*under common control with*") means the possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract, as trustee or executor, or otherwise).

"*Agreement*" has the meaning set forth in the preamble hereto.

“Annual Adjustment” has the meaning ascribed to such term in Section 11(c) of this Agreement.

“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, including any requirement or obligation imposed upon the Company pursuant to any Involuntary Mechanism.

“Business Day” means a day other than Saturday, Sunday, or any day on which the principal commercial banks located in the State of New York are authorized or obligated to close under Applicable Law.

“Buyer” has the meaning set forth in the recitals to this Agreement.

“Company” has the meaning set forth in the preamble hereto.

“Effective Time” has the meaning set forth in the preamble hereto.

“Estimated Loss Reserves” has the meaning set forth in Section 3(b) of this Agreement.

“Estimated Unearned Premium Reserves” has the meaning set forth in Section 4(b) of this Agreement.

“Federal Arbitration Act” means the Federal Arbitration Act (9 U.S.C. Section 1, et seq.).

“Governmental Authority” means any court, arbitrator, department, commission, board, bureau, agency, entity, instrumentality or other body, whether federal, state, local, foreign or other, including any insurance regulatory authority.

“Initial Transferred Assets” has the meaning ascribed to such term in Section 5(a) of this Agreement.

“Inuring Reinsurance” means all reinsurance agreements, treaties and contracts, including any renewals or extensions thereof, including, but not limited to, those reinsurance agreements listed on Exhibit A, to the extent such reinsurance agreements, treaties and contracts provide reinsurance coverage for the Policies.

“Involuntary Mechanisms” has the meaning ascribed to such term in Section 2(a) of this Agreement.

“Loss Reserves” means, as of any date of determination, the amount recorded on the books of the Company, without taking into account the reinsurance ceded to the Reinsurer hereunder, on account of its actual or potential obligations for unpaid Losses as of such date, including, without limitation, amounts for incurred but not reported Losses (“*IBNR*”), calculated consistent with the established actuarial practices applied by the Company in respect of the

Policies, but in all cases consistent with the reserve requirements, statutory accounting rules and actuarial principles applicable to the Company under Applicable Law as of the date at issue.

“Losses” means, regardless of whether incurred prior to or after the Effective Time, liabilities and obligations to make payments to policyholders, beneficiaries and/or other third party claimants under the Policies and all loss adjustment expenses and defense costs, including, without limitation, (i) all expenses incurred by or on behalf of the Company related to the investigation, appraisal, adjustment, litigation, defense or appeal of claims under or covered by the Policies and/or coverage actions under or covered by the Policies, (ii) all liabilities for consequential, exemplary, punitive or similar extra contractual damages, or for statutory or regulatory fines or penalties, or for any loss in excess of the limits arising under or covered by any Policy, and (iii) court costs accrued prior to final judgment, prejudgment interest or delayed damages and interest accrued after final judgment. Notwithstanding the foregoing, **“Losses”** shall not include any liabilities or obligations incurred by or on behalf of the Company as a result of any criminal (as determined by a court of competent jurisdiction, where such determination has become final and nonappealable), grossly negligent, willful and/or fraudulent act by the Company or any of its Affiliates or any of their respective officers, directors, employees or agents following the Effective Time.

“Outside Accountants” has the meaning ascribed to such term in Section 5(f) of this Agreement.

“Person” means any individual, corporation, partnership, firm, joint venture, association, joint-stock company, limited liability company, trust, unincorporated organization, governmental, judicial or regulatory body, business unit, division or other entity.

“Policy” and **“Policies”** have the meanings ascribed to such terms in Section 2(a) of this Agreement.

“Policy Liabilities” means, as of any date of determination, the liabilities reinsured by the Reinsurer hereunder, including, without limitation, all Loss Reserves, Losses and Unearned Premium Reserves, and any extra-contractual liabilities arising out of or in connection with the Policies.

“Post-Effective Time Assessments” has the meaning ascribed to such term in Section 11(a) of this Agreement.

“Premium(s)” means all gross written premium(s), considerations, deposits, premium adjustments, fees and similar amounts related to the Policies, less cancellation and return premiums.

“Premium Tax” means any Tax imposed by any state or local Governmental Authority, including any excise Tax, franchise Tax, Tax imposed on policies of fire insurance, retaliatory Tax imposed by a state on an out-of-state insurance company operating in its jurisdiction with the effect that the out-of-state insurance company is taxed within such jurisdiction in the same manner in which it is taxed in its home jurisdiction, and any other Tax which, in each case, is measured by or based upon Premiums.

“Premium Tax Credits” has the meaning ascribed to such term in Section 11(c) of this Agreement.

“Quarterly Reports” has the meaning ascribed to such term in Section 11(a) of this Agreement.

“Reinsurance Credit Event” has the meaning ascribed to such term in Section 6(c) of this Agreement.

“Reinsurer” has the meaning set forth in the preamble hereto.

“Representative” means, with respect to a particular Person, any director, officer, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants, financial advisors and third party administrators.

“Stock Purchase Agreement” has the meaning set forth in the recitals to this Agreement.

“Taxes” (or *“Tax”* as the context may require) 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, 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.

“Transfer Adjustment” means the difference between the amount of the Initial Transferred Assets and the amount of the Transferred Liabilities, as computed on basis of the final True Up Report.

“Transferred Liabilities” has the meaning ascribed to such term in Section 5(b) of this Agreement.

“True Up Report” has the meaning ascribed to such term in Section 5(b) of this Agreement.

“Unearned Acquisition Costs” means an amount equal to the actual out-of-pocket expenses, attributable solely to the unearned portion of Premiums paid or payable on the Policies as of the Effective Time, incurred by the Company for amounts paid or payable by, or on behalf of, the Company to persons who are not Affiliates of the Company to acquire the Policies, including all commissions and brokerage payments and any adjustments thereto and Taxes, surcharges and other similar amounts on Premiums required to be paid or collected by the Company or its producers or agents, in each case to the extent not paid or otherwise settled by the Reinsurer.

“Unearned In-Force Inuring Reinsurance Costs” means an amount equal to the unearned portion (calculated using the daily pro rata method) of any Premium or Premium deposit paid or payable by or on behalf of the Company for Inuring Reinsurance attributable to the Policies that shall not have been paid by the Reinsurer or one of its Affiliates.

“*Unearned Premium Reserves*” means as of any date the gross liability for the amount of collected Premium and receivables for uncollected Premium corresponding to the unexpired portion of all Policies as it pertains to the business reinsured hereunder and calculated using the daily pro rata method, prepared in accordance with statutory accounting practices, and subject to any applicable Premium, commission or brokerage adjustments prior to or after the Effective Time pursuant to the underlying terms and conditions of any Policy or agent or broker contract related thereto, which adjustments shall be accounted for and settled as between the parties as part of the quarterly reporting hereunder.

“*Unresolved Items*” has the meaning ascribed to such term in Section 5(f) of this Agreement.

ARTICLE II BUSINESS COVERED

(a) The reinsurance provided hereunder shall apply to (i) all treaties, policies, binders, slips or other contracts of insurance or assumed reinsurance issued or entered into by or on behalf of the Company prior to the Effective Time, (ii) all renewals, if any, of such policies, binders, slips or other contracts of insurance that are issued on or after the Effective Time, to the extent that such renewals are required by Applicable Law or under contractual commitments of the Company entered into prior to the Effective Time, and (iii) all policies, binders, slips or contracts of insurance that are required to be issued or accepted on or after the Effective Time by or on behalf of the Company as a result of assignments from Involuntary Mechanisms (as defined below) to the extent such assignments are directly attributable to the business described in (i) and (ii) above, and in the case of (i), (ii) and (iii) above, all whether or not subject to reinsurance coverage by Inuring Reinsurance (collectively, the “*Policies*” and individually, a “*Policy*”). For purposes of this Agreement, “*Involuntary Mechanisms*” means any assigned risk plan, Fair plan, board, bureau, or other government mandated program or underwriting facility to the extent that any such mechanism assigns to the Company the obligation to underwrite, on a mandatory basis, property and casualty business.

(b) The performance of the obligations of the parties under this Agreement shall be in accordance with a fiduciary standard of good faith and fair dealing.

ARTICLE III LOSS PORTFOLIO TRANSFER

(a) From and after the Effective Time, the Company hereby cedes, and the Reinsurer hereby assumes, one hundred percent (100%) of all Losses relating to any occurrence or series of occurrences arising out of any events taking place at or prior to the Effective Time.

(b) At or prior to the Effective Time, the Company shall remit to the Reinsurer an amount equal to _____ Dollars (\$ _____),¹ which amount represents the estimate of the Loss Reserves as of the Effective

¹ Reinsurer to insert dollar amount prior to the Closing.

Time (the "*Estimated Loss Reserves*"). Following the Effective Time, the amount paid to the Reinsurer in respect of the Loss Reserves as of the Effective Time shall be adjusted as provided in Article V hereof.

ARTICLE IV 100% QUOTA SHARE

(a) From and after the Effective Time, the Company hereby cedes, and the Reinsurer hereby assumes, one hundred percent (100%) of all Losses relating to any occurrence or series of occurrences arising out of any events taking place from and after the Effective Time.

(b) At or prior to the Effective Time, the Company shall remit to the Reinsurer an amount equal to _____ Dollars (\$ _____),² which amount represents the estimate of the Unearned Premium Reserves as of the Effective Time (the "*Estimated Unearned Premium Reserves*"). Following the Effective Time, the amount paid to the Reinsurer in respect of the Unearned Premium Reserves as of the Effective Time shall be adjusted as provided in Article V hereof.

(c) From and after the Effective Time, one hundred percent (100%) of all Premiums collected by or on behalf of the Company on account of the Policies shall be promptly remitted by the Company to the Reinsurer, in each case after deduction of a ceding commission equal to the Unearned Acquisition Costs and Unearned In-Force Inuring Reinsurance Costs on such Premium to the extent not previously deducted from the Unearned Premium Reserves; provided, that the Company shall report to the Reinsurer the amount of any such deduction and the basis therefor.

(d) The Reinsurer is authorized to collect and retain Premiums for the existing Policies from policyholders of the Company and may deposit such Premiums directly into one or more accounts designated by, and in the name of, the Reinsurer. To the extent any Premiums are collected directly by the Company, the Company shall so advise the Reinsurer and shall promptly remit them to the Reinsurer or deposit directly into an account (or accounts) designated by, and issued in the name of, the Reinsurer. The Reinsurer and the Company agree to maintain accounting and operational records and books in adequate detail so as to identify the specific Policies and policyholders of the Company with respect to all collected Premiums. Any Premiums collected by the Company pursuant to this Article IV shall be the sole and exclusive property of the Reinsurer and, notwithstanding Article XVI, shall not be subject to offset in any form by the Company.

(e) The Reinsurer shall timely pay any return Premium coming due under the Policies payable on or after the Effective Time or, if any such amounts are instead paid directly by the Company, the Reinsurer shall promptly reimburse the Company.

² Reinsurer to insert dollar amount prior to the Closing.

ARTICLE V TRUE UP

(a) Following the Effective Time, the amounts paid to the Reinsurer in respect of the Loss Reserves and the Unearned Premium Reserves as of the Effective Time shall be subject to adjustment pursuant to the provisions of this Article V. The sum of the amounts of the Estimated Loss Reserves and the Estimated Unearned Premium Reserves paid to the Reinsurer by the Company at or prior to the Effective Time is referred to herein as the “*Initial Transferred Assets*.”

(b) On or prior to May 16, 2017, the Reinsurer shall calculate the actual amount, considering the post-Effective Time information available to the parties, of the Loss Reserves and Unearned Premium Reserves as of the Effective Time (the “*Transferred Liabilities*”), and shall send to the Company its computation of the Transferred Liabilities, together with its work papers used to compute the same (the “*True Up Report*”).

(c) If within forty five (45) days following its receipt of the True Up Report, the Company does not dispute the True Up Report prepared by the Reinsurer, then the True Up Report shall be considered final for purposes of this Agreement and the Transfer Adjustment shall be computed based thereon.

(d) In the event the Company has any dispute with regard to the True Up Report delivered by the Reinsurer to the Company, such dispute shall be resolved in the manner described in this Article V. The Company shall notify the Reinsurer in writing of such dispute within forty five (45) days after the Company’s receipt of the True Up Report, which notice shall specify in reasonable detail the nature of the dispute.

(e) During the forty five (45) day period following the Reinsurer’s receipt of such notice, the parties shall attempt to resolve such dispute, and if the dispute is resolved within such forty five (45) day period, the True Up Report reflecting such resolution by the parties shall be final for purposes of this Agreement, and the Transfer Adjustment shall be computed based thereon.

(f) If, at the end of the forty five (45) day period specified in subsection (e) above, the parties shall have failed to reach a written agreement with respect to all or a portion of such dispute (those items that remain in dispute at the end of such period, the “*Unresolved Items*”), the Unresolved Items shall be referred to an accounting firm (the “*Outside Accountants*”) jointly selected by the Company’s accountants and the Reinsurer’s accountants for review and resolution of any and all matters (but only such matters) which remain in dispute. The Company and the Reinsurer shall instruct their respective accountants to select the Outside Accountants in good faith within ten (10) days. If the Company’s and the Reinsurer’s accountants shall not have agreed upon the Outside Accountants within such ten (10) day period, within an additional five (5) days, they shall each designate an accounting firm that has not performed work in the last two years for either the Company or the Reinsurer or any of their respective Affiliates and the Outside Accountants shall be selected by lot from those two accounting firms. If only one of the Company’s and the Reinsurer’s accountants shall so designate a name of an accounting firm for selection by lot, such accounting firm so designated shall be the Outside Accountants.

(g) Each party hereto agrees to execute, if requested by the Outside Accountants, a reasonable engagement letter. All fees and expenses relating to the work, if any, to be performed by the Outside Accountants shall be borne by the party to this Agreement (the Company or the Reinsurer) whose last written statement of the Unresolved Items submitted to the other party before the engagement of the Outside Accountants differs the most from the amount of the Unresolved Items as finally determined upon resolution of the Unresolved Items by the Outside Accountants. If both last written settlement offers differ equally, such cost will be borne half by the Company and half by the Reinsurer. The Outside Accountants shall act as an arbitrator to determine, based solely on the provisions of this Agreement and the presentations by the Company and the Reinsurer, or Representatives thereof, and not by independent review, only the resolution of the Unresolved Items. The Outside Accountants' resolution of the Unresolved Items, which for each of the Unresolved Items shall be within the range of values of the amount claimed by either party as to any of the Unresolved Items, shall be made within thirty (30) days of the submission of the Unresolved Items to the Outside Accountants, shall be set forth in a written statement delivered to the Company and the Reinsurer and shall be deemed to be mutually agreed upon by the Company and the Reinsurer for all purposes of this Agreement. Any changes to the True Up Report resulting from such resolution of the Unresolved Items shall be made, and such True Up Report as so modified shall be the final True Up Report, and the Transfer Adjustment reflected therein shall be deemed final.

(h) At all times prior to the final determination of the final True Up Report, the Reinsurer shall cooperate fully with the Company and the Company's Representatives, including by providing on a timely basis all information reasonably requested by the Company in connection with its review of the True Up Report.

(i) If, pursuant to the final True Up Report, the final amount of Transferred Liabilities is greater than the amount of Initial Transferred Assets, the Company shall pay the Transfer Adjustment to the Reinsurer. If, pursuant to the final True Up Report, the final amount of Transferred Liabilities is less than the amount of the Initial Transferred Assets, the Reinsurer shall pay the Transfer Adjustment to the Company. The party required to make payment of the Transfer Adjustment shall make such payment within two (2) Business Days after the determination of the final True Up Report by wire transfer of immediately available funds.

ARTICLE VI INURING REINSURANCE; CREDIT FOR REINSURANCE

(a) All Policy Liabilities reinsured hereunder, and any payments by the Reinsurer related thereto, shall be net of Inuring Reinsurance paid to or for the benefit of the Company on a timely basis in accordance with the terms of the underlying third-party reinsurance agreement; provided, that if any Inuring Reinsurance cannot be collected due to any criminal (as determined by a court of competent jurisdiction, where such determination has become final and nonappealable), grossly negligent, willful and/or fraudulent act or omission attributable to the Company or any of its Affiliates or any of their respective Representatives following the Effective Time, then the Reinsurer's obligations hereunder to make a payment with respect to a Policy Liability shall be reduced by the portion of any such Policy Liability that would otherwise be covered by Inuring Reinsurance but for such act or omission by any of such Persons following the Effective Time; provided, further, that if any Inuring Reinsurance is not paid on a timely

basis under the underlying third-party reinsurance agreement for a reason other than one of the reasons set forth in the immediately preceding proviso, then the Reinsurer shall pay to or for the benefit of the Company the full amount of the Policy Liability with no set-off or deduction for any reason whatsoever, including, without limitation, the failure to collect any Inuring Reinsurance underlying the Policy Liability.

(b) In the event the Reinsurer makes an indemnity payment on behalf of the Company directly to any policyholder, insured or third party pursuant to any Policy that satisfies, in full or in part, a Policy Liability, or other cost or expense under such Policy, such payment shall satisfy and extinguish any and all obligations of the Reinsurer hereunder to indemnify the Company for such Policy Liability, cost or expense to the extent of such payment. In no event shall the Reinsurer be obligated hereunder to indemnify with respect to any Policy Liability, cost or expense under a Policy for an amount in excess of such Policy Liability, cost or expense.

(c) The Reinsurer shall, at its own expense, take such steps as are reasonably requested by the Company to permit the Company to obtain full statutory financial statement credit for the reinsurance provided under this Agreement in accordance with the credit for reinsurance laws and regulations of the State of Wisconsin and/or the requirements of the Wisconsin Office of the Commissioner of Insurance throughout the entire term of this Agreement. Any event that results in the Company being unable to obtain full statutory financial statement credit for the reinsurance provided under this Agreement in the State of Wisconsin shall be referred to herein as a "**Reinsurance Credit Event**." The Reinsurer shall promptly notify the Company of any event or change or condition that is reasonably likely to result in a Reinsurance Credit Event. It is understood and agreed that any term or condition required by Applicable Law to be included in this Agreement in order for the Company to receive full statutory financial statement credit in the State of Wisconsin for the reinsurance provided under this Agreement shall be deemed to be incorporated into this Agreement. Further, the parties agree to amend this Agreement or enter into other agreements or execute additional documents as needed to comply with the credit for reinsurance laws and regulations of the State of Wisconsin and/or the requirements of the Wisconsin Office of the Commissioner of Insurance.

ARTICLE VII ADMINISTRATION

Concurrently with the execution of this Agreement, the Company and the Reinsurer are entering into an Administrative Services Agreement (the "**Administrative Services Agreement**") whereby the Reinsurer, in its capacity as administrator thereunder, will assume responsibility for the administration and servicing of all aspects of the Policies, including the adjustment of claims and the direct payment of claims.

ARTICLE VIII COMMENCEMENT AND TERMINATION

This Agreement shall become effective as of the Effective Time. The Reinsurer, in its capacity as administrator under the Administrative Services Agreement, will administer the Policies until all of the Policies have been completely run off. Accordingly, the parties agree that

this Agreement shall continue in accordance with its terms until all of the Policies have been completely run off.

ARTICLE IX AVAILABLE RECOVERIES

The Reinsurer shall have the sole benefit of all recoveries under all Inuring Reinsurance and other recoveries, including but not limited to salvage and subrogation relating to the Policies and any assets received by the Company in respect of the commutation of any Inuring Reinsurance. The Company shall not terminate, assign, or commute any Inuring Reinsurance without the express written consent of the Reinsurer, and the Company shall reasonably cooperate with the Reinsurer in pursuing any collections by the Reinsurer under any Inuring Reinsurance. The Company hereby appoints the Reinsurer as its attorney-in-fact with respect to all rights, duties, privileges and obligations of the Company in and to all Inuring Reinsurance, with full power and authority to act in the name, place and stead of the Company with respect to all Inuring Reinsurance.

ARTICLE X FOLLOW THE FORTUNES

The Reinsurer's liability shall attach as of the Effective Time and shall be subject in all respects to the same risks, terms, conditions, interpretations, waivers, modifications, alterations, and cancellations as the respective Policies, the true intent of this Agreement being that the Reinsurer shall follow the fortunes of the Company.

ARTICLE XI REPORTS

(a) Not later than forty five (45) days after the end of each calendar quarter beginning with the calendar quarter ended March 31, 2017, the Company shall notify the Reinsurer as to any assessments and similar charges assessed or payable with respect to the Policies during such calendar quarter (collectively, the "*Post-Effective Time Assessments*"). Not later than thirty (30) days after the end of each calendar quarter and forty-five (45) days after the end of each calendar year that this Agreement remains in effect, the Reinsurer shall furnish to the Company, in accordance with the terms of the Administrative Services Agreement, reports of transactions relating to the Policies during such calendar quarter including all Premiums received and an estimate of the Taxes due as a result of the receipt of such Premiums, in a form to be mutually agreed upon by the Company and the Reinsurer (the "*Quarterly Reports*"). The parties shall conduct quarterly settlements based upon the Quarterly Reports which shall set forth the amount due or to be due in a form, and containing such detail, as may be mutually agreed upon by the parties. The Reinsurer agrees to supply to the Company a copy of all supporting data used in preparing the Quarterly Reports.

(b) Each party shall pay or credit in cash or its equivalent to the other all net amounts for which it may be liable under the terms and conditions of this Agreement within thirty (30) days after receipt of each Quarterly Report.

(c) The Company shall provide to the Reinsurer the benefit of any *Post-Effective Time* Assessments which can be applied to reduce the Company's Tax liability ("*Premium Tax Credits*"). The Company shall provide to the Reinsurer by April 30 of each year a statement of the amount (the "*Annual Adjustment*") of (i) premium Taxes due with respect to Premiums collected during the prior calendar year to the extent that such premium Taxes constitute Policy Liabilities, less (ii) estimated premium Taxes paid by the Reinsurer to the Company with respect to such Premiums under the provisions of Sections 11(a) and 11(b) above, less (iii) Premium Tax Credits for the prior calendar year. By May 15 of each year, the Reinsurer shall pay to the Company the Annual Adjustment, if a positive amount, and the Company shall pay or credit to the Reinsurer the Annual Adjustment, if a negative amount.

(d) If the Company or the Reinsurer receives notice of, or otherwise becomes aware of, any inquiry, investigation, proceeding, from or at the direction of a Governmental Authority, or is served or threatened with a demand for litigation, arbitration, mediation or any other similar proceeding relating to the Policies, the Company or the Reinsurer, as applicable, shall promptly notify the other party thereof, whereupon the parties shall cooperate in good faith and use their respective commercially reasonable efforts to resolve such matter in a mutually satisfactory manner in light of all the relevant business, regulatory and legal facts and circumstances.

ARTICLE XII BOOKS AND RECORDS

To the extent not already in the possession of the Reinsurer, at the Reinsurer's request, the Company shall provide to the Reinsurer, at the Reinsurer's expense, copies of any books, records and papers relating to the Policies which are in the possession of the Company. The Reinsurer shall not destroy any books, records or papers relating to the Policies that are in the Reinsurer's possession for seven (7) years or the time period required by Applicable Law, whichever is longer. Notwithstanding the foregoing, the Reinsurer agrees not to destroy or otherwise discard any such books, records or papers unless (i) the Reinsurer provides the Company with 30 days' written notice of its intent to destroy or discard such books, records or papers and (ii) the Company does not request in writing to take possession of such books, records or papers prior to the expiration of the 30 day notice period.

ARTICLE XIII ACCESS TO RECORDS

Each of the Reinsurer and the Company, or their duly authorized Representatives, shall have the right to inspect, examine, audit, and verify, at the offices of the other party during regular business hours, after giving five (5) Business Days' prior notice, for so long as this Agreement remains in effect or at any time thereafter, all books, records and papers of the other party relating to the Policies.

ARTICLE XIV DISPUTE RESOLUTION

As a condition precedent to any right of action hereunder, other than as provided in Article V of this Agreement with respect to disputes concerning the True Up Report, any dispute

arising out of the interpretation, performance or breach of this Agreement, including the formation or validity thereof, will be submitted for decision to a panel of three arbitrators; provided, however, that both parties agree to try in good faith to settle any such dispute by non-binding mediation, before resorting to arbitration. Notice requesting arbitration will be in writing and sent certified or registered mail, return receipt requested, or by recognized overnight delivery service in accordance with Article XVII of this Agreement.

One arbitrator will be chosen by each party and the two arbitrators will, before instituting the hearing, choose an impartial umpire who will preside at the hearing. If either party fails to appoint its arbitrator within thirty (30) days after being requested to do so by the other party, the latter, after giving ten (10) days written notice in accordance with Article XVII of this Agreement of its intention to do so, may appoint the second arbitrator.

If the two arbitrators are unable to agree upon the umpire within thirty (30) days of their appointment, the parties shall jointly petition the Managing Director of ARIAS-US to select the umpire in accordance with ARIAS-US procedures. To the extent they do not conflict with the terms of this provision or the procedures further established by the arbitration panel once appointed, the arbitration shall be conducted in accordance with the ARIAS-U.S. Neutral Panel Rules for the Resolution of U.S. Insurance and Reinsurance Disputes.

All arbitrators will be disinterested active or former executives of insurance or reinsurance companies or underwriters at Lloyd's, London with expertise or experience in the area being arbitrated.

Within thirty (30) days after notice of appointment of all arbitrators, the parties and the panel will meet and determine timely periods for briefs, discovery procedures and schedules for hearings. The panel will be relieved of all judicial formality and will not be bound by the strict rules of procedure and evidence. The arbitration will take place in New York, New York.

The parties intend this Article XIV to be enforceable in accordance with the Federal Arbitration Act, including any amendments to that Act which are subsequently adopted, notwithstanding any other choice of law provision set forth in this Agreement. In the event that either party refuses to submit to arbitration as required herein, the other party may request the United States Federal District Court for the Southern District of New York to compel arbitration in accordance with the Federal Arbitration Act. Both parties consent to the jurisdiction of such court to enforce this Article XIV and to confirm and enforce the performance of any award of the arbitrators.

The arbitrators shall decide by a majority of votes and their decision rendered in writing will be final and binding. The panel is empowered to grant interim relief as it may deem appropriate, including expedited injunctive and equitable relief. Prior to the appointment of all arbitrators, the parties may petition the United States Federal District Court for the Southern District of New York for emergency relief, including injunctive and equitable relief, to preserve the status quo.

The panel will make its decision considering the custom and practice of the applicable insurance and reinsurance business within sixty (60) days following the termination of the hearings. Judgment upon the award may be entered in any court having jurisdiction thereof.

Each party will bear the expense of its own arbitrator and will jointly and equally bear with the other party the cost of the umpire. The remaining costs of the arbitration will be allocated by the panel. The panel may, at its discretion, award such further costs and expenses as it considers appropriate, including but not limited to attorneys' fees, to the extent permitted by Applicable Law.

Notwithstanding the foregoing, should the Company become subject to a delinquency proceeding under Chapter 645 of the Wisconsin Insurance Laws, this Article XIV shall be unenforceable and deemed deleted from this Agreement during the pendency of such proceeding unless the Company's receiver elects to accept arbitration.

ARTICLE XV INSOLVENCY PROVISIONS

In the event of the insolvency of the Company, payments due to the Company on all reinsurance made, ceded, renewed or otherwise becoming effective under this Agreement shall be payable by the Reinsurer directly to the Company or to its liquidator, receiver, or statutory successor on the basis of the liability of the Company under the Policies reinsured hereunder, without diminution because of the insolvency of the Company. It is agreed and understood, however, that (i) in the event of the insolvency of the Company, the Reinsurer shall be given written notice of the pendency of a claim against the Company on any Policy within a reasonable time after such claim is filed in the insolvency proceeding, and (ii) during the pendency of such claim the Reinsurer may investigate such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated any defenses which it may deem available to the Company or its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company as a result of the defense undertaken by the Reinsurer.

ARTICLE XVI OFFSET

Except as otherwise expressly provided in Article IV of this Agreement or elsewhere herein, each of the Reinsurer and the Company shall have, and may exercise at any time and from time to time, the right to offset any balance or balances due to the other party under the terms of this Agreement. However, in the event of the insolvency of any party hereto, offset shall only be allowed in accordance with the provisions of Applicable Law.

ARTICLE XVII MISCELLANEOUS

(a) This Agreement may not be amended, modified or waived except by an instrument or instruments in writing signed and delivered on behalf of each of the parties. The waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver

of any subsequent breach or violation by any party of the same or any other provision of this Agreement. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Applicable Law.

(b) This Agreement, together with the Stock Purchase Agreement and the Administrative Services Agreement, constitutes the entire agreement and supersedes all prior agreements and understandings, whether written or oral, among the parties with respect to the matters contemplated hereby. In the event that there is any conflict or inconsistency between the terms of this Agreement and the Stock Purchase Agreement, the terms and conditions of this Agreement shall control and govern the rights and obligations of the parties. In the event that there is any conflict or inconsistency between the terms of this Agreement and the Administrative Services Agreement, the terms and conditions of the Administrative Services Agreement shall control and govern the rights and obligations of the parties.

(c) All balances shall be paid by the parties in U.S. dollars.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws).

(e) If any provision of this Agreement is finally determined to be contrary to Applicable Law in any jurisdiction, such provision shall not affect the validity or enforceability of any other provision of this Agreement or the enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such invalidity or unenforceability would cause any party hereto to lose the material benefit of its economic bargain, then the parties agree to negotiate in good faith to amend this Agreement in order to restore such lost material benefit.

(f) This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns. Neither this Agreement, nor any rights, interests or obligations hereunder, may be assigned by any party to this Agreement to any other Person without the prior written consent of the other party hereto, and any purported assignment made without such consent shall be null and void.

(g) Nothing expressed or implied in this Agreement is intended to or shall confer upon any person or entity, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

(h) Inadvertent delays, errors or omissions made in connection with this Agreement or any action hereunder shall not relieve either party from any liability which would have attached had such delay, error or omission not occurred. Any such error or omission must be rectified by the relevant party as soon as reasonably possible after discovery.

(i) The Reinsurer shall not make any indemnification or reinsurance payment with respect to any Losses hereunder to the extent that such indemnification or reinsurance payment would result in the duplication or double-counting of any indemnification payment made with respect to such Losses under the Stock Purchase Agreement or the Administrative Services Agreement.

(j) All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given to a party upon receipt by such party at the following addresses (or at such other address for a party as shall be specified by like notice) delivered personally, sent by electronic mail or facsimile transmission (with electronic mail or sent confirmation received and facsimile followed by hard copy sent by mail (postage prepaid) or by overnight courier (charges prepaid)), sent by certified, registered or express mail (postage prepaid) or sent overnight by reputable express courier (charges prepaid):

If to the Company, to:

Blue Ridge Indemnity Company
c/o Fortegra Financial Corporation
10151 Deerwood Park Blvd.
Building 100, Suite 330
Jacksonville, Florida 32256
Attention: Chris Romaine, General Counsel
Email: cromaine@fortegra.com
Fax No.: (904) 354-452

with a copy to:

Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202
Attention: Ivan A. Colao, Esq.
Email: ivan.colao@hkllaw.com
Fax No.: (904) 358-1872

If to the Reinsurer, to:

General Casualty Company of Wisconsin
One General Drive
Sun Prairie, Wisconsin 53596
Attention: Jennifer Vernon, Senior Vice President and Corporate General Counsel
Email: jennifer.vernon@us.qbe.com
Fax No.: (608) 837-2051

with a copy to:

Locke Lord LLP
Brookfield Place
200 Vesey Street, 20th Fl
New York, NY 10281
Attention: Aileen C. Meehan
Email: aileen.meehan@lockelord.com
Fax No.: (866) 876-1394

(k) The descriptive Article and Section headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. When a reference is made in this Agreement to a Section or Article, such reference shall be to a Section or Article of this Agreement unless otherwise clearly indicated to the contrary. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement. The meaning assigned to each term used in this Agreement shall be equally applicable to both the singular and the plural forms of such term, and words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(l) The parties have participated jointly in the negotiation and drafting of this Agreement; consequently, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

(m) This Agreement shall become effective as of the Effective Time. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or other means of electronic communication will be as effective as manual delivery of an executed counterpart.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, each of the parties has caused this Loss Portfolio Transfer and Quota Share Reinsurance Agreement to be executed on its behalf by its duly authorized officer, all as of the date first written above, to be effective as of the Effective Time.

GENERAL CASUALTY COMPANY OF WISCONSIN

By: _____
Name:
Title:

BLUE RIDGE INDEMNITY COMPANY

By: _____
Name:
Title:

EXHIBIT A

Reinsurance Agreements

[list to be added]

EXHIBIT C

PURCHASE PRICE ALLOCATION

The Purchase Price and the liabilities of BRIC (plus other relevant items) shall be allocated among the assets of BRIC in accordance with their respective fair market values as follows:

<u>Asset Categories</u>	<u>Asset Class</u>	<u>Fair Market Value</u>
Cash and Cash Equivalents	I	Market Value on the Effective Date*
CDs, Stock, Securities	II	Market Value on the Effective Date*
Accounts Receivable and Notes Receivable	III	None
Inventory	IV	None
Furniture, Fixtures, Equipment	V	None
Patents, Trademarks and Other Tangible Property	VI	\$100,000 per Authorized State plus the adjusted book value on the Closing Date of any other Class VI assets*
Goodwill, Going Concern	VII	Balance*

*As determined according to a final determination of the items reported in the Purchase Price Adjustment Report. "Market Value" is defined in the Agreement.

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SCHEDULE 1.01
STATE DEPOSITS

Company	State	CU SIP	Contact	Account #	Description	Interest Rate	Maturity Date	PAR Value	Bi-Annual Interest
Blue Ridge Indemnity Company ("BRIC")	VA	912828F39	Wells Fargo	25889002	US Treasury Note	1.750%	09/30/19	550,000	4,812.00
Blue Ridge Indemnity Company	WI	912828J84	State of Wisconsin-US Bank	NA	US Treasury Note	1.375%	03/31/20	500,000	3,437.50

SCHEDULE 4.1(b)
STATE QUALIFICATIONS

Virginia

SCHEDULE 4.8(a)
CONTRACTS

Party	Contract Description	Note
SCA Appraisal Company	Master Service Agreement, effective January 26, 2015	BRIC not a party
Specialized Claims Synergy, LLC	Master Services Agreement, effective May 1, 2015	BRIC not a party
CCC Information Services, Inc.	Master License and Service Agreement, dated July 3, 2007, as amended	BRIC not a party
Safelite Solutions, LLC	Master Services Agreement, effective March 26, 2014	BRIC not a party
Lynx Services, LLC	Master Services Agreement, effective October 1, 2015	BRIC not a party
CoPart, Inc.	Percentage Incentive Program Agreement, dated December 15, 2013	BRIC not a party
NuGen IT Incorporated	Software Applications Services and Integration Agreement, dated March 1, 2012	BRIC not a party
Mitchell International, Inc.	Application Service Provider Agreement, dated July 1, 2015	BRIC not a party

No exception.

SCHEDULE 4.8(b)
REINSURANCE CONTRACTS

Treaty Name	Effective Date	Expiration or Termination Date	Participant
Clash	01.01.2009	12.31.2009	Hannover Rueck SE
Clash	01.01.2009	12.31.2009	Lloyd's Syndicate 2987
Clash	01.01.2009	12.31.2009	Lloyd's Syndicate 4472
Clash	01.01.2009	12.31.2009	Lloyd's Syndicate 1200
Clash	01.01.2011	12.31.2011	Hannover Rueck SE
Clash	01.01.2011	12.31.2011	Lloyd's Syndicate 2003
Clash	01.01.2011	12.31.2011	Lloyd's Syndicate 2987
Clash	01.01.2011	12.31.2011	Lloyd's Syndicate 4472
Clash	01.01.2012	12.31.2012	Hannover Rueck SE
Clash	01.01.2012	12.31.2012	Equator Reinsurances LTD
Clash	01.01.2012	12.31.2012	Odyssey Reinsurance Company
Clash	01.01.2012	12.31.2012	Lloyd's Syndicate 2003
Clash	01.01.2012	12.31.2012	Lloyd's Syndicate 2987
Clash	01.01.2012	12.31.2012	Lloyd's Syndicate 4472
Clash	01.01.2013	12.31.2013	National Ind. Co.
Clash	01.01.2013	12.31.2013	Hannover Rueck SE
Clash	01.01.2013	12.31.2013	Odyssey Reinsurance Company
Clash	01.01.2013	12.31.2013	Lloyd's Syndicate 2003
Clash	01.01.2013	12.31.2013	Lloyd's Syndicate 2987
Clash	01.01.2013	12.31.2013	Lloyd's Syndicate 4472
Clash	01.01.2014	12.31.2014	Equator Reinsurances LTD
Clash	01.01.2015	12.31.2015	Equator Reinsurances LTD

Treaty Name	Effective Date	Expiration or Termination Date	Participant
Clash	01.01.2016	12.31.2016	Equator Reinsurances LTD
General Casualty Liability XOL	01.01.2000	12.31.2000	Swiss Reins Amer Corp
General Casualty Liability XOL	01.01.2000	12.31.2000	Partner Re Co of the US
General Casualty Liability XOL	01.01.2000	12.31.2000	Winterthur Schweizerische Versges AG
General Casualty Liability XOL	01.01.2001	12.31.2001	Swiss Reins Amer Corp
General Casualty Liability XOL	01.01.2001	12.31.2001	Winterthur Schweizerische Versges AG
General Casualty Liability XOL	01.01.2001	12.31.2001	Partner Re Co of the US
General Casualty Liability XOL	01.01.2002	12.31.2002	Swiss Reins Amer Corp
General Casualty Liability XOL	01.01.2002	12.31.2002	Partner Re Co of the US
General Casualty Liability XOL	01.01.2002	12.31.2002	Winterthur Schweizerische Versges AG
General Casualty Liability XOL	01.01.2003	12.31.2003	Swiss Reins Amer Corp
General Casualty Liability XOL	01.01.2003	12.31.2003	Partner Re Co of the US
General Casualty Liability XOL	01.01.2003	12.31.2003	Winterthur Schweizerische Versges AG
General Casualty Liability XOL	01.01.2003	12.31.2003	Hannover Rueck SE
GLRC	01.01.2015	12.31.2015	National Ind Co
DLRC	01.01.2016	12.31.2016	Equator Reinsurances Ltd

SCHEDULE 4.8(c)
INTERCOMPANY CONTRACTS

1. Tax Sharing Agreement between QBE Investments (North America), Inc. and BRIC with an effective date of January 1, 2008.
2. Intercompany Cost Allocation and Management Services Agreement between and amongst certain Seller Affiliates, including BRIC, effective January 1, 2010.
3. Standard Investment Management Agreement dated June 17, 2010 between QBE Management Services Pty, Limited and certain Seller Affiliates, including BRIC, effective June 17, 2010, as amended. (Termination currently pending)
4. Global Investment Services Management Agreement, among affiliated QBE entities, including BRIC. (Entry into this agreement is pending regulatory approval for a January 1, 2017 effective date)
5. Multinational Cooperation Agreement, among Seller Affiliates, including BRIC, and affiliated entities QBE Insurance (Australia) Limited as well as the New Zealand Branch, QBE Underwriting Limited, QBE Insurance (Europe) Limited including the Danish, French, German, Italian, Spanish and Swedish branches, QBE Services, Inc., QBE Hongkong & Shanghai Insurance Limited, QBE Insurance (Singapore) Pte Ltd, QBE Chile Seguros Generales S.A., QBE de Mexico Compania de Seguros, S.A. de C.V., QBE Seguros S.A., QBE Seguros Colonial S.A., QBE Seguros La Buenos Aires S.A and affiliated reinsurer Equator Reinsurances Limited. (Entry into this agreement is pending regulatory approval for a January 1, 2017 effective date)
6. Multinational Client Centre Agreement, among Seller Affiliates, including BRIC, and QBE Group Services Pty LTD; QBE Americas, Inc., QBE Management Services Pty Limited, and QBE Management Services (UK) Limited. (Entry into this agreement is pending regulatory approval for a January 1, 2017 effective date)

SCHEDULE 4.9
INTERCOMPANY ACCOUNTS

Blue Ridge Indemnity Company
Intercompany Receivable/payable
As of September 30, 2016
(in U.S. Dollars)

General Casualty Company of Wisconsin	(7,185.19)
QBE Americas Inc.	(218.43)
QBE Insurance Corporation	68,088.60
Net receivable	60,684.98

SCHEDULE 4.13
BANK ACCOUNTS; LETTER OF CREDIT AND BONDS

BANK ACCOUNTS

FINANCIAL INSTITUTION NAME AND ADDRESS	ACCOUNT #	HOLDINGS
Citibank 3800 Citibank Center, Building B, 2nd Floor, Tampa, FL 33610	11769081	Cash
Citibank 3800 Citibank Center, Building B, 2nd Floor, Tampa, FL 33610	612286386	Securities

Authorized signatories for both accounts are: Joanna Colaneri, Wendall Stocker, Neil McDermott

LETTER OF CREDIT AND BONDS

None.

SCHEDULE 4.15
INSURANCE POLICIES

All of the following are in-force Insurance Policies. For each such in-force Insurance Policy, the named insured is QBE Holdings, Inc. and Blue Ridge Indemnity Company is covered thereunder, as QBE Holdings, Inc.'s subsidiary.

COVERAGE	AMOUNT INSURED	INSURER
EMPLOYMENT PRACTICES LIABILITY	\$10,000,000	National Union Fire Ins Co of Pitts, Pa (AIG)
FIDUCIARY LIABILITY	\$10,000,000	Illinois National Insurance Company (AIG)
1st Excess Blended Limit:	\$10,000,000	Axis Insurance Company
Underlying Limit: \$10,000,000		
2nd Excess Blended Limit:	\$10,000,000	St. Paul First & Marine Insurance Company (Travelers)
Underlying Limits: \$20,000,000		
3rd Excess Blended Limit:	\$10,000,000	Liberty Insurance Underwriters, Inc.
Underlying Limits: \$30,000,000		
Total Blended Limits:	\$40,000,000	
PROPERTY	\$175,000,000	QBE Specialty Insurance Company
WORKERS COMPENSATION		Vigilant Insurance Company (Chubb)
Coverage A - Workers Compensation	Statutory Limits	
Coverage B - Employers Liability	\$1,000,000	
> Bodily Injury by accident - each accident	\$1,000,000	
> Bodily Injury by disease - policy limit	\$1,000,000	
> Bodily Injury by accident - each employee	\$1,000,000	
Stop Gap Liability	\$1,000,000	
GENERAL LIABILITY		Federal Insurance Company

		(Chubb)
General Aggregate Limit:	\$2,000,000	
Products and Completed Operations	\$2,000,000	
Each Occurrence Limit	\$1,000,000	
Advertising Injury & Personal Injury Aggregate Limit	\$1,000,000	
Medical Expenses Limit	\$10,000	
Damage to Premises Rented to you Limit	\$1,000,000	
Premises/Operations: BI & PD - each event	\$50,000	
Advertising Injury & Personal Injury - each event:	\$50,000	
Employee Benefits E&O	\$1,000,000	
Combined Total Aggregate Limit	\$50,000,000	
AUTO LIABILITY		
		Federal Insurance Company (Chubb)
Combined Single Liability	\$1,000,000	
Auto Medical Payments	\$5,000	
Personal Injury Protection	Statutory	
Uninsured/Underinsured Motorists	\$1,000,000	
Physical Damage Coverage		
Comprehensive Deductible: \$1,000		
Collision Deductible: \$1,000		
AVIATION LIABILITY		
		Starr Aviation
Combined Single Limits	\$50,000,000	
Liability for Non-Owned Aircraft Physical Damage	\$1,000,000	
Deductible \$2,500 each occurrence		
Medical expense including crew	\$25,000 each person	
Personal Injury (each offense & in the aggregate)	\$25,000,000	
Aviation Premises Liability	\$50,000,000	
Baggage Liability	\$10,000 each person	
Excess Liability	\$50,000,000	Global Aerospace
Total Limits	\$100,000,000	
UMBRELLA LIABILITY		
		Federal Insurance Company

		(Chubb)
Each Occurrence Limit	\$10,000,000	
General Aggregate Limit	\$10,000,000	
Products-Completed Operations Aggregate Limit	\$10,000,000	
General Liability		
\$1,000,000 Each Occurrence		
\$2,000,000 General Aggregate		
\$2,000,000 Products-Completed Ops Aggregate		
Auto Liability	\$1,000,000 Combined Single Limit	Federal Insurance Company (Chubb)
Employer Liability:		Vigilant Insurance Company
\$1,000,000 Bodily Injury Each Accident		
\$1,000,000 Bodily Injury by Disease - Each Employee		
\$1,000,000 Bodily Injury by Disease - Policy Aggregate		
Employee Benefits Liability		Federal Insurance Company (Chubb)
\$1,000,000 Each Claim		
\$2,000,000 Aggregate		
INTERNATIONAL PACKAGE		
General Liability Coverage Part		Ace American Insurance Company (Ace)
General Aggregate Limit	\$2,000,000	
Products/Completed Operations Aggregate Limit	N/A	
Each Occurrence Limit	\$1,000,000	
Advertising Injury & Personal Injury Aggregate Limit	\$1,000,000	
Damage to Premises Rented to You Limit	\$1,000,000	
Medical Expense Limit	\$25,000	
Employee Benefits Liability (each claim and in the aggregate)	\$1,000,000	
Contingent Auto Liability	\$1,000,000	
Hired Auto Physical Damage - any one accident/any one policy period	\$50,000	

Auto - Medical Payments	\$50,000	
Employers Responsibility Coverage Part		
Benefits for Voluntary Compensation		
North Americans: State of Hire		
Third Country Nationals: Country of Origin		
Local Nationals: Country of Origin		
Executive Assistance Services (Medical Assistance)	\$1,000,000	
Employers Liability		
Bodily Injury by Accident (each accident)	\$1,000,000	
Bodily Injury by Disease (each disease including endemic disease) - each employee	\$1,000,000	
Bodily Injury by Disease (each disease including endemic disease) - policy limit	\$1,000,000	
Accidental Death & Dismemberment & Medical Expense Coverage Part		
Coverage A: Accidental Death and Dismemberment	\$50,000	
Coverage B: Medical Expense	\$1,500,000	
Schedule of Benefits:		
Maximum for Dental Treatment (injury only)	\$1,000	
Maximum for Emergency Medical Treatment of pregnancy	\$2,000	
Maximum for Ambulance service per occurrence	\$250	
Deductible per Covered Accident or Sickness	\$50	
Coinsurance Rate	100% of covered expenses	
Maximum Benefit Period	1 year from date of covered accident/sickness	
Daily Intensive Care Unit Benefit	\$800	
Daily Hospital Benefit	\$400	
Corporate Kidnap & Extortion Coverage Part		

Extortion/Ransom Monies Payment	\$250,000	
In-Transit Extortion/Ransom Monies Loss	\$250,000	
Expenses	\$250,000	
Legal Costs	\$250,000	
Medical, Death or Dismemberment (each life - sublimit)	\$10,000	
Medical, Death or Dismemberment (each incident - sublimit)	\$100,000	
Incident Response	\$250,000	
Storage Tank Liability Insurance		Ace American Insurance Company (Ace)
Policy Aggregate	\$6,000,000	
Per Storage Tank Incident (Claims & Remediation Costs)	\$1,000,000	
Aggregate Limit (Claims and Remediation Costs) for all Storage Tank Incidents	\$4,000,000	
Aggregate Limit for all Legal Defense Expenses for all Storage Tank Incidents	\$2,000,000	

SCHEDULE 4.17
INSURANCE LICENSES

Blue Ridge Indemnity Company is licensed in the following states:

- Connecticut
- Maryland
- New York
- Pennsylvania
- Virginia
- Wisconsin

SCHEDULE 4.21
SELLER APPROVALS

Approval from the Wisconsin Department of Insurance is required.

SCHEDULE 4.22(f)
TAXES

There is a Tax Sharing Agreement to which BRIC is a party (Tax Sharing Agreement between QBE Investments (North America), Inc. and BRIC with an effective date of January 1, 2008). The Tax Sharing Agreement shall terminate upon Closing.

SCHEDULE 4.23
INTELLECTUAL PROPERTY

Neither Seller nor BRIC has registered the trademark “Blue Ridge Indemnity Company” or any derivative portion thereof with the United States Patent and Trademark Office. Aside and apart from use of the name “Blue Ridge Indemnity Company” in the marketplace prior to the Closing Effective Time and registration of Blue Ridge Indemnity Company with the Wisconsin Department of Insurance prior to the Closing Effective Time, Seller claims no ownership to the name “Blue Ridge Indemnity Company”.

SCHEDULE 4.27
DIRECTORS AND OFFICERS

Directors

Bazaar, Harvey J.
Glossman, Diane
James, Bob
Johnston, Russ
Kronenberg, William
Langione, John
Metcalf, Marc G.
Tate, Truett

Officers

Johnston, Russ	Chief Executive Officer
James, Bob	President, Chief Operating Officer
Franzetti, Dan	Chief Claims Officer
Gonzalez, Jose	Chief Legal Officer, Corporate Secretary
Langione, John	Chief Risk Officer
Oates, Leigh	Chief Actuary
Patel, Shruti	Chief Human Resources Officer
Cantin, Mark	Executive Vice President
Grange, Jeff	Executive Vice President
Zortman, Kathleen	Executive Vice President
Cacchione, Tony	Senior Vice President
Colaneri, Joanna	Senior Vice President
Curran, Matt	Senior Vice President
Cyran, Andrew	Senior Vice President
Giardiello, Greg	Senior Vice President, Divisional Controller
Gransbury, Steve	Senior Vice President
Haggerty, James	Senior Vice President
Halsey, Brett	Senior Vice President
Letourneau, Eric	Senior Vice President
Ridings, Roger	Senior Vice President
Stanton, Michelle	Senior Vice President
Stocker, Wendall	Senior Vice President
Svoboda, John	Senior Vice President
Valinotti, Charles	Senior Vice President
Vernon, Jennifer	Senior Vice President, General Counsel, Assistant Corporate Secretary
Walter, Barry	Senior Vice President
Albright, Larry	Vice President

Bayer, Wayne	Vice President
Buchanan, Steve	Vice President
Donelson, Norm	Vice President
Ek, Stephanie	Vice President
Hartwick, Gerard	Vice President
Kiger, Janet	Vice President
McDermott, Neil	Vice President
Policastro, Joe	Vice President
Reilly, John	Vice President
Roewer, Ron	Vice President
Sheehan, Denise	Vice President
Swenson, Shelley	Vice President
Walsh, Brian	Vice President
Klatt, Darnyl	Assistant Vice President
Burnett, Jodie	Assistant Corporate Secretary

SCHEDULE 4.28(a)
INSURANCE POLICIES ISSUED BY BRIC

State	Policy Number	Effective Date	Expiration Date		State	Policy Number	Effective Date	Expiration Date	
					NY	MA3622323	06/06/16	12/06/16	
NY	MA3621965	06/01/16	12/01/16		NY	MA3622358	06/07/16	12/07/16	
NY	MA3621969	06/01/16	12/01/16		NY	MA3622359	06/07/16	12/07/16	
NY	MA3621975	06/01/16	12/01/16		NY	MA3622374	06/07/16	12/07/16	
NY	MA3621976	06/01/16	12/01/16		NY	MA3622375	06/07/16	12/07/16	
NY	MA3621980	06/01/16	12/01/16		NY	MA3622365	06/07/16	12/07/16	
NY	MA3832602	06/01/16	12/01/16		NY	MA3622361	06/07/16	12/07/16	
NY	MA3621983	06/01/16	12/01/16		NY	MA3622413	06/08/16	12/08/16	
NY	MA3621984	06/01/16	12/01/16		NY	MA3973012	06/08/16	12/08/16	
NY	MA3621986	06/01/16	12/01/16		NY	MA3625175	06/08/16	12/08/16	
NY	MA3621988	06/01/16	12/01/16		NY	MA3884613	06/08/16	12/08/16	
NY	MA3622000	06/01/16	12/01/16		NY	MA3622531	06/09/16	12/09/16	
NY	MA3622002	06/01/16	12/01/16		NY	MA3622542	06/09/16	12/09/16	
NY	MA3622015	06/01/16	12/01/16		NY	MA3622550	06/09/16	12/09/16	
NY	MA3622027	06/01/16	12/01/16		NY	MA3622551	06/09/16	12/09/16	
NY	MA3621995	06/01/16	12/01/16		NY	MA3973001	06/09/16	12/09/16	
NY	MA3622148	06/02/16	12/02/16		NY	MA3622582	06/09/16	12/09/16	
NY	MA3622180	06/02/16	12/02/16		NY	MA3622504	06/10/16	12/10/16	
NY	MA3639796	06/02/16	12/02/16		NY	MA3971912	06/10/16	12/10/16	
NY	MA3934181	06/02/16	12/02/16		NY	MA3622533	06/10/16	12/10/16	
NY	MA3622199	06/02/16	12/02/16		NY	MA3622535	06/10/16	12/10/16	
NY	MA3622203	06/02/16	12/02/16		NY	MA3622543	06/11/16	12/11/16	
NY	MA3622265	06/02/16	12/02/16		NY	MA3622561	06/11/16	12/11/16	
NY	MA3622051	06/03/16	12/03/16		NY	MA3622596	06/11/16	12/11/16	
NY	MA3622183	06/03/16	12/03/16		NY	MA3622650	06/12/16	12/12/16	
NY	MA3622201	06/03/16	12/03/16		NY	MA3622653	06/12/16	12/12/16	
NY	MA3622251	06/03/16	12/03/16		NY	MA3622667	06/12/16	12/12/16	
NY	MA3622117	06/04/16	12/04/16		NY	MA3622681	06/12/16	12/12/16	
NY	MA3622156	06/04/16	12/04/16		NY	MA3622709	06/13/16	12/13/16	
NY	MA3622178	06/04/16	12/04/16		NY	MA3622715	06/13/16	12/13/16	
NY	MA3967037	06/04/16	12/04/16		NY	MA3622725	06/13/16	12/13/16	
NY	MA3622159	06/04/16	12/04/16		NY	MA3622767	06/14/16	12/14/16	
NY	MA3622085	06/05/16	12/05/16		NY	MA3622777	06/14/16	12/14/16	
NY	MA3622112	06/05/16	12/05/16		NY	MA3622780	06/14/16	12/14/16	
NY	MA3622133	06/05/16	12/05/16		NY	MA3972066	06/14/16	12/14/16	
NY	MA3622198	06/05/16	12/05/16		NY	MA3622795	06/14/16	12/14/16	

State	Policy Number	Effective Date	Expiration Date		State	Policy Number	Effective Date	Expiration Date	
NY	MA3622205	06/05/16	12/05/16		NY	MA3622796	06/14/16	12/14/16	
NY	MA3622294	06/06/16	12/06/16		NY	MA3622802	06/14/16	12/14/16	
NY	MA3622302	06/06/16	12/06/16		NY	MA3622849	06/15/16	12/15/16	
NY	MA3622306	06/06/16	12/06/16		NY	MA3669524	06/15/16	12/15/16	
NY	MA3622312	06/06/16	12/06/16		NY	MA3622859	06/15/16	12/15/16	
NY	MA3942265	06/15/16	12/15/16		NY	MA3623421	06/26/16	12/26/16	
NY	MA3973293	06/15/16	12/15/16		NY	MA3623432	06/26/16	12/26/16	
NY	MA3622934	06/16/16	12/16/16		NY	MA3623446	06/26/16	12/26/16	
NY	MA3622968	06/16/16	12/16/16		NY	MA3623453	06/26/16	12/26/16	
NY	MA3622970	06/16/16	12/16/16		NY	MA3623454	06/26/16	12/26/16	
NY	MA3623024	06/16/16	12/16/16		NY	MA3707539	06/26/16	12/26/16	
NY	MA3623026	06/16/16	12/16/16		NY	MA3623555	06/28/16	12/28/16	
NY	MA3623071	06/17/16	12/17/16		NY	MA3623557	06/28/16	12/28/16	
NY	MA3622966	06/17/16	12/17/16		NY	MA3623558	06/28/16	12/28/16	
NY	MA3622967	06/18/16	12/18/16		NY	MA3651391	06/28/16	12/28/16	
NY	MA3622990	06/18/16	12/18/16		NY	MA3623562	06/28/16	12/28/16	
NY	MA3623007	06/18/16	12/18/16		NY	MA3623576	06/28/16	12/28/16	
NY	MA3892099	06/18/16	12/18/16		NY	MA3623593	06/29/16	12/29/16	
NY	MA3623080	06/19/16	12/19/16		NY	MA3623617	06/29/16	12/29/16	
NY	MA3623082	06/19/16	12/19/16		NY	MA3623619	06/29/16	12/29/16	
NY	MA3623094	06/19/16	12/19/16		NY	MA3623643	06/29/16	12/29/16	
NY	MA3677007	06/19/16	12/19/16		NY	MA3623621	06/29/16	12/29/16	
NY	MA3760588	06/19/16	12/19/16		NY	MA3623623	06/29/16	12/29/16	
NY	MA3623143	06/20/16	12/20/16		NY	MA3623625	06/29/16	12/29/16	
NY	MA3623151	06/20/16	12/20/16		NY	MA3935046	06/29/16	12/29/16	
NY	MA3623154	06/20/16	12/20/16		NY	MA3624301	06/30/16	12/30/16	
NY	MA3623159	06/20/16	12/20/16		NY	MA3624101	06/30/16	12/30/16	
NY	MA3623173	06/20/16	12/20/16		NY	MA3624106	06/30/16	12/30/16	
NY	MA3623155	06/20/16	12/20/16		NY	MA3624119	06/30/16	12/30/16	
NY	MA3623280	06/22/16	12/22/16		NY	MA3624122	06/30/16	12/30/16	
NY	MA3623285	06/22/16	12/22/16		NY	MA3624149	06/30/16	12/30/16	
NY	MA3623300	06/22/16	12/22/16		NY	MA3643178	06/30/16	12/30/16	
NY	MA3623301	06/22/16	12/22/16		NY	MA3624162	06/30/16	12/30/16	
NY	MA3623303	06/22/16	12/22/16		NY	MA3624163	06/30/16	12/30/16	
NY	MA3623290	06/22/16	12/22/16		NY	MA3854906	06/30/16	12/30/16	
NY	MA3623365	06/23/16	12/23/16		NY	MA3624166	06/30/16	12/30/16	
NY	MA3623381	06/23/16	12/23/16		NY	MA3624191	06/30/16	12/30/16	
NY	MA3623384	06/23/16	12/23/16		NY	MA3624195	06/30/16	12/30/16	
NY	MA3970126	06/23/16	12/23/16		NY	MA9100031	01/01/16	01/01/17	
NY	MA3623400	06/23/16	12/23/16		NY	MA3624092	07/01/16	01/01/17	

State	Policy Number	Effective Date	Expiration Date		State	Policy Number	Effective Date	Expiration Date	
NY	MA3623406	06/23/16	12/23/16		NY	MA3624109	07/01/16	01/01/17	
NY	MA3625202	06/23/16	12/23/16		NY	MA3885552	07/01/16	01/01/17	
NY	MA3623334	06/24/16	12/24/16		NY	MA3624139	07/01/16	01/01/17	
NY	MA3972094	06/24/16	12/24/16		NY	MA3624141	07/01/16	01/01/17	
NY	MA3623371	06/24/16	12/24/16		NY	MA3624147	07/01/16	01/01/17	
NY	MA3623372	06/24/16	12/24/16		NY	MA3624183	07/01/16	01/01/17	
NY	MA3623380	06/24/16	12/24/16		NY	MA3624197	07/01/16	01/01/17	
NY	MA3623375	06/25/16	12/25/16		NY	MA3624206	07/01/16	01/01/17	
NY	MA3624117	07/01/16	01/01/17		NY	MA3624605	07/08/16	01/08/17	
NY	MA3624255	07/02/16	01/02/17		NY	MA3624612	07/09/16	01/09/17	
NY	MA3624257	07/02/16	01/02/17		NY	MA3624692	07/10/16	01/10/17	
NY	MA3624258	07/02/16	01/02/17		NY	MA3624732	07/10/16	01/10/17	
NY	MA3624262	07/02/16	01/02/17		NY	MA3624705	07/10/16	01/10/17	
NY	MA3624270	07/02/16	01/02/17		NY	MA3624720	07/10/16	01/10/17	
NY	MA3624272	07/02/16	01/02/17		NY	MA3624738	07/10/16	01/10/17	
NY	MA3970138	07/02/16	01/02/17		NY	MA3624730	07/10/16	01/10/17	
NY	MA3624306	07/03/16	01/03/17		NY	MA3624739	07/10/16	01/10/17	
NY	MA3624307	07/03/16	01/03/17		NY	MA3635065	07/11/16	01/11/17	
NY	MA3624308	07/03/16	01/03/17		NY	MA3635069	07/11/16	01/11/17	
NY	MA3624333	07/03/16	01/03/17		NY	MA3635074	07/11/16	01/11/17	
NY	MA3624315	07/03/16	01/03/17		NY	MA3635127	07/11/16	01/11/17	
NY	MA3973038	07/03/16	01/03/17		NY	MA3635122	07/12/16	01/12/17	
NY	MA3970468	07/03/16	01/03/17		NY	MA3635123	07/12/16	01/12/17	
NY	MA3624350	07/04/16	01/04/17		NY	MA3635143	07/12/16	01/12/17	
NY	MA3624359	07/04/16	01/04/17		NY	MA3635131	07/12/16	01/12/17	
NY	MA3624389	07/04/16	01/04/17		NY	MA3635134	07/12/16	01/12/17	
NY	MA3624386	07/04/16	01/04/17		NY	MA3635138	07/12/16	01/12/17	
NY	MA3624379	07/04/16	01/04/17		NY	MA3926265	07/12/16	01/12/17	
NY	MA3624384	07/04/16	01/04/17		NY	MA3635215	07/13/16	01/13/17	
NY	MA3624370	07/04/16	01/04/17		NY	MA3635220	07/13/16	01/13/17	
NY	MA3973339	07/04/16	01/04/17		NY	MA3635472	07/13/16	01/13/17	
NY	MA3624392	07/05/16	01/05/17		NY	MA3635453	07/13/16	01/13/17	
NY	MA3638931	07/05/16	01/05/17		NY	MA3653180	07/13/16	01/13/17	
NY	MA3624416	07/05/16	01/05/17		NY	MA3922869	07/13/16	01/13/17	
NY	MA3624443	07/05/16	01/05/17		NY	MA3635263	07/13/16	01/13/17	
NY	MA3624421	07/05/16	01/05/17		NY	MA3635267	07/13/16	01/13/17	
NY	MA3624423	07/05/16	01/05/17		NY	MA3635284	07/13/16	01/13/17	
NY	MA3624428	07/05/16	01/05/17		NY	MA3635257	07/13/16	01/13/17	
NY	MA3624439	07/05/16	01/05/17		NY	MA3635245	07/14/16	01/14/17	
NY	MA3624529	07/06/16	01/06/17		NY	MA3940228	07/14/16	01/14/17	

State	Policy Number	Effective Date	Expiration Date		State	Policy Number	Effective Date	Expiration Date
NY	MA3643222	07/06/16	01/06/17		NY	MA3635269	07/14/16	01/14/17
NY	MA3624602	07/06/16	01/06/17		NY	MA3635161	07/15/16	01/15/17
NY	MA3624611	07/06/16	01/06/17		NY	MA3635195	07/15/16	01/15/17
NY	MA3624621	07/06/16	01/06/17		NY	MA3635197	07/15/16	01/15/17
NY	MA3624616	07/06/16	01/06/17		NY	MA3635217	07/15/16	01/15/17
NY	MA3624473	07/07/16	01/07/17		NY	MA3635221	07/15/16	01/15/17
NY	MA3922602	07/07/16	01/07/17		NY	MA3972138	07/15/16	01/15/17
NY	MA3624647	07/07/16	01/07/17		NY	MA3635265	07/15/16	01/15/17
NY	MA3884761	01/08/16	01/08/17		NY	MA3635321	07/16/16	01/16/17
NY	MA3624586	07/08/16	01/08/17		NY	MA3635326	07/16/16	01/16/17
NY	MA3624596	07/08/16	01/08/17		NY	MA3635334	07/16/16	01/16/17
NY	MA3635336	07/16/16	01/16/17		NY	MA3635713	07/23/16	01/23/17
NY	MA3635340	07/16/16	01/16/17		NY	MA3635714	07/23/16	01/23/17
NY	MA3635361	07/16/16	01/16/17		NY	MA3635759	07/24/16	01/24/17
NY	MA3635367	07/17/16	01/17/17		NY	MA3635766	07/24/16	01/24/17
NY	MA3635376	07/17/16	01/17/17		NY	MA3635770	07/24/16	01/24/17
NY	MA3635399	07/17/16	01/17/17		NY	MA3635772	07/24/16	01/24/17
NY	MA3826147	07/17/16	01/17/17		NY	MA3635787	07/24/16	01/24/17
NY	MA3923501	07/17/16	01/17/17		NY	MA3635789	07/24/16	01/24/17
NY	MA3635408	07/17/16	01/17/17		NY	MA3635752	07/24/16	01/24/17
NY	MA3635418	07/17/16	01/17/17		NY	MA3635805	07/25/16	01/25/17
NY	MA3635447	07/18/16	01/18/17		NY	MA3635806	07/25/16	01/25/17
NY	MA3635449	07/18/16	01/18/17		NY	MA3942402	07/25/16	01/25/17
NY	MA3635450	07/18/16	01/18/17		NY	MA3635811	07/25/16	01/25/17
NY	MA3635454	07/18/16	01/18/17		NY	MA3635813	07/25/16	01/25/17
NY	MA3635456	07/18/16	01/18/17		NY	MA3635856	07/26/16	01/26/17
NY	MA3635458	07/18/16	01/18/17		NY	MA3635858	07/26/16	01/26/17
NY	MA3635459	07/18/16	01/18/17		NY	MA3635878	07/26/16	01/26/17
NY	MA3635514	07/18/16	01/18/17		NY	MA3635862	07/26/16	01/26/17
NY	MA3635464	07/18/16	01/18/17		NY	MA3635863	07/26/16	01/26/17
NY	MA3635530	07/19/16	01/19/17		NY	MA3635864	07/26/16	01/26/17
NY	MA3682958	07/19/16	01/19/17		NY	MA3858760	07/26/16	01/26/17
NY	MA3635501	07/19/16	01/19/17		NY	MA3635892	07/27/16	01/27/17
NY	MA3635505	07/19/16	01/19/17		NY	MA3635935	07/27/16	01/27/17
NY	MA3635512	07/19/16	01/19/17		NY	MA3635948	07/27/16	01/27/17
NY	MA3635515	07/19/16	01/19/17		NY	MA3635958	07/27/16	01/27/17
NY	MA3635519	07/19/16	01/19/17		NY	MA3635964	07/27/16	01/27/17
NY	MA3858540	07/19/16	01/19/17		NY	MA3635986	07/27/16	01/27/17
NY	MA3635532	07/19/16	01/19/17		NY	MA3636011	07/27/16	01/27/17
NY	MA3635616	07/20/16	01/20/17		NY	MA3635983	07/28/16	01/28/17

State	Policy Number	Effective Date	Expiration Date		State	Policy Number	Effective Date	Expiration Date	
NY	MA3635610	07/21/16	01/21/17		NY	MA3635993	07/28/16	01/28/17	
NY	MA3635615	07/21/16	01/21/17		NY	MA3935070	07/28/16	01/28/17	
NY	MA3635626	07/21/16	01/21/17		NY	MA3635977	07/29/16	01/29/17	
NY	MA3635667	07/21/16	01/21/17		NY	MA3635994	07/29/16	01/29/17	
NY	MA3635541	07/22/16	01/22/17		NY	MA3968404	07/29/16	01/29/17	
NY	MA3635592	07/22/16	01/22/17		NY	MA3636073	07/29/16	01/29/17	
NY	MA3635595	07/22/16	01/22/17		NY	MA3636058	07/29/16	01/29/17	
NY	MA3635653	07/22/16	01/22/17		NY	MA3625293	07/29/16	01/29/17	
NY	MA3635692	07/23/16	01/23/17		NY	MA3636473	07/30/16	01/30/17	
NY	MA3651857	07/23/16	01/23/17		NY	MA3636481	07/30/16	01/30/17	
NY	MA3635698	07/23/16	01/23/17		NY	MA3636483	07/30/16	01/30/17	
NY	MA3635701	07/23/16	01/23/17		NY	MA3636530	07/31/16	01/31/17	
NY	MA3635706	07/23/16	01/23/17		NY	MA3636532	07/31/16	01/31/17	
NY	MA3635707	07/23/16	01/23/17		NY	MA3636540	07/31/16	01/31/17	
NY	MA3636614	08/01/16	02/01/17		NY	MA3637026	08/08/16	02/08/17	
NY	MA3636636	08/01/16	02/01/17		NY	MA3637045	08/08/16	02/08/17	
NY	MA3636638	08/01/16	02/01/17		NY	MA3637046	08/08/16	02/08/17	
NY	MA3636639	08/01/16	02/01/17		NY	MA3637047	08/08/16	02/08/17	
NY	MA3636640	08/01/16	02/01/17		NY	MA3637055	08/08/16	02/08/17	
NY	MA3636641	08/01/16	02/01/17		NY	MA3637028	08/09/16	02/09/17	
NY	MA3636643	08/01/16	02/01/17		NY	MA3637156	08/10/16	02/10/17	
NY	MA3636653	08/01/16	02/01/17		NY	MA3637162	08/10/16	02/10/17	
NY	MA3636654	08/01/16	02/01/17		NY	MA3974087	08/10/16	02/10/17	
NY	MA3636656	08/01/16	02/01/17		NY	MA3637229	08/10/16	02/10/17	
NY	MA3636659	08/01/16	02/01/17		NY	MA3637097	08/11/16	02/11/17	
NY	MA3636663	08/01/16	02/01/17		NY	MA3637159	08/11/16	02/11/17	
NY	MA3636669	08/01/16	02/01/17		NY	MA3637237	08/11/16	02/11/17	
NY	MA3625312	08/01/16	02/01/17		NY	MA3637177	08/11/16	02/11/17	
NY	MA3636743	08/02/16	02/02/17		NY	MA3637182	08/11/16	02/11/17	
NY	MA3636776	08/02/16	02/02/17		NY	MA3637202	08/11/16	02/11/17	
NY	MA3636795	08/02/16	02/02/17		NY	MA3637227	08/11/16	02/11/17	
NY	MA3636801	08/02/16	02/02/17		NY	MA3637168	08/11/16	02/11/17	
NY	MA3636755	08/02/16	02/02/17		NY	MA3637127	08/12/16	02/12/17	
NY	MA3636741	08/04/16	02/04/17		NY	MA3938270	08/12/16	02/12/17	
NY	MA3636794	08/04/16	02/04/17		NY	MA3941442	08/12/16	02/12/17	
NY	MA3636796	08/04/16	02/04/17		NY	MA3637209	08/12/16	02/12/17	
NY	MA3637211	08/04/16	02/04/17		NY	MA3637286	08/13/16	02/13/17	
NY	MA3636843	08/04/16	02/04/17		NY	MA3637296	08/13/16	02/13/17	
NY	MA3636775	08/05/16	02/05/17		NY	MA3637298	08/13/16	02/13/17	
NY	MA3926301	08/05/16	02/05/17		NY	MA3637303	08/13/16	02/13/17	

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NY	MA3636786	08/05/16	02/05/17		NY	MA3637347	08/14/16	02/14/17	
NY	MA3636836	08/05/16	02/05/17		NY	MA3637357	08/14/16	02/14/17	
NY	MA3636838	08/05/16	02/05/17		NY	MA3637358	08/14/16	02/14/17	
NY	MA3636893	08/06/16	02/06/17		NY	MA3637359	08/14/16	02/14/17	
NY	MA3636916	08/06/16	02/06/17		NY	MA3637364	08/14/16	02/14/17	
NY	MA3636894	08/06/16	02/06/17		NY	MA3637368	08/14/16	02/14/17	
NY	MA3636898	08/06/16	02/06/17		NY	MA3637379	08/14/16	02/14/17	
NY	MA3636900	08/06/16	02/06/17		NY	MA3637385	08/15/16	02/15/17	
NY	MA3636904	08/06/16	02/06/17		NY	MA3637425	08/15/16	02/15/17	
NY	MA3924055	08/06/16	02/06/17		NY	MA3637401	08/15/16	02/15/17	
NY	MA3636948	08/07/16	02/07/17		NY	MA3637402	08/15/16	02/15/17	
NY	MA3636954	08/07/16	02/07/17		NY	MA3637406	08/15/16	02/15/17	
NY	MA3636959	08/07/16	02/07/17		NY	MA3637407	08/15/16	02/15/17	
NY	MA3636963	08/07/16	02/07/17		NY	MA3637409	08/15/16	02/15/17	
NY	MA3636967	08/07/16	02/07/17		NY	MA3637457	08/16/16	02/16/17	
NY	MA3636972	08/07/16	02/07/17		NY	MA3637462	08/16/16	02/16/17	
NY	MA3637019	08/08/16	02/08/17		NY	MA3637468	08/16/16	02/16/17	
NY	MA3637548	08/17/16	02/17/17		NY	MA3637740	08/25/16	02/25/17	
NY	MA3637517	08/18/16	02/18/17		NY	MA3638022	08/25/16	02/25/17	
NY	MA3637535	08/18/16	02/18/17		NY	MA3637765	08/25/16	02/25/17	
NY	MA3637542	08/18/16	02/18/17		NY	MA3637775	08/25/16	02/25/17	
NY	MA3637545	08/18/16	02/18/17		NY	MA3637839	08/25/16	02/25/17	
NY	MA3637559	08/18/16	02/18/17		NY	MA3637865	08/25/16	02/25/17	
NY	MA3637567	08/18/16	02/18/17		NY	MA3637869	08/25/16	02/25/17	
NY	MA3637529	08/19/16	02/19/17		NY	MA3637883	08/25/16	02/25/17	
NY	MA3637610	08/20/16	02/20/17		NY	MA3637896	08/25/16	02/25/17	
NY	MA3637636	08/20/16	02/20/17		NY	MA3637997	08/25/16	02/25/17	
NY	MA3637641	08/20/16	02/20/17		NY	MA3935098	08/25/16	02/25/17	
NY	MA3637645	08/20/16	02/20/17		NY	MA3967097	08/25/16	02/25/17	
NY	MA3637659	08/20/16	02/20/17		NY	MA3637958	08/25/16	02/25/17	
NY	MA3637661	08/20/16	02/20/17		NY	MA3637854	08/25/16	02/25/17	
NY	MA3637606	08/20/16	02/20/17		NY	MA3484926	08/26/16	02/26/17	
NY	MA3637696	08/21/16	02/21/17		NY	MA3637889	08/26/16	02/26/17	
NY	MA3637707	08/21/16	02/21/17		NY	MA3638164	08/26/16	02/26/17	
NY	MA3637714	08/21/16	02/21/17		NY	MA3638014	08/26/16	02/26/17	
NY	MA3637739	08/22/16	02/22/17		NY	MA3637901	08/26/16	02/26/17	
NY	MA3637998	08/22/16	02/22/17		NY	MA3638039	08/27/16	02/27/17	
NY	MA3637882	08/22/16	02/22/17		NY	MA3638053	08/27/16	02/27/17	
NY	MA3637895	08/22/16	02/22/17		NY	MA3638061	08/27/16	02/27/17	
NY	MA3655506	08/22/16	02/22/17		NY	MA3638062	08/27/16	02/27/17	

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NY	MA3637915	08/22/16	02/22/17		NY	MA3638075	08/27/16	02/27/17	
NY	MA3637924	08/22/16	02/22/17		NY	MA3638088	08/27/16	02/27/17	
NY	MA3637934	08/22/16	02/22/17		NY	MA3638083	08/27/16	02/27/17	
NY	MA3637935	08/22/16	02/22/17		NY	MA3638226	08/28/16	02/28/17	
NY	MA3637853	08/22/16	02/22/17		NY	MA3638214	08/28/16	02/28/17	
NY	MA3637737	08/23/16	02/23/17		NY	MA3638148	08/28/16	02/28/17	
NY	MA3637835	08/23/16	02/23/17		NY	MA3638154	08/28/16	02/28/17	
NY	MA3637885	08/23/16	02/23/17		NY	MA3638155	08/28/16	02/28/17	
NY	MA3637894	08/23/16	02/23/17		NY	MA3638158	08/28/16	02/28/17	
NY	MA3637994	08/23/16	02/23/17		NY	MA3638159	08/28/16	02/28/17	
NY	MA3638211	08/23/16	02/23/17		NY	MA3638172	08/28/16	02/28/17	
NY	MA3637923	08/23/16	02/23/17		NY	MA3638173	08/28/16	02/28/17	
NY	MA3637928	08/23/16	02/23/17		NY	MA3638190	08/28/16	02/28/17	
NY	MA3637959	08/23/16	02/23/17		NY	MA3638191	08/28/16	02/28/17	
NY	MA3638007	08/23/16	02/23/17		NY	MA3638192	08/28/16	02/28/17	
NY	MA3637738	08/24/16	02/24/17		NY	MA3638204	08/28/16	02/28/17	
NY	MA3637881	08/24/16	02/24/17		NY	MA3638219	08/28/16	02/28/17	
NY	MA3637937	08/24/16	02/24/17		NY	MA3659963	09/01/16	03/01/17	
NY	MA3939634	08/24/16	02/24/17		NY	MA3577697	09/01/16	03/01/17	
NY	MA3637987	08/24/16	02/24/17		NY	MA3577701	09/01/16	03/01/17	
NY	MA3577723	09/01/16	03/01/17		NY	MA3727161	09/08/16	03/08/17	
NY	MA3577724	09/01/16	03/01/17		NY	MA3578159	09/08/16	03/08/17	
NY	MA3577726	09/01/16	03/01/17		NY	MA3578167	09/08/16	03/08/17	
NY	MA3577727	09/01/16	03/01/17		NY	MA3970835	09/08/16	03/08/17	
NY	MA3577728	09/01/16	03/01/17		NY	MA3578223	09/09/16	03/09/17	
NY	MA3577767	09/01/16	03/01/17		NY	MA3578203	09/09/16	03/09/17	
NY	MA3577732	09/01/16	03/01/17		NY	MA3638865	09/09/16	03/09/17	
NY	MA3829885	09/01/16	03/01/17		NY	MA3578238	09/09/16	03/09/17	
NY	MA3577744	09/01/16	03/01/17		NY	MA3638866	09/09/16	03/09/17	
NY	MA3577747	09/01/16	03/01/17		NY	MA3578265	09/09/16	03/09/17	
NY	MA3577772	09/01/16	03/01/17		NY	MA3578335	09/09/16	03/09/17	
NY	MA3577773	09/01/16	03/01/17		NY	MA3578257	09/10/16	03/10/17	
NY	MA3577867	09/02/16	03/02/17		NY	MA3578327	09/10/16	03/10/17	
NY	MA3577868	09/02/16	03/02/17		NY	MA3578241	09/11/16	03/11/17	
NY	MA3577871	09/02/16	03/02/17		NY	MA3578323	09/11/16	03/11/17	
NY	MA3638696	09/02/16	03/02/17		NY	MA3578264	09/11/16	03/11/17	
NY	MA3940940	09/02/16	03/02/17		NY	MA3578269	09/11/16	03/11/17	
NY	MA3577888	09/02/16	03/02/17		NY	MA3578271	09/11/16	03/11/17	
NY	MA3577928	09/02/16	03/02/17		NY	MA3578305	09/11/16	03/11/17	
NY	MA3577848	09/03/16	03/03/17		NY	MA3578353	09/12/16	03/12/17	

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NY	MA3577875	09/03/16	03/03/17		NY	MA3578366	09/12/16	03/12/17	
NY	MA3577894	09/03/16	03/03/17		NY	MA3578370	09/12/16	03/12/17	
NY	MA3970828	09/04/16	03/04/17		NY	MA3578375	09/12/16	03/12/17	
NY	MA3577898	09/04/16	03/04/17		NY	MA3578376	09/12/16	03/12/17	
NY	MA3577926	09/04/16	03/04/17		NY	MA3578392	09/12/16	03/12/17	
NY	MA3577969	09/05/16	03/05/17		NY	MA3578347	09/12/16	03/12/17	
NY	MA3638729	09/05/16	03/05/17		NY	MA3638904	09/12/16	03/12/17	
NY	MA3577982	09/05/16	03/05/17		NY	MA3578425	09/13/16	03/13/17	
NY	MA3578000	09/05/16	03/05/17		NY	MA3578438	09/13/16	03/13/17	
NY	MA3578006	09/05/16	03/05/17		NY	MA3578447	09/13/16	03/13/17	
NY	MA3578004	09/05/16	03/05/17		NY	MA3578473	09/14/16	03/14/17	
NY	MA3638776	09/06/16	03/06/17		NY	MA3578663	09/14/16	03/14/17	
NY	MA3578068	09/06/16	03/06/17		NY	MA3578492	09/14/16	03/14/17	
NY	MA3578045	09/06/16	03/06/17		NY	MA3578493	09/14/16	03/14/17	
NY	MA3578054	09/06/16	03/06/17		NY	MA3578501	09/14/16	03/14/17	
NY	MA3638796	09/06/16	03/06/17		NY	MA3578495	09/14/16	03/14/17	
NY	MA3578042	09/06/16	03/06/17		NY	MA3578518	09/15/16	03/15/17	
NY	MA3578076	09/07/16	03/07/17		NY	MA3578547	09/15/16	03/15/17	
NY	MA3578110	09/07/16	03/07/17		NY	MA3578548	09/15/16	03/15/17	
NY	MA3578102	09/07/16	03/07/17		NY	MA3639012	09/15/16	03/15/17	
NY	MA3578282	09/07/16	03/07/17		NY	MA3578582	09/15/16	03/15/17	
NY	MA3578126	09/08/16	03/08/17		NY	MA3939554	09/15/16	03/15/17	
NY	MA3638845	09/08/16	03/08/17		NY	MA3578668	09/16/16	03/16/17	
NY	MA3578676	09/16/16	03/16/17		NY	MA3579052	09/24/16	03/24/17	
NY	MA3639041	09/16/16	03/16/17		NY	MA3579069	09/24/16	03/24/17	
NY	MA3639044	09/16/16	03/16/17		NY	MA3579076	09/24/16	03/24/17	
NY	MA3646452	09/16/16	03/16/17		NY	MA3579088	09/24/16	03/24/17	
NY	MA3578696	09/16/16	03/16/17		NY	MA3579091	09/24/16	03/24/17	
NY	MA3578715	09/16/16	03/16/17		NY	MA3579092	09/24/16	03/24/17	
NY	MA3578685	09/17/16	03/17/17		NY	MA3579116	09/24/16	03/24/17	
NY	MA3578712	09/17/16	03/17/17		NY	MA3646649	09/24/16	03/24/17	
NY	MA3578739	09/17/16	03/17/17		NY	MA3646671	09/24/16	03/24/17	
NY	MA3578665	09/18/16	03/18/17		NY	MA3579131	09/24/16	03/24/17	
NY	MA3578675	09/18/16	03/18/17		NY	MA3579082	09/25/16	03/25/17	
NY	MA3578711	09/18/16	03/18/17		NY	MA3579102	09/25/16	03/25/17	
NY	MA3578796	09/19/16	03/19/17		NY	MA3579120	09/25/16	03/25/17	
NY	MA3578799	09/19/16	03/19/17		NY	MA3579127	09/25/16	03/25/17	
NY	MA3578800	09/19/16	03/19/17		NY	MA3579143	09/25/16	03/25/17	
NY	MA3939034	09/19/16	03/19/17		NY	MA3579202	09/26/16	03/26/17	
NY	MA3578806	09/19/16	03/19/17		NY	MA3579225	09/26/16	03/26/17	

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NY	MA3578807	09/19/16	03/19/17		NY	MA3579223	09/26/16	03/26/17	
NY	MA3578808	09/19/16	03/19/17		NY	MA3579298	09/27/16	03/27/17	
NY	MA3578809	09/19/16	03/19/17		NY	MA3579271	09/27/16	03/27/17	
NY	MA3966178	09/19/16	03/19/17		NY	MA3579272	09/27/16	03/27/17	
NY	MA3648963	09/20/16	03/20/17		NY	MA3970034	09/27/16	03/27/17	
NY	MA3578852	09/20/16	03/20/17		NY	MA3579289	09/27/16	03/27/17	
NY	MA3578853	09/20/16	03/20/17		NY	MA3609779	09/28/16	03/28/17	
NY	MA3578861	09/20/16	03/20/17		NY	MA3609785	09/28/16	03/28/17	
NY	MA3578864	09/20/16	03/20/17		NY	MA3609813	09/28/16	03/28/17	
NY	MA3578866	09/20/16	03/20/17		NY	MA3610519	09/29/16	03/29/17	
NY	MA3578870	09/20/16	03/20/17		NY	MA1083455	09/29/16	03/29/17	
NY	MA3578878	09/20/16	03/20/17		NY	MA3610576	09/29/16	03/29/17	
NY	MA3969829	09/21/16	03/21/17		NY	MA3610599	09/29/16	03/29/17	
NY	MA3578936	09/21/16	03/21/17		NY	MA3610587	09/30/16	03/30/17	
NY	MA3694104	09/21/16	03/21/17		NY	MA3610610	09/30/16	03/30/17	
NY	MA3627044	09/21/16	03/21/17		NY	MA3610676	09/30/16	03/30/17	
NY	MA3646551	09/21/16	03/21/17		NY	MA3610716	09/30/16	03/30/17	
NY	MA3578988	09/22/16	03/22/17		NY	MA3610722	09/30/16	03/30/17	
NY	MA3646604	09/22/16	03/22/17		NY	MA3610730	09/30/16	03/30/17	
NY	MA3579013	09/22/16	03/22/17		NY	MA3610766	09/30/16	03/30/17	
NY	MA3579103	09/23/16	03/23/17		NY	MA3610783	09/30/16	03/30/17	
NY	MA3579104	09/23/16	03/23/17		NY	MA3610520	10/01/16	04/01/17	
NY	MA3579129	09/23/16	03/23/17		NY	MA3610820	10/01/16	04/01/17	
NY	MA3646652	09/23/16	03/23/17		NY	MA3610580	10/01/16	04/01/17	
NY	MA3579176	09/23/16	03/23/17		NY	MA3610598	10/01/16	04/01/17	
NY	MA3579027	09/24/16	03/24/17		NY	MA3610606	10/01/16	04/01/17	
NY	MA3610630	10/01/16	04/01/17		NY	MA3860312	10/06/16	04/06/17	
NY	MA3610650	10/01/16	04/01/17		NY	MA3611029	10/06/16	04/06/17	
NY	MA3610651	10/01/16	04/01/17		NY	MA3611038	10/06/16	04/06/17	
NY	MA3610658	10/01/16	04/01/17		NY	MA3647011	10/06/16	04/06/17	
NY	MA3610660	10/01/16	04/01/17		NY	MA3647013	10/06/16	04/06/17	
NY	MA3610669	10/01/16	04/01/17		NY	MA3611130	10/07/16	04/07/17	
NY	MA3610670	10/01/16	04/01/17		NY	MA3611135	10/07/16	04/07/17	
NY	MA3610673	10/01/16	04/01/17		NY	MA3611198	10/07/16	04/07/17	
NY	MA3610677	10/01/16	04/01/17		NY	MA3647043	10/07/16	04/07/17	
NY	MA3610681	10/01/16	04/01/17		NY	MA3611133	10/08/16	04/08/17	
NY	MA3610683	10/01/16	04/01/17		NY	MA3611138	10/08/16	04/08/17	
NY	MA3610684	10/01/16	04/01/17		NY	MA3890636	10/08/16	04/08/17	
NY	MA3610686	10/01/16	04/01/17		NY	MA3611197	10/08/16	04/08/17	
NY	MA3610723	10/01/16	04/01/17		NY	MA3611279	10/08/16	04/08/17	

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NY	MA3610726	10/01/16	04/01/17		NY	MA3695351	10/08/16	04/08/17	
NY	MA3646866	10/01/16	04/01/17		NY	MA3611132	10/09/16	04/09/17	
NY	MA3610452	10/02/16	04/02/17		NY	MA3611166	10/09/16	04/09/17	
NY	MA3610531	10/02/16	04/02/17		NY	MA3611228	10/10/16	04/10/17	
NY	MA3610578	10/02/16	04/02/17		NY	MA3611230	10/10/16	04/10/17	
NY	MA3610609	10/02/16	04/02/17		NY	MA3611256	10/10/16	04/10/17	
NY	MA3610611	10/02/16	04/02/17		NY	MA3611257	10/10/16	04/10/17	
NY	MA3610671	10/02/16	04/02/17		NY	MA3935132	10/10/16	04/10/17	
NY	MA3610682	10/02/16	04/02/17		NY	MA3611262	10/10/16	04/10/17	
NY	MA3610714	10/02/16	04/02/17		NY	MA3611263	10/10/16	04/10/17	
NY	MA3610720	10/02/16	04/02/17		NY	MA3832783	10/10/16	04/10/17	
NY	MA3610619	10/02/16	04/02/17		NY	MA3625007	10/10/16	04/10/17	
NY	MA3610628	10/03/16	04/03/17		NY	MA3611345	10/11/16	04/11/17	
NY	MA3610802	10/03/16	04/03/17		NY	MA3611331	10/11/16	04/11/17	
NY	MA3610652	10/03/16	04/03/17		NY	MA3611332	10/11/16	04/11/17	
NY	MA3646932	10/03/16	04/03/17		NY	MA3611315	10/11/16	04/11/17	
NY	MA3610618	10/03/16	04/03/17		NY	MA3611384	10/12/16	04/12/17	
NY	MA3610884	10/04/16	04/04/17		NY	MA3611402	10/12/16	04/12/17	
NY	MA3610895	10/04/16	04/04/17		NY	MA3611413	10/12/16	04/12/17	
NY	MA3610900	10/04/16	04/04/17		NY	MA3611414	10/12/16	04/12/17	
NY	MA3970886	10/04/16	04/04/17		NY	MA3647134	10/12/16	04/12/17	
NY	MA3610904	10/04/16	04/04/17		NY	MA3647143	10/13/16	04/13/17	
NY	MA3610964	10/05/16	04/05/17		NY	MA3611456	10/13/16	04/13/17	
NY	MA3646990	10/05/16	04/05/17		NY	MA3611463	10/13/16	04/13/17	
NY	MA3610970	10/05/16	04/05/17		NY	MA3611464	10/13/16	04/13/17	
NY	MA3610990	10/06/16	04/06/17		NY	MA3611466	10/13/16	04/13/17	
NY	MA3611011	10/06/16	04/06/17		NY	MA3968922	10/13/16	04/13/17	
NY	MA3611021	10/06/16	04/06/17		NY	MA3611476	10/13/16	04/13/17	
NY	MA3611022	10/06/16	04/06/17		NY	MA3611478	10/13/16	04/13/17	
NY	MA3613095	10/30/16	04/30/17		NY	MA3969846	11/03/16	05/03/17	
NY	MA3613098	10/30/16	04/30/17		NY	MA3613498	11/03/16	05/03/17	
NY	MA3613104	10/30/16	04/30/17		NY	MA3613513	11/03/16	05/03/17	
NY	MA3613176	10/30/16	04/30/17		NY	MA3613514	11/03/16	05/03/17	
NY	MA3647551	10/30/16	04/30/17		NY	MA3613542	11/04/16	05/04/17	
NY	MA3613148	10/30/16	04/30/17		NY	MA3613615	11/05/16	05/05/17	
NY	MA3941886	10/30/16	04/30/17		NY	MA3613692	11/05/16	05/05/17	
NY	MA3613189	10/30/16	04/30/17		NY	MA3613526	11/05/16	05/05/17	
NY	MA3647573	10/30/16	04/30/17		NY	MA3613546	11/05/16	05/05/17	
NY	MA3647521	10/30/16	04/30/17		NY	MA3613911	11/06/16	05/06/17	
NY	MA3613203	11/01/16	05/01/17		NY	MA3613581	11/06/16	05/06/17	

State	Policy Number	Effective Date	Expiration Date		State	Policy Number	Effective Date	Expiration Date	
NY	MA3613271	11/01/16	05/01/17		NY	MA3613582	11/06/16	05/06/17	
NY	MA3613304	11/01/16	05/01/17		NY	MA3613611	11/06/16	05/06/17	
NY	MA3613311	11/01/16	05/01/17		NY	MA3613617	11/06/16	05/06/17	
NY	MA3613317	11/01/16	05/01/17		NY	MA3613631	11/06/16	05/06/17	
NY	MA3613376	11/01/16	05/01/17		NY	MA3613755	11/06/16	05/06/17	
NY	MA3613320	11/01/16	05/01/17		NY	MA3613681	11/06/16	05/06/17	
NY	MA3613215	11/01/16	05/01/17		NY	MA3613594	11/06/16	05/06/17	
NY	MA3613336	11/01/16	05/01/17		NY	MA3613662	11/06/16	05/06/17	
NY	MA3857388	11/01/16	05/01/17		NY	MA3613730	11/07/16	05/07/17	
NY	MA3613346	11/01/16	05/01/17		NY	MA3613767	11/07/16	05/07/17	
NY	MA3613357	11/01/16	05/01/17		NY	MA3613740	11/07/16	05/07/17	
NY	MA3613362	11/01/16	05/01/17		NY	MA3613742	11/07/16	05/07/17	
NY	MA3613365	11/01/16	05/01/17		NY	MA3613750	11/07/16	05/07/17	
NY	MA3613232	11/01/16	05/01/17		NY	MA3613752	11/07/16	05/07/17	
NY	MA3613382	11/01/16	05/01/17		NY	MA3613733	11/07/16	05/07/17	
NY	MA3613389	11/01/16	05/01/17		NY	MA3613777	11/08/16	05/08/17	
NY	MA3613287	11/01/16	05/01/17		NY	MA3613778	11/08/16	05/08/17	
NY	MA3613411	11/02/16	05/02/17		NY	MA3613796	11/08/16	05/08/17	
NY	MA3669549	11/02/16	05/02/17		NY	MA3613798	11/08/16	05/08/17	
NY	MA3613416	11/02/16	05/02/17		NY	MA3613807	11/08/16	05/08/17	
NY	MA3613418	11/02/16	05/02/17		NY	MA3613821	11/08/16	05/08/17	
NY	MA3613422	11/02/16	05/02/17		NY	MA3613812	11/08/16	05/08/17	
NY	MA3613429	11/02/16	05/02/17		NY	MA3620783	11/09/16	05/09/17	
NY	MA3613433	11/02/16	05/02/17		NY	MA3613866	11/09/16	05/09/17	
NY	MA3613446	11/02/16	05/02/17		NY	MA3613867	11/09/16	05/09/17	
NY	MA3625079	11/02/16	05/02/17		NY	MA3613874	11/09/16	05/09/17	
NY	MA3613425	11/02/16	05/02/17		NY	MA3613919	11/10/16	05/10/17	
NY	MA3613477	11/03/16	05/03/17		NY	MA3613939	11/10/16	05/10/17	
NY	MA3942146	11/03/16	05/03/17		NY	MA3613941	11/10/16	05/10/17	
NY	MA3613509	11/03/16	05/03/17		NY	MA3613947	11/10/16	05/10/17	
NY	MA3613490	11/03/16	05/03/17		NY	MA3613933	11/10/16	05/10/17	
NY	MA3614066	11/11/16	05/11/17		NY	MA3614489	11/18/16	05/18/17	
NY	MA3614074	11/11/16	05/11/17		NY	MA3614605	11/18/16	05/18/17	
NY	MA3614364	11/11/16	05/11/17		NY	MA3614581	11/19/16	05/19/17	
NY	MA3614034	11/12/16	05/12/17		NY	MA3614675	11/19/16	05/19/17	
NY	MA3614054	11/12/16	05/12/17		NY	MA3614609	11/19/16	05/19/17	
NY	MA3614056	11/12/16	05/12/17		NY	MA3614610	11/19/16	05/19/17	
NY	MA3614063	11/12/16	05/12/17		NY	MA3614612	11/19/16	05/19/17	
NY	MA3614123	11/12/16	05/12/17		NY	MA3614628	11/19/16	05/19/17	
NY	MA3614031	11/13/16	05/13/17		NY	MA3614640	11/19/16	05/19/17	

State	Policy Number	Effective Date	Expiration Date		State	Policy Number	Effective Date	Expiration Date	
NY	MA3614052	11/13/16	05/13/17		NY	MA3614642	11/19/16	05/19/17	
NY	MA3614102	11/13/16	05/13/17		NY	MA3641590	11/19/16	05/19/17	
NY	MA3614196	11/14/16	05/14/17		NY	MA3620816	11/19/16	05/19/17	
NY	MA3614201	11/14/16	05/14/17		NY	MA3614672	11/19/16	05/19/17	
NY	MA3614240	11/14/16	05/14/17		NY	MA3666686	11/19/16	05/19/17	
NY	MA3614212	11/14/16	05/14/17		NY	MA3614594	11/19/16	05/19/17	
NY	MA3614213	11/14/16	05/14/17		NY	MA3614590	11/20/16	05/20/17	
NY	MA3972959	11/14/16	05/14/17		NY	MA3614596	11/20/16	05/20/17	
NY	MA3614200	11/14/16	05/14/17		NY	MA3614618	11/20/16	05/20/17	
NY	MA3614222	11/14/16	05/14/17		NY	MA3614622	11/20/16	05/20/17	
NY	MA3623304	11/14/16	05/14/17		NY	MA3614626	11/20/16	05/20/17	
NY	MA3614194	11/14/16	05/14/17		NY	MA3614723	11/21/16	05/21/17	
NY	MA3614218	11/14/16	05/14/17		NY	MA3614727	11/21/16	05/21/17	
NY	MA3614219	11/14/16	05/14/17		NY	MA3614730	11/21/16	05/21/17	
NY	MA3614284	11/15/16	05/15/17		NY	MA3819906	11/21/16	05/21/17	
NY	MA3614298	11/15/16	05/15/17		NY	MA3614737	11/21/16	05/21/17	
NY	MA3614301	11/15/16	05/15/17		NY	MA3614740	11/21/16	05/21/17	
NY	MA3614309	11/15/16	05/15/17		NY	MA3614748	11/21/16	05/21/17	
NY	MA3614336	11/15/16	05/15/17		NY	MA3614719	11/21/16	05/21/17	
NY	MA3614311	11/15/16	05/15/17		NY	MA3620798	11/22/16	05/22/17	
NY	MA3614314	11/15/16	05/15/17		NY	MA3620805	11/22/16	05/22/17	
NY	MA3940617	11/15/16	05/15/17		NY	MA3620806	11/22/16	05/22/17	
NY	MA3972988	11/15/16	05/15/17		NY	MA3620811	11/22/16	05/22/17	
NY	MA3614333	11/15/16	05/15/17		NY	MA3620822	11/22/16	05/22/17	
NY	MA3614367	11/16/16	05/16/17		NY	MA3620787	11/22/16	05/22/17	
NY	MA3614396	11/16/16	05/16/17		NY	MA3620846	11/23/16	05/23/17	
NY	MA3614435	11/17/16	05/17/17		NY	MA3620855	11/23/16	05/23/17	
NY	MA3620848	11/17/16	05/17/17		NY	MA3620870	11/23/16	05/23/17	
NY	MA3614445	11/17/16	05/17/17		NY	MA3620908	11/24/16	05/24/17	
NY	MA3614466	11/17/16	05/17/17		NY	MA3620913	11/24/16	05/24/17	
NY	MA3614467	11/17/16	05/17/17		NY	MA3620926	11/24/16	05/24/17	
NY	MA3614451	11/17/16	05/17/17		NY	MA3620982	11/25/16	05/25/17	
NY	MA3614469	11/17/16	05/17/17		NY	MA3620988	11/25/16	05/25/17	
NY	MA3614443	11/17/16	05/17/17		NY	MA3621002	11/25/16	05/25/17	
NY	MA3621005	11/25/16	05/25/17						
NY	MA3621006	11/25/16	05/25/17						
NY	MA3621021	11/25/16	05/25/17						
NY	MA3621030	11/25/16	05/25/17						
NY	MA3621053	11/25/16	05/25/17						
NY	MA3621069	11/25/16	05/25/17						

State	Policy Number	Effective Date	Expiration Date		State	Policy Number	Effective Date	Expiration Date	
NY	MA3620996	11/26/16	05/26/17						
NY	MA3621013	11/26/16	05/26/17						
NY	MA3970400	11/26/16	05/26/17						
NY	MA3973279	11/27/16	05/27/17						
NY	MA3639525	11/27/16	05/27/17						
NY	MA3621032	11/27/16	05/27/17						
NY	MA3621076	11/27/16	05/27/17						
NY	MA3621107	11/28/16	05/28/17						
NY	MA3621112	11/28/16	05/28/17						
NY	MA3621115	11/28/16	05/28/17						
NY	MA3621116	11/28/16	05/28/17						
NY	MA3621132	11/28/16	05/28/17						
NY	MA3621137	11/28/16	05/28/17						
NY	MA3703782	11/29/16	05/29/17						
NY	MA3621177	11/29/16	05/29/17						
NY	MA3922053	11/29/16	05/29/17						
NY	MA3621182	11/29/16	05/29/17						
NY	MA3621191	11/29/16	05/29/17						
NY	MA3621870	11/30/16	05/30/17						
NY	MA3621873	11/30/16	05/30/17						
NY	MA3621883	11/30/16	05/30/17						
NY	MA3621887	11/30/16	05/30/17						
NY	MA3621888	11/30/16	05/30/17						
NY	MA3621902	11/30/16	05/30/17						
NY	MA3621914	11/30/16	05/30/17						
NY	MA3621910	11/30/16	05/30/17						
NY	MA3925053	06/18/16	06/18/17						
NY	MA3890393	06/22/16	06/22/17						
NY	MA3938524	06/29/16	06/29/17						
NY	MA3923296	08/27/16	08/27/17						

SCHEDULE 4.28(b)
INSURANCE RESERVES

								\$1,514,714.02	\$132,817.06
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Policy Number	Claim Number	Writing Company	DOL	Line of Business	State	Coverage Rollup	Coverage Rollup2	Sum of Loss Reserve	Sum of ALAE Reserve
A1562710	144848A	Blue Ridge Indemnity Company	5/18/2001	Auto	NY	PIP	PIP	\$833.55	\$0.00
A2968317	165212A	Blue Ridge Indemnity Company	12/1/2001	Auto	NY	PIP	PIP	\$7,553.14	\$0.00
MA3578447	906868B	Blue Ridge Indemnity Company	1/25/2007	Auto	NY	PIP	PIP	\$20,186.71	\$0.00
MA3578675	330103N	Blue Ridge Indemnity Company	9/15/2015	Auto	NY	Auto BI	Auto BI	\$12,500.00	\$0.00
MA3578809	421655N	Blue Ridge Indemnity Company	10/15/2016	Auto	NY	Auto PD	Auto PD	\$1,990.00	\$0.00
MA3578852	569374B	Blue Ridge Indemnity Company	10/28/2009	Auto	NY	PIP	PIP	\$5,095.01	\$0.00
MA3579129	414981N	Blue Ridge Indemnity Company	9/19/2016	Auto	NY	Auto PD	Auto PD	\$3,000.00	\$0.00
MA3579223	425188N	Blue Ridge Indemnity Company	8/9/2016	Auto	MD	Auto PD	Auto PD	\$1,990.00	\$0.00
MA3610660	249164N	Blue Ridge Indemnity Company	9/11/2014	Auto	NY	PIP	PIP	\$1,803.04	\$0.00
MA3610669	417908N	Blue Ridge Indemnity Company	10/3/2016	Auto	NY	PIP	PIP	\$5,000.00	\$0.00
MA3610670	406171N	Blue Ridge Indemnity Company	7/13/2016	Auto	NY	Auto PD	Auto PD	\$1,990.00	\$0.00
MA3610670	406171N	Blue Ridge Indemnity Company	7/13/2016	Auto	NY	Collision and Comp	Collision	\$1,940.00	\$0.00
MA3610676	386059N	Blue Ridge Indemnity Company	5/27/2016	Auto	NY	PIP	PIP	\$2,034.49	\$0.00
MA3610682	427449N	Blue Ridge Indemnity Company	11/7/2016	Auto	NY	Auto PD	Auto PD	\$1,990.00	\$0.00

Policy Number	Claim Number	Writing Company	DOL	Line of Business	State	Coverage Rollup	Coverage Rollup2	Sum of Loss Reserve	Sum of ALAE Reserve
MA3611197	366354N	Blue Ridge Indemnity Company	2/29/2016	Auto	FL	PIP	PIP	\$16,036.57	\$0.00
MA3611402	414097N	Blue Ridge Indemnity Company	9/13/2016	Auto	NY	Auto PD	Auto PD	\$1,990.00	\$0.00
MA3611470	135456N	Blue Ridge Indemnity Company	6/10/2013	Auto	NY	PIP	PIP	\$22,902.55	\$0.00
MA3611571	413074N	Blue Ridge Indemnity Company	9/11/2016	Auto	NY	PIP	PIP	\$10,000.00	\$0.00
MA3611778	418089N	Blue Ridge Indemnity Company	10/1/2016	Auto	NY	Auto PD	Auto PD	\$1,990.00	\$0.00
MA3611778	418559N	Blue Ridge Indemnity Company	8/17/2016	Auto	NY	Auto BI	Auto BI	\$2,888.00	\$0.00
MA3611970	415685N	Blue Ridge Indemnity Company	9/21/2016	Auto	NY	Auto PD	Auto PD	\$1,990.00	\$0.00
MA3613147	732275B	Blue Ridge Indemnity Company	7/12/2012	Auto	NY	Auto BI	Auto BI	\$150,000.00	\$9,853.40
MA3613190	716674B	Blue Ridge Indemnity Company	3/30/2012	Auto	NY	PIP	PIP	\$3,354.28	\$0.00
MA3613203	423992N	Blue Ridge Indemnity Company	8/26/2016	Auto	NY	Auto BI	Auto BI	\$2,888.00	\$0.00
MA3613418	313333N	Blue Ridge Indemnity Company	7/8/2015	Auto	NY	Auto BI	UIM/UM	\$15,000.00	\$0.00
MA3613418	313333N	Blue Ridge Indemnity Company	7/8/2015	Auto	NY	PIP	PIP	\$4,180.92	\$0.00
MA3613752	357419N	Blue Ridge Indemnity Company	1/16/2016	Auto	NY	PIP	PIP	\$3,429.50	\$0.00
MA3613778	420994N	Blue Ridge Indemnity Company	10/8/2016	Auto	VA	Collision and Comp	Comprehensive	\$840.00	\$0.00
MA3613874	334593N	Blue Ridge Indemnity Company	10/5/2015	Auto	NY	PIP	PIP	\$5,001.89	\$0.00
MA3620920	179453N	Blue Ridge Indemnity Company	12/2/2013	Auto	NY	Auto BI	Auto BI	\$45,000.00	\$0.00
MA3621032	421687N	Blue Ridge Indemnity Company	10/5/2016	Auto	NY	Auto PD	Auto PD	\$1,990.00	\$0.00

Policy Number	Claim Number	Writing Company	DOL	Line of Business	State	Coverage Rollup	Coverage Rollup2	Sum of Loss Reserve	Sum of ALAE Reserve
MA3621032	421687N	Blue Ridge Indemnity Company	10/5/2016	Auto	NY	Collision and Comp	Collision	\$1,940.00	\$0.00
MA3621069	426603N	Blue Ridge Indemnity Company	10/30/2016	Auto	NY	Auto Other	Rental Reimbursement	\$1,500.00	\$0.00
MA3621069	426603N	Blue Ridge Indemnity Company	10/30/2016	Auto	NY	Collision and Comp	Collision	\$1,940.00	\$0.00
MA3621983	330713N	Blue Ridge Indemnity Company	9/17/2015	Auto	NY	PIP	PIP	\$7,365.64	\$0.00
MA3622198	420302N	Blue Ridge Indemnity Company	10/10/2016	Auto	NY	PIP	PIP	\$5,000.00	\$0.00
MA3622509	160050N	Blue Ridge Indemnity Company	9/6/2013	Auto	NY	Auto BI	Auto BI	\$400,000.00	\$4,430.10
MA3623304	347494N	Blue Ridge Indemnity Company	11/20/2015	Auto	NY	PIP	PIP	\$7,322.89	\$0.00
MA3623315	368269N	Blue Ridge Indemnity Company	2/18/2016	Auto	NY	PIP	PIP	\$6,996.71	\$0.00
MA3623625	366500N	Blue Ridge Indemnity Company	2/26/2016	Auto	NY	PIP	PIP	\$4,601.21	\$0.00
MA3624183	415766N	Blue Ridge Indemnity Company	9/19/2016	Auto	PA	Auto PD	Auto PD	\$1,367.78	\$0.00
MA3624183	415766N	Blue Ridge Indemnity Company	9/19/2016	Auto	PA	Collision and Comp	Collision	\$1,940.00	\$0.00
MA3624596	346548N	Blue Ridge Indemnity Company	11/23/2015	Auto	NY	PIP	PIP	\$1,882.58	\$0.00
MA3624596	421659N	Blue Ridge Indemnity Company	8/17/2016	Auto	NY	Auto PD	Auto PD	\$1,990.00	\$0.00
MA3624596	421659N	Blue Ridge Indemnity Company	8/17/2016	Auto	NY	Collision and Comp	Collision	\$1,940.00	\$0.00
MA3624682	294992N	Blue Ridge Indemnity Company	4/19/2015	Auto	NJ	Auto BI	UIM/UM	\$50,000.00	\$0.00
MA3624682	294992N	Blue Ridge Indemnity Company	4/19/2015	Auto	NJ	PIP	PIP	\$12,717.36	\$0.00
MA3624694	707116B	Blue Ridge Indemnity Company	10/24/2011	Auto	NY	Auto BI	Auto BI	\$100,000.00	\$35,000.00

Policy Number	Claim Number	Writing Company	DOL	Line of Business	State	Coverage Rollup	Coverage Rollup2	Sum of Loss Reserve	Sum of ALAE Reserve
MA3627044	394763N	Blue Ridge Indemnity Company	6/30/2016	Auto	NY	PIP	PIP	\$6,990.21	\$0.00
MA3635257	423631N	Blue Ridge Indemnity Company	10/21/2016	Auto	NY	Auto Other	Rental Reimbursement	\$600.00	\$0.00
MA3635340	424096N	Blue Ridge Indemnity Company	10/25/2016	Auto	NY	Auto Other	Rental Reimbursement	\$1,200.00	\$0.00
MA3635340	424096N	Blue Ridge Indemnity Company	10/25/2016	Auto	NY	Auto PD	Auto PD	\$1,990.00	\$0.00
MA3635399	394768N	Blue Ridge Indemnity Company	6/30/2016	Auto	NY	PIP	PIP	\$2,238.89	\$0.00
MA3635459	387157N	Blue Ridge Indemnity Company	6/3/2016	Auto	NY	PIP	PIP	\$841.31	\$0.00
MA3635472	700754B	Blue Ridge Indemnity Company	12/8/2011	Auto	NY	Auto BI	Auto BI	\$4,000.00	\$19,267.41
MA3635505	732133B	Blue Ridge Indemnity Company	7/19/2012	Auto	NY	PIP	PIP	\$72,501.38	\$10,000.00
MA3635652	258345N	Blue Ridge Indemnity Company	10/21/2014	Auto	NY	Auto BI	UIM/UM	\$2,888.00	\$1.00
MA3635652	258345N	Blue Ridge Indemnity Company	10/21/2014	Auto	NY	PIP	PIP	\$1,894.61	\$0.00
MA3635858	420173N	Blue Ridge Indemnity Company	10/7/2016	Auto	NY	Auto Other	Rental Reimbursement	\$600.00	\$0.00
MA3635858	420173N	Blue Ridge Indemnity Company	10/7/2016	Auto	NY	Auto PD	Auto PD	\$1,990.00	\$0.00
MA3635892	387699N	Blue Ridge Indemnity Company	5/25/2016	Auto	NY	PIP	PIP	\$373.34	\$0.00
MA3635958	752657B	Blue Ridge Indemnity Company	1/13/2013	Auto	NY	Auto BI	Auto BI	\$2,000.00	\$13,087.16
MA3635965	372886N	Blue Ridge Indemnity Company	3/31/2016	Auto	NY	Auto BI	Auto BI	\$40,000.00	\$0.00
MA3635965	372886N	Blue Ridge Indemnity Company	3/31/2016	Auto	NY	PIP	PIP	\$20,000.00	\$0.00
MA3636073	410197N	Blue Ridge Indemnity Company	8/29/2016	Auto	NY	Auto PD	Auto PD	\$1,990.00	\$0.00

Policy Number	Claim Number	Writing Company	DOL	Line of Business	State	Coverage Rollup	Coverage Rollup2	Sum of Loss Reserve	Sum of ALAE Reserve
MA3636073	410197N	Blue Ridge Indemnity Company	8/29/2016	Auto	NY	PIP	PIP	\$8,239.17	\$0.00
MA3636481	398047N	Blue Ridge Indemnity Company	7/12/2016	Auto	NY	PIP	PIP	\$4,263.57	\$0.00
MA3636656	370534N	Blue Ridge Indemnity Company	3/18/2016	Auto	NY	PIP	PIP	\$4,655.90	\$0.00
MA3636656	408170N	Blue Ridge Indemnity Company	8/14/2016	Auto	NY	PIP	PIP	\$4,206.43	\$0.00
MA3637019	158172N	Blue Ridge Indemnity Company	9/2/2013	Auto	NY	Auto BI	Auto BI	\$60,000.00	\$10,000.00
MA3637045	406148N	Blue Ridge Indemnity Company	8/11/2016	Auto	NY	Auto PD	Auto PD	\$1,990.00	\$0.00
MA3637045	406148N	Blue Ridge Indemnity Company	8/11/2016	Auto	NY	PIP	PIP	\$1,523.26	\$0.00
MA3637162	236628N	Blue Ridge Indemnity Company	7/23/2014	Auto	NY	PIP	PIP	\$4,237.55	\$0.00
MA3637462	370522N	Blue Ridge Indemnity Company	3/18/2016	Auto	NY	PIP	PIP	\$4,633.97	\$0.00
MA3637567	571523B	Blue Ridge Indemnity Company	11/12/2009	Auto	NY	Auto BI	Auto BI	\$75,000.00	\$7,946.50
MA3637738	427374N	Blue Ridge Indemnity Company	11/4/2016	Auto	VA	Collision and Comp	Collision	\$1,940.00	\$0.00
MA3637785	823367B	Blue Ridge Indemnity Company	11/14/2005	Auto	NY	PIP	PIP	\$1,045.91	\$0.00
MA3637883	413961N	Blue Ridge Indemnity Company	12/2/2015	Auto	NY	Auto BI	UIM/UM	\$5,000.00	\$0.00
MA3638088	425560N	Blue Ridge Indemnity Company	10/15/2016	Auto	MD	Collision and Comp	Collision	\$1,940.00	\$0.00
MA3638148	368430N	Blue Ridge Indemnity Company	3/10/2016	Auto	NY	Auto BI	Auto BI	\$100,000.00	\$0.00
MA3638845	427181N	Blue Ridge Indemnity Company	11/5/2016	Auto	NY	Collision and Comp	Comprehensive	\$840.00	\$0.00
MA3638931	244931N	Blue Ridge Indemnity Company	8/27/2014	Auto	NY	Auto BI	Auto BI	\$10,000.00	\$23,231.49

Policy Number	Claim Number	Writing Company	DOL	Line of Business	State	Coverage Rollup	Coverage Rollup2	Sum of Loss Reserve	Sum of ALAE Reserve
MA3646932	426586N	Blue Ridge Indemnity Company	10/31/2016	Auto	NY	Collision and Comp	Collision	\$1,940.00	\$0.00
MA3647143	385168N	Blue Ridge Indemnity Company	5/25/2016	Auto	NY	Auto BI	UIM/UM	\$25,000.00	\$0.00
MA3647143	385168N	Blue Ridge Indemnity Company	5/25/2016	Auto	NY	PIP	PIP	\$46,087.70	\$0.00
MA3707539	383431N	Blue Ridge Indemnity Company	5/18/2016	Auto	NY	PIP	PIP	\$4,000.00	\$0.00
MA3819906	425154N	Blue Ridge Indemnity Company	10/27/2016	Auto	NY	Collision and Comp	Collision	\$1,940.00	\$0.00
MA3884761	408997N	Blue Ridge Indemnity Company	8/23/2016	Auto	NY	Collision and Comp	Collision	\$11,500.00	\$0.00
MA3884761	408997N	Blue Ridge Indemnity Company	8/23/2016	Auto	NY	PIP	PIP	\$5,000.00	\$0.00
MA3970010	200224N	Blue Ridge Indemnity Company	3/7/2014	Auto	FL	PIP	PIP	\$1,740.00	\$0.00
MA9100031	375571N	Blue Ridge Indemnity Company	1/1/2016	Auto	NY	Collision and Comp	Collision	\$1.00	\$0.00

SCHEDULE 5.5
BUYER APPROVALS

Approval from the Wisconsin Department of Insurance is required.

