

## REINSURANCE POOLING AGREEMENT

This Reinsurance Pooling Agreement (this “Agreement”), dated as of [ ], 2010 and effective as of 12:01 a.m., January 1, 2010 (the “Effective Time”), is by and among New London County Mutual Insurance Company (“NLCM”), Thames Insurance Company, Inc. (“Thames”), Hingham Mutual Fire Insurance Company (“Hingham”) and Danbury Insurance Company (“Danbury”) (collectively referred to as the “Pooled Companies” or individually as a “Pool Member”).

WHEREAS, NLCM and Thames are parties to a Reinsurance Pooling Agreement dated as of May 6, 2005, as amended (the “Existing NLCM Pooling Agreement”);

WHEREAS, Hingham and Danbury are parties to a Reinsurance (Pooling) Agreement dated as of January 1, 1999, as amended (the “Existing Hingham Pooling Agreement”);

WHEREAS, NLCM and Hingham have entered into an Affiliation Agreement, dated as of June 9, 2010 (the “Affiliation Agreement”), pursuant to which NLCM and Hingham have agreed to affiliate their operations and to do business as affiliated companies in accordance with the terms and conditions of the Affiliation Agreement;

WHEREAS, in connection with the closing of the transactions contemplated by the Affiliation Agreement (the “Closing”), Hingham and Danbury are, concurrently with the execution of this Agreement, commuting the Existing Hingham Pooling Agreement, and NLCM and Thames wish to amend and restate in its entirety herein the Existing NLCM Pooling Agreement to, among other things, add Hingham and Danbury as parties; and

WHEREAS, concurrent with the Closing, NLCM, Thames, Hingham and Danbury will enter into an Intercompany Services Agreement (the “Services Agreement”), pursuant to which, among other things, NLCM will perform certain services on behalf of the other Pool Members in respect of the business reinsured under this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements and covenants hereinafter set forth, NLCM, Thames, Hingham and Danbury hereby agree as follows:

#### **ARTICLE I-INTENT**

It is believed to be advantageous and advisable by all parties to combine or pool the insurance operations of the Pooled Companies, in the manner outlined in the provisions of this Agreement.

#### **ARTICLE II-CESSION AND ASSUMPTION TO NLCM; CESSION AND ASSUMPTION TO OTHER POOL MEMBERS**

(1) Thames, Hingham and Danbury each hereby agrees to cede and transfer to NLCM 100% of the Net Liabilities (defined below) of such Pool Member from and after 12:01 a.m. on January 1, 2010 in respect of all insurance policies written or assumed prior to such date and 100% of all Net Liabilities of such Pool Member arising out of new and renewal insurance policies written or assumed on or after January 1, 2010, and NLCM hereby agrees to reinsure and assume all such Net Liabilities. “Net Liabilities” for the purpose of this Agreement shall mean all direct insurance liabilities, whether or not reported, including, without limitation, liabilities for unpaid claims, unearned premiums and dividends to policyholders, plus reinsurance assumed, less reinsurance ceded (other than pursuant to this Agreement) except as may be otherwise excluded by written agreement of the parties hereto, but shall not include intercompany balances, and other liabilities not incurred in connection with underwriting operations. Net Liabilities shall include all extra contractual obligations and excess of policy limits losses incurred by any of the Pool Members.

(2) Coincident with its assumption of the Net Liabilities of the other Pool Members as set out in (1) above, NLCM agrees to cede, retrocede and transfer to each of Thames, Hingham and Danbury the fixed percentage for such Pool Member set forth in Attachment A (in the case of each Pool Member, the “Respective Percentage”) of the Net Liabilities of NLCM from and after 12:01 a.m. on January 1, 2010 in respect of all insurance policies written or assumed prior to such date (including the Net Liabilities assumed in (1) above) and the Respective Percentage of the Net Liabilities of NLCM arising out of new and renewal insurance

policies written or assumed on or after January 1, 2010 (collectively, the “Pooled Business”). NLCM shall retain for its own account its Respective Percentage of the Pooled Business.

(3) The Respective Percentages may be modified from time to time, so as to adapt to the varying conditions of the business of the Pooled Companies, by written amendment to this Agreement in accordance with Article X. The Respective Percentages shall be determined by the Pooled Companies based on the Unstacked Surplus of each Pool Member. “Unstacked Surplus” for the purpose of this Agreement shall mean the surplus as shown in the latest Annual Statement for each Pool Member, less the value of the common stock of any subsidiaries that are party to this Agreement as reflected in such Annual Statement, as well as any intercompany receivables so reflected.

(4) The liability of the Pool Members hereunder shall attach simultaneously with the issuance of policies, certificates, contracts, binders, interim receipts, renewal receipts, and authorizations that may be issued by any of the Pool Members, and will be subject to the same risks, terms, rates, conditions, interpretations, waivers, modifications, alterations and cancellations as those of the issuing Pool Member.

(5) It is understood that the cession and retrocession of insurance risks written on or after January 1, 2010 shall in every case be effective automatically and without notice upon the attaching of the original risk.

(6) The redistribution of liabilities and premiums under this Agreement shall be disclosed in the financial statements of the Pooled Companies for subsequent accounting periods while this Agreement is in effect.

### **ARTICLE III- TRANSFER OF ASSETS; RIGHTS TO PREMIUM**

(1) As consideration for the agreements set out in Section II (1) and other agreements herein provided, each of Thames, Hingham and Danbury shall pay to NLCM (a) on the date of the closing of the transaction contemplated by the Affiliation Agreement (the “Closing Date”), cash equal to 100% of its statutory reserves, including loss reserves (including case reserves and reserves for losses incurred but not reported), loss adjustment expense reserves and unearned

premium reserves, calculated in accordance with SAP (defined below) (“Statutory Reserves”), net of reinsurance recoverables (other than pursuant to this Agreement) (“Net Statutory Reserves”) as of 12:01 a.m. on January 1, 2010 and (b) thereafter, 100% of all Net Premium written by or on behalf of Thames, Hingham and Danbury, as applicable, from and after January 1, 2010 in respect of the business ceded to NLCM pursuant to this Agreement. “Net Premiums” for the purpose of this Agreement shall mean all direct premiums plus all assumed premiums in respect of reinsurance assumed less premium paid in respect of reinsurance ceded except as may otherwise be excluded by written agreement of the parties hereto, but, for the avoidance of doubt, shall not include investment income. For purposes of this Agreement, “SAP”, with respect to a party hereto, means statutory accounting principles prescribed by such party’s domiciliary insurance regulator applied on a consistent basis.

(2) As consideration for the agreements set out in Section II(2) and other agreements herein provided, NLCM shall pay to each of Thames, Hingham and Danbury (a) on the Closing Date, cash equal to such Pool Member’s Respective Percentage of NLCM’s Net Statutory Reserves as of 12:01 a.m. on January 1, 2010 (which Net Statutory Reserves shall include the Net Statutory Reserves ceded from Thames, Hingham and Danbury pursuant to Section II(1)) and (b) thereafter, such Pool Member’s Respective Percentage of all Net Premium written by or on behalf of NLCM from and after January 1, 2010 in respect of the Pooled Business.

(3) The Pool Members’ payments pursuant to Sections II(1) and (2) shall be adjusted to take into account the prior cessions pursuant to the Existing NLCM Pooling Agreement or the Existing Hingham Pooling Agreement, so that, following such payments, each Pool Member shall retain or receive in the aggregate assets equal to its Respective Percentage of Net Statutory Reserves.

(4) NLCM shall provide certain services on behalf of the other Pool Members in respect of the business reinsured hereunder in accordance with the terms of the Services Agreement.

(5) It is understood and agreed that, insofar as is practicable and consistent with the purposes and intentions of this Agreement, the payments to be made under this Agreement on the

Closing Date by any Pool Member to another Pool Member may be offset and only the balance paid on the Closing Date.

#### **ARTICLE IV- EXPENSES; RECOVERIES**

(1) Commencing January 1, 2010, all loss expenses (defense and cost containment and adjusting and other expenses), underwriting expenses, and administrative expenses of the parties hereto, including those expenses set forth in Sections II. C and D of the Services Agreement, in each case to the extent not included in the definition of Net Liabilities, less all such expenses recovered and recoverable under reinsurance ceded except as may otherwise be excluded by written agreement of the parties hereto, shall be prorated among the parties on the basis of their Respective Percentages. Each Pool Member shall remain responsible and liable for all investment-related expenses. Investment income of each Pool Member is not subject to this Article and shall not be prorated among the parties on the basis of the Respective Percentages.

(2) Each of the Pool Members shall be credited with its Respective Percentage of salvage and subrogation on account of losses under the Pooled Business. Subject to the terms of the Services Agreement, each of the Pool Members agrees to enforce its rights to salvage or subrogation relating to all such losses, and to prosecute all claims arising out of such rights.

#### **ARTICLE V-REMITTANCES AND REPORTING**

(1) Pursuant to the terms of the Services Agreement, following the Closing Date, NLCM shall prepare and distribute to the other Pool Members a calculation of amount due each Pool Member from the other Pool Members under the terms of this Agreement in respect of activity on the Pooled Business during the period from January 1, 2010 through the Closing Date, including Net Premium written, Net Liabilities paid and expenses incurred during such period in respect of the Pooled Business (the “Initial Premium and Loss Settlement Statement”). Each of the other Pool Members shall have the opportunity to comment on and dispute such calculation within thirty (30) days after the receipt of such calculation. Each of the Pool Members shall pay to the other Pool Members cash in the amount owed to such other Pool Members as reflected on the Initial Premium and Loss Settlement Statement within ninety (90) days following the Closing Date. Partial settlements of amounts owed between the parties for

such period may be made from time to time prior to the date that is ninety (90) days following the Closing Date in the good faith reasonable discretion of NLCM.

(2) Pursuant to the terms of the Services Agreement, from and after the Closing Date, NLCM shall prepare quarterly reports of the amounts due each Pool Member from the other Pool Members under the terms of this Agreement and the Services Agreement in respect of the preceding calendar quarter (in each case, a “Quarterly Settlement Statement”); provided, however, that the first Quarterly Settlement Statement shall cover only the period between the Closing Date and the end of the calendar quarter during which the Closing Date occurred. Each of the Pool Members shall pay to the other Pool Members cash in the amount owed to such other Pool Members as reflected on such Quarterly Settlement Statement within ninety (90) days following the end of the calendar quarter for which such Quarterly Settlement Statement was prepared. Interim partial settlements may be made from time to time in the good faith reasonable discretion of NLCM.

(3) Each of the Pool Members shall have and may exercise at any time, and from time to time, the right to offset any balance or balances whether on account of losses or otherwise due from one Pool Member to the other under the terms of this Agreement, subject to the provisions of applicable law.

(4) It is agreed that in preparing statements of assets and liabilities, or at any time where assets or liabilities are required to be shown, all assets and liabilities which reflect or arise from the underwriting transactions of the Pooled Companies shall be combined, set up, and carried by the Pooled Companies in accordance with their Respective Percentages.

#### **ARTICLE VI-ERRORS AND OMISSIONS**

Inadvertent delays, errors or omissions made in connection with this Agreement or any transaction hereunder shall not relieve any Pool Member from any liability that would have attached had such delay, error or omission not occurred, provided always that such error or omission will be rectified as soon as possible after discovery.

#### **ARTICLE VII-UNCOLLECTIBLE REINSURANCE**

It is agreed that any ceded reinsurance balances of a Pool Member, as evidenced by the books of the applicable Pool Member, which such Pool Member has been unable to collect for

three (3) months, shall be considered a Net Liability which each of the Pool Members shall share in accordance with Article II.

#### **ARTICLE VIII-APPROVALS**

Each party to this Agreement undertakes to obtain, and to cooperate with the other parties in obtaining from jurisdictions as may be necessary under the laws or regulations of the same, the authority to cede or accept business in accordance with the terms of this Agreement.

#### **ARTICLE IX-FOLLOW THE FORTUNES**

The Pooled Companies shall follow the fortunes of each of the Pool Members and shall be bound, without limitation, by all payments and settlements entered into by a Pool Member prior to the Closing or, from and after the Closing Date, by or on behalf of the Pool Members in accordance with the terms of the Services Agreement, in respect of policies and contracts of insurance issued in good faith.

#### **ARTICLE X-AMENDMENTS**

This Agreement shall not be changed, modified, terminated, or discharged in whole or in part, except by an instrument in writing signed by all parties hereto or their respective successors or permitted assigns; provided, however, that until the sixth anniversary of the Closing Date, except for amendments determined in good faith by NLCM to be necessary in connection with the addition or joinder of any third party as a Pool Member hereunder or to change the Pool Members' Respective Percentages pursuant to Section II(3) of this Agreement, (a) Hingham shall not agree to amend this Agreement unless prior thereto the directors constituting at least two-thirds of the number of directors prescribed in Article Three, Section 3.2 of the Hingham Bylaws affirmatively vote to approve such amendment at an annual meeting or any special meeting of the Hingham board of directors called for that purpose and (b) Danbury shall not agree to amend this Agreement unless prior thereto the directors constituting at least two-thirds of the number of directors prescribed in the Danbury Bylaws affirmatively vote to approve such amendment at an annual meeting or any special meeting of the Danbury board of directors called for that purpose.

## **ARTICLE XI-TERM, TERMINATION AND EFFECT OF TERMINATION**

(1) The term of this Agreement shall be one (1) year and shall automatically renew annually and remain in force with respect to each Pool Member until terminated by such Pool Member by written notice delivered to the other parties at least twelve (12) months in advance of the effective date of termination, which date shall be specified in such notice; provided, however, that until the sixth anniversary of the Closing Date, (a) Hingham shall not agree to terminate this Agreement unless prior thereto the directors constituting at least two-thirds of the number of directors prescribed in Article Three, Section 3.2 of the Hingham Bylaws affirmatively vote to approve such termination at an annual meeting or any special meeting of the Hingham board of directors called for that purpose and (b) Danbury shall not agree to terminate this Agreement unless prior thereto the directors constituting at least two-thirds of the number of directors prescribed in the Danbury Bylaws affirmatively vote to approve such termination at an annual meeting or any special meeting of the Danbury board of directors called for that purpose. In the event of such a termination, the termination effective date for such Pool Member shall be December 31 of the next year following the year in which the notice of termination date is given, unless an alternative date is mutually agreed to, in writing, by all of the Pooled Companies, provided, however, there shall be no less than twelve (12) months prior written notice given to the affected Pooled Companies.

(2) Upon the termination of this Agreement by a Pool Member, such terminating Pool Member shall continue to be liable for its Respective Percentage as of the effective date of such termination under the in force book of insurance business ceded within the terms of this Agreement written by any Pool Member prior to such effective date until all liabilities under such policies are fully satisfied.

(3) Pursuant to the terms of the Services Agreement, following the termination of the Agreement by any Pool Member NLCM will continue to administer the business ceded under this Agreement in accordance with the terms thereof. The cost incurred by NLCM to administer the run-off of the Net Liabilities reinsured hereunder by a terminating Pool Member shall be shared by the Pooled Companies based on the Respective Percentages that were in effect immediately prior to the termination effective date.

(4) Settlement of all balances in this Article shall be administered in accordance with the provisions set forth in Article V.

## ARTICLE XII-DISPUTES

(1) Any dispute between any of the Pooled Companies arising out of or relating to the formation, interpretation, performance, or breach of this Agreement, whether such dispute arises before or after termination of this Agreement, shall be resolved by arbitration.

(2) The Pooled Companies intend this Article to be enforceable in accordance with the Federal Arbitration Act (9 U.S.C. Section 1, et seq.) or if for any reason that Act is determined to be inapplicable, in accordance with the Massachusetts Uniform Arbitration Act (M.G.L.A. c. 251 § 1, et seq.), including any amendments to those Acts which are subsequently adopted, notwithstanding any other choice of law provision set forth in this Agreement. In the event that any Pool Member refuses to submit to arbitration as required herein, the other Pool Member may request a United States Federal District Court, or a Massachusetts or Connecticut Superior or District Court, to compel arbitration in accordance with the above-referenced Acts. Each Pool Member consents to the jurisdiction of such courts to enforce this Article and to confirm and enforce the performance of any award of the Arbitrator (as defined below). Arbitration shall be initiated by the delivery of a written notice of demand for arbitration by one Pool Member to the other Pool Members (the "Arbitration Demand").

(3) The Pool Members shall jointly appoint an individual as Arbitrator (the "Arbitrator"). If the Pool Members do not appoint an Arbitrator within sixty (60) days of the Arbitration Demand, the Pool Members shall petition the American Arbitration Association to appoint the Arbitrator. The Arbitrator shall be an active or retired officer of a property and casualty insurance or reinsurance company or such other individual as the Pool Members mutually agree. The Arbitrator shall be impartial and independent. Prior to accepting appointment, a prospective Arbitrator shall disclose to the Pool Members any circumstance likely to give rise to justifiable doubts as to the Arbitrator's impartiality or independence. If, at any stage during the arbitration, new circumstances arise that may give rise to such doubts, an Arbitrator shall promptly disclose such circumstances to the Pool Members.

(4) The arbitration hearings shall be held in Boston, Massachusetts or such other place as may be mutually agreed. The arbitration hearings shall begin within sixty (60) days of the selection of the Arbitrator or within such longer period as may be determined by the Arbitrator. The Arbitrator shall not be obliged to follow judicial formalities or the rules of evidence except to the extent required by governing law, that is, the state law of the situs of the arbitration as herein agreed; the Arbitrator shall make its decisions according to the practice of the insurance and reinsurance business. The decision rendered by the Arbitrator shall be final and binding on all Pool Members. Such decision shall be a condition precedent to any right of legal action arising out of the arbitrated dispute which any Pool Member may have against any other Pool Member. Judgment upon the award rendered may be entered in any court having jurisdiction thereof.

(5) Each Pool Member shall bear its own costs in connection with any such arbitration including, without limitation, (i) all legal, accounting, and any other professional fees and expenses and (ii) all other costs and expenses each Pool Member incurs to prepare for such Arbitration. Other than as set forth above, each Pool Member shall pay its proportionate share (based on their Respective Percentages) of the fee and expenses of the Arbitrator and the other expenses that the Pool Members jointly incur directly related to the arbitration proceeding.

(6) Except as provided above, arbitration shall be based, insofar as applicable, upon the Commercial Arbitration Rules of the American Arbitration Association.

#### **ARTICLE XIII-ACCESS TO RECORDS**

It is further agreed that each Pool Member shall provide access to its books and records to ensure that this Agreement is being properly applied and administered.

#### **ARTICLE XIV-INSOLVENCY**

(1) In the event that one of the Pool Members (other than NLCM) becomes insolvent or is otherwise subject to liquidation or receivership proceedings, NLCM shall prospectively for new and renewal business adjust its net retained portion of the Pooled Companies' Net Liabilities and the remaining Pool Members shall prospectively for new and renewal business adjust their assumed portions of the Pooled Companies' Net Liabilities, each on a pro rata basis, so as to

collectively absorb or assume in full the net retained portion of the Pooled Companies' Net Liabilities which would otherwise be the responsibility of such impaired Pool Member. In the event that NLCM becomes insolvent or is otherwise subject to liquidation or receivership proceedings, the remaining Pool Members shall prospectively for new and renewal business adjust their assumed portions, each on a pro rata basis, so as to collectively absorb or assume in full the net retained portion of the Pooled Companies' Net Liabilities which they had not previously assumed and which would otherwise be the responsibility of NLCM.

(2) In the event of the insolvency of one of the Pooled Companies, the reinsurance provided under this Agreement shall be payable directly to the insolvent Pool Member, or to its liquidator, receiver, conservator or statutory successor on the basis of the liability of the insolvent Pool Member without diminution because of the insolvency of the Pool Member or because the liquidator, receiver, conservator or statutory successor of the insolvent Pool Member has failed to pay all or a portion of any claim.

(3) It is agreed, however, that the liquidator, receiver, conservator or statutory successor of the insolvent Pool Member shall give written notice to the non-insolvent Pooled Companies of the pendency of a claim against the insolvent Pool Member indicating the subject policy, which claim would involve a possible liability on the part of the non-insolvent Pooled Companies to the insolvent Pool Member or to its liquidator, receiver, conservator or statutory successor, within a reasonable time after such claim is filed in the conservation, liquidation, receivership or other proceeding. During the pendency of such claim, the non-insolvent Pooled Companies may investigate such claim and interpose, at their own expense, in the proceeding where such claim is to be adjudicated, any defense or defenses that they may deem available to the insolvent Pool Member or its liquidator, receiver, conservator or statutory successor. The expense thus incurred by the non-insolvent Pooled Companies will be chargeable, subject to the approval of the court, against the insolvent Pool Member as part of the expense of conservation or liquidation to the extent of a proportionate share of the benefit that may accrue to the insolvent Pool Member as a result of the defense undertaken by the non-insolvent Pooled Companies.

(4) Where two or more non-insolvent Pooled Companies are involved in the same claim as the insolvent Pool Member and a majority in interest elect to interpose defense to the

claim, the expense relating to such claim will be apportioned in accordance with the terms of this Agreement as though such expense had been incurred by the insolvent Pool Member.

#### ARTICLE XV-MISCELLANEOUS

(1) If one or more provisions of this Agreement are held to be invalid, illegal, non-binding or unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be legal, valid, binding, and enforceable in accordance with its terms.

(2) This Agreement and the rights and obligations of the parties hereunder shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts (without giving effect to such jurisdiction's principles of conflicts of laws). Each party to this Agreement hereby consents to personal jurisdiction over itself in state or federal court within Massachusetts or Connecticut.

(3) It is mutually understood and agreed between the parties that from the date hereof, this Agreement supersedes all previous agreements and understandings between the parties, whether verbal or written, respecting the subject matter hereof, and that all such previous agreements and understandings between the parties with respect to the subject matter hereof shall become null and void on such date. This Agreement shall in all its terms bind and inure to the benefit of the respective parties hereto and their successors and permitted assigns.

(4) The rights and obligations of the parties under this Agreement shall not be subject to assignment without the prior written consent of the other parties hereto, and any attempted assignment without the prior written consent of the other parties hereto shall be invalid *ab initio*.

(5) This Agreement constitutes the entire agreement between NLCM, Thames, Hingham, and Danbury regarding the contents of this Agreement.

(6) Article headings herein are inserted for convenience only and do not constitute matter to be construed or interpreted in connection with this Agreement.

(7) Any notices, reports, or other communication required or permitted to be given hereunder shall be in writing unless some other method of giving such notice, report, or other

communication is accepted by the party to whom it is given and shall be given by being delivered at the following addresses to parties hereto:

**IF TO NLCM:**

New London County Mutual Insurance Company  
101 High Street  
Norwich, CT 06360  
Phone Number: (860) 887-3553  
Attn: President

**IF TO THAMES:**

Thames Insurance Company, Inc.  
101 High Street  
Norwich, CT 06360  
Phone Number: (860) 887-3553  
Attn: President

**IF TO HINGHAM:**

Hingham Mutual Fire Insurance Company  
230 Beal Street  
Hingham, MA 02043  
Phone Number: (781) 749-0841  
Attn: President

**IF TO DANBURY:**

Danbury Insurance Company  
230 Beal Street  
Hingham, MA 02043  
Phone Number: (781) 749-0841  
Attn: President

All notices and other communications required or permitted under this Agreement that are addressed as provided in this paragraph shall be delivered by a reputable overnight carrier, or by U.S. registered or certified mail (return receipt requested and postage prepaid). Notice shall be deemed given upon the first business day after actual delivery to the party to whom such notice or other communication is sent (as evidenced by the return receipt or shipping invoice signed by a representative of such party). Any party from time to time may change its address for the purpose of notices to that party by giving a similar notice specifying a new address, but no such notice will be deemed to have been given until it is actually received by the party sought

to be charged with the contents thereof.

(8) This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

(9) This Agreement is only for the benefit of the Pool Members and does not confer any right, benefit or privilege upon any person not a party to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first set forth above.

NEW LONDON COUNTY MUTUAL  
INSURANCE COMPANY

By: \_\_\_\_\_  
Its

Witness:

By: \_\_\_\_\_  
Title

HINGHAM MUTUAL FIRE INSURANCE  
COMPANY

By: \_\_\_\_\_  
Its

Witness:

By: \_\_\_\_\_  
Title

THAMES INSURANCE COMPANY, INC.

By: \_\_\_\_\_  
Its

Witness:

By: \_\_\_\_\_  
Title

DANBURY INSURANCE COMPANY

By: \_\_\_\_\_  
Its

Witness:

By: \_\_\_\_\_  
Title

**Attachment A**

“Respective Percentages” for the purpose of this Agreement shall be as follows for each Pool Member:

NLCM	50%
Thames	15%
Hingham	29%
Danbury	6%