

FAIRPLAN TRUST

THIS IS A TRUST AGREEMENT (sometimes referred to as this “Agreement”) dated April 1, 2024, between MASSACHUSETTS PROPERTY INSURANCE UNDERWRITING ASSOCIATION (“MPIUA”) as the Grantor and Helena Amorim, Thomas Callahan, and Alan Rome as Trustees (together with all successors in trust referred to as the “Trustee”).

WHEREAS, MPIUA for many years operated using a structure pursuant to which its members issued policies through MPIUA, recorded proportionate shares of MPIUA profits and losses as their own profits and losses, and accumulated such profits and associated investment income within MPIUA as member equity (“Member Equity”);

WHEREAS, the Massachusetts Commissioner of Insurance (the “Commissioner”) has expressed concerns regarding this structure and the distribution of Member Equity;

WHEREAS, the Commissioner and the MPIUA have executed a Settlement and Restructuring Plan (the “Restructuring Plan”) attached hereto as Schedule A, addressing these concerns and resolving certain disputes;

WHEREAS, pursuant to the Restructuring Plan, MPIUA is being reorganized as a joint underwriting association that will be operated as a standalone risk-bearing entity that issues its own policies, cedes a portion of the catastrophe risk to the reinsurance market, and retains catastrophe exposure supported, in part, by accumulated MPIUA capital;

WHEREAS, MPIUA will require initial working capital and non-traditional reinsurance as it transitions from the historical model of operations to the standalone risk-bearing structure contemplated by the Restructuring Plan; and

WHEREAS, the Commissioner has agreed to distribution of MPIUA’s existing Member Equity, totaling as of September 30, 2023, \$570,996,797, on condition that portions of the proceeds of the Member Equity be used to provide the reorganized MPIUA with initial working capital through purchase of a surplus note with principal value of eighty million dollars (\$80,000,000) in the form attached hereto as Schedule B, as it may be amended (“Surplus Note”) and the provision of non-traditional reinsurance in the form of a Property Casualty Aggregate Excess of Loss Reinsurance Agreement attached hereto as Schedule C, as it may be amended (“Reinsurance Agreement”);

NOW, THEREFORE, MPIUA and the Trustee agree that this trust Agreement will facilitate the distribution of MPIUA’s Member Equity, the purchase of the Surplus Note, and the

execution and implementation of the Reinsurance Agreement as contemplated by the Restructuring Plan.

ARTICLE I

Trust Name

This Agreement and the trusts hereunder may be referred to as the FairPlan Trust.

ARTICLE II

Material Purposes

The material purposes of this Agreement and its administration shall be to facilitate the Restructuring Plan, and more specifically, to:

- A. Hold and administer the proceeds of the Member Equity;
- B. Purchase the Surplus Note and collect payments of interest and principal;
- C. Execute and administer the Reinsurance Agreement; and
- D. Distribute excess assets and net income to the Beneficiaries of residual assets defined below.

Each of MPIUA, the Commissioner and the Trustee shall be vested with the power to enforce these material purposes.

ARTICLE III

Administration and Distributions

During the period of administration, any trust property shall be held, administered, and distributed as follows:

A. **Surplus Note.** Subject to the Commissioner's approval, the Trustee shall purchase the Surplus Note for eighty million USD (\$80,000,000).

B. **Reinsurance.** Subject to the Commissioner's approval, the Trustee shall execute the Reinsurance Agreement on behalf of the FairPlan Trust, causing the trust to afford and provide security for non-traditional reinsurance to MPIUA on the terms and conditions set forth in the Reinsurance Agreement as amended or otherwise modified from time-to-time.

C. **Residual Assets.** The Trustee shall distribute at least annually to the Beneficiaries defined below all net FairPlan Trust assets that are not required for purchase of the Surplus Note or the provision of security under the Reinsurance Agreement. The Trustee shall also distribute at least annually to the Beneficiaries the net income and principal received under the Surplus Note as well as any net income and principal received pursuant to the Reinsurance Agreement, after payment of any FairPlan Trust expenses.

1. The beneficiaries of the Residual Assets ("Beneficiaries") shall be the pre-reorganization MPIUA insurer members as identified in the Schedule of Beneficial Interests attached hereto as Schedule D, incorporated herein by reference, and as may be updated from time to time as provided in this Agreement.

2. A Beneficiary may assign its interests in the FairPlan Trust to any Massachusetts property casualty insurer that is an affiliate of the same holding company by providing written notice to the Trustee. No assignment of any interest in the FairPlan Trust shall be allowed except in accordance with this paragraph.

3. A Beneficiary may release its interests in this Agreement by providing written notice to the Trustee. In the event of such release, such Beneficiary's interest shall be allocated to the remaining Beneficiaries, per Beneficiary.

D. **Exercise of Discretion.** Except as provided expressly in this Agreement, the Trustee shall have no discretion hereunder regarding distributions of trust property.

ARTICLE IV

Taker of Last Resort

The Trustee shall distribute any property that is not otherwise disposed of under this Agreement to the MPIUA.

ARTICLE V

Period of Administration

The period of administration under this Agreement shall begin on the effective date of this Agreement. This trust shall terminate on the first to occur of:

1. the date on which the Reinsurance Agreement has terminated, the Surplus Note has been retired, all FairPlan Trust assets have been distributed, and the Trustee has issued a final accounting and resigned; or,
2. ninety years, less one day, from the effective date of this Agreement.

This Agreement shall never be governed by the law of any state or commonwealth that requires a reference to a measuring life to determine a trust's perpetuities period.

ARTICLE VI

Trustees

- A. **Disinterested Trustees.** All Trustees hereunder shall be Disinterested.
- B. **Successor Trustees.** At any time that multiple Trustees are serving, if one or more Trustees fail or cease to serve, the remaining Trustee(s) shall continue to serve as Trustee. The Trustee shall have the power to appoint successor Trustees, subject to the Commissioner's approval.
- C. **Resignation of Trustees.** Any Trustee may at any time resign by giving written notice of its intention to resign to the Commissioner, any other Trustee then serving, and any successor Trustee. Such resignation shall be effective the earlier of thirty (30) days after such written notice is provided, or the date any successor Trustee or co-Trustee accepts such resignation.
- D. **Filling Trustee Vacancies.** There shall always be at least three Trustees serving. At any time that there are fewer than the required number of Trustees and there is no effectual appointment of a successor Trustee, a plurality of the Beneficiaries (measured by their percentage interests) shall appoint a successor Trustee, subject to the Commissioner's approval. If there is a vacancy and for any reason a successor Trustee is not appointed within a reasonable period of time (not to exceed thirty (30) days), the Commissioner may appoint a successor Trustee.
- E. **Appointments and Acceptances.** All appointments and approvals of additional and successor Trustees shall be by one or more signed, written instruments. The appointment of an additional or successor Trustee shall not become effective until such appointment is accepted in an acknowledged and signed writing by the appointed Trustee. Any such instrument of acceptance shall be attached to or filed with this Agreement. Written notice of such appointment and acceptance shall be given to the Beneficiaries, the Commissioner, and each Trustee then

serving. Such appointment shall be effective as against any person dealing in good faith with an apparent Trustee hereunder and without any requirement on the part of such Trustee to provide proof of acceptance of such appointment or proof of such notice to Beneficiaries.

F. **Compensation of Trustee.** Individual Trustees shall receive reasonable compensation in accordance with the law of the Commonwealth of Massachusetts in effect at the time of payment, unless the Trustee waives compensation.

G. **Waiver of Bond.** No Trustee shall be required to give bond or other security in any jurisdiction and if a bond is nevertheless required, no sureties shall be required.

ARTICLE VII

Fiduciary Provisions

A. Changes in Trustees.

1. If any Trustee is removed, resigns, or otherwise ceases to act as Trustee of any trust hereunder, such Trustee shall immediately surrender all records maintained by such Trustee to the remaining Trustee or, if none, to such Trustee's successor or, if there is no identified successor at that time, then such records shall be transferred upon receipt of written notice that a successor has accepted appointment.

2. Whenever a successor Trustee has accepted appointment as such, title to the trust property shall automatically vest in it as Trustee.

B. Accountings and Other Proceedings.

1. The Trustee shall keep full and proper books of account and records. The Trustee shall prepare an annual accounting of its administration, which shall be available to MPIUA, the Beneficiaries, and the Commissioner. If a Beneficiary to which such account is rendered fails to deliver to the Trustee a written objection to said account within sixty (60) days after said account is rendered, such Beneficiary then shall be deemed to have delivered to the Trustee a written approval of such account.

2. A trust hereunder shall be subject to independent administration with as little court supervision as the applicable state law allows. The Trustee may, but shall not be required to, render to any court annual or other periodic accounts, or any inventory, appraisal, or other returns or reports, except as required by applicable state law. The Trustee shall not be required to register any trust hereunder except as required by law.

C. **Notice.** To the extent permitted by law, except as otherwise provided herein, the Trustee of any trust hereunder (i) shall not have any duty under G.L. c. 203E, § 813(a) to keep any “qualified beneficiary,” as said term is used in G.L. c. 203E, § 103, informed about the administration of said trust, (ii) shall not have any duty under G.L. c. 203E, § 813(c) to send an account of said trust and (iii) shall not have any duty under G.L. c. 203E, § 813(b) to inform any “qualified beneficiary” of said trust of said Trustee’s name and address.

D. **Incapacitated Trustee.** No Trustee shall serve during any period in which such Trustee is determined to be incapacitated. Any Trustee who is incapacitated shall be deemed to have resigned upon becoming incapacitated. A Trustee may return to service upon regaining capacity, subject to the consent of the Trustee then serving. No person is liable to anyone for actions taken in reliance on the certifications under this paragraph or for dealing with a Trustee other than the one removed for incapacity based on any certifications.

E. **Multiple Trustees.** Except as otherwise expressly provided herein, if two or more Trustees are eligible to act on any given matter, they shall act unanimously. In no event shall any Trustee hereunder be liable for any matter with respect to which it is not authorized to participate hereunder.

F. **Reimbursement of Expenses.** Each Trustee shall be entitled to reimbursement for expenditures made or incurred in the proper administration of the trusts under this Agreement or in furtherance of fiduciary duties and obligations.

G. **Reliance of Third Parties.** Persons dealing with the Trustee in good faith shall be under no obligation to inquire as to the propriety of any action or omission by the Trustee. Persons dealing with the Trustee in good faith shall be conclusively protected in assuming without further inquiry that any action by the Trustee is valid and duly authorized hereunder. A written statement by any Trustee at any time as to any facts relative to this Agreement shall always be conclusive evidence in favor of any purchaser, lender, corporation, association, or officer or transfer agent thereof and any other person dealing in good faith with the Trustee in reliance thereon.

H. **Exculpation.**

1. No successor Trustee shall have any duty to account for or inquire into the acts or omissions of any predecessor Trustee or be liable for any such act or omission. A successor Trustee may accept the account rendered and the property delivered to the successor Trustee by or on behalf of the predecessor Trustee as a full and complete discharge of the predecessor Trustee

without incurring any liability or responsibility for so doing. A successor Trustee shall be indemnified out of trust property for any and all claims, demands, losses, liabilities, damages, and expenses arising from any act or omission of a prior Trustee occurring before the date the trust property was received by the successor Trustee.

2. Every act done, power exercised, or obligation assumed by a Trustee pursuant to the provisions of this Agreement shall be held to be done, exercised, or assumed, as the case may be, by the Trustee acting in a fiduciary capacity and not otherwise, and every person, firm, corporation, or other entity contracting or otherwise dealing with such Trustee shall look only to the funds and property of the trust for payment under such contract or payment of any money that may become due or payable under any obligation arising under this Agreement, in whole or in part, and the Trustee shall not be individually liable therefor even though the Trustee did not exempt itself from individual liability when entering into any contract, obligation, or transaction in connection with or growing out of the trust.

3. The decision of any Trustee with respect to the exercise or non-exercise by such Trustee of any power hereunder, or the time or manner of the exercise thereof, made in good faith, shall fully protect such Trustee and shall be final, conclusive, and binding upon all persons interested in the trust. No Trustee shall be responsible for any error of judgment or mistake of fact or law.

4. A Trustee shall be liable only for such Trustee's willful misconduct or gross negligence proved by clear and convincing evidence.

5. A Trustee shall not be liable for relying absolutely on any apparently valid documents and certifications, including but not limited to tax reports and other tax information, provided to the Trustee by any entity in which the trust holds an ownership interest, and including but not limited to the opinions of counsel or any accountant of the trust.

6. Without intending to limit the generality of the preceding subparagraphs, each Trustee shall also be indemnified, exonerated, and held harmless out of the trust estate for or with respect to any claim, loss, or liability associated with property held in any trust hereunder and giving rise to liability under any law.

I. Waiver of Conflicts.

1. If a Trustee is active in the investment business, such activity shall not be deemed a conflict of interest. Purchases and sales of investments may be made through any firm

of which an individual Trustee is a partner, member, shareholder, proprietor, associate, employee, owner, subsidiary, affiliate, or the like.

2. The Trustee may employ and rely upon advice given by investment counsel, delegate discretionary investment authority over investments to investment counsel, and pay investment counsel reasonable compensation in addition to fees otherwise payable to the Trustee, notwithstanding any rule of law otherwise prohibiting such dual compensation.

3. If a Trustee is an attorney or other professional, then legal or other professional services rendered by the Trustee or the Trustee's firm to a trust hereunder shall not be deemed a conflict of interest, and the Trustee may pay full compensation for such services to such Trustee or firm as expenses of trust administration, except as specifically limited by law.

4. A Trustee is expressly authorized to act as general and limited partner, manager, director, officer, accountant, employee, and/or other owner or advisor with respect to any partnerships, corporations, and other business entities in which the trust has an interest and to receive compensation for its services.

J. **Release by Trustee.** A Trustee may irrevocably release one or more powers held by the Trustee while retaining other powers.

K. **Delegation to a Trustee.** If more than one Trustee is serving hereunder, the Trustees are specifically authorized by an instrument in writing signed by all of the Trustees to designate one or more of their number who, signing singly or jointly as set forth by the instrument of designation, may draw checks or other orders for the payment of money of the trust that may be on deposit at any bank. Any such designation may from time to time be amended or revoked by an instrument in writing signed by any one of the Trustees.

L. **Continuation of Trustee's Powers.** Powers granted to the Trustee hereunder or by applicable law shall continue with respect to all property held hereunder to be exercisable by the Trustee until property is actually distributed to a Beneficiary. By way of illustration and not limitation, the Trustee may invest and reinvest and take all investment action with respect to property that has been directed to be distributed and notwithstanding any direction that the property be distributed "as it is then constituted" until such property is actually distributed.

M. **Trustee Authority After Trust Termination.** The Trustee shall have ongoing authority to hold and receive property after the termination of this trust for the purpose of

distributing such property pursuant to the trust's terms. Absent any specific direction in the trust, such property shall be distributed to the Beneficiaries at that time.

ARTICLE VIII

Trustee Powers

The Trustee shall hold the following powers and discretions, and in each case such powers and discretions may be exercised by the Trustee in its discretion without giving prior notice to any Beneficiary and without application to any court.

A. **Reinsurance Agreement and Surplus Note.** The Trustee may bind the trust by executing the Reinsurance Agreement and the Surplus Note, and shall have all powers necessary to carry out all terms of each such agreement.

B. **Investment Powers Subject to Statement of Investment Policy.** Property of a trust hereunder may be invested in accordance with the Statement of Investment Policy as set forth on Schedule E, attached hereto. The Trustee shall hold the following powers subject to such Statement of Investment Policy:

1. **Retention.** The Trustee may collect and retain, temporarily or permanently, any investments.

2. **Sale.** The Trustee may sell, exchange, and make contracts concerning real property, tangible or intangible personal property, both, or any other asset, for such considerations and from such persons or institutions, and upon such terms as the Trustee may consider advisable, which contracts may extend beyond the term of the FairPlan Trust, with or without the option to purchase or renew, and may execute deeds, transfers, and other instruments of any kind.

3. **Securities Investments.** The Trustee may hold bonds, stocks, or other securities or other property in bearer form or in the name of the Trustee or in the name of one of the Trustees or in the name of a nominee, without indication of any fiduciary capacity; may execute securities transactions through any brokerage service, whether discount or full service; may deposit cash in a checking or savings account in a bank, without indication of any fiduciary capacity; may purchase or sell options, puts, and calls; may pay calls; may purchase, sell, or exercise subscription and conversion rights; may purchase or sell stocks, bonds, or securities including derivatives thereof, of any type for cash or on margin; and may execute agreements allowing hypothecation of same.

4. **Amortize Securities Premiums.** The Trustee may amortize, in whole or in part, the premium on securities received or purchased at a premium or treat as income the gross return from such securities.

5. **Participation in Mergers and Reorganizations.** The Trustee may join in any merger, reorganization, voting-trust plan, or other concerted action of security holders and delegate discretionary powers including investment powers in entering into the arrangement.

C. **Tax Elections and Allocations.** The Trustee may make all tax elections and allocations the Trustee may consider appropriate; provided, however, this authority is exercisable only in a fiduciary capacity and may not be used to enlarge or shift any beneficial interest except as an incidental consequence of the discharge of fiduciary duties. Tax elections and allocations made in good faith shall not require equitable adjustments.

D. **Compromise Claims or Debts.** The Trustee may compromise claims or debts and may abandon or demolish any property which the Trustee shall determine to be of little or no value.

E. **Allocate to Income or Principal.** The Trustee may determine, in such manner as the Trustee deems proper, all questions as between income and principal, and may credit or charge to income or principal or may apportion between them any receipt or gain, and any expense, compensation, disbursement, or loss as is deemed advisable in the circumstances of each case as it arises, including the power to charge the premiums on securities purchased at a premium either against principal or against income or partly against each and in such proportions as the Trustee shall determine. More specifically, the Trustee may allocate to income all or part of the gains from the sale or exchange of trust assets as the Trustee deems proper.

F. **Character of Unitrust Amount Paid.** The Trustee may, within the meaning of Reg. §1.643(a)-3(e), specify the tax character of any unitrust amount paid hereunder. The Trustee may take any action that may be necessary in order for such specification to be respected for tax purposes.

G. **Distributions in Cash or Kind.** The Trustee may, without the consent of any Beneficiary, distribute in cash or in kind, and allocate specific assets in satisfaction of fractional shares or pecuniary sums among the Beneficiaries. including any trust, in such proportions, not necessarily pro rata, as the Trustee may determine, even though a Trustee has an interest affected by the distribution and even though different Beneficiaries entitled to the same sum or share may thereby receive different mixes of assets, possibly with different income tax bases, as long as the

fair market value of property on the date of distribution is used in determining the extent to which any distribution satisfies a sum or share. The decision of the Trustee in dividing any portion of the trust property between or among multiple Beneficiaries shall be binding on all persons.

H. **Borrowings.** Except as provided in the Reinsurance Agreement, the Trustee may not borrow against, pledge, or otherwise encumber any of the trust property.

I. **Advisors to Trustee.** The Trustee may employ and rely upon advice given by accountants, attorneys, investment bankers, and other expert advisors and employ agents, clerks, and other employees and pay reasonable compensation to such advisors or employees in addition to fees otherwise payable to the Trustee, notwithstanding any rule of law otherwise prohibiting such dual compensation.

J. **Additions to Trust.** The Trustee may accept or decline to accept additions from any source.

K. **Custodian Employed.** The Trustee may employ a custodian, hold property unregistered or in the name of a nominee, including the nominee of any bank, trust company, brokerage house or other institution employed as custodian, and pay reasonable compensation to a custodian in addition to any fees otherwise payable to the Trustee, notwithstanding any rule of law otherwise prohibiting such dual compensation.

L. **Trust Termination.** The Trustee may cause the termination, in whole or in part, of the trust created hereunder at such time as the Trustee determines that the continuance of such trustor portion thereof would be uneconomical or impractical. Such termination shall be performed by making distribution in full to or for the benefit of the Beneficiaries at that time. Upon termination of the trust, all remainder interests in the trust shall be extinguished. The Trustee's decision to terminate the trust and distribute the trust property shall be binding and conclusive with respect to each Beneficiary whose present or future interest in the trust is altered or terminated.

ARTICLE IX

Definitions

The following definitions shall apply under this Agreement.

A. **Trust.** The term "trust" shall mean the trust operated under this Agreement.

B. **Trust property.** The term "trust property," unless otherwise characterized or defined for a specific purpose, shall mean the remaining balance, from time to time, of all of the

property held in trust under this Agreement, wherever such property may be situated, whether it is real, personal or mixed, and regardless of whether such balance includes property that was originally trust principal, proceeds of original principal, or undistributed income.

C. **Code and Regulations.** References to the “Internal Revenue Code” or “Code” or to provisions thereof are to the Internal Revenue Code of 1986, as amended, at the time in question. References to the “Regulations” and “Regs.” are to the Regulations under the Code. If, by the time in question a particular provision of the Code has been renumbered or the Code has been superseded by a subsequent federal tax law, the reference shall be deemed to be to the renumbered provision or the corresponding provision of the subsequent law, unless to do so would clearly be contrary to the material purposes listed in this Agreement. A similar rule shall apply to references to the Regulations.

D. **Disinterested.** The term “Disinterested” shall mean a person or an entity:

1. who is not a vested nor a contingent beneficiary of the income or the principal of this Agreement or of any trust established hereunder;
2. who is not a “related or subordinate party” as defined in Section 672(c) of the Code to any of the following persons with respect to this Agreement or to any trust established hereunder:
 - a. MPIUA; or
 - b. any vested or contingent beneficiary.

E. **Incapacitated or Incapacity.** The words “incapacity” and “incapacitated” as used in this instrument shall mean the disability or incapacity of an individual, including a Trustee hereof, to manage property. Such disability or incapacity shall be conclusively established by a written statement, subject to the following conditions:

1. The statement shall be signed by such individual’s Legal Representative, or if none, such individual’s health care agent, such individual’s attending physician, or in the case of a Trustee, in addition to any person named above, by the successor to such Trustee.
2. The statement shall attest that the disabled or incapacitated individual is unable to manage his or her affairs or, in the case of a Trustee, is unfit or unable to manage the trust. The statement need not indicate any cause for the disability or incapacity.
3. The statement shall be filed with the trust’s records.

4. Any third party may rely upon the written statement in dealing with any trust established hereunder and shall not be obliged to inquire whether any individual or Trustee remains under disability or incapacity at the time of any such dealings. No person is liable to anyone for actions taken in reliance on a written statement prepared in accordance with this Paragraph.

5. If an individual whose disability, capacity or competency is in question refuses to submit to an examination by licensed physicians, or otherwise refuses to authorize the release of such medical information to permit the examining physicians to complete a proper examination and review (or such individual's personal representative for all purposes of the Health Insurance Portability and Accountability Act of 1996, (Pub. L. 104-191), 45 CFR Sections 160 through 164, refuses to authorize the release of such medical information); that individual will be deemed to be disabled, incapacitated or incompetent for purposes of this trust. An individual is deemed to be restored to capacity whenever the individual's personal or attending physician provides a written opinion that the individual is able to effectively manage his or her property and financial affairs.

F. **Legal Representative.** The term "Legal Representative" shall include a guardian, conservator, attorney-in-fact under a durable power of attorney, and any other person with authority to manage an individual's property during such individual's incapacity. A Legal Representative shall not have the power to act on behalf of an individual unless expressly provided herein.

G. **Commissioner's approval.** In each case hereunder, any reference to the "Commissioner's approval" or "approval by the Commissioner" shall be evidenced by (i) a letter issued prior to the funding of the trust, and (ii) by any other writing issued by the Commissioner and delivered to the Trustee.

ARTICLE X

Irrevocability; Administrative Amendments

The trust under this instrument is irrevocable. It may be amended from time to time by an instrument signed by the Trustee but only to the extent that any amendment is in accordance with the material purposes of this Agreement as set forth below, and further only to the extent that any amendment (1) clarifies the meaning of or reference to any provision of this instrument, (2) alters

or adds to the administrative provisions of this instrument, or (3) achieves better conformity between this instrument and the relevant provisions of federal and state tax laws. No such amendment may materially alter the beneficial interests under this instrument.

ARTICLE XI
Governing Law

The interpretation and operation of the trust shall be governed by the laws of the Commonwealth of Massachusetts, without reference to its conflict of laws provisions.

ARTICLE XII
Savings Clause

Should any of the provisions or directions of this Agreement fail or be held ineffectual or invalid for any reason, no other portion or provision of this Agreement shall be invalidated, impaired, or affected thereby, and this Agreement shall be construed as if such invalid provision or direction had not been contained therein.

ARTICLE XIII
Captions and References

The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the intent of any provision therein. In this instrument, the gender and the singular or plural form of any word shall be disregarded when the context so requires.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said Court at the City of New York, this _____ day of _____, 20____.

Clerk of the Court

[Signature]
Name: _____
Title: _____

Judge of the Court

Deputy Clerk of the Court

Deputy Clerk of the Court

COMMISSIONERS OF MASSACHUSETTS

County of _____ No. _____ 1924

This petitioners petition for the abatement of _____ ground to the
through violation of _____ statute _____ is based on the
fact that _____ ground is hereby being photographed and exposed in _____
_____ knowledge of _____ statute, in the person whose name is signed on the foregoing
_____ and _____ to the fact that the person is _____ to the same person.



COMMISSIONERS OF MASSACHUSETTS

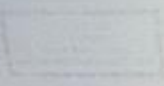
County of _____ No. _____ 1924

This petitioners petition for the abatement of _____ ground to the
through violation of _____ statute _____ is based on the
fact that _____ ground is hereby being photographed and exposed in _____
_____ knowledge of _____ statute, in the person whose name is signed on the foregoing
_____ and _____ to the fact that the person is _____ to the same person.

writes.

MASSACHUSETTS PROPERTY INSURANCE
UNDERWRITING ASSOCIATION

Name:
Tele:



Robert J. Quinn
Robert J. Quinn, Trustee

Thomas Callahan, Trustee

Alan Foster, Trustee

V

COMMONWEALTH OF MASSACHUSETTS
State of South Carolina
County of Horry, ss.

3/28, 2024

Then personally appeared before me the above-named Helen Davis proved to me through satisfactory evidence of identification, namely [DL] a current document issued by a federal or state government agency bearing his/her photographic image and signature or [] my personal knowledge of his/her identity, to be the person whose name is signed on the foregoing instrument, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



[Signature]
Notary Public
My Commission Expires 4-21-2031

COMMONWEALTH OF MASSACHUSETTS
County of _____, ss. _____, 2024

Then personally appeared before me the above-named _____, proved to me through satisfactory evidence of identification, namely [] a current document issued by a federal or state government agency bearing his/her photographic image and signature or [] my personal knowledge of his/her identity, to be the person whose name is signed on the foregoing instrument, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

IN WITNESS WHEREOF, MPIUA as Grantor, and Helena Amorim, Thomas Callahan, and Alan Rome as Trustee, have signed this Agreement, effective the day and year first above written.

MASSACHUSETTS PROPERTY INSURANCE
UNDERWRITING ASSOCIATION

Name:

Title:

Helena Amorim, Trustee



Thomas Callahan, Trustee

Alan Rome, Trustee

COMMONWEALTH OF MASSACHUSETTS

County of _____, ss. _____, 2024

Then personally appeared before me the above-named _____, proved to me through satisfactory evidence of identification, namely [] a current document issued by a federal or state government agency bearing his/her photographic image and signature or [] my personal knowledge of his/her identity, to be the person whose name is signed on the foregoing instrument, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

County of New York, ss. 3/28, 2024

Then personally appeared before me the above-named _____, proved to me through satisfactory evidence of identification, namely [] a current document issued by a federal or state government agency bearing his/her photographic image and signature or [] my personal knowledge of his/her identity, to be the person whose name is signed on the foregoing instrument, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

[Signature]
Notary Public: Joshua Hill
My Commission Expires: 11/28/2025



COMMONWEALTH OF MASSACHUSETTS

County of _____, ss. _____, 2024

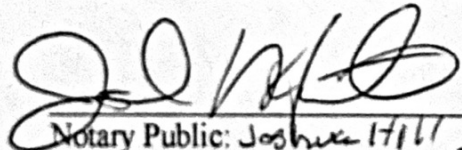
Then personally appeared before me the above-named _____, proved to me through satisfactory evidence of identification, namely [] a current document issued by a federal or state government agency bearing his/her photographic image and signature or [] my personal knowledge of his/her identity, to be the person whose name is signed on the foregoing instrument, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

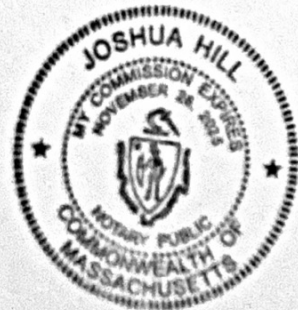
COMMONWEALTH OF MASSACHUSETTS

County of New York, ss. 3/28, 2024

Then personally appeared before me the above-named Thomas Callahan proved to me through satisfactory evidence of identification, namely [] a current document issued by a federal or state government agency bearing his/her photographic image and signature or [] my personal knowledge of his/her identity, to be the person whose name is signed on the foregoing instrument, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



Notary Public: Joshua Hill
My Commission Expires: 11/28/2025



IN WITNESS WHEREOF, MPTUA as Grantor, and Helena Amorim, Thomas Callahan,
and Alan Roene as Trustee, have signed this Agreement, effective the day and year first above
written.

MASSACHUSETTS PROPERTY INSURANCE
UNDERWRITING ASSOCIATION

Name:
Title:

Helena Amorim, Trustee

Thomas Callahan, Trustee

Alan Roene

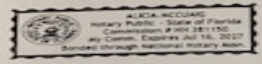
Alan Roene, Trustee
ALAN

Florida
COMMONWEALTH OF MASSACHUSETTS

County of Palm Beach, ss.

3/08, 2024
ALLAN FRAD KONEC.

Then personally appeared before me the above-named ALLAN FRAD KONEC., proved to me through satisfactory evidence of identification, namely [X] a current document issued by a federal or state government agency bearing his/her photographic image and signature or [] my personal knowledge of his/her identity, to be the person whose name is signed on the foregoing instrument, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



[Signature]
Notary Public:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

County of _____, ss.

_____, 2024

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Notary Public:
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