

PARENTAL SUPPORT AGREEMENT

This Parental Support Agreement (this "Parental Support Agreement") dated as of _____, 2009 between [.....] (the "Parent"), a corporation organized under the laws of _____, and [.....] (the "Purchaser"), a New York insurance company, shall be for the benefit of Eric R. Dinallo, Superintendent of Insurance of the State of New York in his capacity as Liquidator of the Midland Insurance Company, a New York insurance company in liquidation ("the Liquidator") The Parent, the Liquidator and the Purchaser are each a "Party" to the Parental Support Agreement and are collectively referred to herein as the "Parties."

WHEREAS, the Purchaser is a wholly owned subsidiary of the Parent.

WHEREAS, simultaneously with this Parental Support Agreement, the Liquidator and the Purchaser have entered into a Purchase Agreement whereby Purchaser will purchase, certain assets of the Company, including the right to recover on its reinsurance, pursuant to the Liquidation Plan for Midland Insurance Company.

WHEREAS, the Purchaser and the Liquidator are also entering into a Purchaser Reinsurance Agreement, a Claim Service Agreement and the other Ancillary Agreements.

WHEREAS, pursuant to the Purchase Agreement, the Purchaser is required to maintain its financial strength above specified minimum levels and has agreed that those minimum levels will rise if the Parent's financial strength deteriorates.

WHEREAS, the Parent acknowledges that, as the ultimate owner of the Purchaser, it will receive substantial direct and indirect benefits by reason of the Purchase Agreement and the Ancillary Agreements.

WHEREAS, the Parent has determined that it will unconditionally: (a) ensure that the Purchaser shall have sufficient capital to perform the Purchaser's obligations under the Plan, the Purchase Agreement and the Ancillary Agreements, and (b) to the extent necessary, will deposit in a trust for the benefit of the Liquidator, assets in an amount sufficient to allow the Liquidator to pay or arrange to have paid amounts due to any Claimant pursuant to the Plan, the Purchase Agreement or the Ancillary Agreements in the event that the Purchaser becomes insolvent.

NOW, THEREFORE, in consideration of the material covenants and undertakings set forth in this Parental Support Agreement, and other good and valuable consideration (including the Transferred Assets conveyed pursuant to the Purchase Agreement), the sufficiency of which is acknowledged, the Parent covenants and agrees as follows:

1. Incorporation of Recitals; Defined Terms. The foregoing recitals are incorporated herein by reference.

2. Assurance of Performance.

(a) The Parent hereby agrees to unconditionally and irrevocably ensure that the Purchaser shall at all times have sufficient capital and liquidity to pay and perform the Obligations. In order to perform its undertakings hereunder, the Parent shall make equity

investments in the Purchaser at times and in amounts sufficient to enable the Purchaser to perform the Purchaser Obligations. In the event that the Purchaser becomes the subject of liquidation or other insolvency proceedings, the Parent shall deposit into a trust for the benefit of the Liquidator, assets in an amount sufficient to allow the Liquidator to pay or arrange to have paid the Obligations and agrees to pay any and all reasonable expenses (including, without limitation, reasonable fees and expenses of counsel) incurred by the Liquidator in enforcing any rights under this Parental Support Agreement. Without limiting the generality of the foregoing, the Parent's liability shall extend to all amounts that constitute any part of the Purchaser's Obligations that would be owed by the Purchaser but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization, receivership, liquidation, conservatorship, or similar proceeding involving the Purchaser.

(b) The Parent and the Liquidator, by their acceptance of this Parental Support Agreement, hereby confirm that it is their intention that this Parental Support Agreement and the obligations of the Parent hereunder not constitute a fraudulent transfer or conveyance or preference within the meaning of any of the Bankruptcy Code of the United States, the laws of New York State, or any similar law of [state of incorporation of Parent] for the relief of debtors and rights of creditors.

(c) This Parental Support Agreement constitutes an obligation by the Parent to ensure the performance or payment when due and not of collection, and the Parent specifically agrees that it shall not be necessary or required that the Liquidator exercise any right, assert any claim or enforce any remedy whatsoever against the Purchaser (or any other Person) before or as a condition to the obligations of the Parent hereunder.

(d) In the event that the Liquidator shall determine that the Purchaser does not have sufficient capital and liquidity to pay and perform the Purchaser Obligations, the Liquidator shall make demand on the Parent for payment of a sum certain to the Purchaser or a trust for the benefit of the Liquidator, if the Purchaser has become the subject of liquidation or other insolvency proceedings. Upon receipt of demand, the Parent shall, within fifteen days of the demand, pay the amount demanded to the Purchaser or the trust, as applicable. In the event that the Parent disputes the amount of the demand made by the Liquidator, such dispute shall be resolved only after the amount demanded shall have been paid. The obligation of the Parent to pay shall be unconditional and absolute. If the Parent shall fail to pay a demand made by the Liquidator, the Liquidator shall have the right to immediately commence legal action to obtain the amount of such demand and the Parent hereby waives any and all defenses, counterclaims, setoffs or other rights to resist payment of the amount demanded by the Liquidator.

3. Absolute Obligation, etc. This Parental Support Agreement shall, in all respects, be a continuing, absolute, unconditional and irrevocable obligation by the Parent of payment, performance and compliance, and shall remain in full force and effect until all the Purchaser's Obligations shall have been fully discharged, performed or paid in full, finally and indefeasibly. The Parent hereby agrees that it is obligated to ensure that it meets its obligations strictly in accordance with the terms of this Parental Support Agreement, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Liquidator or any Claimant with respect thereto. The creation or existence from time to time of additional Obligations to the Liquidator or any Claimant is hereby authorized,

without notice to the Parent, and shall in no way impair the rights of the Liquidator or any Claimant. The liability of the Parent under this Parental Support Agreement shall be absolute, unconditional and irrevocable irrespective of:

(a) any lack of validity, legality or enforceability of the Plan, the Purchase Agreement or any of the Ancillary Agreements;

(b) the failure of the Liquidator to

(i) assert any claim or demand or enforce any right or remedy against the Purchaser or any other Person under the provisions of the Plan, the Purchase Agreement or any of the Ancillary Agreements, or

(ii) exercise any right or remedy against any other guarantor of, or collateral securing, any Obligations;

(c) any change in the time, manner or place of payment or performance, or in any other term of, all or any of the Obligations, or any other extension, compromise or renewal of any Obligation;

(d) any reduction, limitation, impairment or termination of any Obligations for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to (and the Parent hereby waives any right to or claim of) any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality, nongenuineness, irregularity, compromise, unenforceability of, or any other event or occurrence affecting, any Obligations;

(e) any amendment to, rescission, waiver, or other modification of, or any consent to departure from, any of the terms of the Plan, the Purchase Agreement or any of the Ancillary Agreements;

(f) (i) any addition, exchange, release, surrender or non-perfection of any collateral or (ii) any amendment to or waiver or release or addition of, or consent to departure from, any other right held by the Liquidator, securing or supporting any of the Obligations;

(g) any change, restructuring or termination of the corporate structure or existence of the Parent or any of its Subsidiaries, including, without limitation, the Purchaser;

(h) the failure of any Person to execute or deliver any bilateral, multilateral or unilateral agreement, or the release or reduction of liability of the Parent with respect to the Obligations; or

(i) any other circumstances (including, without limitation, any statute of limitations) which might otherwise constitute a defense available to, or a legal or equitable discharge of, the Parent or the Purchaser.

4. Reinstatement, etc. The Parent agrees that this Parental Support Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any payment or

performance (in whole or in part) of any of the Obligations is avoided, rescinded or must otherwise be restored upon the insolvency, bankruptcy or reorganization, receivership, liquidation, conservatorship, or similar proceeding of the Purchaser, any other Person or otherwise, as though such payment had not been made.

5. Waiver on Claims. The Parent hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Obligations and this Parental Support Agreement and any other requirement that any Person protect, secure, perfect or insure any security interest, or any property subject to such a security interest, or exhaust any right or take any action against the Purchaser or any other Person or any collateral securing any Obligation.

6. Waivers.

(a) Any term or provision of this Parental Support Agreement may be waived, or the time for its performance may be extended, by the Party or Parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this Parental Support Agreement if, as to any Party, it is authorized in writing by an authorized representative of such Party. The failure of any Party hereto to enforce at any time any provision of this Parental Support Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Parental Support Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Parental Support Agreement shall be held to constitute a waiver of any other or subsequent breach.

(b) Until the Obligations have been paid in cash indefeasibly in full or performed in full, the Parent hereby irrevocably waives any claim or other rights which it may now or hereafter acquire against the Purchaser or any other Person that arise from the existence, payment, performance or enforcement of the Parent's obligations under this Parental Support Agreement, including any right of subrogation, reimbursement, contribution, exoneration, or indemnification, any right to participate in any claim or remedy of the Liquidator against the Purchaser or any other Person, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law, including the right to take or receive from the Purchaser or any other Person, directly or indirectly, in cash or other property or by setoff or in any manner, payment or security on account of such claim or other rights. If any amount shall be paid to the Parent in violation of the preceding sentence and the Obligations shall not have been paid in cash indefeasibly in full and performance continues to be due, such amount shall be deemed to have been paid to the Parent for the benefit of, and held in trust for, the Liquidator, and shall forthwith be paid to the Liquidator to be credited and applied upon the Obligations, whether matured or unmatured.

(c) The Parent hereby unconditionally and irrevocably waives any right to revoke this Parental Support Agreement and acknowledges that this Parental Support Agreement is continuing in nature and applies to all Obligations, whether existing now or in the future.

(d) The Parent hereby unconditionally and irrevocably waives: (i) any defense arising by reason of any claim or defense based upon an election of remedies by the Liquidator that in any manner impairs, reduces, releases or otherwise adversely affects the

subrogation, reimbursement, exoneration, contribution or indemnification rights or other rights to proceed against the Parent, any guarantor or any other Person and (ii) any claim of rescission, right of setoff, counterclaim, or defense to payment against or in respect of this Parental Support Agreement or the Obligations.

(e) The Parent acknowledges that it will receive direct and indirect benefits from the transactions contemplated by the Plan, the Purchase Agreement and the Ancillary Agreements and that the waivers set forth in this Section are knowingly made in contemplation of such benefits.

7. Representations and Warranties. Parent represents and warrants that:

(a) it is a corporation duly organized, validly existing and in good standing under the laws of _____;

(b) it has all requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform this Parental Support Agreement and to perform its obligations hereunder;

(c) this Parental Support Agreement has been duly executed and delivered by it and constitutes a valid and binding agreement of Parent enforceable in accordance with the terms hereof; and

(d) the execution, delivery and performance by Parent of this Parental Support Agreement do not and will not conflict with, or result in any breach or violation of, its articles of incorporation or by-laws, any order, decree, statute, law, ordinance, rule or regulation applicable to it, or any agreement to which it is a Party or by which it or any of its assets is bound.

8. Opinion of Counsel. Parent shall provide the Liquidator an opinion of counsel to the Parent, dated as of the date hereof, in the form of Exhibit One hereto.

9. Covenants. The Parent hereby covenants and agrees, for the benefit of the Liquidator, that until all Obligations have been satisfied in full:

(a) Maintenance of Office. The Parent will maintain its chief executive office at [] or at such other place in the United States of America as the Parent shall designate upon written notice to the Liquidator.

(b) Records and Accounts. The Parent will: (a) keep true and accurate records and books of account in which full, true and correct entries will be made in accordance with GAAP and (b) maintain adequate accounts and reserves for all taxes (including income taxes), depreciation, depletion, obsolescence and amortization of its properties, contingencies, and other reserves.

(c) Financial Statements, Certificates and Information. The Parent will deliver to the Liquidator:

(A) (i) as soon as practicable, but in any event not later than one hundred twenty (120) days after the end of each fiscal year of the Parent, the financial statements of the Parent for such fiscal year, in each case to be delivered to the Liquidator, and (ii) not later than one hundred eighty (180) days after the end of each fiscal year of the Parent, the audited financial statements of the Parent for such fiscal year;

(B) as soon as practicable, but in any event not later than sixty (60) days after the end of the first three fiscal quarters of each fiscal year of the Parent (i) copies of the financial statements of the Parent for such fiscal quarter, together with a certification by the principal financial or accounting officer of the Parent that the information contained in such financial statements fairly presents the financial position of the Parent on the date thereof (except for provisions for footnotes, reserves and accruals and subject to year-end adjustments), in each case to be delivered to the Liquidator;

(C) within ten (10) days of the receipt thereof, copies of all accountants' management letters; and

(D) promptly after request, from time to time, such other financial data and information as the Liquidator may reasonably request.

(E) [Other applicable covenants depending on the circumstances of the Parent e.g. public vs. private; regulated vs. unregulated]

(d) Notices.

(A) The Parent will promptly upon becoming aware thereof, notify the Liquidator in writing of any adverse actions, including a downgrade in Ratings, taken by any rating agency with respect to the Parent's Rating.

(B) Promptly, and in any event within five (5) Business Days after becoming aware of anything which would reasonably be expected to have a Material Adverse Effect on the Parent, the Parent will notify the Liquidator in writing, together with a reasonably detailed description thereof.

(e) Legal Existence; Maintenance of Properties. The Parent will do or cause to be done all things necessary to preserve and keep in full force and effect its legal existence, rights and franchises.

(f) Inspection of Properties and Books, etc.

(A) General. The Parent shall permit the Liquidator or any designated representative of the Liquidator, to visit and inspect any of the properties of the Parent and of its Subsidiaries, to examine the books of account of the Parent and its Subsidiaries (and to make copies thereof and extracts therefrom), and to discuss the affairs, finances and accounts of the Parent and its Subsidiaries with, and to be advised as to the same by, its and their officers, and to conduct

examinations and verifications (whether by internal examiners or independent auditors) of assets, all at such reasonable times and intervals as the Liquidator may reasonably request.

(B) Communications with Accountants. The Parent authorizes the Liquidator to communicate directly with the Parent's independent certified public accountants and authorizes such accountants to disclose to the Liquidator any and all financial statements and other supporting financial documents and schedules including copies of any management letter with respect to the business, financial condition and other affairs of the Parent. At the request of the Liquidator, the Parent shall deliver a letter addressed to such accountants instructing them to comply with the provisions of this Section 9(f).

(g) Insurance Regulatory Filings; Examination Reports [Applicable if Parent is an insurance company or insurance holding company].

(A) The Parent will furnish to the Liquidator promptly: (i) each material registration, filing or submission made with any Insurance Regulatory Authority, (ii) each material examination report or other similar material report submitted by the Parent to any Insurance Regulatory Authority, (iii) each notice of any material violation by the Parent or any material deficiency of the Parent under, any applicable laws relating to insurance companies or to persons controlling insurance companies, and (iv) any other material notice received by the Parent from any Insurance Regulatory Authority.

(B) The Parent will establish and maintain on its books General Reserves which shall at all times be adequate, under SAP, to cover the total amount of all of its reasonably anticipated liabilities under all issued and outstanding policies under which it has or may have any liability. The Parent will at all times own assets qualifying as reserve assets under applicable laws in an aggregate amount at least equal to all of its General Reserves.

(h) Compliance with Law. Parent will comply with all Laws to which it is subject and will obtain and maintain in effect all licenses, certificates, permits, franchises and other governmental authorizations necessary to the ownership of its properties or to the conduct of its business, in each case to the extent necessary to ensure that non-compliance with such Laws could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the Parent.

(i) Further Assurances. At any time and from time to time after the Closing Date, the Parties hereto agree to: (a) furnish upon reasonable request to each other such further assurances, information, documents, instruments of transfer or assignment, files and records, (b) promptly execute, acknowledge, and deliver any such further assurances, documents, instruments of transfer or assignment, files and books and records, and (c) do such further acts and things, all as such other Party may reasonably request (and at such Party's expense) for the purpose of carrying out the intent of this Parental Support

Agreement, the Plan and the Ancillary Agreements and the documents referred to herein and therein.

10. Indemnification. Without limitation on any other obligations of the Parent or remedies of the Liquidator, the Parent shall, to the fullest extent permitted by law, indemnify, defend and save and hold harmless the Liquidator and his or her officers, directors, employees, agents and advisors (each, an “Indemnified Party”) from and against, and shall pay on demand, any and all claims, damages, losses, liabilities and expenses (including, without limitation, reasonable fees and expenses of counsel) that may be incurred by or asserted or awarded against any Indemnified Party in connection with or as a result of any failure of any Obligations to be the legal, valid and binding obligations of the Purchaser enforceable against it in accordance with their terms.

11. Termination. This Parental Support Agreement shall terminate: (i) on the date as of which all of the Obligations are fully and finally discharged or (ii) by the written agreement of the parties hereto, or (iii) if, with the consent of the Liquidator, the Obligations are assumed by any other insurer authorized to do the business of insurance within the State of New York.

12. Taxes. All payments or deposits to be made by the Parent hereunder shall be made free and clear of any deduction or withholding. If the Parent is required by any law to make any deduction or withholding on account of tax or otherwise from any such payment shall be increased to the extent necessary to ensure that, after making of such deduction or withholding, the Liquidator shall receive a net sum equal to the sum that the Liquidator would have received had no such deduction or withholding been made.

13. No Third Party Beneficiaries. The obligations of the Parent herein are intended for the sole benefit of the Liquidator for the purpose of protecting the interests of the Claimants pursuant to the Plan, the Purchase Agreement and the Ancillary Agreements, and nothing in this Parental Support Agreement shall be deemed to create rights or interests in any third party, including without limitation any Claimant, payee, contract holder, third party or beneficiary under any insurance policy issued by the Company.

14. Governing Law. This Parental Support Agreement shall be governed by and construed in accordance with the internal laws of the State of New York. The Parent submits to the personal jurisdiction of the Receivership Court for any and all matters relating, in any manner, to this Parental Support Agreement, the Plan, the Purchase Agreement and the Ancillary Agreements.

15. Dispute Resolution. All disputes concerning the Purchase Agreement, this Parental Support Agreement and the other Ancillary Agreements shall be resolved by the Receivership Court under procedures prescribed by the Receivership Court.

16. Consent to Jurisdiction. Any litigation based hereon, or arising out of, under, or in connection with, this Parental Support Agreement, the Plan, the Purchase Agreement or the Ancillary Agreements, shall be brought and maintained exclusively in the Receivership Court; provided, however, that any such litigation seeking enforcement against any property may be brought and maintained in the courts of any jurisdiction where such property may be found.

The Parent hereby expressly and irrevocably submits to the jurisdiction of the Receivership Court for the purpose of any such litigation as set forth above. The Parent hereby irrevocably appoints [____], New York, New York [____], USA (the "Process Agent"), attention: [____], as its agent to receive, on its behalf and on behalf of its property, service of copies of the summons and complaint and any other process which may be served in any such litigation. such service may be made by mailing or delivering a copy of such process to the Process Agent at the Process Agent's above address, and the Parent hereby irrevocably authorizes and directs the Process Agent to accept such service on its behalf. The Parent further irrevocably consents to the service of process by certified mail, postage prepaid or by personal service within or without the state of New York. The Parent hereby expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any such litigation brought in any such court referred to above and any claim that any such litigation has been brought in an inconvenient forum.

17. Notices. All notices, requests, claims, demands, and other communications permitted hereunder shall be in writing and shall be given or made (or shall be deemed to have been duly given or made upon receipt) when delivered personally or when sent by registered or certified mail or by private courier addressed as follows:

If to the Parent:

Attention: Corporate Secretary
Facsimile:
Email:

With a copy to:

Attention:
Facsimile:
Email:

If to the Liquidator:

The New York Liquidation Bureau
123 William Street
New York, NY 10038-3889
Attention: Assistant Special Deputy Superintendent and General Counsel
Facsimile: 212-341-6144
Email: alorin@nylb.org

With a further copy to:

Bingham McCutchen LLP
One State St.
Hartford, CT 06103
Attention: Harold S. Horwich
Facsimile: (860) 240-2800
Email: harold.horwich@bingham.com

or to such other address as such Party may indicate by a notice delivered to the other Parties hereto in accordance with this Section 17.

18. Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

19. Entire Agreement; Amendments. This Parental Support Agreement, the Purchase Agreement, the Plan, the Ancillary Agreements, the Annexes, Exhibits and Schedules referred to herein, and the Confidentiality Agreement contain the entire understanding of the Parties hereto with regard to the subject matter contained herein or therein, and supersede all other prior representations, warranties, agreements, understandings or letters of intent between or among any of the Parties hereto. This Parental Support Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the Parties hereto.

20. Successors and Assigns. This Parental Support Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. No Party to this Parental Support Agreement may assign its rights whether before or after the Closing or delegate its obligations under this Parental Support Agreement without the express prior written consent of the other Parties to this Parental Support Agreement.

21. Rules of Construction.

(a) Capitalized terms which are used in this Parental Support Agreement, and not otherwise defined herein, shall have the meanings ascribed to them in Appendix A.

(b) For purposes of this Parental Support Agreement:

(i) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; and

(ii) the words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar meaning refer to this Parental Support Agreement as a whole and not to any particular article, section, subsection or clause contained in this Parental Support Agreement (unless there is specific reference to such article, section, subsection or clause); and

(c) Unless the context otherwise requires, references herein:

(i) to Annexes, Articles, Sections, Exhibits and Schedules mean the Articles and Sections of, and the Annexes, Exhibits and Schedules attached to, this Parental Support Agreement;

(ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof, this Parental Support Agreement and applicable law;

(iii) to each term, whether stated in the singular or the plural, shall include both the singular and the plural;

(iv) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder; and

(v) to a Person as a Holder of a Claim or Interest includes that Person's legal representatives, successors and assigns.

(d) The Annexes, Schedules and Exhibits referred to herein shall be construed with and as an integral part of this Parental Support Agreement. Titles to Articles and headings of Sections are inserted for convenience of reference only and shall not be deemed a part of or to affect the meaning or interpretation of this Parental Support Agreement.

22. Disclaimer of Warranties. The Liquidator does not make any representations or warranties with respect to any projections, forecasts or forward-looking information provided to Parent or the Purchaser. There is no assurance that any projected or forecasted results will be achieved. **EXCEPT AS TO THOSE MATTERS EXPRESSLY COVERED BY THE REPRESENTATIONS AND WARRANTIES IN THE PURCHASE AGREEMENT, THE LIQUIDATOR IS SELLING THE TRANSFERRED ASSETS AND THE CLAIMS ON AN "AS IS, WHERE IS" BASIS AND THE LIQUIDATOR DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS AND GUARANTEES WHETHER EXPRESS OR IMPLIED. THE LIQUIDATOR DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND NO IMPLIED WARRANTIES WHATSOEVER. THE LIQUIDATOR'S REPRESENTATIONS AND WARRANTIES DO NOT SURVIVE THE CLOSING.**

23. Execution in Counterparts. This Parental Support Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the Parties hereto and delivered to the other Parties.

24. Expenses. Except as expressly set forth herein, each Party hereto will pay all costs and expenses incident to its negotiation and preparation of this Parental Support Agreement and to its performance and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including the fees, expenses and disbursements of its counsel and independent public accountants.

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IN WITNESS WHEREOF, the Parent has caused this Parental Support Agreement to be executed and delivered as of the day and year first written above by their respective duly authorized officers.

PARENT

By: _____

Name:

Title:

PURCHASER

By: _____

Name:

Title:

Accepted by:

ERIC R. DINALLO, SUPERINTENDENT OF
NEW YORK INSURANCE DEPARTMENT

Eric R. Dinallo, Superintendent

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Exhibit One
Opinion of Counsel to the Parent

Appendix A Definitions