

## Assignment Agreement

This Assignment Agreement between \_\_\_\_\_ (“Assignee”) and the undersigned eligible policyholder (“Eligible Policyholder”) is entered into as of \_\_\_\_\_, 2018.

WHEREAS, Medical Liability Mutual Insurance Company (“MLMIC”) is in the process of seeking approval from the New York State Department of Financial Services (“DFS”) to convert from a mutual to a stock insurance company, to be followed by the acquisition of MLMIC by National Indemnity Company; and

WHEREAS, as part of the conversion, MLMIC will make certain payments (“Cash Consideration”) based on premiums paid on policies in effect from July 15, 2013 through July 14, 2016 (“Eligibility Period”); and

WHEREAS, Assignee paid the premium due on one or more professional liability insurance policies issued by MLMIC to the Eligible Policyholder and in effect during the Eligibility Period to cover liabilities incurred by Eligible Policyholder in the course of Eligible Policyholder’s employment; and

WHEREAS, Eligible Policyholder acknowledges that in accordance with an employment agreement or other arrangements between the Assignee and the Eligible Policyholder (to which MLMIC is not a party), Assignee is entitled to receive the portion of the Cash Consideration that is allocable to the Eligible Policyholder and not designated by the Eligible Policyholder to be paid to a Policy Administrator or an EPLIP Employer ( each as defined in the MLMIC Policyholder Information Statement dated June 22, 2018 (the “PIS”));

NOW, THEREFORE, in consideration of the premium payments made by Assignee and other good and valuable consideration, Eligible Policyholder and Assignee agree as follows:

1. Eligible Policyholder hereby irrevocably assigns to Assignee the portion of the Cash Consideration allocable to Eligible Policyholder in connection with the conversion of MLMIC from a mutual to a stock insurance company that is not designated by the Eligible Policyholder to be paid to a Policy Administrator or an EPLIP Employer
2. It is Eligible Policyholder’s and Assignee’s intention and understanding that based on this Assignment Agreement, the portion of Cash Consideration allocable to the Eligible Policyholder and assigned hereunder shall be paid in full directly to Assignee by MLMIC. In the event Eligible Policyholder receives such allocable share of the Cash Consideration, or any part thereof, Eligible Policyholder hereby agrees to pay over such amount to Assignee, its successors, affiliates, or agents.
3. Eligible Policyholder authorizes Assignee to notify MLMIC of this Assignment Agreement and further agrees to execute any additional documentation required by MLMIC in order to effectuate this Assignment.

4. In the event of an objection by a Policy Administrator or an EPLIP Employer in accordance with the procedure described in the PIS, this assignment shall apply only to the amount finally determined to be payable to the Eligible Policyholder.

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of the date set forth above.

\_\_\_\_\_  
Eligible Policyholder

\_\_\_\_\_  
Assignee

\_\_\_\_\_  
Print name of Eligible Policyholder

\_\_\_\_\_  
Print name of Assignee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Address of Assignee

STATE OF NEW YORK

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_,  
2018 by \_\_\_\_\_  
(Name of Eligible Policyholder)

\_\_\_\_\_  
Notary Public in and for the State of New York