

The McGowan Companies

Home Office – Old Forge Centre • 20595 Lorain Road • Fairview Park, OH 44126
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Brokerage Agreement

This Agreement (hereinafter “Agreement”) by and between COMPANY and BROKER shall be effective the first date that it is executed by both signatories.

“**COMPANY**” shall mean, severally but not jointly, each member company (“**Member**”) of The McGowan Companies © (hereinafter “**McGOWAN**”) designated herein. COMPANY has its principal office at 20595 Lorain Road, Fairview Park, Ohio 44126. “COMPANY” shall also include any person or organization which is a parent or owner of any Member. COMPANY shall also include any organization which is a subsidiary of, owned by, related to, or affiliated with any Member.

“**BROKER**” shall mean the following organization (firm):

Name of Firm:

Firm’s Principal Office Address:

(BROKER)

“BROKER” shall include any person or organization which is a parent or owner of BROKER. “BROKER” shall also include any organization which is a subsidiary of, owned by, related to, or affiliated with BROKER.

If you check this box, this Agreement will apply to all of your branch offices, not just the branch office listed above. Please provide us with the contact information for all of your branch offices (the names of your Marketing Manager and other contacts, in addition to their addresses, phone #s, fax #s, e-mail addresses, etc.).

Member Companies of The McGowan Companies (“Members”)

Members of McGOWAN have no relationship to one another, separate from the fact that they have agreed to accept a “universal” brokerage agreement (this Agreement) to begin a relationship with BROKER, in lieu of their own brokerage agreements. Each Member of MCGOWAN is independently-owned and operated. Each Member of McGOWAN sells unique products and coverages that are – generally - not available through other Members of McGOWAN. Some Members of McGOWAN offer financial services to BROKER, while others offer insurance products and services. The sole purpose of this Agreement is to offer BROKER access to the diverse financial services and insurance products and services of the Members of McGOWAN in the easiest manner possible (i.e.- the usage of a “universal” brokerage agreement).

WITH REGARDS ANY POLICY OF INSURANCE ISSUED BY OR THROUGH A MEMBER OF McGOWAN, THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL APPLY AS IF THAT MEMBER (AS WELL AS ANY COMPANY WHICH IS A PARENT OR OWNER OF SAID MEMBER, A SUBSIDIARY OF SAID MEMBER, OR IS OWNED BY SAID MEMBER) AND BROKER WERE THE ONLY TWO PARTIES TO THIS AGREEMENT.

Members of McGOWAN to which this Agreement applies:

- | | |
|--------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> The McGowan Companies | <input checked="" type="checkbox"/> Community Associations PG, Inc. |
| <input checked="" type="checkbox"/> The McGowan Holdings Group, Ltd. | <input checked="" type="checkbox"/> Cultural & Historical Institutions PG, Inc. |
| <input checked="" type="checkbox"/> McGowan & Company, Inc. | <input checked="" type="checkbox"/> Great American Cities PG, Inc. |
| <input checked="" type="checkbox"/> Program Managers International, Inc. | <input checked="" type="checkbox"/> National Restaurant Owners PG, Inc. |
| <input checked="" type="checkbox"/> Statehouse Casualty Managers, Inc. | <input checked="" type="checkbox"/> Any entity which becomes a Member of McGOWAN while this Agreement is in force or at any time thereafter |
| <input checked="" type="checkbox"/> The Windward Group, Inc. | |
| <input checked="" type="checkbox"/> McGowan, Donnelly & Oberheu, LLC | |

Websites:

www.mcgowaninsurance.com

www.windwardgroup.net

www.statehousecasualty.com

www.mdoinurance.com

WHEREAS, BROKER desires to utilize the services and/or facilities of COMPANY to obtain insurance or financial policies, products, or services (hereinafter, and collectively, "Products") for the BROKER 's clients, and,

WHEREAS, COMPANY agrees to extend such Products to BROKER, subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual promises and covenants herein set forth herein, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Properly Licensed

BROKER warrants that it is properly licensed to transact business as an agent, broker, or producer for all the types of Products it shall place or purchase through COMPANY in accordance with the insurance and financial regulations and laws of the state in which BROKER transacts such business.

2. Commission & Fees

Some Products sold by COMPANY are commissionable to BROKER, while others are not. Quotes and invoices provided to BROKER by COMPANY shall clearly state whether or not commission is payable.

On commissionable Products, the commission payable shall be at a rate stipulated by COMPANY, which rate is within COMPANY's sole discretion.

In the event that a policy of insurance (hereinafter "policy") on which BROKER has received a commission is cancelled or modified (regardless of whether such cancellation or modification is instituted by an insurance company, a financial services company, COMPANY, BROKER, the insured, a premium finance entity, or by any other person or organization), BROKER shall pay return commission to COMPANY on return premium at the same rate at which such return premium is calculated.

BROKER may charge insureds fees for its services. However, BROKER warrants that it will charge fees in accordance with the applicable state insurance and financial regulations and laws.

3. Liability of BROKER for Gross Amount Due with No Offsets; Offsets by COMPANY

With regards any Product placed or provided by COMPANY to BROKER, BROKER is liable for the gross amount due COMPANY (including all premiums, and/or fees, and/or taxes) without deductions.

In the eventuality that an endorsement to a policy or change in a Product results in a credit or return premium, BROKER is not permitted to deduct this credit or return premium from any other amounts due to COMPANY by BROKER. Credits or return premiums will be sent by COMPANY to BROKER. However, COMPANY may offset any amounts due COMPANY by BROKER against any amounts due BROKER by COMPANY.

For the purposes of this Agreement, "fees" shall be defined to include purchasing group membership fees, other purchasing group fees, placement fees, service fees, broker fees, policy fees, consulting fees, or any other fees due COMPANY, as well as any fees mandated by local, state, or federal governments or governmental organizations, including, but not limited to, surplus lines stamping office fees. If COMPANY charges a fee on a given policy or for a given service or membership, it shall disclose that it is charging said fees. Each policy or Evidence of Insurance will detail the exact premiums and fees being charged.

4. Fiduciary Capacity; Permission for BROKER to Retain Interest on Fiduciary Sums

BROKER shall hold premiums, fees, and other amounts due COMPANY in a fiduciary capacity until such time as said funds are delivered to COMPANY. BROKER shall not use fiduciary funds for any other purpose whatsoever.

COMPANY provides its permission to BROKER to retain interest on any account in which fiduciary sums are held.

5. Payment Due Upon Receipt of Invoice Unless Other Due Date Stipulated

COMPANY shall furnish BROKER with an invoice setting forth the total amount due COMPANY with regards a given Product, which total amount may include totaled premiums, fees, and taxes. BROKER shall remit to COMPANY the amount shown on such invoice upon receipt of the invoice, unless a different payment due date appears on the invoice.

6. Payment Due to COMPANY Even If Payment Not Received from Insured or Customer

BROKER shall pay all charges, premiums, fees, and taxes due to COMPANY in accordance with paragraph "5." above, subject to paragraph "7." below, whether or not such charges, premiums, or fees have been collected by BROKER from an insured or customer. BROKER shall pay for any costs or attorneys' fees incurred by COMPANY to collect any sums due in accordance with this Agreement, subject to paragraph "7." below.

7. Collection of Audit Premiums

BROKER will use its reasonable efforts to collect audit premiums due COMPANY. If BROKER is unsuccessful in collecting audit premiums due, it may give COMPANY written notice of same. So long as BROKER provides COMPANY written notice that it is unable to collect audit premium due from a given insured within thirty (30) days of receiving an invoice for said audit premium from COMPANY, and so long as BROKER provides proof to COMPANY that it has attempted at least twice – in writing - to collect the audit premium due from said insured, BROKER shall not be liable to COMPANY for said audit premium. COMPANY may then attempt to collect said audit premium. If COMPANY is successful in obtaining said audit premium, BROKER shall not be entitled to commission on said audit premium.

8. Right to Decline

COMPANY shall have the absolute right to decline any business submitted by the BROKER.

9. No Quoting or Binding Authority; Coverage Not Bound Without Written Binder; Conveying Coverage to Insureds; BROKER Liable for Conveying Terms & Conditions of Coverage to Insureds Beyond the Terms & Conditions of Binders or Policies Issued by Company; No Obligation to Quote or Bind Coverage Pursuant to BROKER's Request

A. *No Quoting or Binding Authority*

BROKER does not have the authority to quote or bind coverage on any policy available through COMPANY. Nor shall any provision of this Agreement be construed as permitting BROKER to bind a policy, even if it has received a quote from COMPANY.

B. *Coverage Not Bound without Written Binder*

Coverage is not bound on a policy until such point as BROKER receives a written binder from COMPANY.

C. *Conveying Coverage to Insureds*

Once COMPANY has provided BROKER a binder of coverage, BROKER may convey that coverage has been bound to the insured.

D. *BROKER Liable for Conveying Terms & Conditions of Coverage to Insureds Beyond the Terms & Conditions of Binders or Policies Issued by COMPANY*

BROKER assumes all liability for situations in which a BROKER conveys to an insured that said insured has received coverage beyond that which is provided by a binder or policy of insurance received by BROKER from COMPANY.

E. *No Obligation To Quote or Bind Coverage Pursuant To BROKER's Request*

If BROKER requests COMPANY to provide a quote or a policy with particular terms and conditions, COMPANY shall be under no obligation to do so. The terms and conditions of quotes or policies issued by COMPANY may not comport with all of the terms and conditions requested by BROKER in its application for insurance or other correspondence.

10. Independent Contractor – No Agency Relationship; No Employer-Employee Relationship

BROKER may not hold itself out, nor convey to anyone by any means, nor allude to the fact that it is an agent or employee of COMPANY. Nothing in this Agreement shall be construed to create a relationship of employer and employee, nor an agency relationship, between BROKER and COMPANY. BROKER's only rights as an appointed broker of COMPANY shall be: (1) to submit applications for Products to COMPANY consideration; and, (2) to request COMPANY to bind coverage pursuant to COMPANY's quote. BROKER is an independent contractor.

11. Authorization To Receive Advertising Information & Correspondence

BROKER authorizes COMPANY to send it and any of its employees advertising information and correspondence, whether solicited or unsolicited, via any means of communication or telecommunication, electronic or otherwise, including, but not limited to, facsimile, telephone, modem, Internet, United States Mail, or independent package delivery service.

12. Agreement Only Between COMPANY & BROKER

This Agreement is entered into solely between BROKER and COMPANY. COMPANY assumes no responsibility toward any customer, policyholder, sub-producer, or BROKER with regard to the adequacy, amount, or form of any insurance coverage or Product placed through COMPANY.

13. Allocation of Responsibility for Errors & Omissions

A. *Negligence, Errors & Omissions, and Wrongdoing of COMPANY*

Should a third party bring a claim or lawsuit against BROKER because of the alleged negligence, wrongdoing, error, or omission of COMPANY, COMPANY shall defend, indemnify, and hold harmless BROKER from any damage, loss, cost, expense, liability, penalty or fine, attorney's fee, including reasonable interest thereon until paid, settlement, or judgment which BROKER incurs defending, settling, or resolving the claim or lawsuit, but only to the extent of COMPANY's alleged negligence, wrongdoing, error, or omission.

B. *Negligence, Errors & Omissions, and Wrongdoing of BROKER*

Should a third party bring a claim or lawsuit against COMPANY, any insurance company through which coverage is placed or potentially placed, or an insurance or financial services company through which a Product is obtained or potentially-obtained because of the alleged negligence, wrongdoing, error, or omission of BROKER, BROKER shall defend, indemnify, and hold harmless COMPANY, any insurance company through which coverage is placed or potentially placed, and/or any insurance or financial services company through which a Product is obtained or potentially obtained from any damage, loss, cost, expense, liability, penalty or fine, attorney's fee, including reasonable interest thereon until paid, settlement, or judgment which COMPANY, any insurance company through which coverage is placed, and/or any insurance or financial services company through which a Product is

obtained incurs defending, settling, or resolving the claim or lawsuit, but only to the extent of BROKER's alleged negligence, wrongdoing, error, or omission.

C. *Adequacy, Amount & Form of Coverage – BROKER's Responsibility*

It shall be BROKER's responsibility to provide its customers and/or insureds with proper advice as to the adequacy, amount, and form of insurance coverage or Products.

COMPANY shall only be liable for: (1) binding coverage according to the terms and conditions of its quotes; and, (2) issuing policies according to the terms and conditions of its quotes and binders.

BROKER shall defend, indemnify, and hold harmless COMPANY, any insurance company through which coverage is placed or potentially placed, and/or any insurance or financial services company through which a Product is obtained or potentially obtained from any damage, loss, cost, expense, liability, penalty or fine, attorneys' fees, including interest thereon until paid, arising out of, caused by, relating to, resulting from, or as a consequence of any alleged errors or omissions regarding: (1) the adequacy, amount, or form of any insurance coverage or Product obtained by BROKER through COMPANY; (2) the failure to provide any customer or insured with: (a) insurance coverages or Products requested; (b) insurance coverages or Products which are adequate or appropriate for that customer or insured's needs; (c) limits and/or benefits requested; (d) limits and/or benefits which are adequate or appropriate for that customer or insured's needs. This Section 13. A. takes precedence over any other language in this Agreement to the contrary.

14. No Obligation To Provide Notice of Expiration; No Automatic Renewals

With regards to the renewal of any policy or Product placed by BROKER through COMPANY, COMPANY shall not be under any obligation to provide BROKER with notice of that policy or Product's expiration.

It shall be BROKER's responsibility to request renewal instructions from COMPANY, regardless of any prior practice of COMPANY, standard in the industry, custom, or usage. Policies and Products do not automatically renew. In order to renew coverage, BROKER must comply with all of the renewal guidelines and instructions specified by COMPANY.

15. No Backdating; Written Instructions Required To Bind

Requests to bind coverage on a new or renewal policy must be sent to COMPANY in writing and be received by COMPANY on or before the inception date of coverage.

16. Flat Cancellations Not Permitted

Flat cancellations are not permitted on policies placed by BROKER through COMPANY.

17. Termination of Agreement

A. *Effective Date of Termination*

(1) *Automatic Termination*

This Agreement shall immediately and automatically terminate on the date:

- (a) That any public authority revokes, cancels, or declines to renew any license required for BROKER to transact business as an agent or BROKER for any of the types of insurance policies BROKER has placed through COMPANY;
- (b) On which there occurs a merger or consolidation with respect to BROKER;
- (c) On which there occurs a sale or transfer of substantially all of the assets of BROKER or a majority of its issued and outstanding stock;

- (d) That either party becomes or is declared insolvent; or,
- (e) That either party gives written notice to the other of:
 - i. A breach or abandonment of this Agreement by the other party;
 - ii. Fraud by the other party;
 - iii. Gross or willful misconduct by the other party;

(2) *Termination for Any Other Reason*

This Agreement shall terminate sixty (60) days after the date that either party to this Agreement notifies the other party to this Agreement of its intent to terminate this Agreement.

B. *Compliance with State Laws Regarding Termination*

COMPANY will comply with any State's laws which require COMPANY to maintain this Agreement for a period of time after BROKER has been notified of COMPANY's intent to terminate.

C. *Financial Obligations of Parties in Event of Termination*

(1) *Payment Due On All Accounts Within Fifteen (15) Days of Termination*

In the event of a termination of this Agreement, BROKER shall pay all sums then due to COMPANY within fifteen (15) days of the date of such termination.

(2) *Balances Due From Past & Future Transactions Not Affected By Termination*

Termination of this Agreement does not relieve BROKER from paying any sums due COMPANY as of the date of such termination; nor does termination of this Agreement relieve BROKER from paying any sums which become due COMPANY after the termination of this Agreement because of transactions not yet processed as of the date of such termination, but which transactions are related to business in-force as of the termination date of this Agreement.

(3) *Accrued Rights, Liabilities & Obligations of Parties To Agreement Not Affected By Termination*

Termination of this Agreement shall not affect the respective rights, liabilities, or obligations of either party to this Agreement accrued up to the date of such termination.

(4) *Amounts Due & Commissions Due Not Affected By Termination*

Termination of this Agreement will not affect any amounts due or commissions due either party accrued up to the date of such termination; nor will it affect any amounts due or commissions due with regards in-force business that continues in-force after the date of such termination.

D. *Ownership of Expirations*

So long as BROKER has satisfied its financial obligations to COMPANY as of or within fifteen (15) days of the termination date of this Agreement, the use and control of expirations shall remain the property of BROKER. If BROKER does not satisfy its financial obligations to COMPANY as of or within fifteen (15) days of the termination date of this Agreement, COMPANY shall have exclusive use and control of the expirations until such point as BROKER has satisfied all of its financial obligations to COMPANY.

18. Ownership of COMPANY, Programs & Underwriting Authorities (“Pens”); Ownership of Information Supplied to BROKER by COMPANY; Obligations Regarding the Confidential Information & Trade Secrets of COMPANY

A. *Ownership of COMPANY, Programs & Underwriting Authorities (“Pens”)*

At all times, ownership of COMPANY, COMPANY’s insurance programs, and COMPANY’s underwriting authorities remains exclusively with COMPANY. BROKER warrants that it shall never make a claim nor file a lawsuit alleging that it has ownership, whether partial or total, of COMPANY, COMPANY’s insurance programs (whether past, current, or future), or COMPANY’s underwriting authorities (whether past, current, or future), or the income or profits generated by COMPANY, COMPANY’s insurance programs (whether past, current, or future), or COMPANY’s underwriting authorities (whether past, current, or future).

At times, BROKER may provide COMPANY, with or without COMPANY’s request, with information or suggestions to improve or modify existing insurance programs or underwriting authorities; BROKER may also provide COMPANY, with or without COMPANY’s request, with information or suggestions which would allow COMPANY to develop new insurance programs and/or underwriting authorities. This may include, but is not limited to, information regarding BROKER’s loss experience in a given class of business, rate or coverage information, information about BROKER, information about BROKER’s insureds, and/or information about the relative competitive environment. The terms of this section apply irrespective of any information or suggestions which BROKER supplies to COMPANY during the course of its relationship with COMPANY.

B. *Ownership of Information Supplied to BROKER by COMPANY*

Any information supplied to BROKER by COMPANY shall be considered the exclusive property of COMPANY.

C. *Obligations Regarding the Confidential Information & Trade Secrets of COMPANY*

BROKER may not disclose the Confidential Information or Trade Secrets of COMPANY – as defined in this Agreement - to any third party without the express, written permission of the president of COMPANY. BROKER may not use, nor allow any person or third party to use, the Confidential Information or Trade Secrets of COMPANY to compete against COMPANY. BROKER shall take all necessary steps to protect COMPANY’s Confidential Information and Trade Secrets.

For purposes of this Agreement, “Confidential Information” shall mean any information disclosed by COMPANY to BROKER, whether disclosed in writing or orally, that is not generally available to the public. For purposes of this Agreement, “Trade Secrets” shall mean any information disclosed by COMPANY to BROKER, whether disclosed in writing or orally, that is not generally available to the public.

19. “Broker-of-Record” Letters; Quotes To Other Brokers Following Policy Lapses

Nothing in this Agreement shall prevent COMPANY from acknowledging a “Broker-of-Record” letter from another broker not party to this Agreement, either during or after termination of this Agreement.

Furthermore, if an insured’s policy placed by BROKER through COMPANY should lapse, and BROKER does not request COMPANY to renew such policy, nothing in this Agreement shall prevent COMPANY from quoting that policy to another broker not party to this Agreement.

20. Duty to Cooperate In Investigation & Adjustment of Claims

BROKER shall cooperate fully with COMPANY to facilitate the investigation and adjustment of any claim arising in connection with any policy placed by BROKER through COMPANY. BROKER shall provide copies of its records concerning any given policy placed by BROKER through COMPANY within five (5) days of the receipt of such request from COMPANY.

21. Maintenance of E&O; Minimum E&O Limits

BROKER shall maintain, at all times while this Agreement is in effect, Errors & Omissions Liability with limits of at least \$1,000,000.00 "per occurrence."

22. Entire Agreement; Voids & Supercedes Previous Agreements; Governs All Claims & Controversies Between the Parties, Regardless of Timing

This Agreement constitutes the entire agreement between the parties hereto and voids and supercedes all previous agreements entered into between the parties hereto with respect to its subject matter.

This Agreement governs all claims and controversies between the parties hereto, regardless of whether the claims, controversies, or events, actions, inactions, failures, errors, or omissions giving rise to those claims or controversies began prior to or occurred prior to the effective date of this Agreement, and regardless of whether said claims or controversies were known or unknown as of the effective date of this Agreement, and regardless of whether said claims or controversies were or are currently the subject of litigation.

This Agreement governs all claims and controversies between the parties hereto, regardless of whether the claims, controversies, or events, actions, inactions, failures, errors, or omissions giving rise to those claims or controversies began after or occurred after the termination date of this Agreement, and regardless of whether said claims or controversies were known or unknown as of the termination date of this Agreement, and regardless of whether said claims or controversies were, are currently, or will be the subject of litigation.

23. No Modification Without Written Consent of Both Parties

This Agreement may not be modified without the express written consent of COMPANY and BROKER.

24. Survival

The following sections shall survive termination of this Agreement, regardless of the reason for the termination:

- A. Section 7.;
- B. Section 13., including sub-sections A., B., and C.;
- C. Section 17. C., including sub-sections (1), (2), (3), and (4);
- D. Section 18., including sub-sections A., B., and C.; and,
- E. Section 20.

25. Not Assignable

BROKER's rights under this Agreement are not assignable without the express written consent of COMPANY.

26. Waivers

Failure by COMPANY to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.

No waiver of any breach or default of this Agreement shall be valid unless in writing and signed by COMPANY.

No waiver of any breach or default of this Agreement shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

27. Provisions Determined To Be Invalid By a Court - Severability

Should any section, paragraph, or provision of this Agreement be ruled unenforceable because of the effect of any law, or for any other reason, the remaining provisions herein shall remain unaffected and shall remain fully binding and enforceable.

28. Notice

Any notice required or which may be given under this Agreement shall be in writing and either delivered personally, sent by overnight courier, or mailed by certified mail (return receipt requested) to the addressee. Such notice shall be deemed given when so delivered personally, or, if sent by overnight courier, one (1) business day after the date so sent, or, if mailed by certified mail, three (3) business days after the date of mailing. Notices shall be sent to the address of COMPANY or BROKER stated in this Agreement or to such other address as COMPANY or BROKER shall request in writing.

29. Binding Arbitration

Any claims or controversies, whether such claims or controversies arose prior to, on, or subsequent to the date of this Agreement, which either party to this Agreement brings against the other party to this Agreement and/or any of its past, present, or future officers, directors, employees, agents, or representatives, or against an insurance company through which COMPANY has placed or potentially placed coverage, or against an insurance or financial services company through which COMPANY has obtained or potentially obtained a Product shall be resolved by binding arbitration in Cleveland, Ohio. The results of the arbitration shall be final and binding, the arbitrator's award is not required to include factual findings or legal reasoning, and BROKER and COMPANY's right to appeal or to seek modification of rulings by the arbitrator(s) is strictly limited. Arbitration and selection of an arbitrator or arbitrators shall be conducted according to the then-current rules of the American Arbitration Association, except to the extent that any term or condition of this Agreement conflicts therewith.

30. Jurisdiction; Conflicts of Law

Each party hereby: (1) hereby designates the federal and state courts of competent jurisdiction located in Cleveland, Ohio, as the exclusive courts of proper jurisdiction and venue for any and all legal proceedings relating to this Agreement; (2) irrevocably consents to such designation, jurisdiction and venue; and, (3) waives any objection or defense relating to jurisdiction or venue with respect to any legal proceeding initiated in or transferred to federal and state courts of competent jurisdiction located in Cleveland, Ohio. This Agreement shall be construed in accordance with the laws of the State of Ohio without regard to its principles regarding conflicts of laws. This section does not affect the provisions of Section 29. above; rather, it limits the parties such that they may only enforce binding arbitration in the federal and state courts located in Cleveland, Ohio.

31. "Open Brokerage" Operation; COMPANY has Sole Discretion Whether to Transact Business with Broker (Either Entirely, Partially, or with Regards a Particular Account or Product)

COMPANY operates in an "open brokerage" manner.

COMPANY has the sole discretion to determine whether or not it transacts business with BROKER, either entirely, partially, or with regards a particular account or Product).

32. No Relationship Between MCGOWAN Members; Warrant & Covenant Not To Sue MCGOWAN Members Not Related To A Specific Transaction

Members of MCGOWAN have no relationship with one another, separate from the fact that they have agreed to accept a "universal" brokerage agreement to begin a relationship with BROKER, in lieu of their own brokerage agreements. Should a claim or controversy arise with regards one Member of McGowan, Broker warrants and covenants that shall not file a lawsuit, file an administrative action or complaint, nor engage in any sort of legal proceeding or arbitration against any other Member of MCGOWAN not involved in the claim or controversy.

33. Headers

Headers in this Agreement are used for organizational purposes and shall not be interpreted to convey any meaning.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the dates set forth after their names.

BROKER

By: _____, 20__
Date

Print Name: _____

Title: _____

COMPANY

By: _____, 20__
Date

Print Name: _____

Title: Compliance Representative