No covenant or agreement contained herein shall be deemed to be the covenant or agreement of any member of the Board or the Executive Director nor any of its employees (including its officers) and none of such persons shall be subject to any personal liability or accountability by reason of the acceptance of a position or the undertaking of the performance of any of the responsibilities or obligations or duties contemplated in the carrying out of this Agreement, whether by virtue of any construction, statute or rule of law.

ARTICLE 9. ESTABLISHMENT OF MEMBER CONTRIBUTIONS AND ASSESSMENTS. The Board shall set the Contribution of each Member based on that Member’s Memorandum of Coverage taking into account the type and scope of coverage, the experience of that Member, independent actuarial evaluation and reasonable expenses for operation of the Pool including the establishment and maintenance of reserves. In the event that the annual independent financial audit determines there to be an adverse loss in any given year, and the Board determines that insufficient funds are available from the risk surplus account, a Member may be assessed their pro rata share, based on their Contribution, of such loss if they were a Member of the Pool in such year of loss.

ARTICLE 10. MEMBER’S WITHDRAWAL, CANCELLATION OR TERMINATION.

1. Members agree to continue membership for a period of not less than one (1) full policy year. At the conclusion of a policy year, a Member who has given sixty days (60) prior written notice to the Pool may withdraw at policy year-end. All notices received by Enduris (formerly WGEP) stating an intention to withdraw from the program, or notification that the member is exploring the possibility of withdrawal, either conditional or unconditional, will be considered a notice to withdraw from the pool. When any member gives notice to withdraw or intent to withdraw as described in this section, the Member is not eligible to participate in the next policy coverage period and must wait a minimum of one year before making application to re-join the Enduris (formerly WGEP) program. Upon notification of withdrawing from the pool, the withdrawing Member equity is forfeited to the remaining Members of the pool.

2. The Pool may, by an affirmative vote of a two-thirds (2/3) majority of the Board and by providing a Member sixty (60) days prior written notice, cancel that Member’s participation in the Pool effective at the end of any year for failure to implement the loss reduction/risk control policies of the Pool and/or failure to continue to meet the underwriting criteria of the Pool or the excess carrier.

3. In the event a Member withdraws under subparagraph 1 above or is canceled under subparagraph 2 above, it shall thereafter be the responsibility of the Pool to defend, settle and pay claims within the scope and limits set forth in the canceled Member’s Memorandum of Coverage in effect on the date of the occurrence out of which such claim arose. This provision shall apply solely to claims which occurred during a Member’s participation and evidenced by the Member’s Memorandum of Coverage.

4. Any Member failing to make Contributions, deductibles and/or co-payments when due as required by this Agreement shall be terminated from the Pool effective on the date the Contribution was due and upon that effective date of termination all coverages and benefits hereunder shall cease. If the Member shall subsequently submit its Contribution, the Board may at its discretion, reinstate such membership.

5. Any Member terminated or withdrawing from the Pool shall be liable pro rata for any assessments levied against Members for any year in which that Member belonged to the Pool as if they were still a Member.

6 Revised May 27, 2007