

**IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO**

**Mary Jo Hudson, Ohio
Superintendent of Insurance,
In Her Capacity as Liquidator
The Guarantee Title and
Trust Company,**

Plaintiff,

v.

The Guarantee Title and Trust Company

Defendant.

Case No. 08CVH07-10725

Judge Guy L. Reece, II

FILED
COMMON PLEAS COURT
FRANKLIN CO. OHIO
2008 DEC 19 PM 3:35
CLERK OF COURTS

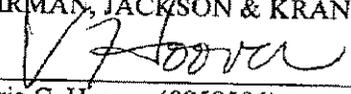
MOTION FOR APPROVAL OF CONSULTING AGREEMENTS

Plaintiff Mary Jo Hudson, Superintendent of the Ohio Department of Insurance, in her capacity as Liquidator of The Guarantee Title and Trust Company ("Liquidator"), respectfully requests an Order approving certain consulting agreements related to the administration of The Guarantee Title and Trust Company Liquidation Estate. This motion is supported by the attached Memorandum in Support.

Respectfully submitted,

NANCY H. ROGERS
Attorney General of Ohio

By Outside Counsel:
KOHRMAN, JACKSON & KRANTZ, LLP

By: 
Valoria C. Hoover (0059596)

Metro V
655 Metro Place South, Ste. 600
Dublin, OH 43016

Telephone: (614) 408-9700
Facsimile: (216) 621-6536

*Attorneys for Mary Jo Hudson, Superintendent,
Ohio Department of Insurance, in her capacity as
Liquidator of
Guarantee Title and Trust Company*

MEMORANDUM IN SUPPORT

I. Introduction

On December 17, 2008, this Court approved the Liquidator's Administrative Operating Procedures for Payment of Administrative Costs and Expenses ("the AOP"). Under the AOP, the Liquidator will seek court approval of certain administrative expense transactions, including certain consulting agreements. Consistent with the AOP and the authority conferred by the Liquidation Order and supporting statutes, the Liquidator hereby requests that the Court approve two consulting agreements between the Liquidator and two former employees of The Guarantee Title and Trust Company ("GTT"). The consulting agreements are attached to, and hereby incorporated into this Motion by reference as Exhibits A and B. As explained more fully below, the Liquidator's request for approval to enter into and allocate the costs of these contracts to the administrative costs and expenses of the GTT Liquidation Estate falls within the authority granted by the Ohio insurance liquidation statutes, the Liquidation Order and the AOP approved by this Court.

II. Argument

The Liquidator is charged under Ohio Rev. Code Chapter 3903 and the Liquidation Order with the duty to secure, marshal, administer and distribute the assets of GTT. The Liquidation Order entered in this case, like the Liquidation Orders entered in other liquidation cases, therefore directs the Plaintiff to take possession and control of all assets, property, books, claims, accounts, documents, and other records of the insolvent insurer, wherever located, and administer them under the general supervision of this Court. (*See e.g.* Liquidation Order paragraph 18). More specifically, R.C. 3903.21(A)(2), in conjunction with paragraph 25(a) of the Liquidation Order, further authorizes the Liquidator to "employ . . . consultants, and such other personnel as [s]he may consider necessary to assist in the liquidation" to carry out these and related liquidation obligations, and to set the reasonable compensation for such contracted-for consultants.

The Liquidator has determined that it is necessary and beneficial to the GTT liquidation estate to retain the services of two former employees of GTT to assist the Liquidator with necessary policyholder

claims administration, escrow account reconciliation and other accounting functions related exclusively to the efficient and orderly administration of the GTT liquidation estate. The contracted-for rate for each consultant is set forth in the respective contracts and is reasonable because it is based on the salary GTT paid these persons during their employment by GTT. The costs associated with the consulting agreements will benefit only the GTT estate and, thus, will be allocated exclusively to the GTT Liquidation Estate as Individual Estate Administrative Services and Expenses under the AOP.

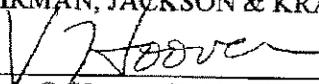
III. Conclusion

For the foregoing reasons, the Liquidator respectfully requests that the Court authorize the Liquidator to enter into the attached consulting agreements and to incur the proposed expenditures therein related to the retention of two former employees as consultants. The Liquidator further requests that this Court approve the Liquidator's payment of the costs of these contracts as administrative costs and expenses of the GTT Liquidation Estate.

Respectfully submitted,

NANCY H. ROGERS
Attorney General of Ohio

By Outside Counsel:
KOHRMAN, JACKSON & KRANTZ, LLP

By: 
Valoria C. Hoover (0059596)

Metro V
655 Metro Place South, Ste. 600
Dublin, OH 43016
Telephone: (614) 408-9700
Facsimile: (216) 621-6536

*Attorneys for Mary Jo Hudson, Superintendent,
Ohio Department of Insurance, in her capacity as
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The Guarantee Title and Trust Company*

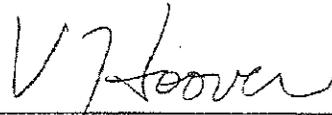
CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing *Motion For Approval Of Consulting Agreements* was mailed to the persons listed below, via Regular Mail, postage prepaid, on this 19th day of December, 2008:

Michael T. Harlor
479 Dakota Run
Maineville, OH 45039

Christine Tasch
680 Long Road
Pickerington, OH 43147

Randall S. Rabe
Susan T. Stead
Nelson, Levine, de Luca & Horst
280 N. High Street, Suite 920
Columbus, OH 43215



Valoria C. Hoover (0059596)

CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is entered between Mary Jo Hudson, Superintendent of Insurance in her capacity as Liquidator of The Guarantee Title and Trust Company (the "Liquidator"); and Christine Tasch ("Consultant").

RECITALS

WHEREAS, The Guarantee Title and Trust Company ("GTT") was placed in liquidation by the Final Order and Judgment of Liquidation and Appointment of Liquidator (the "Liquidation Order") entered on October 27, 2008, in *Mary Jo Hudson, Superintendent of Insurance, Ohio Department of Insurance in her capacity as Liquidator of The Guarantee Title and Trust Company v. The Guarantee Title and Trust Company*, Franklin County Common Pleas Court Case No. 08CVH07-10725 ("The Liquidation Case"), by the Court of Common Pleas of Franklin County, Ohio (the "Liquidation Court");

WHEREAS, the Liquidator, pursuant to §3903.21(a)(2) of the Ohio Revised Code and the Liquidation Order, is granted the authority to employ consultants as she may consider necessary and appropriate to assist in the liquidation;

WHEREAS, the Liquidator, pursuant to §3903.21(a)(3) of the Ohio Revised Code and the Liquidation Order, is granted the authority to fix the reasonable compensation of such consultants, with the approval of the Liquidation Court;

WHEREAS, the Liquidator, pursuant to §3903.21(a)(11) of the Ohio Revised Code and the Liquidation Order, is granted the authority to enter into such contracts as are necessary to carry out the liquidation;

WHEREAS, Christine Tasch ("Tasch") was previously employed by GTT, and during that employment obtained personal knowledge of the books and records of GTT and assisted the Liquidator after GTT was placed in rehabilitation and then liquidation through December 31, 2008;

WHEREAS, Tasch's employment by GTT terminated on December 31, 2008, and the Liquidator has determined that it is necessary and beneficial to the liquidation estate to continue to retain the services of the Tasch as a Consultant to assist with various title insurance issues, escrow account reconciliations, resolution of closing issues, premium reconciliation, policy reconciliation, and other related aspects of the GTT liquidation;

WHEREAS, Consultant represents to the Liquidator, as an inducement for entering into this Agreement, that she has not previously entered into any agreement that would prohibit, condition or otherwise inhibit her from performing services for the Liquidator under this Agreement;

EXHIBIT A

WHEREAS, Consultant desires to perform such consulting services for and at the direction of the Liquidator;

NOW THEREFORE, the parties to this Agreement, in consideration of the mutual agreements, covenants and stipulations set out herein, agree as follows:

Section One. RECITALS INCORPORATED

All of the introductory paragraphs, recitals, and WHEREAS paragraphs above are hereby incorporated by reference and made a part of this Agreement as if fully restated here.

Section Two. EFFECTIVE DATE

The Effective Date of this Agreement is the Date on which the Liquidation Court enters an Order in The Liquidation Case approving this Agreement.

Section Three. SERVICES

Consultant agrees to perform consulting services (the "Services") on an as-needed basis, for the Liquidator, as requested by the Liquidator. Consultant shall perform all Services at The Office of the Ohio Insurance Liquidator, 50 W. Town Street, Suite 350, Columbus, Ohio 43215, unless the Liquidator assigns Consultant to an alternative location.

Section Four. TERM

This term of this Agreement shall begin on the Effective Date, and it shall continue thereafter for a period of six (6) months. Thereafter, this Agreement shall be automatically renewed for successive 6-month terms, unless sooner terminated. Notwithstanding the foregoing, this Agreement is subject to the right of either party to terminate the Agreement as provided in Section Eight, below.

Section Five. COMPENSATION

As compensation for performance of Services under this Agreement, the Liquidator shall pay Consultant for services rendered based on the following hourly rate: \$20.70.

The Liquidator shall pay Consultant monthly within thirty (30) days after the Liquidator's receipt of Consultant's time report for services rendered. For each month that Consultant provides services, the total hours for which Consultant may bill shall not exceed forty (40) hours per week or the product of (a) the number of business days during the month times (b) 8 hours per business day. For instance, if there are 21 business days in a particular month, Consultant shall not bill for more than 40 hours per week or more than 168 hours in a month, and Consultant shall not bill for work that is not performed on a business day. The billing statements shall include a listing of the tasks performed, the date such tasks were performed, the hours expended on such tasks, and the costs and reimbursable expenses associated with the tasks. The minimum billing increment shall be a tenth of an hour. For the purpose of this paragraph, the number of

business days shall be calculated as follows: the number of days in any particular month, not including Sundays, Saturdays, or any of the following major holidays: New Years Day, Memorial Day, The Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

The Liquidator shall not reimburse Consultant for any costs and expenses, unless such costs and expenses are incurred in the performance of Consultant's Services and are approved in writing and in advance by the Liquidator. Consultant is required to submit with the monthly billing statements itemized accounts and/or invoices and receipts for all actual expenditures for which reimbursement is allowed.

Section Six. CONFIDENTIALITY

Consultant agrees that all information, whether printed, written, or oral, in answer to special inquiry or voluntarily furnished by the Liquidator, her agents or employees, or any other person, as it relates to the liquidation proceedings, shall be confidential and shall be considered as obtained at the direction of the attorneys for the Liquidator and shall remain the work product of the attorneys of the Liquidator. Consultant further agrees not to release or reveal any of this information to any third party without the express written consent of the Liquidator or her attorneys. In the event that Consultant is served with a notice of deposition with or without *duces tecum*, a subpoena, or other judicial or administrative process, request or order for the production of documents or information covered by this confidentiality agreement, Consultant shall immediately notify the Liquidator of such request, and Consultant shall take appropriate actions at her own cost and expense to respond to such request in a manner that keeps the requested information confidential and fulfills Consultant's obligations under this Agreement. The Liquidator may also take any steps she desires to keep such requested information confidential and Consultant will lend any reasonable assistance requested by the Liquidator.

Consultant agrees not to reproduce, copy or permit reproduction, copying or use of any records or documents, nor shall she remove, or permit to be removed from the premises of the Liquidator any records or documents without the express written consent of the Liquidator.

Section Seven. COURT APPROVAL AND JURISDICTION

This Agreement is subject to the Liquidation Court's pre-approval pursuant to Section (B) of the "Court Approval of Administrative Services and Expenses" provision on page 6 of the Administrative Costs and Expenses Operating Procedure ordered by the Liquidation Court on December 17, 2008. The parties hereto understand and agree that the terms and conditions of this Agreement may be reviewed by the Liquidation Court and that the Liquidation Court could modify those terms or adjust the fees paid or to be paid to Consultant.

The Liquidator and Consultant agree that (a) the Liquidation Court has personal jurisdiction over Consultant; and (b) the Liquidation Court has exclusive subject matter jurisdiction to determine and case, controversy or claim arising out of or relating to this

Agreement, or the performance, breach, termination or validity of this Agreement, or related in any way to the relationship of the parties to this Agreement, regardless of whether that dispute develops before or after termination of this Agreement.

Section Eight. TERMINATION

- a) Termination. The Liquidator, at her option, may terminate this Agreement, for any reason, or for no reason, by written notice to Consultant of such immediate termination and specifying the effective date thereof. Consultant, at her option, may terminate this Agreement, for any reason, or for no reason, by giving two (2) weeks written notice to the Liquidator of such termination and specifying the effective date thereof. In addition, the Liquidator shall have the right to terminate Consultant's services under this Agreement in the event there is cause to do so, upon immediate notice to Consultant. For the purpose of this sub-paragraph, "cause" shall mean (i) any default of Consultant's obligations under this Agreement, or (ii) any gross negligence, wanton or intentional behavior of Consultant, or any of its agents or employees, that is contrary to this Agreement and that causes a loss or damage to the GTT Liquidation estate.
- b) Consultant's Liability For Damages. Notwithstanding the foregoing, in the event that the Liquidator elects termination of the Agreement, Consultant shall not be relieved of any liability for damages sustained by the Liquidator by virtue of any breach of the Agreement by Consultant.
- c) Liquidator's Right To Set-off Amounts Due Under The Agreement. From and after the date the Liquidator provides Consultant with written notice of his alleged breach of the Agreement, the Liquidator shall have the right to set-off amounts that are then due, or are to become due, Consultant under the Agreement. This right to set-off shall continue until such time as Consultant's liability for damages sustained by the Liquidator by virtue of the breach are determined by the Liquidation Court or otherwise fixed. The Liquidator's right of set-off is in addition to any other remedies available to the Liquidator with respect to any breach of the Agreement.
- d) Obligation of Confidentiality Survives the Agreement. In the event that either party elects termination of the Agreement, Consultant shall not be relieved of any obligation of confidentiality as set forth in Section Six of this Agreement.

Section Nine. NO EMPLOYEE/EMPLOYER RELATIONSHIP

The parties acknowledge and agree that this Agreement does not create an employee/employer relationship between Liquidator and Consultant and that no such relationship exists between the parties.

Section Ten. LITIGATION AND ATTORNEYS FEES AND EXPENSES

Liquidator has no legal obligation to retain counsel for Consultant, or to otherwise represent, defend or pay attorneys' fees, costs or expenses to represent or defend Consultant, in any prior, pending or future litigation, matter or dispute whatsoever. The Liquidator is not obligated to retain attorneys or pay attorneys fees and expenses in relation to Consultant's duty to respond in accordance with this Sections Six and Eight (d) of this Agreement to any notice of deposition with or without *duces tecum*, a subpoena, or other judicial or administrative process, request or order for the production of documents or information subject to or covered by this Agreement.

Section Eleven. NO THIRD PARTY BENEFICIARY

The parties acknowledge and agree that this Agreement is not intended to, nor does it, create rights in any third parties to the Agreement

Section Twelve. INDEMNIFICATION

Consultant agrees to indemnify, hold harmless and defend the Liquidator and GTT, including reimbursing for reasonably attorneys fees and expenses, from any and all claims which may be made against the Liquidator related to any services that Consultant shall provide under this Agreement.

Section Thirteen. GOVERNING LAW

This Agreement and the performance of this Agreement shall be governed by the laws of the State of Ohio.

Section Fourteen. NOTICE

All notices provided for in this Agreement shall be given in writing and shall be deemed received by the addressee on the third day after mailing, if mailed by United States certified or registered mail, postage prepaid, at the following addresses, or on the day delivered, if personally delivered:

If to Liquidator: Office of the Ohio Insurance Liquidator
Attention: Lynda G. Loomis, Chief Deputy Liquidator
50 W. Town St. - Third Floor, Ste. 350
Columbus, Ohio 43215-4197

If to Consultant: Christine Tasch
680 Long Rd.
Pickerington, OH 43147

(or at the Liquidator's offices if personally delivered)

Section Fifteen. MODIFICATION OF AGREEMENT

The parties may by mutual consent modify or rescind the terms of this Agreement. Any such modification or rescission shall not be effective unless in writing and signed by the parties hereto.

Section Sixteen. HEADINGS

The headings of the several sections hereof are inserted solely for the convenience of reference and shall have no further meaning, force, or effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this 19th day of December, 2008.

LIQUIDATOR

By: [Signature]
Lynda G. Loomis, Chief Deputy Liquidator
Date: 12/19/2008

CONSULTANT

By: [Signature]
Christine Tasch
Date: 12-19-2008

CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is entered between Mary Jo Hudson, Superintendent of Insurance in her capacity as Liquidator of The Guarantee Title and Trust Company (the "Liquidator"), and Michael T. Harlor ("Consultant").

RECITALS

WHEREAS, The Guarantee Title and Trust Company ("GTT") was placed in liquidation by the Final Order and Judgment of Liquidation and Appointment of Liquidator (the "Liquidation Order") entered on October 27, 2008, in *Mary Jo Hudson, Superintendent of Insurance, Ohio Department of Insurance in her capacity as Liquidator of The Guarantee Title and Trust Company v. The Guarantee Title and Trust Company*, Franklin County Common Pleas Court Case No. 08CVH07-10725 ("The Liquidation Case"), by the Court of Common Pleas of Franklin County, Ohio (the "Liquidation Court");

WHEREAS, the Liquidator, pursuant to §3903.21(a)(2) of the Ohio Revised Code and the Liquidation Order, is granted the authority to employ consultants as she may consider necessary and appropriate to assist in the liquidation;

WHEREAS, the Liquidator, pursuant to §3903.21(a)(3) of the Ohio Revised Code and the Liquidation Order, is granted the authority to fix the reasonable compensation of such consultants, with the approval of the Liquidation Court;

WHEREAS, the Liquidator, pursuant to §3903.21(a)(11) of the Ohio Revised Code and the Liquidation Order, is granted the authority to enter into such contracts as are necessary to carry out the liquidation;

WHEREAS, Michael T. Harlor ("Harlor") was previously employed by GTT, and during that employment obtained personal knowledge of the books and records of GTT and assisted the Liquidator after GTT was placed in rehabilitation and then liquidation through December 31, 2008;

WHEREAS, Harlor's employment by GTT terminated on December 31, 2008, and the Liquidator has determined that it is necessary and beneficial to the liquidation estate to continue to retain the services of the Harlor as a Consultant to assist with various title insurance issues, title claims matters, premium reconciliation, policy reconciliation, and other related aspects of the GTT liquidation;

WHEREAS, Consultant represents to the Liquidator, as an inducement for entering into this Agreement, that he has not previously entered into any agreement that would prohibit, condition or otherwise inhibit him from performing services for the Liquidator under this Agreement;

1

EXHIBIT B

WHEREAS, Consultant desires to perform such consulting services for and at the direction of the Liquidator;

NOW THEREFORE, the parties to this Agreement, in consideration of the mutual agreements, covenants and stipulations set out herein, agree as follows:

Section One. RECITALS INCORPORATED

All of the introductory paragraphs, recitals, and WHEREAS paragraphs above are hereby incorporated by reference and made a part of this Agreement as if fully restated here.

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Consultant agrees to perform consulting services (the "Services") on an as-needed basis, for the Liquidator, as requested by the Liquidator. Consultant shall perform all Services at The Office of the Ohio Insurance Liquidator, 50 W. Town Street, Suite 350, Columbus, Ohio 43215, unless the Liquidator assigns Consultant to an alternative location.

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Section Five. COMPENSATION

As compensation for performance of Services under this Agreement, the Liquidator shall pay Consultant for services rendered based on the following hourly rate: \$40.00.

The Liquidator shall pay Consultant monthly within thirty (30) days after the Liquidator's receipt of Consultant's time report for services rendered. For each month that Consultant provides services, the total hours for which Consultant may bill shall not exceed forty (40) hours per week or the product of (a) the number of business days during the month times (b) 8 hours per business day. For instance, if there are 21 business days in a particular month, Consultant shall not bill for more than 40 hours per week or more than 168 hours in a month, and Consultant shall not bill for work that is not performed on a business day. The billing statements shall include a listing of the tasks performed, the date such tasks were performed, the hours expended on such tasks, and the costs and reimbursable expenses associated with the tasks. The minimum billing increment shall be a tenth of an hour. For the purpose of this paragraph, the number of

business days shall be calculated as follows: the number of days in any particular month, not including Sundays, Saturdays, or any of the following major holidays: New Years Day, Memorial Day, The Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

The Liquidator shall reimburse Consultant for (1) mileage at the maximum rate currently allowed by the IRS for travel expenses from Cincinnati to Columbus, if a personal car is used; and (2) up to \$20.00 per full business day worked for meals. The Liquidator shall not reimburse Consultant for any other costs and expenses, unless such additional costs and expenses are incurred in the performance of Consultant's Services and are approved in writing and in advance by the Liquidator. Consultant is required to submit with the monthly billing statements itemized accounts and/or invoices and receipts for all actual expenditures for which reimbursement is allowed.

Section Six. CONFIDENTIALITY

Consultant agrees that all information, whether printed, written, or oral, in answer to special inquiry or voluntarily furnished by the Liquidator, her agents or employees, or any other person, as it relates to the liquidation proceedings, shall be confidential and shall be considered as obtained at the direction of the attorneys for the Liquidator and shall remain the work product of the attorneys of the Liquidator. Consultant further agrees not to release or reveal any of this information to any third party without the express written consent of the Liquidator or her attorneys. In the event that Consultant is served with a notice of deposition with or without duces tecum, a subpoena, or other judicial or administrative process, request or order for the production of documents or information covered by this confidentiality agreement, Consultant shall immediately notify the Liquidator of such request, and Consultant shall take appropriate actions at his own cost and expense to respond to such request in a manner that keeps the requested information confidential and fulfills Consultant's obligations under this Agreement. The Liquidator may also take any steps she desires to keep such requested information confidential and Consultant will lend any reasonable assistance requested by the Liquidator.

Consultant agrees not to reproduce, copy or permit reproduction, copying or use of any records or documents, nor shall he remove, or permit to be removed from the premises of the Liquidator any records or documents without the express written consent of the Liquidator.

Section Seven. COURT APPROVAL AND JURISDICTION

This Agreement is subject to the Liquidation Court's pre-approval pursuant to Section (B) of the "Court Approval of Administrative Services and Expenses" provision on page 6 of the Administrative Costs and Expenses Operating Procedure ordered by the Liquidation Court on December 17, 2008. The parties hereto understand and agree that the terms and conditions of this Agreement may be reviewed by the Liquidation Court and that the Liquidation Court could modify those terms or adjust the fees paid or to be paid to Consultant.

The Liquidator and Consultant agree that (a) the Liquidation Court has personal jurisdiction over Consultant; and (b) the Liquidation Court has exclusive subject matter jurisdiction to determine and case, controversy or claim arising out of or relating to this Agreement, or the performance, breach, termination or validity of this Agreement, or related in any way to the relationship of the parties to this Agreement, regardless of whether that dispute develops before or after termination of this Agreement.

Section Eight. TERMINATION

- a) **Termination.** The Liquidator, at her option, may terminate this Agreement, for any reason, or for no reason, by written notice to Consultant of such immediate termination and specifying the effective date thereof. Consultant, at his option, may terminate this Agreement, for any reason, or for no reason, by giving thirty (30) days written notice to the Liquidator of such termination and specifying the effective date thereof. In addition, the Liquidator shall have the right to terminate Consultant's services under this Agreement in the event there is cause to do so, upon immediate notice to Consultant. For the purpose of this sub-paragraph, "cause" shall mean (i) any default of Consultant's obligations under this Agreement, or (ii) any gross negligence, wanton or intentional behavior of Consultant, or any of its agents or employees, that is contrary to this Agreement and that causes a loss or damage to the GTT Liquidation estate.
- b) **Consultant's Liability For Damages.** Notwithstanding the foregoing, in the event that the Liquidator elects termination of the Agreement, Consultant shall not be relieved of any liability for damages sustained by the Liquidator by virtue of any breach of the Agreement by Consultant.
- c) **Liquidator's Right To Set-off Amounts Due Under The Agreement.** From and after the date the Liquidator provides Consultant with written notice of his alleged breach of the Agreement, the Liquidator shall have the right to set-off amounts that are then due, or are to become due, Consultant under the Agreement. This right to set-off shall continue until such time as Consultant's liability for damages sustained by the Liquidator by virtue of the breach are determined by the Liquidation Court or otherwise fixed. The Liquidator's right of set-off is in addition to any other remedies available to the Liquidator with respect to any breach of the Agreement.
- d) **Obligation of Confidentiality Survives the Agreement.** In the event that either party elects termination of the Agreement, Consultant shall not be relieved of any obligation of confidentiality as set forth in Section Six of this Agreement.

Section Nine. NO EMPLOYEE/EMPLOYER RELATIONSHIP

The parties acknowledge and agree that this Agreement does not create an employee/employer relationship between Liquidator and Consultant and that no such relationship exists between the parties.

Section Ten. LITIGATION AND ATTORNEYS FEES AND EXPENSES

Liquidator has no legal obligation to retain counsel for Consultant, or to otherwise represent, defend or pay attorneys' fees, costs or expenses to represent or defend Consultant, in any prior, pending or future litigation, matter or dispute whatsoever. The Liquidator is not obligated to retain attorneys or pay attorneys fees and expenses in relation to Consultant's duty to respond in accordance with this Sections Six and Eight (d) of this Agreement to any notice of deposition with or without *duces tecum*, a subpoena, or other judicial or administrative process, request or order for the production of documents or information subject to or covered by this Agreement.

Section Eleven. NO THIRD PARTY BENEFICIARY

The parties acknowledge and agree that this Agreement is not intended to, nor does it, create rights in any third parties to the Agreement

Section Twelve. INDEMNIFICATION

Consultant agrees to indemnify, hold harmless and defend the Liquidator and GTT, including reimbursing for reasonably attorneys fees and expenses, from any and all claims which may be made against the Liquidator related to any services that Consultant shall provide under this Agreement.

Section Thirteen. GOVERNING LAW

This Agreement and the performance of this Agreement shall be governed by the laws of the State of Ohio.

Section Fourteen. NOTICE

All notices provided for in this Agreement shall be given in writing and shall be deemed received by the addressee on the third day after mailing, if mailed by United States certified or registered mail, postage prepaid, at the following addresses, or on the day delivered, if personally delivered:

If to Liquidator: Office of the Ohio Insurance Liquidator
Attention: Lynda G. Loomis, Chief Deputy Liquidator
50 W. Town St. - Third Floor, Ste. 350
Columbus, Ohio 43215-4197

If to Consultant: Michael T. Harlor
479 Dakota Run
Maineville, OH 45039

(or at the Liquidator's offices if personally delivered)

Section Fifteen. MODIFICATION OF AGREEMENT

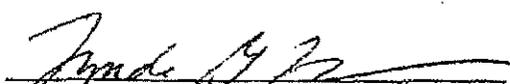
The parties may by mutual consent modify or rescind the terms of this Agreement. Any such modification or rescission shall not be effective unless in writing and signed by the parties hereto.

Section Sixteen. HEADINGS

The headings of the several sections hereof are inserted solely for the convenience of reference and shall have no further meaning, force, or effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this 19th day of December, 2008.

LIQUIDATOR

By: 
Lynda G. Loomis, Chief Deputy Liquidator
Date:

CONSULTANT

By: 
Michael T. Harlor
Date: 12-19-08