

CONFIDENTIALITY AGREEMENT

The Florida Department of Financial Services, as Receiver of **National Group Insurance Company** (hereinafter the "Receiver"), in order to facilitate a possible acquisition of **National Group Insurance Company** (hereinafter the "Company") or some part thereof, will furnish certain information concerning the business, financial condition, operations, assets and liabilities of the Company. In consideration of furnishing you with such information, you hereby agree, for yourself and any controlled subsidiary or affiliate to the following:

1. Definition of Evaluation Material. The term "Evaluation Material" as used in this agreement shall mean all information and documents concerning the Company that the Receiver now or in the future furnishes or otherwise discloses to you or any of your directors, officers, employees, agents or advisors ("Representatives"), together with all notes, analyses, compilations, studies, interpretations or other documents, records or data, prepared by you or any of your Representatives that contain, reflect, or are otherwise based upon, in whole or in part, such information and documents. The term "Evaluation Material" does not include any information that, at the time of disclosure or thereafter, is generally available to the general public, was within your possession prior to its being furnished to you by or on behalf of the Company, or has been independently acquired or developed by you without violation of any obligation under this agreement or any other contractual, legal or fiduciary obligation to the Receiver.
2. Use of Evaluation Material. The Evaluation Material shall be used solely for the purpose of evaluating a possible transaction. Unless and until you have completed a transaction pursuant to a definitive agreement (the "Definitive Agreement"), all of the Evaluation Material shall be kept confidential by you and your Representatives provided, however, that you may disclose the Evaluation Material to your directors, officers, employees, agents or advisors who need to know such information for the sole purpose of evaluating a possible transaction. You shall be responsible for compliance with this agreement by any of your Representatives and you shall, at your sole cost and expense, take all reasonable measures to restrain your Representatives from prohibited or unauthorized disclosure or use of the Evaluation Material.
3. Legally Required Disclosures. In the event that you or any of your Representatives are required to disclose any of the Evaluation Material in a legal proceedings or similar process, you shall provide the Receiver with prompt written notice of any such requirement so that the Receiver may seek a protective order or other appropriate remedy or, if appropriate, waive compliance with the terms of this agreement. You shall also cooperate in a commercially reasonable manner in the Receiver's efforts to obtain a protective order or other appropriate remedy in such circumstances.
4. Return or Destruction of Material. If you or the Receiver decide to terminate negotiations, you will return all copies of all Evaluation Material as promptly as practicable following the Receiver's written notice or your own determination to such effect.

5. Nondisclosure of Possible Transaction. Without the prior written consent of the Receiver, you and your Representatives shall not disclose the fact that the Evaluation Material has been made available to you or that any investigation, discussions or negotiations are taking place concerning a possible transaction, or any of the terms, conditions, status of discussions or any other facts regarding any potential transaction.
6. No Representation or Warranty. You understand and acknowledge that neither the Receiver nor any of its representatives or advisors has made or makes any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material. Neither the Receiver nor its representatives or advisors shall have any liability to you or any of your Representatives relating to, or resulting from, the use of the Evaluation Material or any errors therein or omissions therefrom.
7. Definitive Agreement. You understand and agree that no contract or agreement providing for any transaction involving the Company shall be deemed to exist between you and the Receiver unless and until a Definitive Agreement has been executed, delivered and approved by the Leon County Circuit Court as the Receivership Court. You further acknowledge and agree that the Receiver reserves the right, in its sole discretion and for any reason, to reject any and all proposals by you or any of your Representatives with regard to a possible transaction, and to terminate discussions and negotiations with you at any time.
8. Remedies. Money damages alone would not be a sufficient remedy for any breach of this agreement. Either party hereto shall be entitled to equitable relief, including injunction and specific performance in the event of any breach of the provisions of this agreement. The remedies of injunction and specific performance are not intended to be exclusive remedies, but additional to all other remedies available at law or in equity.
9. No Waiver. It is further understood and agreed that no failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other further exercise thereof or the exercise of any other right, power or privilege hereunder.
10. Person. The term "person" as used in this agreement shall be interpreted broadly to include, without limitation, any corporation, company, group, partnership or other entity or individual.

11. Governing Law. This agreement is governed by the law of the state of Florida. More specifically, jurisdiction of this matter shall be in the Leon County Circuit Court, Case No. 2011-CA-1476, *In Re: The Receivership of National Group Insurance Company.*

Signature

Date

Please Print Signature Name

Your Company Name