

**GoodWorks Insurance, LLC**  
**176 Ashley Falls Road**  
**P.O. Box 930**  
**North Canaan, CT 06018-1138**

February 8, 2006

GoodWorks Charitable Contract (this “Agreement”)

Effective as of the date hereof, for and in consideration of the mutual covenants and agreements set forth herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GoodWorks Insurance, LLC (“GoodWorks”) agrees with each of the undersigned individuals as follows:

1. GoodWorks’ Donations to Non-Profits - For each of its tax years, GoodWorks will donate to one (1) or more qualified 501(c)(3) non-profit organizations an amount equal to the greater of: (a) fifty percent (50%) of the amount of GoodWorks’ Operating Profits for such tax year; and (b) fifteen thousand dollars (\$15,000.00) multiplied by the total number of local insurance agency sales and service office locations owned and operated by GoodWorks as of the beginning of such year. These donations will be made during such tax year or within six (6) months after the end of such tax year.
2. Selection of Non-Profit Organizations - In its sole discretion, the Board of Managers of GoodWorks will select: (a) the general causes to be supported by GoodWorks’ charitable donations, which, among others, may include education, healthcare and safety; (b) the specific 501(c)(3) non-profit organizations to receive GoodWorks’ donations; and (c) the specific dollar amount to be donated to each selected 501(c)(3) non-profit organization.
3. Distribution of GoodWorks’ Donations - GoodWorks will use good faith reasonable efforts to distribute the donations required by this Agreement to qualified 501(c)(3) non-profit organizations serving the local cities and towns in which GoodWorks engages in business. A general guideline to be utilized by GoodWorks to determine such geographic allocations will be the annual amount of operating revenue received by GoodWorks in each city or town relative to the annual operating revenue received by GoodWorks in all cities and towns in which GoodWorks engages in business.
4. Financial Transparency/Third Party Verification - GoodWorks will publish on its web site (or otherwise make available to the parties hereto and the general public) for each tax year: (a) a complete list of the charitable organizations to which GoodWorks has made donations for such year; (b) the specific dollar amount donated to each such organization for such year; (c) a statement of GoodWorks’ Operating Profits for such year; and (d) the total number of local insurance agency sales and service office locations owned and operated by GoodWorks as of the beginning of such year.

For each tax year, GoodWorks will select and engage a qualified third party organization to confirm or verify: (a) the total amount of GoodWorks' Operating Profits for such year; (b) the total number of local insurance agency sales and service office locations owned and operated by GoodWorks as of the beginning of such year; and (c) the total amount of GoodWorks' contributions to qualified 501(c)(3) non-profit organizations for such year. The third party organization engaged for each tax year will provide GoodWorks with a letter (the "Third Party Verification Letter") setting forth the information described in subclauses (a), (b) and (c) immediately above. Each of these annual Third Party Verification Letters will be made available by GoodWorks on its web site (or will otherwise be made available to the parties hereto and the general public). If the Third Party Verification Letter for a particular tax year confirms or verifies that GoodWorks' donations are consistent with its financial commitment, as described hereunder, to make donations to qualified 501(c)(3) non-profit organizations then GoodWorks shall be deemed to have fully satisfied such obligations for the applicable tax year.

5. Term - The initial term of this Agreement shall commence on the date hereof and continue for a period of twenty-five (25) years unless sooner terminated as set forth herein. This Agreement shall automatically and without further action by the parties hereto renew for successive ten (10) year renewal terms unless GoodWorks and all of the undersigned individuals elect to terminate this Agreement upon expiration of the initial term or then current renewal term, as applicable.

If any provision of the Internal Revenue Code of 1986, as amended, or the rules, regulations or guidelines thereunder governing the deductibility of charitable donations for United States federal income tax purposes, or any other law or regulation of the United States or any state or other political subdivision thereof, is established, amended or interpreted to the material detriment or economic disadvantage of GoodWorks, then this Agreement may be amended upon the written consent of GoodWorks and a majority of the undersigned individuals (which consent shall not be unreasonably withheld or delayed).

6. Payment - Each of the undersigned individuals agrees, in exchange for the covenants and agreements of GoodWorks set forth herein, to make a cash payment to GoodWorks upon execution of this Agreement in the amount of one dollar (\$1.00).
7. Enforcement - Each individual citizen and entity resident in any city or town in which GoodWorks engages in business is an express third party beneficiary of the obligations of GoodWorks set forth in paragraphs 1 and 4 of this Agreement and shall have the right to enforce and pursue remedies for breach of such obligations as though a party hereto.
8. Indemnification and Hold Harmless Agreement - GoodWorks agrees to indemnify, defend and hold harmless each of the undersigned individuals from and against any and all liabilities, claims, suits, damages, judgments, costs and expenses (including reasonable attorney's fees) arising out of or in connection with the execution and delivery of this Agreement by the undersigned or the failure of GoodWorks to comply with its obligations as set forth herein.

9. General Provisions - This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

The amount of GoodWorks' "Operating Profits" for any tax year shall be the amount of ordinary business income as reported (or as would be reported) on Internal Revenue Service Form 1065 (page 1, line 22), U.S. Return of Partnership Income, as such Form 1065 is in effect for the 2005 tax year (attached hereto as Exhibit A), whether or not GoodWorks files such form for federal income tax purposes for any future tax year.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. This Agreement may not be assigned by the undersigned individuals without the prior written consent of GoodWorks.

If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provision or part thereof shall not affect the legality, enforceability or validity of the remainder of this Agreement, and shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.

All notices provided for herein shall be deemed given two (2) days after the date deposited with the United States Postal Service and shall be addressed to the parties at their respective addresses set forth on the signature page hereto, or at such other address as may be designated in writing by notice pursuant to this paragraph. If consent to any action is at any time solicited by notice in accordance with this paragraph, consent to such action shall be deemed to be given by any party who fails to object in writing to such action within fifteen (15) days from the date of the notice.

The undersigned individuals have executed this Agreement solely in their individual capacity and not as a representative or agent of any other person or entity or for any other purpose, and shall not have any obligation under this Agreement except as expressly set forth herein.

The undersigned individuals acknowledge and agree that this Agreement (including the signature pages hereto) may be used by GoodWorks without royalty for marketing, advertising and other purposes related to GoodWorks' business.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

The headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

[Signature Pages Follow]

Kindly execute a counterpart of this Agreement to confirm your acceptance of and agreement to the terms hereof.

Very truly yours,

**GOODWORKS INSURANCE, LLC**

By: /s/ Joseph L. Grochmal  
Name: Joseph L. Grochmal  
Title: President and CEO  
Address for Notices:  
P.O. Box 930  
North Canaan, CT 06018

ACCEPTED AND AGREED TO:

**(For privacy and security purposes, the original Charitable Contract, including fully executed signature pages, is available for viewing by contacting GoodWorks Insurance at its home office in North Canaan, Connecticut and arranging an appointment.)**

**Exhibit A – Form 1065, U.S. Return of Partnership Income, 2005 Tax Year**

**(Form 1065, U.S. Return of Partnership Income, 2005 Tax Year, is available for viewing by contacting GoodWorks Insurance at its home office in North Canaan, Connecticut and arranging an appointment.)**