

8. On August 10, 2005, the Bureau received the August installment which Ms. Chick had agreed to make by August 1, 2005 in the December 2004 consent agreement, and which she specifically reaffirmed in the 2005 consent agreement. After August 1 but before August 10, the Bureau had communicated to Ms. Chick indicating that the August payment was outstanding.

9. The final \$100.00 installment under the December 2004 consent agreement is due on or before September 1, 2005.

Covenants

Bridget N. Chick, the Superintendent, and the Office of the Attorney General agree to the following:

10. This Consent Agreement is entered into in accordance with 10 M.R.S.A. § 8003(5)(B) and is not subject to review or appeal. This Consent Agreement is enforceable by an action in the Superior Court.

11. Ms. Chick agrees, under this Consent Agreement, to the imposition of a civil penalty of \$100.00, pursuant to 24 A M.R.S.A. § 12 A(1), for not complying with the previously agreed upon terms of the Consent Agreements entered into under Docket Number INS-04-227 and Docket Number INS-05-214, as more specifically described in Paragraphs 7 and 8, above. Ms. Chick will remit the \$100.00 penalty due under this Paragraph by check payable to the Treasurer of State, to be received at the Bureau on or before October 1, 2005.

12. Ms. Chick affirms that she will remit the remaining installment under the December 2004 Consent Agreement so that it is received at the Bureau on or before September 1, 2005.

13. In consideration of Ms. Chick's execution of and compliance with the terms of this Consent Agreement, the Superintendent and the Office of the Attorney General agree to forgo pursuing further disciplinary measures or other civil or administrative sanctions against Ms. Chick for the violation described in Paragraph 5 above, other than those agreed to in this Consent Agreement. However, should Ms. Chick violate this Consent Agreement, the Superintendent and the Office of the Attorney General reserve the right to pursue any available legal remedy for the violation, including without limitation the suspension or revocation of all licenses which may be issued to Ms. Chick by the Superintendent.

14. Specifically, the due dates for the September 1, 2005 and October 1, 2005 penalty payments of \$100.00 each are essential terms of this agreement, and Ms. Chick agrees and understands that if either such payment is not mailed or delivered so to be received at the Bureau of Insurance on or before the above due dates, Bureau staff will commence an administrative action to revoke Ms. Chick's current insurance producer license.

15. The parties to this Agreement understand that nothing herein shall affect any rights or interests that any person not a party to this Agreement may possess.

16. Ms. Chick understands and acknowledges that this Agreement will constitute a public record within the meaning of 1 M.R.S.A. § 402, will be available for public inspection and copying as provided for by 1 M.R.S.A. § 408, and will be reported to the National Association of Insurance Commissioners' "RIRS" database.

17. This Consent Agreement may be modified only by a written agreement executed by all of the parties.

EXECUTION PAGE

Dated:

Bridget N. Chick

Personally appeared before me this day _____, and signed this Consent Agreement in my presence.

Notary Public

FOR THE OFFICE OF THE ATTORNEY GENERAL

Dated:

Thomas C. Sturtevant, Jr., AAG

BY THE SUPERINTENDENT OF INSURANCE

Dated:

Alessandro A. Iuppa, Superintendent