

8. 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.
9. Manufacturers agrees to the imposition of a civil penalty of \$500.00, pursuant to 24 A M.R.S.A. § 12 A(1). A check for that amount, payable to the Treasurer of the State of Maine, shall be submitted at the time of the execution of this Agreement.
10. In entering into this Consent Agreement, the Superintendent has relied upon the representations made by Manufacturers regarding the circumstances of the surplus distribution and the failure to report it in a timely manner. Manufacturers warrants that those representations were substantially accurate to the best of its knowledge, and acknowledges that any willful or reckless misrepresentation materially affecting the validity of the Stipulations would constitute a violation of this Consent Agreement.
11. In consideration of Manufacturers' execution of and compliance with the terms of this Consent Agreement, the Superintendent agrees to forgo pursuing any disciplinary measures or other civil or administrative sanction for the actions described in the Stipulations, other than those agreed to in this Consent Agreement. However, should Manufacturers violate this Consent Agreement, the Superintendent reserves the right to pursue any available legal remedy for the violation, including without limitation the suspension or revocation of Manufacturers' certificate of authority to act as a group self-insurer in the State of Maine.
12. 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.
13. Manufacturers 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.
14. Manufacturers has been advised of its right to consult with counsel, and has consulted with counsel before executing this Agreement.
15. This Consent Agreement may be modified only by a written agreement executed by all of the parties.

FOR MANUFACTURERS

Dated: 10/2/06

(signature)

(printed name and title)

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

Notary Public

FOR THE OFFICE OF THE ATTORNEY GENERAL

Dated: 10/11/06

Thomas C. Sturtevant, Jr., AAG

BY THE SUPERINTENDENT OF INSURANCE

Dated: 10/11/06

Alessandro A. Iuppa, Superintendent