



## Golden Membership Agreement

Among: \_\_\_\_\_ (Member)

(Member Name)

\_\_\_\_\_

(Member Address)

and

Golden Insurance Company, a Risk Retention Group (GIC)

6825 East Tennessee Avenue, Suite 410 • Denver, CO 80224-1628 • 877.806.8777

Golden Insurance Company, a Risk Retention Group, and Member, intending to be legally bound and in consideration of the mutual promises set forth in this Membership Agreement, the receipt and adequacy of which is hereby acknowledged, covenant, and agree as follows:

### A. Application, Membership, and Terms

1. Member hereby applies for membership in Golden Insurance Company, Inc., a Risk Retention Group (GIC). Upon execution of one or more of the attached Addenda to this Membership Agreement, Member shall become a shareholder of GIC.
2. Member agrees to abide with all membership rules of GIC as may be adopted from time to time.
3. This Membership Agreement shall remain effective so long as Member remains a shareholder of GIC in any insurance programs offered by GIC.
4. Member shall remit a non-refundable membership fee as determined by GIC.
5. Member shall have no liability for the corporate obligations of GIC and shall not be subject to assessment by GIC.

### B. GIC Shareholder's Agreement

1. A Member of GIC, upon execution of one or more the Addenda to this Membership Agreement, shall be entitled to one (1) share of stock in GIC with a par value of one cent (\$0.01). Member shall not be entitled to more than one (1) share in GIC regardless of how many insurance programs Member participates in or regardless of whether Member is required to remit additional paid in capital to GIC under selected insurance programs offered by GIC.
2. Member's Share Certificate shall be evidenced in an electronic bordereau maintained by GIC. Member may request an actual paper share certificate, provided that Member notifies GIC in writing of such request. No share shall be transferred, encumbered or in any way alienated except under terms set forth in this Section B of the Membership Agreement.



3. Member shall be entitled to a proportional vote associated with the ownership of a share and receive a proportional dividend, if any, paid on outstanding shares until Member's share is otherwise sold, transferred, or surrendered and redeemed by GIC in the event Member ceases to be an insured of GIC.
4. Except as provided herein, no Member shall transfer, encumber, or in any way dispose of a share provided hereunder or any right or interest without obtaining the prior written consent of GIC and providing written notice to GIC of an intention to do so ("Notice"). Notice shall be accompanied by a copy of an executed counterpart of any document of transfer.
  - a. Notwithstanding the foregoing, no Member may make any transfer hereunder if the:
    - i. Transfer will be of less than an entire share in GIC; or
    - ii. Transfer is made to an entity that is not an insured of GIC; or
    - iii. Transfer will result in GIC violating any law, including, but not limited to, North Carolina law where GIC is domiciled.
5. Shares surrendered to and redeemed by GIC shall be deemed to be treasury stock until reissued as deemed necessary by GIC. The Company is required to redeem shares held by its shareholders who fail to maintain their eligibility as such, or their status as policyholders terminates for any reason whatsoever. The redemption price shall be one cent (\$0.01).
6. The Liability Risk Retention Act of 1986 ("LRRRA"), as amended, requires all shareholders to be policyholders of the Company, and vice versa. If a shareholder's insurance coverage provided by the Company is terminated, cancelled, or lapses for any reason, the shareholder's status as such will terminate automatically. Should this occur, shareholders are required to surrender their shares to the Company as provided in the Company's Bylaws and in the Membership Agreement. A shareholder's status as such automatically terminates upon the cancellation, termination, or lapse of the shareholder's policy of insurance for whatever reason. A shareholder may also voluntarily terminate their status as such, provided such termination is in accordance with the shareholder's policy of insurance, the Company's Articles of Incorporation, Bylaws, Membership Agreement, and/or applicable North Carolina law.
7. The investment by policyholders is limited to one cent (\$0.01) in exchange for a single share of common stock plus a required capital contribution allocated to additional paid-in capital of the Company for certain General Liability and Excess Insurance coverages offered by the Company. The shares of the Company have no readily marketable investment value and will not gain such value by reason of capital contributions or accumulated earnings. Additional paid-in capital becomes an asset of the Company and may not be returned or refunded to policyholders except by determination of a validly appointed liquidator in the event of dissolution of the Company and then only to the extent of the percentage ownership of the policyholder in the Company.
8. The Share owned by Member shall be called for redemption and shall be redeemed by GIC upon the expiration of insurance coverage issued by GIC for Member under any one or more of the attached Addenda or to maintain GIC's qualified status as a risk retention group under the Liability Risk Retention Act of 1986 (as amended).
9. This Section B shall also terminate on:
  - a. The written agreement of all parties;



- b. The dissolution and liquidation of GIC;
- c. At such time as only one Shareholder remains, the Shares of all others having been transferred or redeemed;
- d. The closing of a public offering of GIC's capital stock registered, or exempted from registration, under the Securities Act of 1933; or
- e. Upon the effective date of any merger, consolidation, or other acquisition of substantially all of GIC's assets if GIC is not the surviving corporation, except that a merger or consolidation with a subsidiary which effects a mere change in the form or domicile of GIC without changing the respective Share holdings of Member shall not terminate this Agreement even if GIC is not the surviving corporation.

**C. Proxy to Membership Agreement.**

- 1. Attached to this Membership Agreement as Exhibit A and incorporated herein by this reference is a proxy ("Proxy") appointing GIC to vote Member's Share in GIC at any annual or special meeting of the shareholders of GIC, to execute on behalf of Member any written consent of the shareholders of GIC in lieu of such a meeting, and to waive notice of the time, place, and purpose of any annual or special meeting of the shareholders of GIC. The Proxy will remain effective until the earlier of the date Member no longer owns its Share in GIC or ten (10) years from the date of execution of the Proxy, or such shorter or longer period as permitted under law. MEMBER MAY REVOKE THE PROXY AT ANY TIME BY SUBMITTING TO GIC A WRITTEN REVOCATION OF THE PROXY.

**D. Addenda to this Membership Agreement.**

- 1. There are two Addenda to this Membership Agreement. For this Membership Agreement to be applicable and for Member to become a Member of GIC, one of the two Addenda must be signed at the time of execution of this Membership Agreement.
  - a. **Addendum No. 1 – StrucSure Home Warranty Programs.** This Addendum must be signed by those Members who became a Member of GIC to provide new home, remodeler, contractor, and other residential or commercial warranties administered by StrucSure Home Warranty and insurance-backed by GIC.
  - b. **Addendum No. 2 – Golden Insurance Company Commercial General Liability and Excess Liability Programs.** This Addendum must be signed by those Members who became a Member of GIC to purchase Commercial General Liability and Excess Liability Insurance insured by GIC.

**E. Mandatory Arbitration.**

- 1. **Any and all claims, disputes and controversies by or between the Parties, Member, or any combination thereof, arising from or related to this Membership Agreement, Addendum No. 1, Addendum No 2., the StrucSure Home Warranty (SHW) Program, including without limitation any unresolved complaint or claim made by a homeowner, property owner, or other third party under an SHW warranty or Golden insurance policy, any claim of breach of contract, and any allegations involving negligent or intentional misrepresentation or nondisclosure in the inducement, negligent execution, or performance of any contract (including this arbitration agreement), allegation of unfair claims handling practices and/or any negligence or breach of duty in handling claims under warranties or policies, breach of any alleged duty of good faith and fair dealing, and violation of any consumer protection law shall be resolved through binding arbitration. This**



arbitration agreement extends to and includes any dispute over whether a project was properly or actually enrolled in the SHW Warranty Program. Agreeing to arbitration means the Parties, including the Member, are waiving their right to a trial by a judge and/or a jury.

2. To begin the arbitration process, the Member must give GIC written notice of its request for arbitration of the claim, dispute, or controversy at issue ("Unresolved Issue"). Within twenty (20) days after GIC's receipt of Member's notice of request for arbitration, any Unresolved Issue between or among the Parties shall be submitted to an independent arbitration service upon which Member and SHW agree. If Member and SHW cannot agree on an independent arbitration service, then both parties agree to use Construction Dispute Resolution Services (CDRS) for the arbitration. This binding arbitration is governed by the procedures of the Federal Arbitration Act, 9 U.S.C. 1 et. seq., as amended (FAA), and any rules of the independent arbitration service employed by the parties to the arbitration. Should any conflict exist between the FAA and the rules of the independent arbitration service selected, the FAA shall control. Member understands that should Member submit a request for arbitration, all administrative fees of the arbitration service and fees of the arbitrator shall be allocated to the parties as provided in the rules of the arbitration service, subject to the discretion of the arbitrator to reallocate such fees in the interests of justice. Since this Membership Agreement requires mandatory binding arbitration of Unresolved Issues, if any of the Parties commence litigation in violation of these agreements, such party shall reimburse the other parties named in the litigation for their costs and expenses, including reasonable attorney's fees, incurred in responding to and requesting dismissal or stay of such litigation. The parties to this Membership Agreement intend that no party to any arbitration hereunder may make a claim for punitive damages as part of the arbitration proceeding and that the Arbitrator shall not have the authority to award punitive damages to any party hereto.
3. This arbitration agreement shall inure to the benefit of, and be enforceable by, the Member's subcontractors, agents, vendors, suppliers, design professionals, insurers, and any other person alleged to be responsible for any deficiencies or defects in or to the subject project. Any party shall be entitled to recover reasonable attorney's fees and costs incurred in enforcing this arbitration agreement. The decision of the Arbitrator shall be final and binding and may be entered as a judgment in any State or Federal court of competent jurisdiction.
4. This arbitration agreement shall be deemed to be a self-executing arbitration agreement. Any disputes concerning the interpretation or the enforceability of this arbitration agreement, including without limitation, its revocability or voidability for any cause, the scope of arbitral issues, and any defense based upon waiver, estoppel, or laches, shall be decided by the arbitrator.
5. The initiation of or participation by any party in any judicial proceeding concerning this arbitration agreement or any matter arbitrable hereunder shall not be deemed a waiver of the right to enforce this arbitration agreement, and notwithstanding any applicable rule of law to the contrary, shall not be asserted or accepted as a reason for delay, to refuse to participate in, or to refuse to enforce this arbitration agreement.
6. The arbitration hearing shall take place at or near the subject location unless both the claimant(s) and respondent(s) agree to hold the arbitration at a different location.
7. SHW and GIC shall have the right, in advance of the arbitration proceeding, to re-inspect any project which is the subject of the arbitration proceeding if the request for arbitration was made more than sixty (60) days following the last claim decision of GIC or its administrator concerning such project. If applicable, no



arbitration proceeding shall involve more than one single-family detached dwelling or more than one multi-dwelling unit.

8. The Parties expressly agree that the subject warranty and this arbitration agreement involve and concern interstate commerce and are governed by the FAA and the rules of the independent arbitration service selected by the parties to the arbitration to the exclusion of any contrary or inconsistent state or local laws, ordinances, or judicial rules.
9. It is the responsibility of the parties to provide the Arbitrator with any information they would like the Arbitrator to review prior to arbitration.
10. If any provision of this arbitration agreement shall be determined by the arbitrator or by any court to be unenforceable or to have been waived, the remaining provisions shall be deemed to be severable and enforceable according to their terms. The duty to arbitrate hereunder survives the termination of this Membership Agreement and any relevant Express Limited Warranties.

**F. Termination of Membership Agreement.**

1. GIC may terminate Member by giving written notice and reason for termination. Member shall have thirty (30) days from the date of notice to cure the cause of the termination. The cure must be made to the satisfaction of GIC. If such cure is not made within the thirty (30) days, Member may be terminated. An extension of time to cure may be granted by GIC, provided that Member submits such request for extension in writing, prior to the expiration of the time to cure. GIC membership may be terminated for, but not limited to, the following:
  - a. Providing false or misleading information to GIC;
  - b. Failing to inform GIC of any: (i) adverse change in financial strength which could impair the ability of the Member to meet its obligations; or (ii) change in control of the Member. As used within this paragraph, "change in control" means a change in ownership, legal or beneficial, of 51% or more of the voting shares/interests in Member, whether by withdrawal, sale, or by operation of law (including, but not limited to a merger, consolidation, or re-organization), unless such change in control is a transfer to an affiliate. As used within this paragraph, affiliate means any corporation or entity which controls, is controlled by, or is under common control with Member, or with any entity that controls Member;
  - c. Failing to cooperate in the dispute resolution process;
  - d. Failing to comply with a decision rendered by an arbitrator under this Membership Agreement; or
  - e. Failing to comply with the terms and conditions of this Membership Agreement or the procedures and rules currently in effect for GIC.
2. Member may terminate this Membership Agreement by giving written notice to GIC so long as such termination does not impair GIC's qualified status as a risk retention group under the Liability Risk Retention Act of 1986 (as amended).

**G. Additional Provisions**

1. Member agrees to maintain all terms and conditions of this Membership Agreement in confidence and will not disclose any such terms and conditions to any person or entity, except that such disclosures to the Member's legal advisors and accountants, for the purposes of advisement, are allowed.



2. Failure of either party to insist upon compliance with any provision of this Membership Agreement shall not constitute a waiver of the provision.
3. All notices required hereunder must be in writing and sent by certified mail, postage prepaid, or other such form of notice deemed acceptable by GIC to the recipient at the respective address shown herein or to whatever other address the party may designate in writing. Member shall inform GIC of any change of address in writing.
4. In the event any provision of this Agreement is held invalid or unenforceable, such invalid or unenforceable provision shall be considered severable from the rest of the document in the same manner as if it had not originally been included. Such invalidity or unenforceability shall not be construed to invalidate or otherwise affect any other provision of this Agreement or any document executed in connection herewith.
5. The headings or titles given each section are used and included merely for the convenience of the parties, and shall not affect or alter the meaning, effect, or interpretation of any of the terms or provisions hereof.
6. This Membership Agreement does not create an agency. Member is not an agent of GIC and Member and its employees are not authorized to hold themselves out as agents of GIC. Member and its employees have no authority to bind or obligate GIC. Member agrees to indemnify and hold GIC, including their agents, services providers and attorneys, harmless against any and all expenses incurred, and losses suffered, including, but not limited to, attorney fees by either of them as a result of Member's violation of this provision.
7. This Membership Agreement and applicable Addendum embrace the entire understanding between the parties with respect to the subject matter herein and supersede all previous agreements, either written or oral, and any prior statements, agreements, negotiations, or representations among the parties are merged herein. Notwithstanding the foregoing, this Membership Agreement confers no insurance coverage and is not an insurance policy. In the event of a claim, all such terms and conditions of the applicable insurance policy obtained under the Addenda hereto supersede this Membership Agreement.
8. This Membership Agreement, when properly executed, binds all parties, their successors, assigns, and legal representatives to meet their obligations as previously stated herein. This Membership Agreement and its executed Addendum and referenced Exhibits contain the entire understanding of the parties and cannot be altered or amended in any way except by formal written instrument signed by all parties.
9. In the event a conflict between this Administration Agreement and any Addendum hereto, the more specific provisions of the executed Addendum or Addenda shall control.
10. Electronic Signature and Authority. The Parties acknowledge that one or more signatories to this Membership Agreement and Addendum may sign via an electronic signature or authorization. Such electronic signature is as valid and enforceable as an original signature, and Member affirms that the person affixing such an electronic signature or notation has the authority to bind Member.



**Signatures:**

**Member:** \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Golden Insurance Company, a Risk Retention Group**

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A**

**PROXY TO GOLDEN INSURANCE COMPANY, A RRG**

**THE UNDERSIGNED**, does hereby constitute and appoint StrucSure Home Warranty, as its attorney-in-fact, agent and proxy, with full power of substitution, to act in its place and stead to vote as its proxy all of the shares owned by the undersigned of Golden Insurance Company, a Risk Retention Group, a North Carolina corporation ("GIC") as follows: (i) at any and all meetings of the shareholders of GIC upon any question which may be brought before such meetings, or any continuation or adjournment thereof; (ii) for the purpose of signing and delivering any consent of the shareholders of GIC executed in lieu of any such meeting; and (iii) for the purpose of signing and delivering any waiver of notice of the time, place or purposes of any meeting of the shareholders of GIC; in each such instance with full power to vote and act for the undersigned to the extent if the undersigned were personally present.

This Proxy shall be effective on the date of execution and shall terminate on the earlier to occur of the following events:

- A. The undersigned owns no shares of GIC;
- B. The undersigned gives to GIC written notice of its revocation of this Proxy; or
- C. The expiration of ten (10) years from the date hereof or such shorter or longer period as permitted by law.

**Signature:**

**Member:** \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





## **Addendum No. 2**

### **Golden Commercial General and Excess Liability Program**

Golden Insurance Company, a Risk Retention Group ("GIC") and Member, intending to be legally bound and in consideration of the mutual promises set forth in this Addendum No. 2 to the Membership Agreement, the receipt and adequacy of which is hereby acknowledged, covenant, and agree as follows:

#### **A. Applications and Inspections**

1. Application. Member agrees to complete the Application(s) for General Liability Insurance or Excess Liability Insurance as required, completely, and must include any information requested by GIC. In the event of misrepresentation or omission on the application, it is GIC's sole determination as to whether the misrepresentation or omissions is material to this Membership Agreement.
2. Workplace Safety and Construction Standards. Member agrees that all insured work by the Member complies with all applicable federal, state, and local laws (including the locally adopted building codes), all applicable engineering or design professional specifications and recommendations, any OSHA or work safety standards, or other special requirements which may be established by GIC.
3. Inspections. Member agrees to abide by and cooperate with all inspection requirements established by GIC. Member agrees to cooperate with all inspections performed by GIC-approved engineers, fee inspectors, and GIC staff inspectors. Subject to GIC's sole discretion, GIC may choose to accept inspections performed by private inspection agencies or governmental inspection departments. It is Member's responsibility to pay all inspection and certification fees as may be required. GIC reserves the right to inspect or cause to have inspected any project or work insured that Member proposes to enroll in the GIC insurance program.

#### **B. Failure to Meet Obligations**

1. Should a Member fail or refuse to perform their obligations under the GIC Program as specified in this Membership Agreement or as specifically set forth in the Insurance policy, then that is understood and agreed that is grounds for termination of insurance coverage and denial of a claim.
2. If GIC incurs any loss, cost, or expense, by reason of Member's failure to perform hereunder or by reason of a dispute between Member and GIC, then Member shall reimburse GIC. Member shall reimburse GIC, upon demand, and regardless of whether Member is held liable to any third-party claimants. Member shall indemnify and hold harmless GIC against any and all sums due GIC hereunder if such sums are not paid within thirty (30) days of demand by GIC. Member shall pay interest to GIC as appropriate, at the rate of eighteen percent (18%) per annum on all sums due to GIC if such sums are not paid within thirty (30) days of demand. Member agrees and understands that it assumes all responsibility as a self-employed, independent Member to obtain at its sole expense all insurance, including, without limitation, workers' compensation and comprehensive general liability insurance.

#### **C. Cancellation or Suspension of Membership**

1. GIC may suspend or terminate Member's registration and Membership in the GIC Insurance Program as well as the registration or Membership of any person or organization controlling, controlled by, or under common control with Member, if, in the opinion of GIC, Member:



- a. Provided false information in connection with its application for insurance or renewal;
  - b. Fails to respond to a notification of a claim in a timely fashion;
  - c. Fails to cooperate in the arbitration process, or fails to comply with a complaint or claim decision made by GIC, or
  - d. Otherwise fails to comply with the terms and conditions of this Membership Agreement or the procedures of the GIC Insurance Program.
2. Member agrees to indemnify and hold GIC harmless from any claims or damages which are proximately caused by any of the foregoing acts or omissions by Member.

**Signatures:**

**Member:** \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Golden Insurance Company, a Risk Retention Group**

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_