

**NOBLR RECIPROCAL EXCHANGE
POWERS OF THE SUBSCRIBERS' ADVISORY COMMITTEE**

The Subscribers' Advisory Committee (the "**Committee**" or "**SAC**") of the Noblr Reciprocal Exchange, a Colorado domestic reciprocal insurance exchange ("**Noblr**"), is an advisory committee established pursuant to the Noblr Subscription Agreement and Power of Attorney to serve on behalf of the subscribers to Noblr (the "**Subscribers**") for the purposes set forth in Article 1 below. This document sets forth the terms and conditions upon which the Committee shall operate.

ARTICLE 1. Powers

The Committee shall be authorized to:

- A. Advise on the Exchange's operation to such extent as may be necessary to assure conformity with the Noblr Subscription Agreement and Power of Attorney;
- B. Recommend the selection of an independent auditor to Noblr Risk Management, LLC ("**NRM**") and procure the audit of the accounts and records of Noblr and NRM, at the expense of Noblr, and review the results of any such audit;
- C. Adopt certain governance, election, voting or other standing rules ("**Standing Rules**"), as the Committee determines, provided that such Standing Rules are consistent with the Noblr Subscription Agreement and Power of Attorney and the powers of the Subscribers' Advisory Committee as set forth in these Powers of the Subscribers' Advisory Committee; and
- D. Act on behalf of the Subscribers with respect to any action NRM, in its discretion, may request them to take.

The Committee shall have no power or authority to bind Noblr to any insurance policy, to enter into any other contractual obligation on behalf of Noblr or NRM, or to otherwise conduct business on behalf of or in the name of Noblr or NRM. Notwithstanding the foregoing, the SAC Chair shall be authorized to sign the Attorney-in-Fact Agreement on behalf of Noblr.

ARTICLE 2. Membership and Terms

- A. The number of members of the Committee shall be determined under the Standing Rules, but in no event shall (i) the Committee be composed of fewer than three (3) members or more than seven (7) members, or (ii) less than two-thirds (2/3) of the membership of the Committee be Subscribers who are not employed by or have a financial interest in NRM.
- B. The term of each member of the Committee shall be for no more than one (1) year.
- C. The initial Committee will be composed of three (3) members, one of whom shall be *ex officio* the President of NRM ("**President**") or other person designated by the President (the "**NRM Representative**"), and the remaining two (2) of whom shall be appointed by the President. Thereafter, the Committee will be composed of the NRM Representative(s) and other members elected to hold such position pursuant to Paragraph 2(D) or (F) below.
- D. There is hereby created a nominating subcommittee ("**Nominating Subcommittee**") of the SAC, which shall be composed of the SAC Chair and the NRM Representative. Not later than the first

anniversary of the commencement of Noblr's operation, and annually thereafter, the Committee shall elect, or re-elect, the membership of the Committee from a slate of candidates nominated by the Nominating Subcommittee. In making its recommendations, the Nominating Subcommittee is expressly charged to seek diverse candidates within Noblr's operating area who can bring different perspectives and life experiences to the SAC.

- E. The Committee shall have the authority to remove and replace members of the Committee for cause, as determined by the Committee in consultation with NRM, provided the NRM Representative may be removed and replaced only by NRM.
- F. Newly created Committee positions resulting from an increase in the number of Committee members, created in accordance with the Standing Rules, and any vacancies on the Committee resulting from death, resignation, removal or other cause, shall be filled by the affirmative vote of a majority of the remaining Committee members then serving from candidate(s) presented by the Nominating Subcommittee, provided the NRM Representative is required for a quorum. Any Committee member elected pursuant to this Article 2(F) will hold office until the next annual election of Committee members or removed, if earlier.
- G. Members of the Committee will be reimbursed by Noblr for all reasonable expenses associated with attending meetings of the Committee. In addition, for consideration of the counsel and service to be provided by each member of the Committee to Noblr, each member (other than any officers or employees of NRM) shall receive, at the expense of Noblr, a reasonable and customary per-meeting fee. Nothing contained herein shall be construed to preclude any member from receiving compensation for services rendered to Noblr or NRM in any other capacity, subject to the requirements set forth above.

ARTICLE 3. Duties of Committee Members

- A. Committee members serve in an advisory capacity. They are required to exercise reasonable prudence in the performance of their duties, but are not deemed to provide, by virtue of office, any expertise in the fields of insurance, finance or management. Members of the Committee do not provide assurance as to the quality or trustworthiness of NRM's management and employees (or candidates to serve as such), Noblr's financial statements or any professional certification as to the independent auditor's work.
- B. Committee members are entitled to full access to all books, records, facilities and personnel of Noblr or NRM reasonably necessary for discharging their duties as set forth in Article 1. If a majority of the members of the Committee agree, with the consent of the President of NRM, which consent shall not be unreasonably withheld, the Committee may retain outside counsel, auditors or other experts to advise the Committee as necessary for it to perform its duties as set forth in Article 1, at the expense of Noblr.

ARTICLE 4. Meetings of the Committee

- A. Meetings of the Committee shall be presided over by a Chair with minutes recorded by a Secretary. The Chair and Secretary of the SAC shall be selected in the manner set forth in the Standing Rules. The SAC shall create no further position or offices for Noblr without prior amendment of this Powers of the Subscribers' Advisory Committee pursuant to Article 6 below.

- B. The Committee shall meet no less than twice annually to review the financial statements of Noblr and such other matters as NRM shall determine. The President or Secretary of NRM shall provide at least ten (10) days' notice of the meetings to each member of the Committee by telephone, e-mail or otherwise in writing. Special meetings of the Committee may be called by the President or Secretary of NRM on one (1) day notice to each member, either by telephone, e-mail or otherwise in writing. Special meetings shall be called by the President or Secretary of NRM in like manner and on like notice upon the written request of a majority of the members of the Committee. An agenda approved by the President setting out proposed action to be taken at any regular or special meeting shall be included with the notice. The senior management of NRM, in its sole discretion, may designate employees of NRM to attend the meetings of the Committee. A majority of the total number of Committee members shall constitute a quorum for the conduct of a meeting and the transaction of any business, except for meetings at which the attendance of the NRM Representative is required for a quorum, in which case a majority and the attendance of the NRM Representative shall constitute a quorum. Except as otherwise provided herein, the vote of a majority of the Committee members present at a meeting at which a quorum is present shall be an act of the Committee.
- C. Meetings of the Committee shall be held at such times and places in or out of the State of Colorado as may be designated in the notice of the meeting. One or more members of the Committee may participate in any meeting of the Committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear one another. Participation in a meeting by such means shall constitute presence in person at the meeting.
- D. Any action required or permitted to be taken at a meeting of the Committee may be taken without a meeting if, prior or subsequent to the action, consent thereto is signed by all of the members and is filed with the Secretary of NRM.

ARTICLE 5. Indemnification of Committee Members

- A. Noblr shall indemnify any member of the Committee who was or is a party to, or is threatened to be made a party to, or who is called as a witness in connection with, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including an action by or in the right of Noblr, by reason of the fact that the member is or was a member of the Committee. This indemnification shall include expenses, including attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred by the member in connection with some action, suit or proceeding unless the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted bad faith, intentional misconduct or a knowing violation of law or that the member directly or indirectly derived an improper personal benefit.
- B. Noblr shall pay expenses incurred by a Committee member in defending an action or proceeding referred to herein in advance of the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by Noblr.

- C. The indemnification and advancement of expenses provided or granted herein shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any agreement, contract, vote of the board of Noblr, Inc. or otherwise, both as to action in any Committee member's official capacity and as to action in another capacity while holding such office.
- D. The indemnification and advancement of expenses provided or granted herein shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a member of the Committee and shall inure to the benefit of the heirs, executors and administrators of such person.
- E. Noblr shall maintain Directors & Officers insurance from a highly-rated insurance company at limits that are deemed appropriate by the Committee and consistent with limits carried by comparable organizations.

ARTICLE 6. Amendments

The Committee reserves the right to amend, modify or repeal any provision contained in this Powers of the Subscribers' Advisory Committee document, provided any such amendment, modification or repeal is in conformity with the Noblr Subscription Agreement and Power of Attorney and is subject to the concurrence of NRM and compliance with applicable law, provided further that the provisions of Article 5 may only be reduced prospectively and if amended to reduce the protection provided, then only by a super-majority vote of two-thirds (2/3) of all Committee members.