



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF TRANSPORTATION
MASSACHUSETTS HIGHWAY DEPARTMENT

EOT

DEVAL L. PATRICK
GOVERNOR

TIMOTHY P. MURRAY
LIEUTENANT GOVERNOR

JAMES A. ALOISI JR.
SECRETARY

LUISA PAIEWONSKY
COMMISSIONER

Agreement Modification Notice

January 14, 2009

Commerce Insurance Co.
211 Main Street
Webster, MA 01570

Agreement Number: 9767
Action Item #: 9
Action Item Date: January 14, 2009

Dear Patrick J. McDonald,

Enclosed is a signed copy of your Agreement Modification between the Massachusetts Highway Department and Commerce Insurance Co. relative to an extension of the end date to July 31, 2013 regarding the continuance of CIC's sponsorship of the Cares Van Program in Statewide.

Please insert this modification into the original agreement.

Thank you,

Tanya M. Barros
Director of Contracts & Records

TMB/lnc

cc: Michelle Maffeo, ITS
Fiscal
Contracts & Records

Completion Date: July 31, 2013

The Commonwealth of Massachusetts
Massachusetts Highway Department

AGREEMENT MODIFICATION

Type of Modification: "Extended Term" Renewal Option

Type of Agreement: Sponsorship Agreement #: 9767

Division: Highway Operations Project I.D. #: N/A

Project/Location: N/A

Vendor/Party Name and Address: Commerce Ins. Co

211 Main St., Webster, MA 01570

Account No: N/A Federal Aid No.: N/A

Description: MassHighway and Commerce Insurance Co (CIC) have agreed to a renewal of their agreement for an additional five years. CIC has requested in writing at this time to exercise the "Extended Term" option, which will continue their sponsorship of the Cares Van Program until July 31, 2013. There is no cost to MassHighway associated with this agreement.

Current Agreement Information	Proposed Agreement Information ("N/C" for no change)
Start Date: <u>August 1, 2003</u>	
End Date: <u>July 31, 2008</u>	End Date: <u>July 31, 2013</u>
	Net Time Change: <u>5 years</u>
Maximum Obligation: <u>N/C</u>	Maximum Obligation: <u>N/C</u>
	Net Dollar Change: <u>N/C</u>

Approvals:

<u>Michelle Meyers</u> 12/22/08	<u>Frank A. Tommasi</u> 1/9/2009
Submitted by Date	Chief Engineer Date
<u>[Signature]</u> 1/8/09	<u>[Signature]</u> 1/12/09
Head of Originating Division Date	Chief Counsel Date
	<u>[Signature]</u> 1/14/09
C.E.P.O. Date	Commissioner Date
<u>Sanya H. Barros</u> 1/14/09	<u>N/A</u> Date
	Secretary Date



Commerce InsuranceSM

The Commerce Insurance CompanySM
Citation Insurance CompanySM

Members of The Commerce Group, Inc.SM

211 Main Street, Webster, Massachusetts 01570 (508) 943-9000
www.CommerceInsurance.com

January 15, 2008

The Honorable Luisa Paiewonsky
Commissioner
Massachusetts Highway Department
Ten Park Plaza, Suite 3170
Boston, MA 02116

Mr. David E. Stein
Managing Partner
Travelers Marketing
568 Washington Street
Wellesley, MA 02482-6407

Dear Commissioner and David:

In accordance with the terms of the Agreement (#9767) among The Commerce Insurance Company (Commerce), the Massachusetts Highway Department (MHD), and Travelers Marketing (TM), Commerce is required to provide MHD and TM with no less than 180 days' written notice prior to the expiration of the Extended Term of our renewal of the Agreement for up to an additional five (5) years.

I am pleased to inform you that Commerce hereby extends the Agreement for five (5) years until July 31, 2013 (the "Renewal Term").

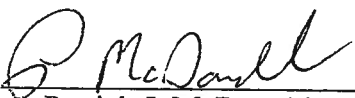
We look forward to continuing to work with MHD and TM on a mutually agreeable amendment to the Agreement (the "Amendment") relating to certain terms and conditions pertaining to the Renewal Term. Commerce will send MHD and TM a revised draft of the proposed Amendment under separate cover.

Please be advised that by proposing the Amendment, Commerce has not varied the terms or conditions of the Agreement for purposes of effecting its extension through the end of the Renewal Term.

We look forward to working with you to keep our highways safe and traffic flowing smoothly.

Sincerely,

THE COMMERCE INSURANCE COMPANY

By: 
Patrick J. McDonald, CPCU, CIC, AIM, AIS
Senior Vice President Marketing

PJM: dg

cc: Robert N. Cohen, Deputy Commissioner, MHD
Thomas Laughlin, P. E., Director of State Highway Operations, MHD
Michelle Maffeo, Director ITS Programs Unit, MHD
Katia Clarke, Deputy Secretary, MHD
James A. Ermilio, Executive Vice President, Commerce

**AMENDMENT AND RESTATEMENT
OF
MASSACHUSETTS HIGHWAY DEPARTMENT
“MAP” SPONSORSHIP PROGRAM AGREEMENT**

THIS AMENDMENT and RESTATEMENT OF AGREEMENT (the “Agreement”), is made this 14 day of January, 2009 by and between the Commonwealth of Massachusetts acting through the Massachusetts Highway Department (“MHD”) having its principal place of business at 10 Park Plaza, Boston, Massachusetts 02116, and The Commerce Insurance Company (“CIC”) with its principal place of business at 211 Main Street, Webster, Massachusetts 01570.

RECITALS

WHEREAS, the Motorist Assistance Program (“MAP”) first began operating in Massachusetts in 1978 through the auspices of an outside, private contractor; and,

WHEREAS, the MHD has been supporting MAP starting in 1993, for the purposes of providing emergency assistance to stranded motorists and disabled vehicles, reducing traffic congestion by facilitating rapid clearance of disabled vehicles and/or debris from accidents, and reducing the risk of additional injuries by taking steps to reduce traffic congestion; and,

WHEREAS, MHD has entered into agreements with various entities to provide for the vehicles, personnel, emergency equipment and supplies, and other materials required for the successful operation of MAP; and,

WHEREAS, MHD, Travelers Marketing (“TM”), CIC, and AAA Southern New England, AAA Merrimack Valley, and AAA Pioneer Valley (collectively, the “AAA Clubs”) entered into that certain Massachusetts Highway Department MAP Sponsorship Agreement dated July 1, 2003 as amended (the “Original Agreement”); and,

WHEREAS, the effective date of the Original Agreement was changed from July 1, 2003 to August 1, 2003; and,

WHEREAS, MHD and (“TM”) have entered into an agreement, dated December 3, 2008 (the “MHD/TM Agreement”) that provides for TM to assume the responsibility for managing the advertising for MAP; and,

WHEREAS, CIC desires to provide funds in exchange for certain advertising rights in connection with MAP; and,

WHEREAS, CIC extended the term of the Original Agreement, pursuant to its terms and conditions, by notice given on January 16, 2006, until July 31, 2008; and,

WHEREAS, CIC further extended the term of the Original Agreement, pursuant to its terms and conditions, by notice given on January 15, 2008, from August 1, 2008 until July 31, 2013; and,

WHEREAS, the AAA Clubs and TM no longer intend to be parties to this Agreement and have delivered or shall deliver to MHD and CIC novations substantially in the forms attached hereto as Exhibit 1 (the "Novations"); and,

WHEREAS, the parties to the Agreement intend to modify certain of the terms and conditions of the Original Agreement as set forth in this Amendment and Restatement.

NOW THEREFORE, in consideration of the mutual promises, terms and covenants contained herein, the parties to this Agreement do hereby agree as follows:

TERM

This Agreement shall be effective as of August 1, 2008, and shall remain in effect until July 31, 2013 (the "term"), unless terminated earlier in accordance with the terms of this Agreement.

FEES

CIC shall pay to TM, as and for the fees for advertising rights in connection with MAP and in consideration for the performance by MHD and TM of the obligations set forth in this Agreement and in the MHD/TM Agreement, the following amounts per year during each year of the term:

- (1) On or before seven (7) days after the execution of this Agreement, the amount of \$239,583 for the period from August 1, 2008 through December 31, 2008;
- (2) On or before the later to occur of (i) December 31, 2008 or (ii) the completed installation of the Replacement Signs (as defined below) and changing the graphics (i.e., installing new wrapping) on all MAP vehicles, each in accordance with the terms and conditions of this Agreement, \$600,000 for the period from January 1, 2009 through December 31, 2009;
- (3) On or before December 31, 2009, \$618,000 for the period from January 1, 2010 through December 31, 2010;
- (4) On or before December 31, 2010, \$636,000 for the period from January 1, 2011 through December 31, 2011;

- (5) On or before December 31, 2011, \$650,000 for the period from January 1, 2012 through December 31, 2012; and
- (6) On or before December 31, 2012, \$379,167 for the period from January 1, 2013 through July 31, 2013.

TM shall pay MHD in accordance with the fee structure as specified in the MHD/TM Agreement.

In the event of a default by TM under the MHD/TM Agreement, MHD shall deliver written notice (the "New Payee Notice") to CIC that (1) provides that MHD shall assume all obligations of TM to CIC under this Agreement, and (2) directs that all payments due by CIC under this Agreement shall be made by CIC to MHD. Upon CIC's receipt of the New Payee Notice, CIC shall direct to MHD all future payments due by CIC under this Agreement.

RELATIONSHIP OF THE PARTIES

The parties to this Agreement acknowledge, understand and agree that CIC is providing funding in exchange for certain promotional, name recognition and/or advertising rights with respect to the operation of MAP and that nothing in this Agreement, or any actions, representations or statements of any of the parties or their respective employees, agents, representatives or subcontractors, shall be interpreted or construed as creating any other type of relationship, including, but not limited to, partnership, agency, representative, employment or joint venture, by and between CIC and MHD, or their respective employees, subcontractors, agents, or representatives. MHD acknowledges and agrees that CIC, by entering into this Agreement, is incurring no obligation, by way of regulation or otherwise, other than to provide funds as set forth herein and that in no event shall CIC have any responsibility for, control of, or liability on account of, the operation of MAP.

MHD OBLIGATIONS

In consideration for the fees paid by CIC in accordance with the provisions of this Agreement, MHD and its respective employees, subcontractors, agents, or representatives shall be responsible for the following:

- (1) MHD shall continuously operate and maintain MAP from August 1, 2008 through July 31, 2013 in accordance with the following:
 - (a) from August 1, 2008 through July 31, 2011, there shall be no less than twenty-five vehicles (21 vans and 4 ramp/tow trucks) operating in MAP, with each such vehicle maintained in good operating condition and good, clean appearance.

Notwithstanding the foregoing, (i) MHD may in its discretion increase the

minimum number of such vehicles operating in MAP (“Additional Vehicles”) by two Additional Vehicles for the period August 1, 2011 through July 31, 2012 (“Year Four”), and by two Additional Vehicles for the period August 1, 2012 through July 31, 2013 (“Year Five”); (ii) MHD shall maintain each Additional Vehicle in good operating condition and good, clean appearance; and (iii) CIC hereby agrees to pay MHD annually during Year Four and Year Five, up to seven thousand five hundred dollars (\$7,500) for the acquisition and outfitting of each Additional Vehicle that serves a new route, provided that CIC shall not pay MHD more than fifteen thousand dollars (\$15,000) for the acquisition or outfitting of two Additional Vehicles during Year Four or Year Five.

(b) Operation of MAP on interstate and other major highways covering at least 330 miles.

(c) MAP operation covering at least the hours of 6:00 to 10:00 AM (Eastern Time) and 3:00 to 7:00 PM (Eastern Time) on all week days.

(d) Personnel engaged as operators shall have and maintain current TRAA (Towing and Recovery Association of America) Certification, American Red Cross Certification in CPR and Community First Aid, experience in motorist assistance and auto mechanics, and completion of the MHD training program providing for incident management, HazMat response, and communication procedures and log maintenance.

(e) MHD shall provide a monthly report to CIC that confirms whether or not the operations of MAP for the prior month meet each of the standards set forth in this Subsection 1. In addition, the monthly reports shall include summary information regarding the numbers and locations of motorist assistance stops made.

(2) provide to CIC advertising as follows:

(a) MHD shall have the right, subject to CIC’s consent, to name or brand MAP with any name that is reasonably acceptable to CIC (the “Program Name”), with such consent not to be unreasonably withheld. The Program Name shall include all or part of the corporate name, service mark, and/or logo of CIC and/or CIC’s ultimate parent Mapfre S.A. and, if CIC so designates in writing, any of the AAA Clubs; provided, however, that the AAA name, service mark, and/or logo shall not appear on any Program vehicles. MHD hereby grants to CIC the right to design any graphics for use in conjunction with the Program Name, subject to approval by MHD, and said approval will not be unreasonably withheld.

(b) MHD shall be responsible for: (i) removing all roadside signs

containing the Program Name that were in place prior to the date on which this Amendment and Restatement was executed (the "Existing Signs"); (ii) constructing and installing no more than sixty (60) replacement signs, in the form set forth in Exhibit 2, and having a maximum size of 60 inches by 48 inches and containing the Program Name and information about MAP (the "Replacement Signs") on no less than twenty two (22) covered highway segments in strategic locations patrolled by MAP; and (iii) placement, ongoing maintenance and repair of the Replacement Signs. CIC shall pay MHD for the actual cost of construction of sixty (60) Replacement Signs in an amount not to exceed twenty-five thousand (\$25,000) dollars, an amount referred to as the "Sign Replacement Fee." CIC shall pay the Sign Replacement Fee to MHD in two parts: (i) \$12,500 on or before seven (7) days after the execution of this Amendment and Restatement; and (ii) on or before seven (7) days after all of the Replacement Signs have been installed in accordance with the terms and conditions of this Agreement. Any reference in the Agreement to roadside signs or signage shall, upon the execution of this Amendment and Restatement, refer to the Replacement Signs.

(c) MHD shall be responsible for placement, installation, and ongoing maintenance and repair of signs, advertising space, lettering, and graphics containing the Program Name on all MAP vehicles as set forth on Exhibit 3. The new lettering and/or graphics will be installed after the Amendment and Restatement is signed and prior to the use of the vehicles for the program. Should CIC request to change the Program Name or graphics after the initial installation of lettering or graphics is completed, all costs associated with this change shall be borne by CIC.

(d) MHD agrees to provide the preparation, installation and placement of all vehicle and Replacement Signs immediately upon the removal of the Existing Signs, and ongoing maintenance of all signage in good condition during the term of this Agreement.

(e) MHD shall provide, at CIC's direction, placement of the Program Name on the uniforms and, if possible the hard hats worn by the MAP operators, subject to MHD approval, and said approval shall not be unreasonably withheld.

(f) Upon request by CIC, MHD shall grant the right to have MAP vehicles, with drivers, attend CIC's or community functions on an "as available" basis on no more than three (3) occasions per twelve (12) month period, with the cost of same to be borne by TM, in accordance with the MHD/TM Agreement.

(g) Several times each business day, MHD or its representatives (1) shall submit to traveler information service providers (including but not limited to radio stations, television stations, and other services providing telephone and internet traffic information such as SmartTraveler©), information related to the

operations of MAP, and (2) when submitting such information identify the information as having been provided by the Program Name.

(h) MHD shall use its best efforts to maximize public awareness and appreciation of MAP and CIC's participation in MAP. MHD, in conjunction with TM and the MHD/TM Agreement, will cooperate and assist CIC in planning and implementing a media and public relations campaign to announce the re-launch of the MAP Program.

INTELLECTUAL PROPERTY RIGHTS

(a) **Grant of License.** In consideration of CIC's payment of the fees set forth in the section of this Agreement entitled 'FEES,' MHD hereby grants to CIC an exclusive, world-wide, royalty-free license, during the term of this Agreement, to use the Program Name and all likenesses and all environmental settings, artwork and other materials associated therewith, including without limitation photographs, videotape, motion picture and all other means of recording or transmitting visual images or pictures of the vehicles used in the MAP and/or the Replacement Signs, for purposes of marketing, selling advertising, or promoting CIC and its products and services through any and all media, including without limitation newspaper, radio, television, outdoor advertising, other print advertising, collateral marketing materials, and free media (e.g., in newspaper and magazine stories); provided, however, that MHD's logo shall not be used in a manner that creates the appearance of promoting or endorsing CIC, or its products or services.

(b) **Intellectual Property.** Except to the extent described in Exhibits 2 and 3 attached hereto, MHD shall not make any use of the corporate name, service mark, logo, or other intellectual property (collectively, "Intellectual Property") of CIC or any of the AAA Clubs (the "AAA Intellectual Property") without CIC's prior written consent. CIC represents and warrants, as of the date on which this Amendment and Restatement was executed and at all times during the Term of the Agreement, that CIC possesses a good and valuable license or other right to use the AAA Intellectual Property in the Program Name and as otherwise contemplated by this Agreement. If at any time during the term of this Agreement, CIC no longer possess a right to use the AAA Intellectual Property, it shall immediately provide written notice to MHD (an "IP-Notice"). Within 60 days of receipt of the IP Notice, MHD shall, at CIC's cost and expense, remove all of the AAA Intellectual Property from all signs, and all other documents and media referring or relating to the MAP. CIC shall indemnify and hold harmless MHD and its successors and assigns from any claim, liability, or expense, including without limitation reasonable attorneys' fees, relating to the infringement of any right arising out of the AAA Intellectual Property.

MHD acknowledges and agrees that CIC's remedy for a breach of the foregoing provisions shall be specific performance in addition to any other remedies available to CIC under this Agreement or at law or equity.

INSURANCE

MHD shall require its MAP subcontractors to maintain insurance, during the term of this Agreement, as follows:

- (1) Full workers compensation coverage for all personnel engaged in MAP;
- (2) Comprehensive general liability insurance, including but not limited to, premises, operations, products and complete operations, negligence or willful misconduct in making repairs or providing any other service under agreement and having limits for bodily injury of not less than one million dollars (\$1,000,000.00) per occurrence and limits for property damage of not less than one million dollars (\$1,000,000.00) per occurrence; and
- (3) An additional umbrella policy to cover all exposures of one million dollars (\$1,000,000.00) per occurrence.

MHD and CIC shall be named as additional named insureds in each such policy and shall be entitled to ten (10) days advance written notice of any modification or cancellation of any such policy.

INDEMNIFICATION

MHD shall obtain and deliver to CIC the commitments from each of its MAP subcontractors to defend, indemnify and hold harmless CIC and its respective affiliates, and their respective directors, officers, shareholders, and employees, from and against all claims, actions, damages, assessments, costs, expenses (including, but not limited to, attorneys fees), losses or liabilities incurred or asserted as a result of, or arising out of, directly or indirectly, this Agreement or any of the operations of MAP, including, but not limited to, their intentional, unintentional, or negligent actions or that of their employees engaged in or participating in MAP.

EXCLUSIVITY

During the term of this Agreement, the parties agree that CIC shall have sole and exclusive rights to the promotional, name recognition and advertising in conjunction with the Massachusetts motorist assistance program operated by or on behalf of MHD or TM.

TERMINATION

This Agreement may be terminated by CIC upon 15 days written notice to MHD upon the occurrence of any material breach of the terms and conditions of this Agreement, provided that MHD fails to cure said violation within said 15 days from the time of receipt of written notice. Material breach shall include but not be limited to the following:

- (1) If the MAP program, or the participation by CIC in MAP as provided for in this Agreement, shall be or become deemed to be in violation of any federal, state or local statutes, laws or regulations; or,
- (2) If MAP is terminated or ceases to continuously operate in accordance with this Agreement for a period exceeding five (5) consecutive business days.

In the event of termination pursuant to this provision, provided CIC is not in material breach, CIC shall receive a pro rata amount of fees paid for the period from the date of the breach through the remainder of the calendar year in which termination occurs (Commerce intends to seek from TM such a pro rata refund, including all deductions or offsets that would have been made or had already been made to compensate TM for its services under the MHD/TM Agreement), and CIC shall be relieved of all remaining payment obligations under this Agreement.

This Agreement may be terminated by MHD for non-payment upon fifteen (15) days written notice to CIC, provided that CIC fails to cure the default in payment within fifteen (15) days of its receipt of such notice.

This Agreement may be terminated by MHD upon fifteen (15) days written notice to CIC upon the occurrence of a material adverse impact on the reputation and goodwill of the MAP program that is a direct and proximate result of the finding by a court or regulatory agency that CIC engaged in an act of criminal, fraudulent or unethical behavior that has a material impact on the business operations of CIC. In the event of termination pursuant to this provision, CIC shall receive a pro rata refund of fees paid for the period from the date of the breach through the remainder of the calendar year in which termination occurs, and CIC shall be relieved of all remaining payment obligations under this Agreement. This Agreement may also be terminated upon fifteen (15) days written notice upon the occurrence of CIC engaging in the marketing or production of alcoholic beverages, tobacco products, firearms, ammunition, gambling, or sexually explicit products or publications.

SUCCESSORS AND ASSIGNS

This Agreement and the various rights and obligations arising hereunder shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. Neither this Agreement, nor the rights, interests, or obligations of the parties hereunder shall be transferred or assigned by any party hereto without the prior written consent of the other parties; provided, however, that CIC may, with the prior written consent of MHD, which consent shall not be unreasonably withheld or delayed, assign its rights and obligations under this Agreement to a current or future "Affiliate" (as that term is defined below) pursuant to a merger, acquisition, consolidation, sale of all or substantially all of the assets of CIC or any of its Affiliates or other similar form of corporate reorganization of CIC or any of its Affiliates. Notwithstanding any other provision of this Agreement, a change in control of CIC or any of its Affiliates, where such change may be effected, directly or indirectly, by a change in the ownership or management of CIC or any its Affiliates by any means, shall not constitute an assignment by CIC or any of its Affiliates of this Agreement. For purposes of this Agreement "Affiliate" shall mean any person or entity controlling CIC, under common control with CIC, or controlled by CIC.

COUNTERPARTS

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

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and supersedes all previous agreements and understandings, whether oral or written, between the parties and no other agreements, understandings, or regulations not specifically referenced herein (reference is made to the MHD/TM Agreement and the Novations) are applicable. This Agreement may be amended only by a written agreement signed by all of the parties.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

HEADINGS

The headings used throughout this Agreement are used for convenience only and shall not be used to interpret the terms and conditions of this Agreement.

NOTICES

All notices, requests, demands, and other communications required or permitted under this Agreement shall be deemed to have been duly given or delivered at the time of personal delivery to the party for whom it is intended, or at the time of mailing by being deposited, postage prepaid, by certified mail, in a United States post office addressed to the party at the address below:

If to CIC: The Commerce Insurance Company
 211 Main Street
 Webster, Massachusetts 01570
 ATTN: Patrick J. McDonald

With a Copy to:
 The Commerce Insurance Company
 211 Main Street
 Webster, Massachusetts 01570
 ATTN: General Counsel

If to MHD: Massachusetts Highway Department
 10 Park Plaza, Room 7111
 Boston, Massachusetts 02116
 ATTN: Michelle Maffeo

Either party may change the address to which notice must be given in this Section by giving written notice by the means described herein.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

Massachusetts Highway Department

By: 
Commissioner


Date: 1/14/09

The Commerce Insurance Company

By: 
Patrick J. McDonald
Senior Vice President

Date: 1/6/2009

And

By: 
Robert E. McKenna
Vice President and Treasurer

Date: 1/6/09

Exhibit 1



Commerce InsuranceSM

The Commerce Insurance CompanySM
Citation Insurance CompanySM

Members of The Commerce Group, Inc.SM

211 Main Street, Webster, Massachusetts 01570 (508) 943-9000

www.CommerceInsurance.com

RECEIVED

DEC 22 2008

December 18, 2008

Mr. Christopher E. Mensing
AAA Pioneer Valley
150 Capital Drive
West Springfield, MA 01089

Re: Amendment and Restatement of Massachusetts
Highway Department MAP Sponsorship Program Agreement

Dear Chris,

As you know, each of the Massachusetts AAA Clubs was a party to the Massachusetts Highway Department MAP Sponsorship Program Agreement, dated July 1, 2003, as amended (the "Original Agreement"). The other parties to the Original Agreement were the Massachusetts Highway Department ("MHD"), The Commerce Insurance Company ("CIC"), and Travelers Marketing ("TM").

As you are further aware, MHD and CIC have agreed to enter into an amended and restated agreement relating to MAP for the period August 1, 2008 through July 31, 2013 (the "New Agreement"). Based on the direction of Massachusetts Highway Department, as outlined in the attached, TM and the AAA Clubs will not be parties to the New Agreement. Please know that the AAA logo will continue to be prominently displayed on highway signs (preliminary sign attached) and included on brochures (preliminary copy attached) distributed to motorists. However, the AAA logo will be removed from Highway Assistance vehicles as the MHD continues to insist that the logo caused confusion for motorists.

In light of the foregoing, CIC requests that each of the Clubs confirm, by returning to us a signed copy of this letter, that each of the Clubs, on the one hand, and CIC, on the other hand, are hereby released and discharged from further obligations to each other under the Original Agreement and their respective rights against each other thereunder are cancelled.

This letter agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and sets forth the entire agreement of the parties, whether oral or written, with respect to the subject matter hereof. This letter agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

If your Club agrees to the terms and conditions of this letter agreement, please indicate by signing below and returning to me an originally signed counterpart of this letter.

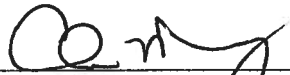
Sincerely,



Patrick J. McDonald, CPCU, CIC, AIM, AIS
Senior Vice President,
Marketing

AGREED AND ACCEPTED:

AAA PIONEER VALLEY

By:  _____

Name: Chris Mensing

Title: President / CEO



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF TRANSPORTATION
MASSACHUSETTS HIGHWAY DEPARTMENT

EOT

DEVAL L. PATRICK
GOVERNOR

TIMOTHY P. MURRAY
LIEUTENANT GOVERNOR

December 12, 2008

BERNARD COHEN
SECRETARY

LUISA PAIEWONSKY
COMMISSIONER

Mr. Patrick McDonald, CPCU, CIC, AIM, AIS
Senior Vice President, Marketing
Commerce Insurance
211 Main Street
Webster, MA 01570

Re: MassHighway-Commerce Insurance Highway Assistance Program

Dear Mr. McDonald:

Thank you for your letter of November 24, 2008, bringing to my attention that the amendment and restatement agreement with your company has not been completed. I have spoken with my Legal Counsel and Statewide Operations and asked them to make this amendment a top priority.

In that regard, it is my understanding that a meeting was held last week with both counsels present to address the outstanding issues. These issues can be summarized as follows:

- The only signatories on the amendment and restatement agreement will be Commerce Insurance and MassHighway.
- The Triple A logo, will only appear on the roadway signs and the postcard that is handed out by the Highway Assistance drivers. The triple A logo will not be on the vans and ramp trucks.
- The new 50 roadway signs will be 5' by 4' in size and up to an additional 10 roadway signs – 60 in total will be installed at beginning of each route, and 10 additional key points along the patrol routes as determined by the State Traffic Engineer.
- The last quarter payment from Commerce Insurance was submitted directly to MassHighway. This payment was returned and will be re-issued to Travelers Marketing. The next quarter payment and all future payments will also be issued to Travelers Marketing.
- The Draft Amendment and Restatement Agreement has been transmitted to Commerce Counsel for their review and comment.

We expect that all outstanding issues will be resolved by the end of the week and that the agreement will be signed by me before the end of this month.

Sincerely,


Luisa Paiewonsky
Commissioner



Commerce

INSURANCESM

The Commerce Insurance Company (☐) a MAPFRE company

HIGHWAY ASSISTANCE

Monday - Friday 6-10 AM | 3-7 PM



HIGHWAY ASSISTANCE

Commerce
INSURANCESM
The Commerce Insurance Company  a MAPFRE company



Luisa Paiewonsky
Commissioner
Massachusetts Highway Department
10 Park Plaza
Boston, MA 02116-3973



Commerce InsuranceSM

The Commerce Insurance CompanySM

Citation Insurance CompanySM

Members of The Commerce Group, Inc.SM

211 Main Street, Webster, Massachusetts 01570 (508) 943-9000

www.CommerceInsurance.com

December 18, 2008

Mr. Earle B. Seeley
President and CEO
AAA Merrimack Valley
49 Orchard Hill Road
North Andover, MA 01845

Re: Amendment and Restatement of Massachusetts
Highway Department MAP Sponsorship Program Agreement

Dear Buzz,

As you know, each of the Massachusetts AAA Clubs was a party to the Massachusetts Highway Department MAP Sponsorship Program Agreement, dated July 1, 2003, as amended (the "Original Agreement"). The other parties to the Original Agreement were the Massachusetts Highway Department ("MHD"), The Commerce Insurance Company ("CIC"), and Travelers Marketing ("TM").

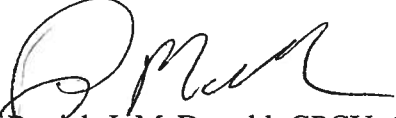
As you are further aware, MHD and CIC have agreed to enter into an amended and restated agreement relating to MAP for the period August 1, 2008 through July 31, 2013 (the "New Agreement"). Based on the direction of Massachusetts Highway Department, as outlined in the attached, TM and the AAA Clubs will not be parties to the New Agreement. Please know that the AAA logo will continue to be prominently displayed on highway signs (preliminary sign attached) and included on brochures (preliminary copy attached) distributed to motorists. However, the AAA logo will be removed from Highway Assistance vehicles as the MHD continues to insist that the logo caused confusion for motorists.

In light of the foregoing, CIC requests that each of the Clubs confirm, by returning to us a signed copy of this letter, that each of the Clubs, on the one hand, and CIC, on the other hand, are hereby released and discharged from further obligations to each other under the Original Agreement and their respective rights against each other thereunder are cancelled.

This letter agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and sets forth the entire agreement of the parties, whether oral or written, with respect to the subject matter hereof. This letter agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

If your Club agrees to the terms and conditions of this letter agreement, please indicate by signing below and returning to me an originally signed counterpart of this letter.

Sincerely,



Patrick J. McDonald, CPCU, CIC, AIM, AIS
Senior Vice President,
Marketing

AGREED AND ACCEPTED:

AAA MERRIMACK VALLEY

By: Earle B. Seeley

Name: 

Title: President/CEO



**THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF TRANSPORTATION
MASSACHUSETTS HIGHWAY DEPARTMENT**

EOT

DEVAL L. PATRICK
GOVERNOR

TIMOTHY P. MURRAY
LIEUTENANT GOVERNOR

BERNARD COHEN
SECRETARY

LUISA PAIEWONSKY
COMMISSIONER

December 12, 2008

Mr. Patrick McDonald, CPCU, CIC, AIM, AIS
Senior Vice President, Marketing
Commerce Insurance
211 Main Street
Webster, MA 01570

Re: MassHighway – Commerce Insurance Highway Assistance Program

Dear Mr. McDonald:

Thank you for your letter of November 24, 2008, bringing to my attention that the amendment and restatement agreement with your company has not been completed. I have spoken with my Legal Counsel and Statewide Operations and asked them to make this amendment a top priority.

In that regard, it is my understanding that a meeting was held last week with both counsels present to address the outstanding issues. These issues can be summarized as follows:

- The only signatories on the amendment and restatement agreement will be Commerce Insurance and MassHighway.
- The Triple A logo, will only appear on the roadway signs and the postcard that is handed out by the Highway Assistance drivers. The triple A logo will not be on the vans and ramp trucks.
- The new 50 roadway signs will be 5' by 4' in size and up to an additional 10 roadway signs – 60 in total will be installed at beginning of each route, and 10 additional key points along the patrol routes as determined by the State Traffic Engineer.
- The last quarter payment from Commerce Insurance was submitted directly to MassHighway. This payment was returned and will be re-issued to Travelers Marketing. The next quarter payment and all future payments will also be issued to Travelers Marketing.
- The Draft Amendment and Restatement Agreement has been transmitted to Commerce Counsel for their review and comment.

We expect that all outstanding issues will be resolved by the end of the week and that the agreement will be signed by me before the end of this month.

Sincerely,


Luisa Paiewonsky
Commissioner

TEN PARK PLAZA, BOSTON, MA 02116-3969

TELEPHONE: (617) 973-7800 • TELEFAX: (617) 973-8040 • TDD: (617) 973-7306 • WWW.MHD.STATE.MA.US



Commerce

INSURANCESM

The Commerce Insurance Company (Ⓢ) a MAPFRE company

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Monday-Friday 6-10 AM | 3-7 PM



HIGHWAY ASSISTANCE

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Luisa Paiewonsky
Commissioner
Massachusetts Highway Department
10 Park Plaza
Boston, MA 02116-3973



Commerce InsuranceSM

The Commerce Insurance CompanySM

Citation Insurance CompanySM

Members of The Commerce Group, Inc.SM

211 Main Street, Webster, Massachusetts 01570 (508) 943-9000

www.CommerceInsurance.com

December 18, 2008

Mr. Mark A. Shaw
President and CEO
AAA Southern New England
110 Royal Little Drive
Providence, RI 02904

Re: Amendment and Restatement of Massachusetts
Highway Department MAP Sponsorship Program Agreement

Dear Mark,

As you know, each of the Massachusetts AAA Clubs was a party to the Massachusetts Highway Department MAP Sponsorship Program Agreement, dated July 1, 2003, as amended (the "Original Agreement"). The other parties to the Original Agreement were the Massachusetts Highway Department ("MHD"), The Commerce Insurance Company ("CIC"), and Travelers Marketing ("TM").

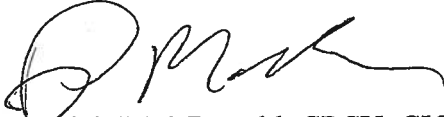
As you are further aware, MHD and CIC have agreed to enter into an amended and restated agreement relating to MAP for the period August 1, 2008 through July 31, 2013 (the "New Agreement"). Based on the direction of Massachusetts Highway Department, as outlined in the attached, TM and the AAA Clubs will not be parties to the New Agreement. Please know that the AAA logo will continue to be prominently displayed on highway signs (preliminary sign attached) and included on brochures (preliminary copy attached) distributed to motorists. However, the AAA logo will be removed from Highway Assistance vehicles as the MHD continues to insist that the logo caused confusion for motorists.

In light of the foregoing, CIC requests that each of the Clubs confirm, by returning to us a signed copy of this letter, that each of the Clubs, on the one hand, and CIC, on the other hand, are hereby released and discharged from further obligations to each other under the Original Agreement and their respective rights against each other thereunder are cancelled.

This letter agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and sets forth the entire agreement of the parties, whether oral or written, with respect to the subject matter hereof. This letter agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

If your Club agrees to the terms and conditions of this letter agreement, please indicate by signing below and returning to me an originally signed counterpart of this letter.

Sincerely,



Patrick J. McDonald, CPCU, CIC, AIM, AIS
Senior Vice President,
Marketing

AGREED AND ACCEPTED:

AAA SOUTHERN NEW ENGLAND

By: _____

Name: _____

Title: _____



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF TRANSPORTATION
MASSACHUSETTS HIGHWAY DEPARTMENT

EOT

DEVAL L. PATRICK
GOVERNOR

TIMOTHY P. MURRAY
LIEUTENANT GOVERNOR

BERNARD COHEN
SECRETARY

LUISA PAIEWONSKY
COMMISSIONER

December 12, 2008

Mr. Patrick McDonald, CPCU, CIC, AIM, AIS
Senior Vice President, Marketing
Commerce Insurance
211 Main Street
Webster, MA 01570

Re: MassHighway – Commerce Insurance Highway Assistance Program

Dear Mr. McDonald:

Thank you for your letter of November 24, 2008, bringing to my attention that the amendment and restatement agreement with your company has not been completed. I have spoken with my Legal Counsel and Statewide Operations and asked them to make this amendment a top priority.

In that regard, it is my understanding that a meeting was held last week with both counsels present to address the outstanding issues. These issues can be summarized as follows:

- The only signatories on the amendment and restatement agreement will be Commerce Insurance and MassHighway.
- The Triple A logo, will only appear on the roadway signs and the postcard that is handed out by the Highway Assistance drivers. The triple A logo will not be on the vans and ramp trucks.
- The new 50 roadway signs will be 5' by 4' in size and up to an additional 10 roadway signs – 60 in total will be installed at beginning of each route, and 10 additional key points along the patrol routes as determined by the State Traffic Engineer.
- The last quarter payment from Commerce Insurance was submitted directly to MassHighway. This payment was returned and will be re-issued to Travelers Marketing. The next quarter payment and all future payments will also be issued to Travelers Marketing.
- The Draft Amendment and Restatement Agreement has been transmitted to Commerce Counsel for their review and comment.

We expect that all outstanding issues will be resolved by the end of the week and that the agreement will be signed by me before the end of this month.

Sincerely,


Luisa Paiewonsky
Commissioner



Commerce

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Luisa Paiewonsky
Commissioner
Massachusetts Highway Department
10 Park Plaza
Boston, MA 02116-3973



Commerce InsuranceSM

The Commerce Insurance CompanySM

Citation Insurance CompanySM

Members of The Commerce Group, Inc.SM

211 Main Street, Webster, Massachusetts 01570 (508) 943-9000

www.CommerceInsurance.com

January 10, 2009

Travelers Marketing
568 Washington Street
Wellesley, MA 02482-6407
Attention: David E. Stein
Managing Partner

Re: Amendment and Restatement of Massachusetts
Highway Department MAP Sponsorship Program Agreement

Dear David:

As you know, Travelers Marketing ("TM") was a party to that certain Massachusetts Highway Department MAP Sponsorship Program Agreement, dated July 1, 2003, as amended (the "Original Agreement"). The other parties to the Original Agreement were the Massachusetts Highway Department ("MHD"), The Commerce Insurance Company ("CIC"), and AAA Southern New England, AAA Merrimack Valley, and AAA Pioneer Valley (collectively, the "AAA Clubs," and together with CIC, the "Sponsors").

Under the Original Agreement, TM was required to perform certain services for MHD and the Sponsors, subject to the terms and conditions of the Original Agreement. We understand that MHD and TM have entered into a new agreement referring or relating to the Motorist Assistance Program ("MAP"), dated on or about December 3, 2008 (the "TM/MHD Agreement").

As you are further aware, MHD and CIC have decided to enter into an amended and restated agreement relating to MAP for the period August 1, 2008 through July 31, 2013 (the "New Agreement"). TM and the AAA Clubs are not parties to the New Agreement. Nevertheless, as a result of the TM/MHD Agreement, CIC is required under the terms and conditions of the New Agreement to pay sponsorship fees in connection with MAP directly to TM and not to MHD.

In light of the foregoing, CIC requests that TM confirm, by returning to us a signed copy of this letter, that each of the Sponsors, on the one hand, and TM, on the other hand, are hereby released and discharged from further obligations to each other under the Original Agreement and their respective rights against each other thereunder are cancelled.

In addition, TM acknowledges and agrees that the New Agreement includes the following provision:

“In the event of a default by TM under the MHD/TM Agreement MHD shall deliver written notice (the “New Payee Notice”) to CIC that (1) provides that MHD shall assume all obligations of TM to CIC under this Agreement, and (2) directs that all payments due by CIC under this Agreement shall be made by CIC to MHD. Upon CIC’s receipt of the New Payee Notice, CIC shall direct to MHD all future payments due by CIC under this Agreement.”

In recognition of the fact that CIC does not intend to be involved in any dispute between TM and MHD relating to the above-quoted provision of the New Agreement or otherwise, TM hereby acknowledges and agrees that, effective immediately upon the receipt by CIC of a New Payee Notice under the New Agreement: (1) TM shall waive and forever discharge any and all claims it had or may have against CIC or any of its affiliates or their respective officers, directors, shareholders, employees or agents (the “CIC Parties”) for or relating to the payment obligations of CIC under the New Agreement; and (2) TM shall release and forever discharge the CIC Parties for or relating to the payment obligations of CIC to TM under the New Agreement.

This letter agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and sets forth the entire agreement of the parties, whether oral or written, with respect to the subject matter hereof.

If TM agrees to the terms and conditions of this letter agreement, please indicate by signing below and returning to me an originally signed letter.

Sincerely,



Patrick J. McDonald
Senior Vice President

AGREED AND ACCEPTED:

TRAVELERS MARKETING

By: _____

Name: _____

Title: _____

Exhibit 2

Commerce

INSURANCESM

The Commerce Insurance Company  a MAPFRE company

HIGHWAY ASSISTANCE

Monday-Friday 6-10 AM | 3-7 PM



Exhibit 3

