

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

JOEL S. ARIO,
Insurance Commissioner of the
Commonwealth of Pennsylvania,
in his official capacity as Liquidator
of Reliance Insurance Company,

Plaintiff,

v.

RELiance INSURANCE COMPANY,

Defendant.

No. 269 M.D. 2001

2009 NOV 24 A 10: 19

RECEIVED AND FILED
COMMONWEALTH COURT
OF PA (PHILA)

IN RE: *Commutation, Settlement Agreement and Release between
Reliance Insurance Company (In Liquidation) and
Commercial Risk Re-Insurance Company and
Commercial Risk Reinsurance Company, Ltd.*

ORDER

AND NOW, this ___ day of _____ 2009, upon consideration of the
Liquidator's Petition for Approval of the Commutation, Settlement Agreement and Release
("Settlement Agreement") between Reliance Insurance Company ("Reliance" or "Estate")
and Commercial Risk Re-Insurance Company and Commercial Risk Reinsurance

Company, Ltd. (collectively the "Reinsurer") submitted by the Liquidator of Reliance Insurance Company ("Liquidator"):

The Court ACCEPTS the Liquidator's representations that the Settlement Agreement is in the best interest of the Estate, as the Settlement Agreement allows the Liquidator to terminate and commute the Reinsurance Agreements and the Estate will receive an economic benefit amounting to \$6,449,478.28;

Further, the Court accepts the Liquidator's representations that the Settlement Agreement is a fair and reasonable settlement of the Reinsurer's obligations to the Estate under the Reinsurance Agreements, and that the payment contemplated under the Settlement Agreement constitutes fair and reasonable value to the Estate;

Accordingly, the Court accepts the Liquidator's representations and based thereon approves the Commutation, Settlement Agreement and Release attached hereto and marked as Exhibit A.

Further, counsel for the Liquidator is directed to serve a copy of this Order upon those listed on the Master Service List and file with the Court an affidavit that service has been effectuated.

BONNIE BRIGANCE LEADBETTER
President Judge

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

JOEL S. ARIO,
Insurance Commissioner of the
Commonwealth of Pennsylvania,
in his official capacity as Liquidator
of Reliance Insurance Company,

Plaintiff,

v.

RELIANCE INSURANCE COMPANY,

Defendant.

No. 269 M.D. 2001

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IN RE: *Commutation, Settlement Agreement and Release between
Reliance Insurance Company (In Liquidation) and
Commercial Risk Re-Insurance Company and
Commercial Risk Reinsurance Company, Ltd.*

**Liquidator's Petition For Approval Of
Commutation, Settlement Agreement And Release**

Petitioner Joel S. Ario, Insurance Commissioner for the Commonwealth of Pennsylvania, in his capacity as Statutory Liquidator ("Liquidator") of Reliance Insurance Company ("Reliance" or "Estate"), respectfully requests that this Court enter an Order approving the Commutation, Settlement Agreement and Release ("Settlement Agreement"), attached hereto as Exhibit A, between Reliance and Commercial Risk Re-Insurance Company and Commercial Risk Reinsurance Company, Ltd. (collectively the "Reinsurer"). In support of this Petition, the Liquidator avers the following:

1. On October 3, 2001, this Court found Reliance insolvent and appointed the Commissioner as Liquidator of Reliance pursuant to Article V of the Insurance Department Act

of 1921, 40 P.S. §221.1 et seq. (“Act”). The Act confers broad powers on the Liquidator to marshal the assets of Reliance in order to maximize the value of the insolvent insurer’s estate for eventual distribution to its policyholders and creditors.

2. The Act authorizes the Liquidator to take such actions as deemed “necessary or expedient to . . . conserve or protect [the insolvent insurer’s] assets or property[,]” including the power to “compromise” claims involving assets of the insolvent insurer in order to accomplish or aid in achieving the purposes of liquidation. See 40 P.S. §221.23(6, 9, and 23).

3. One way in which the Liquidator “compromises” claims and “conserves” assets is through commutation. A commutation is a settlement agreement reached between a reinsured and its reinsurer by which the reinsurance obligation is terminated through an agreement by the reinsurer to pay funds that are both due and not yet due under the reinsurance agreement.

4. Prior to entering into a commutation, Reliance staff takes several steps, including the following, to ensure that the commutation is fair and reasonable to the Estate and in the best interests of its policyholders, claimants and the general public:

- (a) Reliance staff develops a complete list of reinsurance agreements to be included in the commutation;
- (b) Reinsurance accounting specialists for Reliance verify balances and reconcile differences with the reinsurer;
- (c) The Reliance claims staff reviews ceded case reserves;
- (d) Actuaries for Reliance determine the projected ultimate loss, discounted and undiscounted, taking into consideration specific contract features such as

reinstatement premiums, sliding scale rates, commission adjustments and/or loss corridors¹ as well as the impact of other applicable reinsurance and off-sets;

(e) Reliance staff and the reinsurer exchange commutation proposals and discuss justifications;

(f) Reliance staff evaluate the commutation proposal based on nominal results, the discounted results, the volatility and trends of the business, disputed issues and any administrative savings; and

(g) Reliance staff and the reinsurer secure any required approvals.

5. The Liquidator also has established a Commutation Working Group which performs accounting and data reconciliations, actuarial analyses, and claims reviews and analyses. The Commutation Working Group is largely comprised of several key senior management employees each of whom has over 20 years of insurance and reinsurance experience.

6. In addition, the Liquidator has established a Commutation Committee, consisting of the Chief Liquidation Officer, the Liquidation Team Reinsurance Manager and the Chief Actuary, who, along with the Vice-President for Commutations and the Executive Vice-President for Reinsurance, review all commutation proposals. Any commutation in excess of \$1,000,000 must be approved by the Commutation Committee.

7. In addition, Reliance's independent consulting actuaries, PricewaterhouseCoopers ("PwC"), have reviewed Reliance's commutation approach both generally and with respect to

¹ A loss corridor is a mechanism contained in certain reinsurance agreements that requires the ceding insurer to be responsible for a certain amount of the ultimate net loss that is above the company's designated retention and below the designated limit, and which would otherwise be reimbursed under the reinsurance agreement. A loss corridor is usually expressed as a loss ratio percentage of the reinsurer's earned premium, or a combined ratio if the reinsurance agreement provides for a ceding commission to the company. Loss corridors are employed to mitigate the volatility of reinsurance agreements.

certain individual transactions and have concluded that the process Reliance utilizes to estimate liabilities ceded to reinsurers is reasonable for commutation purposes.

8. This commutation concerns the participation of the Reinsurer with Reliance in the 31 different facultative reinsurance agreements listed on page 12 of Exhibit "A" of the Settlement Agreement effective from 1990 through 2000 ("Reinsurance Agreements"). Facultative reinsurance agreements provide reinsurance coverage for specific insurance policies issued to an insured of the ceding company. Ninety percent of the reinsured business subject to the Settlement Agreement was Workers Compensation business which was written during the 1990 through 2000 period. The remaining 10 percent was General Liability business (9%) and a small amount of Automobile Liability business (1%) which was written during the 1995 through 1999 period.

9. As of May 30, 2009, all reported claims relevant to the Reinsurer's participations in the Reinsurance Agreements have been identified. As part of its due diligence for this Settlement Agreement, senior Reliance actuarial and claims personnel conducted a review of relevant claims under the Reinsurance Agreements in order to both verify the accuracy of the reserves and to project the timing of payments for each relevant claim. These reserves are not discounted for the time value of money.

10. Reliance actuaries then conducted an in-depth analysis to determine appropriate commutation values. In order to develop the actuarial estimates, Reliance's actuarial model used a variety of traditional and generally accepted actuarial methods. The resulting value is then discounted for the time value of money.

Settlement Agreement

11. Reliance then negotiated with the Reinsurer to commute its obligations under the Reinsurance Agreements for an agreed amount of \$6,449,478.28, which is acceptable based upon the range of values established by the Reliance actuaries, and entered into the Settlement Agreement effective August 4, 2009, subject to the approval of this Court. The Settlement Agreement settles with certainty the claims against the Reinsurer for losses under the Reinsurance Agreements identified in Exhibit "A" to the Settlement Agreement.

12. Specifically, the Settlement Agreement provides that the Reinsurer shall pay Reliance \$6,449,478.28 ("Commutation Amount") to commute its obligations under the Reinsurance Agreements no later than ten (10) calendar days following the Reinsurer's receipt of notice of execution of the Settlement Agreement, which sum Reliance has received. The Commutation Amount was negotiated with the Reinsurer, and the Liquidator has taken the necessary steps to determine, and has concluded, that the terms of the Settlement Agreement are fair and reasonable to the Estate and in the best interests of its policyholders, claimants and the general public. See 40 P.S. §§221.1(c), 221.23(9).

13. Based on the analysis of the terms of the Settlement Agreement, and the evaluation of the transaction as a whole by the Liquidator's staff and Reliance staff members familiar with the business dealings under the Reinsurance Agreements, the Liquidator has determined that payment of the Commutation Amount by the Reinsurer is a fair and reasonable commutation of the Reinsurer's obligations to Reliance under the Reinsurance Agreements. In the event the Court does not grant the approval sought in the Petition, the Settlement Agreement will become null and void and Reliance will be required to return the funds plus any interest actually earned thereon, to the Reinsurer.

14. Keith Kaplan, Executive Vice President for Reinsurance at Reliance, is responsible for all facets of ceded and assumed reinsurance at Reliance including accounting, billing, claims, commutations, coverage analysis, and dispute management. He has specific knowledge regarding the risks to the Estate of attempting to collect reinsurance through billing, negotiation or the dispute resolution process. As set forth in his Confidential Affidavit (attached as "Sealed Exhibit B"), Mr. Kaplan has identified several specific advantages to the Estate arising from the consummation of the transaction memorialized in the Settlement Agreement.

15. The Settlement Agreement will further achievement of the liquidation objectives under the Act. The commutation transaction will assist the Liquidator in marshalling and maximizing Reliance's immediately available assets while minimizing any unavoidable loss to policyholders, claimants and creditors resulting from the Reliance insolvency. See 40 P.S. §221.1(c).

(a) First, the Settlement Agreement converts future reinsurance obligations into immediate cash for the Estate. Specifically, the Estate receives a payment of \$6,449,478.28 which can be invested until it is distributed.

(b) Second, the Settlement Agreement eliminates both the internal and external administrative costs associated with continued reporting and collection efforts, including legal fees.

(c) Third, this commutation eliminates any potential future credit risk associated with collection of the reinsurance proceeds in the event that the reinsurer becomes insolvent.

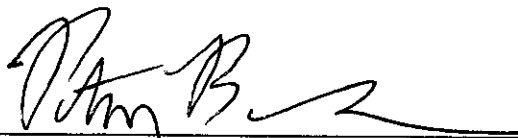
16. Under the terms of the Settlement Agreement, the Commutation will be fully consummated upon satisfaction of the following conditions:

- (a) approval of the transaction by this Court;
- (b) appropriate notice to the Reinsurer of Court approval, and
- (c) payment by the Reinsurer of \$6,449,478.28, which sum has already been paid to Reliance.

WHEREFORE, the Liquidator respectfully requests that this Court enter an Order in the form attached hereto:

- (a) Finding that the Settlement Agreement and Commutation Amount are in the best interest of the Estate;
- (b) Finding that the Settlement Agreement is a fair and reasonable settlement of the Reinsurer's obligations under the Reinsurance Agreement;
- (c) Finding the payment contemplated by the Settlement Agreement constitutes fair and reasonable value to the Estate; and
- (d) Approving the terms of the Settlement Agreement attached as Exhibit A.

Respectfully submitted,



PRESTON BUCKMAN (I.D. #57570)

Special Funds Counsel

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Capitol Associates Building

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(717) 787-6009

Attorney for Plaintiff, Joel S. Ario, Insurance
Commissioner of the Commonwealth of
Pennsylvania, in his official capacity as Liquidator
of Reliance Insurance Company

Dated: November 24, 2009

VERIFICATION

I, David S. Brietling, Chief Liquidation Officer for Reliance Insurance Company, in liquidation, am authorized by Joel S. Ario, Insurance Commissioner of the Commonwealth of Pennsylvania, pursuant to 40 P.S. §221.23, to act on his behalf in his capacity as the Statutory Liquidator of Reliance Insurance Company. I hereby verify that the facts set forth in the foregoing pleading are true and correct to the best of my knowledge, information and belief.

I understand that this Verification is made subject to the penalties of 18 P.S. §4904 relating to unsworn falsification to authorities.

Executed on November 24, 2009




DAVID S. BRIETLING

CERTIFICATE OF SERVICE

I, Marilyn K. Kincaid, hereby certify that on or about this day, pursuant to the Court's Order of December 12, 2008, service of the foregoing was made on the attached Master Service List through the transmission of a Notice of Filing and through posting of a true and correct copy in PDF file format on the Reliance Documents website at www.reliancedocuments.com.

Dated: November 24, 2009



MARILYN K. KINCAID

Master Service List

Joel S. Ario, Insurance Commissioner of the Commonwealth of Pennsylvania

v.

Reliance Insurance Company

No. 269 M.D. 2001 (Commonwealth Court of Pennsylvania)

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Exhibit A

COMMUTATION, SETTLEMENT AGREEMENT AND RELEASE

THIS COMMUTATION, SETTLEMENT AGREEMENT AND RELEASE (“Agreement”), made effective and entered into this 4th day of August, 2009, by and between Commercial Risk Re-Insurance Company, South Burlington, Vermont and Commercial Risk Reinsurance Company Ltd, Hamilton, Bermuda, (hereinafter known as the “Reinsurer”) and Joel S. Ario, Insurance Commissioner of the Commonwealth of Pennsylvania, in his capacity as Statutory Liquidator of Reliance Insurance Company (In Liquidation) (hereinafter known as the “Cedant”). David S. Brietling, Chief Liquidation Officer, is acting on behalf of Joel S. Ario, who is acting on behalf of the Cedant pursuant to the powers granted to him under Title 40, Purdon’s Statutes, Section 221.20, et seq. and other applicable statutes, regulations and laws.

RECITALS

A. The Reinsurer and the Cedant entered into contracts of reinsurance wherein the Reinsurer obligated itself to accept from the Cedant the cession of a certain percentage of liabilities with respect to risks written or assumed by the Cedant and/or agents of the Cedant, and;

B. The reinsurance agreements referred to in Recital A above are set out on Exhibit A attached hereto and are herein collectively referred to as “the Contracts”, and;

C. Pursuant to the Contracts, there are loss developments, the total amount of which are not fully known or not yet capable of determination, representing liabilities which are or may come due from the Reinsurer to the Cedant, and;

D. The parties hereto recognize and understand that, based upon current economic projections, a substantial portion of the Reinsurer’s obligations to the Cedant may become payable in the future rather than at present; that the Reinsurer’s future liabilities and obligations to the Cedant pursuant to the Contracts have been evaluated, but cannot be determined in an amount certain at this time; and that a settlement and commutation of the Reinsurer’s obligations



to the Cedant based upon present calculations of outstanding losses, including incurred but not reported losses, will eliminate the uncertainty of contingent liabilities for presently unresolved or unasserted claims, and;

E. The Reinsurer and the Cedant agree that it is in each of their best interests and in the best interests of their respective policyholders and creditors to adjust and settle their differences and to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual benefits to be received by the parties hereto and the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

Commutation of Reinsurance Agreements

1. Subject to the receipt by the Cedant of the Consideration as set out in Article 5 herein, together with any collection expenses and accrued interest due as is more particularly described in Article 13 (c) and 14 below, and in further consideration of the release contained in Article 2 herein the Cedant hereby irrevocably releases the Reinsurer, its predecessors, successors, assigns, shareholders, officers, directors, agents, sub-agents, brokers and sub-brokers from One Hundred Percent (100%) of all adjustments, obligations, liabilities, offsets, actions, causes of action, proofs of claim, suits, debts, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, conversions, costs, agreements, promises, damages, expenses, judgment claims, and demands whatsoever, whether known or unknown, suspected or unsuspected, by either or both parties, fixed or contingent, arising out of, or in connection with the Reinsurer's participations on the Contracts, whether or not any of such contracts are void or voidable. The releases contained herein are only made on behalf of Reliance Insurance Company in its own right and as successor in interest by merger to its former subsidiaries shown on the attached Exhibit C and, without limiting the generality of the forgoing, specifically do not apply to claims arising from business written by the Canadian Branch of Reliance Insurance Company, Reliance National Insurance Co. (Europe) Limited, Reliance National Asia RE PTE, Ltd. or any other

former non-domestic subsidiary that is not part of Reliance Insurance Company as a result of a merger.

Release of the Cedant

2. In consideration of the release set out in Article 1 herein, the Reinsurer hereby irrevocably releases the Cedant, its predecessors, successors, assigns, shareholders, officers, directors, receivers, liquidators, administrators, agents, sub-agents, brokers and sub-brokers from One Hundred Percent (100%) of all adjustments, obligations, liabilities, offsets, actions, causes of action, proofs of claim, suits, debts, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, conversions, costs, agreements, promises, damages, expenses, judgment claims, and demands whatsoever, whether known or unknown, suspected or unsuspected, by either or both parties, fixed or contingent, arising out of, or in connection with the participation of the Cedant on the Contracts, whether or not any of such contracts are void or voidable.

Release under Guaranty

3. Subject to receipt by the Cedant of the Consideration, SCOR, and its affiliates, shareholders, successors and assigns and its respective directors, officers, employees and agents are hereby released and forever discharged from any and all liabilities, obligations, offsets, actions, causes of actions, suits, debts, sums of money, accounts reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, damages, judgments, claims and demands whatsoever, all whether known or unknown, that Cedant, its successors and assign and their respective directors, officers, employees and agents had, have or shall have against SCOR arising out of or in connection with any Guarantee Agreement;

As used in the above paragraph, the following terms shall mean as defined:

“SCOR” shall mean SCOR, S.E. (formerly SCOR S.A.), including any current or former affiliate of SCOR, S.E. “Guarantee Agreement” shall mean any guarantee of payment provided by SCOR

and issued for the benefit of Reinsurer, but solely as they relate to the Contracts.

Warranties

4. To the best information and belief of each of the parties to this Agreement, the following express warranties apply:

a. There are no pending agreements, transactions, negotiations, regulatory actions or lawsuits in which any of the parties are involved nor are there any threatened regulatory actions or lawsuits of which any of the parties are aware that would render this Agreement or any part thereof void, avoidable, or unenforceable;

b. No party hereto has transferred, assigned, or contracted to transfer or assign to any person, corporation, company or entity any of its rights, title, benefit or obligations directly arising out of or in connection with the Contracts, including without limitation any balances, accounts, costs, claims, counterclaims or demands which are within the contemplation of this Agreement;

c. The Reinsurer has not commuted or otherwise settled with or contracted to commute or settle with any person, corporation, company or entity any of their respective rights, title, benefit or obligations directly arising out of or in connection with the Contracts, including without limitation any balances, accounts, costs, claims, counterclaims or demands which are within the contemplation of this Agreement;

Consideration

5. The Reinsurer agrees to pay the Cedant the total sum of Six Million Four Hundred Forty Nine Thousand Four Hundred Seventy Eight Dollars and Twenty Eight Cents United States Dollars (US\$6,449,478.28) ("the Consideration"). Said payment shall be made no later than ten (10) calendar days following notice to the Reinsurer by facsimile of the execution of this Agreement by the Cedant or its assignee ("the Completion Date"). Payment shall be made by Cedant fully drawing down on the following three Letters of Credit in the amounts specified:



- a) Deutsche Bank AG ("the Bank"), Ref 839BGC0600725 in the amount of \$4,783,527.44
- b) Deutsche Bank AG, Ref 839BGC0700036 in the amount of \$1,227,785.73
- c) Deutsche Bank AG, Ref 839BGC0700564 in the amount of \$438,165.11 (hereinafter collectively "the LOCs")

6. In the event the Bank fails to honor Cedant's draw within ten (10) calendar days of the Bank's receipt thereof, Reinsurer shall, no later than ten (10) calendar days following its receipt of notice from the Cedant of the Bank's dishonor, transfer the Consideration to the following account:

REDACTED

7. In the event payment of the Consideration is effected via the wire transfer procedure set forth in the preceding Article 6, Cedant shall within 10 business days of such receipt of the Consideration, issue a notice to the bank to release the LOC's to the Reinsurer.

8. The parties also agree that any claim recoveries including but not limited to



salvage and subrogation, any escrow funds with third party claim administrators and any unremitted cash with intermediaries that relate to the Contracts are the property of the Cedant.

Successors and Assigns

9. This Agreement shall inure to the benefit of and bind the Reinsurer and its successors and assigns and the Cedant and their respective successors and assigns.

Independent Investigation

10. Each of the parties acknowledges that it has entered into this Agreement in reliance upon its own independent investigation and analysis of the Contracts and its respective rights and obligations thereunder, and not on the basis of any representation made or not made by the other party hereto. Each of the parties further acknowledges that it has read this Agreement, that it has had the opportunity to discuss it with legal counsel, and that it fully understands all of the terms herein.

Confidentiality

11. The details of this Agreement are confidential. The parties agree that no disclosure of this Agreement or its contents shall be made unless

- a. as a result of formal discovery in a legal process, or;
- b. ordered by a court of competent jurisdiction, arbitration tribunal or regulatory body, or required by a law or regulation or similar enactment by a government or regulatory agency or a generally accepted accounting principle;
- c. to either party's internal or external auditors, counsel, rating agencies, and governing regulatory bodies;
- d. required by any party to collect any retrocessional claim, or;
- e. by written consent of all parties, which consent is at the sole discretion of



each party, PROVIDED THAT nothing in this Article 8 shall be taken or construed as preventing the Liquidator of the Cedant from disclosing the details of this Agreement to any creditors committee, state guaranty fund or the equivalent from time to time, or;

f. pursuant to any requests for receipt or access pursuant to any law of the Commonwealth of Pennsylvania, including the "Right to Know Law," 65 P.S. Sections 67.101-67.3104.

Finally, since a monetary award may not sufficiently compensate the party aggrieved by a non-permitted disclosure, in addition to all remedies available to the aggrieved party at law or in equity, the aggrieved party will be entitled to move for injunctive relief as ordered by any court of competent jurisdiction to enforce this confidentiality provision without any requirement of the moving party to post a bond or prove irreparable harm.

Integration and Waiver

12. This Agreement shall constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersedes any and all prior or contemporaneous understandings or agreements. No supplement, modification, waiver or termination hereof shall be binding or enforceable unless executed in writing by the parties to be bound thereby. No delay, omission or forbearance on the part of any party to this Agreement in exercising or enforcing any right, power or remedy under this Agreement shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise or enforcement of such right, power or remedy shall not preclude any other or further exercise or enforcement thereof or of any other right, power or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

Remedies

13. In the event that the Reinsurer fails to pay the Consideration to the Cedant by the



Completion Date, the Cedant shall have all rights and remedies available at law or in equity. In addition, the Cedant shall have the express right to:

a. deem the entire Agreement null and void by notice in writing to the Reinsurer per Article 16 herein and to seek recovery of all sums due or to become due under the Contracts, or;

b. bring suit on the Agreement including interest on the agreed-upon but unpaid amount as set out in Article 13(c).

c. Without prejudice to the Cedant's rights to rescind this Agreement pursuant to Article 13 (a) above, if Reinsurer does not pay all of the Consideration recited herein to the Cedant by the Completion Date, the Reinsurer shall pay interest on any unpaid sums at a rate which is equal to one percentage point (1.00%) over the Prime Rate (the base rate on corporate loans at large U.S. money center commercial banks) as published in *The Wall Street Journal*, but in no event shall said interest be calculated at less than six percent (6%) per annum.

Expenses of Collection

14. Subject to the provisions of Article 10(c) herein, if the Reinsurer fails to pay the Consideration to the Cedant by the Completion Date, Reinsurer agrees to reimburse the Cedant for all reasonable expenses including, without limitation, attorney fees which are incurred by the Cedant in the enforcement of this Agreement and collection of the consideration together with any interest accrued upon such reasonable expenses from the date of payment of such expenses at the rate set out in Article 13(c) above.

Choice of Laws

15. The performance and interpretation of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania with respect to any dispute arising under this Agreement between the Reinsurer and the Cedant;



Notices

16. All notices required under this Agreement shall be as follows:

a. Any notice or other communication under or in connection with this Agreement shall be in writing and shall be delivered personally or sent by first class post/mail (or by air mail if overseas) or by overnight courier service, to the addresses of the parties as set out in Exhibit B attached hereto or to such other person or address as any party may specify by notice in writing to the others.

b. In the absence of evidence of earlier receipt, any notice or other communication shall be deemed to have been duly served if (i) sent by first class post on the second business day after posting; (ii) sent by overnight courier on the next business day after mailing (iii) sent by air mail, six (6) days after posting, and; (iv) if delivered personally, when left during normal business hours at the address set out in Exhibit B or any alternative address specified by the receiving party.

Interpretation

17. The language of this Agreement is the result of negotiation between all parties hereto, and any ambiguities in said language shall not be presumptively construed against or in favor of any party or parties hereto.

Execution and Approval

18. Each party to this Agreement represents that it is authorized to enter into this Agreement and the transactions contemplated herein.

19. Each signatory to this Agreement represents that said signatory is authorized and empowered to execute this Agreement and the transactions contemplated herein and that any and all required corporate approval on behalf of the Reinsurer has been properly executed and that the Agreement is entered into voluntarily.



20. This Agreement may be signed and exchanged in counterpart by facsimile and this Agreement as so signed and exchanged will constitute the binding Agreement of the parties.

Mistakes of Law or Fact

21. The parties hereby agree that they will not seek to reopen or set aside this Agreement on the grounds that a party becomes aware, in the future, of a mistake of law (including any such mistake arising as a subsequent change in the law) or of a fact relating to this Agreement (or of any of the Contracts) which was a premise upon which this Agreement was entered into.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates set forth.

RELIANCE INSURANCE COMPANY (In Liquidation)

By: *David S. Brülling*
Title: Chief Liquidation Officer
Date: August 24, 2009

COMMERCIAL RISK RE-INSURANCE COMPANY

By: *[Signature]*
Title: Primo CHARLES President & CEO
Date: Aug 6 / 2009.

COMMERCIAL RISK REINSURANCE COMPANY, LTD

By:  _____

Title: Pierre CHARLES President & CEO

Date: Aug 6 / 2009

EXHIBIT A

Account Name	CS Acct No.	Eff. Date/Expiration Date	Aggregate	Bermuda %	Vermont %
Ambusure	72848	12/31/1994-12/30/1995	632,515	100%	0%
Cancer Care Alliance	73005	2/10/1999-1/1/2001	168,750	0%	100%
Chaparral Steel	73313	3/1/1998-7/15/1999	1,931,850	0%	100%
Collin Services	72882	5/1/1999-4/30/2000	1,215,595	0%	100%
CRSS Construction	72110	9/14/1998-9/13/2001	975,000	0%	100%
Farmland Industries, Inc.	72391	12/10/1997-11/01/2000	1,888,838	0%	100%
Florida Preferred	74201	9/1/1990-6/30/1998	40,000,000	80%	20%
IronWorkers Program	73364	4/1/1997-8/30/1998	7,400,000	80%	20%
Keenan School/Orange Unified	73491	3/1/2000-7/1/2000	1,535,193	80%	20%
Keystone Freight	80003	9/1/1995-9/30/1997	1,250,000	0%	100%
Keystone Freight	80003	10/1/1997-9/30/1999	1,160,000	0%	100%
MCL Construction	72886	9/10/1998-9/9/1999	402,768	0%	100%
MCL RiverEast	72143	11/13/1998-11/12/2002	3,835,731	0%	100%
National Gypsum	72176	1/1/1999-10/31/1999	1,670,000	75%	25%
O'Brien Kreitzberg	73307	1/8/1998-10/31/2000	1,837,711	0%	100%
Partners Health Care	72829	11/1/1998-12/1/2000	1,091,160	0%	100%
School Board Orange County GL	72243	8/13/1997-8/23/2000	743,582	50%	50%
School Board Orange County WC	72243	8/13/1997-8/23/2000	1,589,924	50%	50%
SEW-UP Wrap-Up	73113	7/1/1999-6/30/2002	353,878	80%	20%
ST. Lukes	72384	12/29/1998-12/28/1999	1,984,784	0%	100%
ST. Lukes	72384	12/29/1999-12/28/2000	2,026,292	100%	0%
Trizechahn	73369	5/1/1997-4/30/1998	5,000,000	80%	20%
Trizechahn	73369	5/1/1998-4/30/1999	3,472,000	80%	20%
UCSF/Stanford	72342	11/1/1997-10/31/1998	10,825,931	80%	20%
UCSF/Stanford	72342	11/1/1998-10/31/1999	9,383,406	80%	20%
UCSF/Stanford	72342	11/1/1999-4/12/2000	7,200,000	80%	20%
UJA Federation	72383	1/1/1998-12/31/1998	3,500,000	0%	100%
Vanderbilt University	72611	12/31/1998-6/30/2000	835,041	0%	100%
Vincam	73945	12/31/1996-12/30/1997	10,920,000	75%	25%
Vincam	73945	12/31/1997-12/30/1998	20,000,000	75%	25%
Vincam	73945	12/31/1998-8/31/1999	12,500,000	75%	25%

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From CUARS

EXHIBIT B

For Reliance/The Liquidator

Keith Kaplan
Reliance Insurance Company (In Liquidation)
Three Parkway
Philadelphia, PA 19102
Tel. 215-864-4250
Fax 215-864-1077

For Reinsurer:

Maxine Verne, Senior Vice President
c/o SCOR Reinsurance Company
199 Water Street, 21st Floor
New York, NY 10038
Tel. 212-884-9003
Fax: 212-480-1329

EXHIBIT C

Mergers of the former Reliance Insurance Group of companies into Reliance Insurance Company

Company	State of Domicile	Date of Merger
Reliance Insurance Company of Illinois	Illinois	January 1, 2001
Reliance National Indemnity Company	Wisconsin	February 13, 2001
United Pacific Insurance Company	Pennsylvania	February 13, 2001
Reliance Direct Insurance Company	Pennsylvania	February 13, 2001
Reliance Universal Insurance Company	California	February 13, 2001
United Pacific Insurance Company of New York	New York	February 16, 2001
Reliance National Insurance Company	Delaware	March 6, 2001
Reliance Surety Company	Delaware	March 6, 2001
Reliance Lloyds	Texas	April 6, 2001 (Dissolved)



Exhibit B

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

Joel Ario
Insurance Commissioner of the
Commonwealth of Pennsylvania,

Plaintiff,

v.

RELIANCE INSURANCE COMPANY,

Defendant.

DOCKET NO. 269 MD 2001

IN RE: Commutation, Settlement Agreement and Release between
Reliance Insurance Company (In Liquidation) and Commercial Risk Re-Insurance Company
and Commercial Risk Reinsurance Company, Ltd.

SEALED EXHIBIT B TO THE PETITION FOR APPROVAL OF
COMMUTATION, SETTLEMENT AND RELEASE AGREEMENT

THIS ENVELOPE IS SEALED AND CONTAINS INFORMATION DESIGNATED
CONFIDENTIAL IN THIS CASE. IT IS NOT TO BE OPENED OR THE CONTENTS
THEREOF TO BE DISPLAYED OR REVEALED EXCEPT BY OR UPON ORDER OF
THE COURT OR PURSUANT TO STIPULATION OF BOTH PARTIES TO THIS ACTION.