

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

IN RE :

No. 1 REL 2001

Reliance Insurance Company
In Liquidation

RECEIVED & FILED
COMMONWEALTH COURT
OF PENNSYLVANIA
15 APR 2016 10 38

RE: Application of Approval of the Sale of a Note
and Equity Interest Belonging to Reliance Development
Figueroa, Inc.

**APPLICATION OF THE MILKEN INSTITUTE TO INTERVENE
PURSUANT TO PA. R. A. P. 3775**

The Milken Institute (“Institute”) files this Application for limited intervention pursuant to Pa. R. A.P. 3775, to the Application of Approval of the Sale of a Note and Equity Interest Belonging to Reliance Development Figueroa, Inc. (“Liquidator’s Application”), and avers as follows:

1. The Institute is a non-profit organization domiciled in California.
2. The Institute is a public foundation and prominent public think tank that regularly publishes major articles on topics affecting the world, including economics, education, medicine, technology, etc. The Institute is noted for its annual Global Conference held in Beverly Hills, California, as well as other global

conferences held each year around the world. While investment is not its primary purpose, the Institute has major asset resources and regularly invests its funds.

3. The Institute is the entity identified as Bidder Two in the Liquidator's Application.

4. As set forth in the Liquidator's Application, both the Institute and Bidder One were the only remaining bidders for the note and equity interest belonging to Reliance Development Figueroa, Inc. Both the Institute and Bidder One agreed to the terms and conditions of the bidding process imposed by the Liquidator.

5. Through the bidding process, both the Institute and Bidder One were "told that final offers were to be submitted by the close of business on Friday, March 11, 2016" as a condition of the bid process. Liquidator's Application, at ¶37. On information and belief, both the Institute and Bidder One agreed to that condition. Nonetheless, only the Institute submitted its bid and the executed documents by the prescribed deadline. Liquidator's Application, at ¶¶36-38.

6. Bidder One tendered its offer electronically three days late on March 14 and submitted the executed documents 4 days late on March 15. Liquidator's Application, at ¶38.

7. The Institute was not apprised of Bidder One's later filing, nor was it given the opportunity to submit a later bid. As a result, the Institute was denied due process and a fair opportunity to compete equally with Bidder One.

8. Because the Liquidator accepted a bid that was beyond the mandatory deadline set for bids and agreed to by both the Institute and Bidder One, the bid process utilized by the Liquidator, which culminated in the Liquidator's Application, is a breach of the agreement of the parties, defective, inequitable and unfair. See Glasgow, Inc. v. Pa. Dept. of Trans., 851 A.2d 1014, 1017 (Pa. Commw. Ct. 2004) (Failure to submit required documents by bid deadline was fatal to bid and not waivable). Bids accepted after a mandatory deadline are a violation of Pennsylvania law. See Dunbar v. Downingtown Area School Dist., 901 A.2d 1120, 1126-27 (Pa. Commw. Ct. 2006).

9. The improper process employed by the Liquidator also deprives the Reliance estate of the full benefit of the bidding process originally put in place by the Liquidator, as the Institute intended and intends to enhance its bid beyond that offered by Bidder One.

10. Pennsylvania law not only encourages, but requires that competitive bidding processes be fair. "[F]airness lies at the heart of the bidding process, and all bidders must be confronted with the same requirements and be given a fair opportunity to bid in free competition with each other." Shaeffer v. City of Lancaster, 754 A.2d 719, 723 (Pa. Commw. Ct. 2000).

11. Pennsylvania law seeks to protect the fairness of the bidding process by encouraging judicial intervention when the process is unfair. "When competitive

bidding is used and the procedures followed emasculate the benefits of such bidding, we believe judicial intervention is proper.” American Totalisator Co., Inc. v. Seligman, 414 A.2d 1037, 1041 (Pa. 1980).

12. Because the Liquidator breached its agreement with the parties regarding the bidding process the bidding process competitively advantaged Bidder One, and the Institute’s due process rights have been violated. The Institute has a direct and substantial interest in the application filed by the Liquidator, and therefore has standing to intervene. The Institute should also be allowed to intervene to allow the Court to determine whether the Liquidator’s Application is an appropriate exercise of the Liquidator’s authority.

13. Under similar circumstances in a competitive bid context, this Court found that allowing the late filing of parts of a competitive bid created the “*opportunity for competitive advantage*” to the late filing bidder and ordered that a new deadline be set and that all the bidders be allowed to re-file those parts of the bid filed late. McCloskey v. Independence Cablevision Corp., 460 A.2d 1205, 1208 (Pa. Commw. Ct. 1983).

14. The Institute asserts in the attached proposed Answer and Cross-Application, which it will file if allowed to intervene, that the only appropriate way to produce the highest recovery for the Reliance estate, regardless of the obvious irregularities in the bidding process, is for the Court to either set a final bid

deadline or employ an auction process similar to that utilized by the bankruptcy courts under Section 363 of the Bankruptcy Code, 11U.S.C. §363. The Institute has already transmitted to counsel for the Liquidator that it is prepared to offer a bid of at least \$9,900,000 for the Assets.


15. The Liquidator may take the position that the Institute is merely an unsuccessful bidder that lacks standing. See, e.g., J.P. Mascaro & Sons, Inc. v. Twp. of Bristol, 505 A.2d 1071 (Pa. Commw. Ct. 1986). However, those cases rejecting standing for an unsuccessful bidder involve public bid situations where the unsuccessful bidder has legal remedies available through bid protest procedures. See, e.g., 62 Pa.C.S. § 1711.1(a).

16. Here, the Institute lacks any legal recourse to redress the violation of the terms of the bidding process that Reliance required and both the Institute and Bidder One accepted and the competitive disadvantage that it created. Accordingly, intervention is appropriate under these circumstances.

WHEREFORE, the Institute respectfully requests that it be allowed to intervene regarding the Liquidator's Application and to file the Answer and Cross-Application attached as Exhibit A to this Application.

Dated: April 15, 2016

Respectfully submitted,



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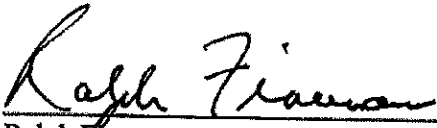


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VERIFICATION

I, Ralph Finerman, hereby state that as Treasurer and a member of the Board of Directors of the Milken Institute that I am authorized to take this verification on its behalf, and I further state that the facts contained in the forgoing *Application of the Milken Institute to Intervene Pursuant to Pa. R. A. P. 3775* are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C. S. § 4904 relating to unsworn falsification to authorities.

Dated: April 14, 2016



Ralph Finerman

EXHIBIT A

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

IN RE :

**Reliance Insurance Company
In Liquidation**

:
:
:
:
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:

No. 1 REL 2001

**ANSWER AND CROSS-APPLICATION OF INTERVENOR THE MILKEN
INSTITUTE IN OPPOSITION TO LIQUIDATOR'S APPLICATION FOR
APPROVAL OF THE SALE OF A NOTE AND EQUITY INTEREST
BELONGING TO RELIANCE DEVELOPMENT FIGUEROA, INC.**

Intervenor, The Milken Institute ("Intervenor"), by its counsel, Saul Ewing LLP, hereby answers the Liquidator's Application for Approval of the Sale of a Note and Equity Interest Belonging to Reliance Development Figueroa, Inc. ("Liquidator's Application") and files a cross-application to continue the bid process as follows:

INTRODUCTION

1. It is denied that the sales process was "fair and impartial." To the contrary as stated in this Answer and Cross-Application, the bid process created a competitive disadvantage for the Institute. It is admitted that the Liquidator received two bids, one timely from the Institute and the other from Bidder One (as

defined in the Liquidator's Application) not in accordance with the bid conditions set out by the Liquidator. To the extent that the averments of this paragraph are conclusions of law, no response is required. As to the remaining averments of fact, after reasonable investigation, Intervenor lacks knowledge or information sufficient to form a belief regarding the allegations of this paragraph and therefore they are deemed denied. The note purchase agreement and membership purchase agreement that are the subject of the Liquidator's Application are attached as Exhibits A and B, respectively, to the Liquidator's Application.

RELEVANT LIQUIDATION BACKGROUND

2. No response to this paragraph is required as the averments of this paragraph are conclusions of law.

3. No response is required as the averments of this paragraph are conclusions of law.

THE ASSETS BEING SOLD

4. Admitted in part; denied in part. It is admitted that Reliance represents that it owns all of the shares of Reliance Development Figueroa, Inc. ("RDFI"). It is further admitted that the Liquidator represents that RDFI owns a note in the amount of \$78,756,365 issued by Reliance Figueroa Associates LLC ("Associates") and a Class B membership in Associates and that she seeks to sell these assets. It is admitted that the note purchase agreement and membership

purchase agreement are attached as Exhibits A and B, respectively, to the Liquidator's Application. All other averments of this paragraph are averments of law to which no response is required.

HISTORY OF ASSOCIATES' ASSETS

5. The averments of this paragraph are conclusions of law to which no response is required.

6. After reasonable investigation, Intervenor lacks knowledge or information sufficient to form a belief regarding the allegations of this paragraph and therefore they are deemed denied. To the extent that averments of this paragraph are conclusions of law, no response is required.

7. After reasonable investigation, Intervenor lacks knowledge or information sufficient to form a belief regarding the allegations of this paragraph and therefore they are deemed denied.

8. After reasonable investigation, Intervenor lacks knowledge or information sufficient to form a belief regarding the allegations of this paragraph and therefore they are deemed denied.

9. After reasonable investigation, Intervenor lacks knowledge or information sufficient to form a belief regarding the allegations of this paragraph and therefore they are deemed denied.

10. It is admitted that the Liquidator has represented in negotiations with Intervenor that the averments contained in this paragraph are true. After reasonable investigation, Intervenor lacks knowledge or information sufficient to form a belief regarding the allegations of this paragraph and therefore they are deemed denied.

FINANCIAL HISTORY OF ASSOCIATES

11. After reasonable investigation, Intervenor lacks knowledge or information sufficient to form a belief regarding the allegations of this paragraph and therefore they are deemed denied.

12. After reasonable investigation, Intervenor lacks knowledge or information sufficient to form a belief regarding the allegations of this paragraph and therefore they are deemed denied.

13. After reasonable investigation, Intervenor lacks knowledge or information sufficient to form a belief regarding the allegations of this paragraph and therefore they are deemed denied.

14. After reasonable investigation, Intervenor lacks knowledge or information sufficient to form a belief regarding the allegations of this paragraph and therefore they are deemed denied.

HISTORY OF RDFI AND ONYX

15. After reasonable investigation Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph, and therefore they are deemed denied.

16. After reasonable investigation Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph, and therefore they are deemed denied.

CURRENT STATUS AND MARKETABILITY OF THE ASSETS

17. After reasonable investigation, Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph, and therefore they are deemed denied.

18. After reasonable investigation, Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph, and therefore they are deemed denied. To the extent that averments of this paragraph are conclusions of law, no response is required.

19. After reasonable investigation, Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph, and they are therefore deemed denied.

20. After reasonable investigation, Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph,

and they are therefore deemed denied. To the extent that averments of this paragraph paraphrase or quote the Amended and Restated Operating Agreement, the document speaks for itself.

21. After reasonable investigation, Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph, and they are therefore deemed denied.

22. After reasonable investigation, Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph, and they are therefore deemed denied.

23. After reasonable investigation, Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph, and they are therefore deemed denied.

THE SALE PROCESS

24. After reasonable investigation, Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph, and they are therefore deemed denied.

25. After reasonable investigation, Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph, and they are therefore deemed denied.

26. After reasonable investigation, Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph, and they are therefore deemed denied.

27. Admitted in part; denied in part. Intervenor did provide the Liquidator with a non-binding Indication of Interest. As to the remaining averments, after reasonable investigation, Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph, and they are therefore deemed denied.

28. Admitted that Institute was invited to and did access information from a data room. As to the remaining averments, the documents speak for themselves and no response is required.

29. Admitted in part; denied in part. It is admitted that Intervenor was concerned about the protections in the documentation and requested amendments and the value of the remaining 22 CVS properties. It is further admitted that Intervenor did request changes to the underlying documentation. As to the remaining averments, after reasonable investigation, Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph, and they are therefore deemed denied.

30. Admitted in part; denied in part. It is admitted that the Liquidator solicited bids on or about February 26, 2016 and that it submitted a bid in response.

As to the remaining averments of this paragraph, after reasonable investigation, Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph, and they are therefore deemed denied.

31. To the extent that this paragraph attempts to quote or paraphrase from correspondence, the documents speak for themselves. As to the remaining allegations, after reasonable investigation Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph, and therefore they are deemed denied.

32. After reasonable investigation, Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph, and they are therefore deemed denied.

33. It is admitted that after 5:00 pm on March 4, Intervenor sent a letter offering to purchase both Assets for \$7,850,000 or, alternatively, \$9,520,000 if certain changes were to be made to the ownership and management structure. It is also admitted that Intervenor was told that its bid was not competitive and the changes requested would not likely be made. Intervenor then submitted a higher bid in the amount of \$8,550,000 without any changes to the documentation. After reasonable investigation Intervenor is without sufficient information to form an opinion as to the truth of the remaining averments of this paragraph, and they are therefore denied.

34. After reasonable investigation Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph and therefore they are deemed denied.

35. Intervenor was informed on March 9 that the bidding would be conducted with just the two parties and bids should be made on both Assets. After reasonable investigation Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph and therefore they are deemed denied.

36. Admitted that Intervenor and Bidder One were informed that bids were to be submitted no later than 5:00 pm on March 11, 2016. As to the remaining averments, after reasonable investigation, Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph and therefore they are deemed denied.

37. Admitted.

38. After reasonable investigation Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph and they are therefore denied. After Intervenor discovered that Bidder One's bid had been accepted, its representative suggested to the Liquidator's representative that in the light of the irregularities to the bid process, another round of bids should

be taken and that Intervenor would make a higher bid. Intervenor's representative was told that the suggestion was rejected and that the Liquidator had accepted the offer of Bidder One.

39. Admitted in part; denied in part. It is admitted Bidder One did not submit its bid until March 14, 2016, and the executed documents until March 15, 2016. As to the remaining averments of this paragraph, after reasonable investigation, Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph, and they are therefore deemed denied.

THE PURCHASERS

40. After reasonable investigation Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph and therefore they are deemed denied.

TERMS OF THE AGREEMENT

41. After reasonable investigation Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph and therefore they are deemed denied.

42. After reasonable investigation Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph and therefore they are deemed denied.

43. After reasonable investigation Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph and therefore they are deemed denied. To the extent the averments of this paragraph refer to or paraphrase documents, the documents speak for themselves.

44. After reasonable investigation Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph and therefore they are deemed denied. To the extent the averments of this paragraph refer to or paraphrase documents, the documents speak for themselves.

45. After reasonable investigation Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph and therefore they are deemed denied. To the extent the averments of this paragraph refer to or paraphrase documents, the documents speak for themselves.

46. After reasonable investigation Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph and therefore they are deemed denied. To the extent the averments of this paragraph refer to or paraphrase documents, the documents speak for themselves.

47. After reasonable investigation Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph and therefore they are deemed denied. To the extent the averments of this paragraph refer to or paraphrase documents, the documents speak for themselves.

48. After reasonable investigation Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph and therefore they are deemed denied. To the extent the averments of this paragraph refer to or paraphrase documents, the documents speak for themselves.

TRANSACTION IS IN THE BEST INTERESTS OF THE ESTATE

49. It is denied that this transaction is in the best interests of the estate. To the contrary, as set out below in Intervenor's cross-application, the bidding process violates Pennsylvania law, principles of due process, fairness and equity, and will lead to a lower recovery for the estate. To the extent that the averments of the paragraph purports to paraphrase, summarize or otherwise describe the law of Pennsylvania, these are conclusions of law for which no response is required. As to the remaining averments, after reasonable investigation, Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph and therefore they are deemed denied.

50. To the extent that the averments of the paragraph purports to paraphrase, summarize or otherwise describe the law of Pennsylvania, these are conclusions of law for which no response is required. As to the remaining averments, after reasonable investigation, Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph and therefore they are deemed denied.

51. It is denied that the negotiations were at “arm’s length,” as set forth below, Bidder One was given a competitive advantage over Intervenor. To the extent that the averments of the paragraph purports to paraphrase, summarize or otherwise describe the law of Pennsylvania, these are conclusions of law for which no response is required. As to the remaining averments, after reasonable investigation Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph and therefore they are deemed denied.

52. To the extent that the averments of the paragraph purports to paraphrase, summarize or otherwise describe the law of Pennsylvania or the legal effect of documents or their provisions, these are conclusions of law for which no response is required. As to the remaining averments, after reasonable investigation, Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph and therefore they are deemed denied.

53. After reasonable investigation Intervenor is without sufficient information to form an opinion as to the truth of the averments of this paragraph and therefore they are deemed denied.

**CROSS-APPLICATION TO REQUIRE AN ADDITIONAL
ROUND OF BIDS, OR IN THE ALTERNATIVE, THE
LIQUIDATOR TO HOLD AN AUCTION SIMILAR TO THAT
EMPLOYED BY SECTION 363 OF THE BANKRUPTCY CODE**

54. Intervenor’s answers to paragraphs 1 through 53 are incorporated by reference as if fully set forth herein.

55. As set forth in the Liquidator's Application, both Intervenor and Bidder One were the only remaining bidders for the note and equity interest belonging to Reliance Development Figueroa, Inc. Both the Intervenor and Bidder One agreed to the terms and conditions of the bidding process that the Liquidator imposed.

56. The Liquidator admits that both the Intervenor and Bidder One were "told that final offers were to be submitted by the close of business on Friday, March 11, 2016" as a condition of the bid process. Liquidator's Application, at ¶37. On information and belief, both the Intervenor and Bidder One agreed to that condition. Only the Intervenor submitted its bid and the executed documents by the prescribed deadline. Liquidator's Application, at ¶¶36-38.

57. Despite the express condition that bidders submit their bids by 5:00 pm on March 11, 2016, Bidder One tendered its offer electronically three days late on March 14 and submitted the executed documents 4 days late on March 15. Liquidator's Application, at ¶38.

58. Intervenor was not apprised of this later filing or given the opportunity to submit a later bid and therefore was denied due process and a fair opportunity to compete equally with Bidder One in making the final bid.

59. Pennsylvania law not only encourages, but requires, that competitive bidding processes be fair. "[F]airness lies at the heart of the bidding process, and

all bidders must be confronted with the same requirements and be given a fair opportunity to bid in free competition with each other.” Shaeffer v. City of Lancaster, 754 A.2d 719, 723 (Pa. Commw. Ct. 2000).

60. Further, Pennsylvania law seeks to protect the fairness of the bidding process by encouraging judicial intervention when the process is unfair. “When competitive bidding is used and the procedures followed emasculate the benefits of such bidding, we believe judicial intervention is proper.” American Totalisator Co., Inc. v. Seligman, 414 A.2d 1037, 1041 (Pa. 1980).

61. Pennsylvania courts will review the bidding process to determine, among others, whether a waiver of a non-compliant bid “would adversely affect competitive bidding by placing a bidder in a position of advantage over other bidders or otherwise undermining the necessary standard of competition.” Gaeta v. Ridley School District, 788 A.2d 363, 368 (Pa. 2002).

62. By her own admission, the bid process used by the Liquidator was initially chosen and then modified to provide competitive advantage to Bidder One.

63. First, the final bid date was picked to allow time for Bidder One to negotiate and obtain execution of changes to the representations and warranties in the Note. Liquidator’s Application at ¶36.

64. When Bidder One nonetheless failed to comply with the filing deadline - an express condition of the bid - the Liquidator waived the timing deadline for Bidder One. Liquidator's Application at ¶38.

65. The Liquidator did not inform Intervenor that the deadline for providing bids had been extended, thereby providing to Bidder One a competitive advantage.

66. While the statutory liquidator has the authority and discretion to sell assets, he must do so on "terms and conditions that are fair and reasonable." 40 P.S. §221.23(9). Here, by creating a unfair competitive advantage to Bidder One, the proposed sale is not "fair and reasonable."

67. Under similar circumstances in a competitive bid context, this Court found that allowing the late filing of parts of a competitive bid created the "opportunity for competitive advantage" to the late filing bidder and ordered that a new deadline be set and the all the bidders be allowed to re-file those parts of the bid filed late. McCloskey v. Independence Cablevision Corp., 460 A.2d 1205, 1208 (Pa. Commw. Ct. 1983).

68. Intervenor respectfully submits that the only way to correct the competitive unfairness created by the Liquidator's bidding process and waiver thereof is either to reset a new bid filing date as this Court did in McCloskey, or to

provide for an auction similar to that utilized under Section 363 of the Bankruptcy Code.

69. The Supreme Court has declared that recourse to Bankruptcy law for guidance in interpreting and applying Pennsylvania insurance insolvency law is appropriate. Ario v. Ingram Micro, Inc., 965 A.2d 1194, 1203 (Pa. 2009).

Utilization of the procedure for auction employed under a Section 363 private sale of assets would be consistent with Pennsylvania law.

70. In a Section 363 auction, the parties are brought together, usually outside of the bankruptcy court and proceed to engage in round-the-clock negotiations to obtain the highest bid.

71. The improper process employed by the Liquidator not only provided an unfair and illegal competitive advantage to Bidder One, but it deprived the Reliance estate of the full benefit of the bidding process originally put in place by the Liquidator, as Intervenor intends to enhance its bid beyond that offered by Bidder One. In fact, Intervenor, through counsel, has already offered to pay \$9,900,000 for the Assets.

WHEREFORE, Intervenor respectfully requests this Court enter an order denying the Application, and grant Intervenor's request to set a new bid date, or in the alternative to hold an auction similar to that utilized in Section 363 asset sales

under the Bankruptcy Code, together with such other relief as the Court deems appropriate.

Respectfully submitted,

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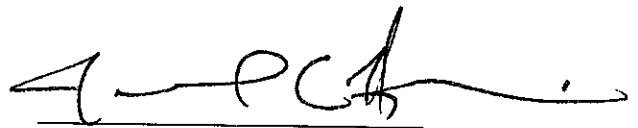
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the *Application of The Milken Institute to Intervene Pursuant to Pa. R.C.P. 3775* has been served upon the persons and in the manner indicated below:

Upon the attached Master Service List Parties by electronic mail.

Upon the attached Master Service List Non-Parties by electronic mail.

A handwritten signature in black ink, appearing to read 'JCH', with a horizontal line underneath it.

Joel C. Hopkins

Date: April 15, 2016

**Master Service List
Parties**

IN RE: Reliance Insurance Company In Liquidation
No. 1 REL 2001 (Commonwealth Court of Pennsylvania)

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IN THE COMMONWEALTH COURT OF PENNSYLVANIA

IN RE :

No. 1 REL 2001

**Reliance Insurance Company
In Liquidation**

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RE: Application of Approval of the Sale of a Note
and Equity Interest Belonging to Reliance Development
Figueroa, Inc.

ORDER

AND NOW, this ____ day of _____, 2016, upon consideration of the Application of The Milken Institute to Intervene Pursuant to Pa. R.A.P. 3775 it is hereby **ORDERED** and **DECREED** that the Application is **GRANTED**. Intervenor shall file the Answer and Cross-Application of Intervenor The Milken Institute in Opposition to Liquidator's Application for Approval of the Sale of a Note and Equity Interest Belonging to Reliance Development Figueroa, Inc. within five (5) days of this order.

Bonnie Brigance Leadbetter, Judge



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April 15, 2016

Michael F. Krimmel, Chief Clerk
Chief Clerk's Office
Commonwealth Court
Pennsylvania Judicial Center
601 Commonwealth Ave., Suite 2100
P.O. Box 69185
Harrisburg, PA 17106

RECEIVED & FILED
COMMONWEALTH COURT
OF PENNSYLVANIA
15 APR 2016 10 38

**Re: Filing of the Application of The Milken Institute
to Intervene Pursuant to Pa. R.A.P. 3775**

Dear Mr. Krimmel,

Enclosed for filing is the Application of The Milken Institute to Intervene Pursuant to Pa. R.A.P. 3775. Please time stamp the original and two copies and return them to the courier. Also, please note that on April 14, 2016, I attempted to file the enclosed Application of The Milken Institute to Intervene Pursuant to Pa. R.A.P. 3775 through the Commonwealth Court PACfile system, which was inaccessible from approximately 4:00 p.m. until my last effort at approximately 10:45 p.m. The PACfile system's help desk was also unable to provide assistance, indicating that the system had issues accepting filings in connection with the Reliance Liquidation. Thank you.

Very truly yours,

Kara P. Scarboro
Kara P. Scarboro

Enclosure