

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

IN RE:

Reliance Insurance Company
in Liquidation

No. 1 REL 2001

PRAECIPE TO SUBSTITUTE

TO THE PROTHONOTARY:

Please replace the first page of the Note Purchase Agreement (attached as *Exhibit A* to the *Application for Approval of the Sale of a Note and Equity Interest Belonging to Reliance Development Figueroa, Inc.*, filed March 31, 2016) with the attached page.

Respectfully submitted,

/s/ Karl S. Myers

Steven B. Davis

Karl S. Myers

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*Attorneys for Teresa D. Miller,
Insurance Commissioner of the
Commonwealth of Pennsylvania,
in her official capacity as*

*Statutory Liquidator of
Reliance Insurance Company
(in Liquidation)*

Date: April 27, 2016

NOTE: ALL OFFERS MUST BE SUBMITTED WITH A BLACKLINED MARK-UP OF THIS AGREEMENT. IN EVALUATING YOUR OFFER, THE SELLER WILL CONSIDER THE EXTENT AND NATURE OF YOUR PROPOSED REVISIONS. ANY PROPOSED REVISIONS MUST BE COMPLETE (I.E., THE SELLER WILL NOT CONSIDER CONCEPTUAL REVISIONS UNLESS SPECIFIC LANGUAGE IS PROVIDED).

NOTE PURCHASE AGREEMENT

THIS NOTE PURCHASE AGREEMENT (this "Agreement") is made as of *March 17*, 2016, by and between RDF Note LLC, a Delaware limited liability company (the "Buyer") and Reliance Development Figueroa, Inc. (the "Seller"), a California corporation and a wholly owned subsidiary of Reliance Insurance Company (in Liquidation). Reliance Figueroa Associates LLC, a Delaware limited liability company (the "Issuer") joins herein for the sole purpose of making the representations set forth in Article V.

WHEREAS, in 2006, the Issuer issued to the Seller a \$41,801,609 7% unsecured note, due 2030 (as such note may have been amended from time to time, the "Existing Note");

WHEREAS, pursuant to this Agreement, the Seller and the Issuer intend to amend and restate the Existing Note, as of December 31, 2015, as a \$78,756,365.00* 5.25% unsecured note, due 2029, in the form attached hereto as Exhibit A (as so amended, the "Note"); and

WHEREAS, the Buyer desires to purchase the Note from the Seller, and the Seller desires to sell the Note to the Buyer, upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I SALE AND PURCHASE OF THE NOTE

1.1 Sale and Purchase of Note. In accordance with, and subject to the terms and conditions of, this Agreement, at the Closing (as defined in Section 1.6), in exchange for payment to the Seller of the Purchase Price (as defined in Section 1.2), the Seller shall sell to the Buyer, free and clear of any liens, and the Buyer shall purchase from the Seller, the Note.

1.2 Payment of Purchase Price. As consideration for the sale of the Note, at the Closing, the Buyer shall pay the sum of nine million one hundred thousand dollars (\$9,100,000)

* If the purchase of the Note pursuant to this Agreement is not closed by March 31, 2016, then the amended Note will be restated as of March 31, 2016, with the balance due updated to include the interest accrual for January 1 to March 31, 2016.