

**THE STATE OF NEW HAMPSHIRE**

**MERRIMACK, SS.**

**SUPERIOR COURT**

**Docket No. 03-E-0112**

**In the Matter of the Liquidation of  
US International Reinsurance Company**

**LIQUIDATOR'S MOTION FOR APPROVAL OF SHARE ACQUISITION  
AGREEMENT WITH COBEX INVESTMENTS LIMITED**

NOW COMES Roger A. Sevigny, Commissioner of Insurance for the State of New Hampshire, as Liquidator ("Liquidator") of US International Reinsurance Company ("USI Re"), and moves that the Court enter an order in the form submitted herewith approving a Share Acquisition Agreement (the "Agreement") with Cobex Investments Limited ("Cobex") relating to City International Insurance Company Limited ("City"). As reasons therefor, the Liquidator states as follows:

1. City is an insurer subsidiary of USI Re domiciled in the United Kingdom and subject to regulation by the Financial Services Authority ("FSA"), the insurance regulator in the United Kingdom. Affidavit of Peter A. Bengelsdorf, Special Deputy Liquidator, in Support of Approval of Share Acquisition Agreement with Cobex Investments Limited ("Bengelsdorf Confidential Aff.") ¶ 3 (filed under seal herewith).

2. The Liquidator has been seeking to sell City as part of the Liquidator's efforts to marshal and liquidate the assets of USI Re. As noted in the Liquidator's Twenty-First Report, a letter of intent was signed on April 13, 2006 by representatives of USI Re and a potential buyer for the purchase of City. The Liquidator and Cobex have now negotiated the Agreement. A copy of the Agreement, with financial terms redacted, is attached as Exhibit A to this motion. A complete copy of the Agreement is attached to the Bengelsdorf Confidential Affidavit.

3. The Agreement provides for the sale of all of the shares of City by the Liquidator to Cobex for an agreed purchase price. Agreement cl. 2, 3. A commitment fee was paid into escrow in connection with the letter of intent, and that fee will be credited against the purchase price. The remaining balance will be paid at the completion (closing). Id. cl. 6.3. Bengelsdorf Confidential Aff. ¶ 5.

4. The Agreement is conditioned upon approval of the sale by this Court and the approval of or non-objection to the purchaser by the FSA. Id. cl. 4.1. These conditions are to be satisfied no later than midday on October 31, 2006, or the completion of the sale may be deferred or terminated. Id. cl. 4.2, 4.4. The completion is to take place on the fifth business day after the conditions are satisfied. Id. cl. 6.1. Bengelsdorf Confidential Aff. ¶ 6.

5. City is domiciled in the United Kingdom and principally insured risks in the London insurance market, and its administration and claims handling have been performed in London by United Kingdom-based third party administrators. Bengelsdorf Confidential Aff. ¶ 3.

6. In these circumstances, the Agreement provides that English law governs the Agreement, that the courts of England have exclusive jurisdiction to decide disputes arising from the Agreement, and the parties submit to the jurisdiction of those courts for that purpose. Agreement cl. 15. The other provisions of the Agreement, including warranties and representations, are set forth in the Agreement. Bengelsdorf Confidential Aff. ¶ 7.

7. The Bengelsdorf Confidential Affidavit summarizes the reasons that support the determination to enter the Agreement. Bengelsdorf Confidential Aff. ¶¶ 8-11. For the reasons set forth in the Bengelsdorf Confidential Affidavit, the Liquidator submits that the Agreement is fair and reasonable and that it is in the best interests of the policyholders and other creditors of USI Re. The Agreement will convert USI Re's equity interest in City into immediate cash and

avoid the need to await the conclusion of the City run-off before closure of the USI Re estate. It also enhances the Liquidator's ability to sell USI Re as a "clean shell" and could thereby accelerate the liquidation process for the Company. Bengelsdorf Confidential Aff. ¶ 11.

WHEREFORE, the Liquidator respectfully requests that this Court:

- A. Grant this Motion for Approval of Share Acquisition Agreement wit Cobex Investments Limited;
- B. Enter an Order in the form submitted herewith approving the Agreement; and
- C. Grant such other and further relief as justice may require.

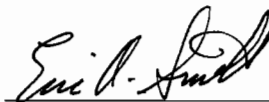
Respectfully submitted,

ROGER A. SEVIGNY, COMMISSIONER OF  
INSURANCE OF THE STATE OF NEW HAMPSHIRE,  
SOLELY AS LIQUIDATOR OF US INTERNATIONAL  
REINSURANCE COMPANY,

By his attorneys,

KELLY A. AYOTTE  
ATTORNEY GENERAL

J. Christopher Marshall  
Civil Bureau  
New Hampshire Department of Justice  
33 Capitol Street  
Concord, NH 03301-6397  
(603) 271-3650




---

J. David Leslie  
Eric A. Smith  
Rackemann, Sawyer & Brewster  
One Financial Center  
Boston, MA 02111  
(617) 542-2300

July 21, 2006

Certificate of Service

As no one other than counsel for the Liquidator has appeared in this proceeding (No. 03-E-0112), there are no persons on whom to serve this motion.



---

Eric A. Smith

**Redacted**

Dated 12 July 2006

**ROGER A. SEVIGNY, COMMISSIONER OF INSURANCE OF THE STATE OF  
NEW HAMPSHIRE AS LIQUIDATOR OF US INTERNATIONAL  
REINSURANCE COMPANY**

and

**COBEX INVESTMENTS LIMITED**

---

**SHARE ACQUISITION AGREEMENT  
relating to  
City International Insurance Company  
Limited**

---

**Barlow Lyde & Gilbert**

Beaufort House 15 St Botolph Street London EC3A 7NJ Telephone +44 [0] 20 7247 2277 Fax +44 [0] 20 7071 9000  
Website [www.blg.co.uk](http://www.blg.co.uk) DX 155 London CDE

## CONTENTS

CLAUSE	PAGE
1 INTERPRETATION .....	1
2 SALE AND PURCHASE .....	4
3 CONSIDERATION .....	4
4 CONDITIONS .....	4
5 PERIOD TO COMPLETION .....	6
6 COMPLETION .....	6
7 TERMINATION .....	8
8 WARRANTIES .....	9
9 ANNOUNCEMENTS .....	10
10 CONFIDENTIAL INFORMATION .....	11
11 COSTS .....	12
12 GENERAL .....	12
13 NOTICES .....	13
14 ASSIGNMENT AND THIRD PARTY RIGHTS .....	14
15 LAW AND JURISDICTION .....	14
<b>SCHEDULE</b>	
1 PARTICULARS OF THE COMPANY .....	15
2 PERIOD TO COMPLETION .....	16
3 SELLER'S COMPLETION OBLIGATIONS .....	19
4 WARRANTIES .....	20
5 THIRD PARTY CONTRACTS .....	23

**THIS AGREEMENT** is made on the 12 day of July, 2006

**BETWEEN:**

- (1) **ROGER A. SEVIGNY, COMMISSIONER OF INSURANCE OF THE STATE OF NEW HAMPSHIRE AS LIQUIDATOR OF US INTERNATIONAL REINSURANCE COMPANY**, 59 Maiden Lane, New York, New York 10038, USA (the "Seller"); and
- (2) **COBEX INVESTMENTS LIMITED**, a company incorporated in England and Wales with registered number 5817744 whose registered office is at Ibox House, 42-47 Minorities, London, EC3N 1HN (the "Purchaser").

**IT IS AGREED** as follows:

**1 INTERPRETATION**

**1.1 Definitions**

In this Agreement, unless otherwise provided, the following words have the following meanings:

**Accounts Date:** 31 December 2005;

**Act:** the Companies Act 1985;

**Business Day:** a day other than a Saturday or Sunday or public holiday in England and Wales;

**Claim:** any claim, action, proceedings or demand;

**Commitment Fee:** [REDACTED] which was paid into the Escrow Account on behalf of the Purchaser prior to the date of this Agreement;

**Company:** City International Insurance Company Limited, certain details of which are set out in Part 1 of Schedule 1;

**Completion:** completion of the sale and purchase of the Shares in accordance with clause 6;

**Completion Date:** the date on which Completion occurs whether on the date set out in clause 6.1 or on any other date that is determined in accordance with clause 4.2 or 6.5;

**Conditions:** the conditions set out in clause 4.1;

**Confidential Information:** all proprietary information used in or relating to the business, clients, financial or other affairs of the Company not in the public domain;

**Encumbrance:** a mortgage, charge (other than a charge listed in Schedule 1), pledge, lien, option, restriction, right of first refusal, right of pre-emption, third

party right or interest, other encumbrance or security interest of any kind or other type of preferential arrangement, (including a title transfer or retention arrangement) having similar effect;

**Escrow Account:** the designated interest bearing deposit account with Citizens Bank, N.A. in the name of the Seller's US Counsel;

**FSMA:** the Financial Services and Markets Act 2000;

**Purchase Price Balance:** [REDACTED] less an amount equal to all interest earned in the Escrow Account on the Commitment Fee;

**Purchaser's Solicitors:** Barlow Lyde & Gilbert of Beaufort House, 15 St Botolph Street, London EC3A 7NJ;

**Seller's US Counsel:** Rackemann, Sawyer & Brewster, Professional Corporation, 1 Financial Center, Boston, MA 02111;

**Shares:** all of the issued shares in the capital of the Company, being 20,000,000 ordinary shares of £1 each;

**Supervising Court:** the Superior Court for Merrimack County of the State of New Hampshire supervising the liquidation of USI Re;

**Tax:** any and all forms of tax, duty, rate, levy, charge, contribution impost withholding of any kind whenever created imposed, levied or deducted and whether of the United Kingdom or elsewhere, payable to or imposed, collected or assessed by any Tax Authority, including without limitation, income tax, corporation tax, capital gains tax, customs duties, excise duties, uniform business rate, stamp duty, stamp duty reserve tax, stamp duty land tax, capital duty, national insurance, PAYE income tax or insurance premium tax, value added tax, sales tax and any other similar contributions and any other taxes, duties, rates, levies, charges, contributions, imposts or withholdings corresponding to, similar to, replaced by or replacing any of them together with any charges, interest, penalties, costs, expenses and fines incidental or relating to any of the aforementioned and regardless of whether such taxes, duties, rates, levies charges, contributions, imposts, withholdings, interest, penalties or fines are chargeable directly or primarily against or attributable directly or primarily to the Company or any other person and of whether any amount in respect of any of them is recoverable from any other person;

**Tax Authority:** any authority, body or official (whether within or outside the United Kingdom) which imposes, assesses or collects Tax;

**USI Re:** US International Reinsurance Company In Liquidation;

**USI Re Group Company:** a parent undertaking or a subsidiary undertaking of USI Re or any other subsidiary undertaking of such parent undertaking;

**VAT:** value added tax;



**Warranties:** the representations and warranties set out in Schedule 4 and **Warranty** means any one of those representations and warranties; and

**Warranty Claim:** a Claim in respect of a breach of Warranty.

## 1.2 Construction

In this Agreement a reference to:

- 1.2.1 a “**subsidiary**” or “**holding company**” shall have the meaning given by section 736 of the Act and a reference to a “**subsidiary undertaking**” or “**parent undertaking**” shall have the meaning given by section 258 of the Act;
- 1.2.2 any statute or statutory provision includes, except where otherwise stated, the statute or statutory provision as amended, consolidated or re-enacted from time to time before the date of this Agreement and includes any subordinate legislation made under the statute or statutory provision (as so amended, consolidated or re-enacted) before the date of this Agreement;
- 1.2.3 a clause, Schedule or paragraph is (except where otherwise stated) a reference to a clause of or Schedule to this Agreement or to a paragraph of the relevant Schedule, as the case may be (the Schedules form part of this Agreement and shall be read as though they were set out in this Agreement);
- 1.2.4 a “**person**” includes any individual, firm, company, corporation, body corporate, government, supranational body, state or agency of state, joint venture, organisation, association, trust, works council or employee representative body (whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- 1.2.5 a document in the “**agreed terms**” means a document the terms of which have been agreed by the parties, identified as such and initialled by or on behalf of each party for the purposes of identification;
- 1.2.6 a document expressed to be an “**Annexure**” means a document, a copy of which has been identified as such and initialled by or on behalf of each party;
- 1.2.7 a word importing one gender shall (where appropriate) include any other gender and a word importing the singular shall (where appropriate) include the plural and vice versa;
- 1.2.8 “**including**”, “**includes**” and “**in particular**” are illustrative, none of them shall limit the sense of the words preceding them and each of them shall be deemed to incorporate the expression “**without limitation**”. “**Other**” and “**otherwise**” are also illustrative and shall not limit the sense of the words preceding them;

1.2.9 the amount of a claim against the Seller being “**Finally Determined**” means when determined by a court of competent jurisdiction from which there is no appeal or from whose judgment the Seller does not appeal within any applicable time limit; and

1.2.10 the time of day is to London time.

1.3 The index and headings in this Agreement and the descriptive notes in brackets where they appear after a clause or section number are for convenience only and shall not affect its interpretation.

1.4 A reference in Schedule 4 to the Seller’s knowledge and belief or awareness or any similar expression shall be deemed to be a reference to the actual knowledge of the Seller at the date of this Agreement PROVIDED that for such purpose the Seller shall be under no obligation to have undertaken any independent investigation of the referenced matter but shall be deemed to have actual knowledge of anything of which any of the directors of the Company and any of Jonathan Rosen, George Mitchell, Russell Bogin and John Proscio are actually aware at the date of this Agreement (such persons for such purpose having no obligation to have undertaken any independent investigation of the referenced matter) whether or not the Seller has made enquiry of any such person.

## 2 **SALE AND PURCHASE**

2.1 The Seller shall sell and the Purchaser shall purchase the Shares with effect from Completion free from any Encumbrance and together with all rights and benefits attaching to them including all dividends declared or paid in relation to them on or after the date of this Agreement.

2.2 The Seller waives and will, on or before Completion, procure the waiver of, any pre-emption rights over the Shares whether conferred by the articles of association of the Company or otherwise.

## 3 **CONSIDERATION**

The consideration for the sale and purchase of the Shares shall be the sum of [REDACTED] (the “Purchase Price”).

## 4 **CONDITIONS**

4.1 Completion is conditional upon:

4.1.1 the Supervising Court having entered a final unconditional order approving the sale of the Shares by the Seller to the Purchaser as provided for by this Agreement;

4.1.2 the Purchaser having received notice of unconditional approval by the FSA in accordance with section 184 FSMA, in respect of all persons who would acquire control of the Company on Completion and such approval not having been revoked and being in full force and effect on Completion or, in the absence of such unconditional

approval, the period during which the FSA may serve notice of objection pursuant to section 186 FSMA having elapsed without the FSA having served any such notice of objection;

4.1.3 the FSA not between the date hereof and the date set for Completion:

- (a) having withdrawn or given notice to withdraw any permission required for, or in connection with, the carrying on of the business of the Company;
- (b) having imposed or given notice that it intends to impose any restriction or requirement on, or on the business of, the Company that would in the reasonable opinion of the Purchaser be likely to have a material adverse effect on the business of the Company; or
- (c) having required additional capital or other financial resources to be contributed or provided to the Company.

4.2 The Seller shall use its best efforts to procure that the Condition set out in clause 4.1.1 is fulfilled and the Purchaser shall use its best efforts to procure that the Condition set out in clause 4.1.2 is fulfilled, in each case as soon as possible and in any event no later than:

4.2.1 midday on 31 October 2006; or

4.2.2 such later time and date as may be agreed in writing by the Seller and the Purchaser or set by the Seller or the Purchaser (as the case may be) as provided in clause 4.4.

4.3 If at any time either the Purchaser or the Seller becomes aware of any fact or circumstance that might prevent a Condition set out in clause 4.1 being fulfilled, it shall immediately inform the other.

4.4 If any of the Conditions have not been fulfilled by midday on 31 October 2006 or such later date as is agreed pursuant to clause 4.2.2 (as applicable, the "**Relevant Date**"), by notice to the other party:

4.4.1 the Seller may:

- (a) defer Completion, if either or both of the Conditions set forth in clauses 4.1.2 and 4.1.3 are not fulfilled, to a date not more than twenty Business Days after the Relevant Date (or any later date set for Completion in accordance with this clause 4.4) and the provisions of this Agreement will apply as if that other date is the date set for Completion as referred to in and pursuant to clause 6.1, PROVIDED that if Completion does not take place within such twenty Business Day period, the Seller may thereupon terminate this Agreement in accordance with clause 7; or

(b) terminate this Agreement in accordance with clause 7.

4.4.2 the Purchaser may:

(a) defer Completion, if the Condition set forth in clause 4.1.1 is not fulfilled, to a date not more than twenty Business Days after the Relevant Date (or any later date set for Completion in accordance with this clause 4.4) and the provisions of this Agreement will apply as if that other date is the date set for Completion as referred to in and pursuant to clause 6.1, PROVIDED that if Completion does not take place within such twenty Business Day period, the Purchaser may thereupon terminate this Agreement in accordance with clause 7;  
or

(b) terminate this Agreement in accordance with clause 7.

## 5 PERIOD TO COMPLETION

For the period from the date of this Agreement to Completion, the Seller shall ensure that the Company complies with the provisions of Schedule 2.

## 6 COMPLETION

6.1 Subject to clause 4.4, Completion shall take place at the offices of the Purchaser's Solicitors on the fifth Business Day (or such other date as may be agreed in writing between the parties), immediately after the latest of:

6.1.1 receipt by the Seller of notification from the Purchaser that the Conditions in clause 4.1.2 and 4.1.3 have been fulfilled;

6.1.2 fulfilment of the Condition in clause 4.1.1 (of which fact the Seller shall inform the Purchaser in writing forthwith upon the Seller becoming aware of the same); and

6.1.3 if the Purchaser has notified the Seller that the Seller is in breach of any of the Warranties as referred to in clause 8.7, the date (not being later than thirty days after receipt by the Seller of such notice) on which the Seller remedies such breach to the Purchaser's satisfaction.

6.2 On Completion the Seller shall:

6.2.1 deliver to the Purchaser evidence in a form reasonably satisfactory to the Purchaser of satisfaction of the Condition set out in clause 4.1.1 PROVIDED that an Order of the Supervising Court shall be deemed to constitute such evidence;

6.2.2 deliver to the Purchaser a bank statement for the Escrow Account as at the Completion Date (showing all interest accrued in the

Escrow Account on the Commitment Fee for the period up to and including the Completion Date);

- 6.2.3 fulfil the obligations set out in Schedule 3;
  - 6.2.4 become absolutely entitled to the Commitment Fee (together with all interest accrued thereon in the Escrow Account).
- 6.3 On Completion the Purchaser shall:
- 6.3.1 deliver to the Seller evidence in a form reasonably satisfactory to the Seller of satisfaction of the Conditions set out in clauses 4.1.2 and 4.1.3;
  - 6.3.2 pay the Purchase Price Balance by wire transfer to the Seller's US Counsel's account at: Citizens Bank, ABA/Routing/Transit: [REDACTED] Account Name: Rackemann, Sawyer & Brewster, Account Number [REDACTED], Re: U.S. International Reinsurance Company/Cargill Investments, [REDACTED] (the Seller's US Counsel being irrevocably authorised by the Seller to accept the same and whose receipt shall be an absolute discharge to the Purchaser of its obligation to pay the Purchase Price Balance to the Seller); and
  - 6.3.3 give all such instructions as the Seller's US Counsel may reasonably require in order for the Commitment Fee (together with all interest accrued thereon in the Escrow Account) to be paid from the Escrow Account to the Seller.
- 6.4 The Purchaser shall not be obliged to complete this Agreement unless:
- 6.4.1 the Seller complies with all its obligations under clause 4 and Schedule 3; and
  - 6.4.2 the purchase of all of the Shares is completed simultaneously.
- 6.5 If Completion does not take place on the date set for Completion as referred to in clause 6.1 because the terms of clause 6.4 are not complied with, the Purchaser may, without prejudice to any other remedy it may have under this Agreement, by notice to the Seller:
- 6.5.1 defer Completion to a date not more than twenty Business Days after the date set for Completion as referred to in clause 6.1 (or any later date set for Completion in accordance with this clause) and the provisions of this Agreement will apply as if that other date is the date set for Completion as referred to in clause 6.1, PROVIDED that if Completion does not take place within such twenty Business Days period the Purchaser may thereupon terminate this Agreement in accordance with clause 7; or
  - 6.5.2 complete the sale and purchase of the Shares in accordance with Schedule 3 so far as practicable; or

6.5.3 terminate this Agreement in accordance with clause 7.

6.6 If Completion does not take place on the date set for Completion as referred to in clause 6.1 because the terms of clause 6.3 are not complied with, the Seller may, without prejudice to any other remedy it may have under this Agreement, by notice to the Purchaser:

6.6.1 defer Completion to a date not more than twenty Business Days after the date set for Completion as referred to in clause 6.1 (or any later date set for Completion in accordance with this clause) and the provisions of this Agreement will apply as if that other date is the date set for Completion as referred to in clause 6.1, PROVIDED that if Completion does not take place within such twenty Business Days period the Seller may thereupon terminate this Agreement in accordance with clause 7; or

6.6.2 terminate this Agreement in accordance with clause 7.

## 7 TERMINATION

7.1 If at any time at or before Completion (i) the Purchaser exercises its right of termination in accordance with clause 4.4.2, clause 6.5 or clause 8.7 or (ii) the Seller exercises its right of termination in accordance with clause 4.4.1 or clause 6.6:

7.1.1 each party's further rights and obligations shall cease immediately on termination but termination shall not affect a party's accrued rights and obligations at the date of termination and the provisions of clauses 1 (Interpretation), 9 (Announcements), 10 (Confidential Information), 11 (Costs), 12 (General), 13 (Notices), 14 (Assignment and Third Party Rights) and 15 (Law and Jurisdiction) shall remain in full force and effect;

7.1.2 the Seller shall procure that the Purchaser is immediately repaid the Commitment Fee together with all interest accrued thereon in the Escrow Account (except in the case of termination by the Seller (i) in accordance with clause 6.6 or (ii) pursuant to clause 4.4.1 as a result of the Condition set forth in clause 4.1.2 not being satisfied with respect to all persons, except for Cargill Investments, who would acquire control of the Company on Completion, in which case the Seller shall become absolutely entitled to the Commitment Fee together with all interest accrued thereon in the Escrow Account and shall have no rights of action or remedy and irrevocably undertakes not to make or bring any Claim against the Purchaser in respect of any breach by the Purchaser of this Agreement or otherwise in connection with the failure of the Purchaser to complete the sale and purchase of the Shares, and in such event the Purchaser shall give all such instructions as the Seller's US Counsel may reasonably require in order for the Commitment Fee (together with all interest accrued thereon in the

Escrow Account) to be paid from the Escrow Account to the Seller).

- 7.2 If the Purchaser exercises its right of termination in accordance with clause 8.7, or the Seller fails to complete the sale and purchase of the Shares other than in accordance with its rights of termination under clauses 4.4.1 and 6.6, the Seller shall, subject to receipt of supporting invoices, procure that USI Re shall reimburse the Purchaser on demand for all reasonable third party fees and expenses (and any VAT thereon) incurred by the Purchaser in the negotiation, preparation, execution or termination of this Agreement and the attempted satisfaction of the Conditions PROVIDED that the maximum amount which the Seller shall be obliged to procure USI Re to pay under this clause 7.2 is [REDACTED]

## 8 WARRANTIES

### Warranties

- 8.1 The Seller, upon the execution of this Agreement, warrants and represents to the Purchaser in the terms of the Warranties and separately and additionally, immediately before Completion, the Seller shall be deemed to warrant and represent to the Purchaser in the terms of the Warranties by reference to the facts and circumstances as at Completion (for which purpose any reference (express or implied) in the Warranties and in clause 1.4 to “the date of this Agreement” shall be construed as a reference to “the Completion Date”).
- 8.2 The Seller acknowledges that the Purchaser has entered into this Agreement in reliance on each of the Warranties, each of which has been given as a representation with the intention of inducing the Purchaser to enter into this Agreement.
- 8.3 Each of the Warranties shall be construed independently and, except where this Agreement provides otherwise, shall not be limited by another Warranty or any other provision in this Agreement.
- 8.4 Subject to clause 8.11, the Warranties shall continue in full force and effect notwithstanding Completion.
- 8.5 The Seller undertakes to the Purchaser to disclose to it in writing, immediately upon it becoming aware of the same, full details of any fact or circumstance which constitutes or will or might reasonably be expected to constitute a breach of clause 8.1 or clause 5.
- 8.6 The Purchaser confirms that it is not actually aware of any matter or circumstance which it recognises would entitle it to make a Warranty Claim and that for the purpose of this confirmation it is deemed to be actually aware of such information as is contained in the files of the Company at the Companies Registry and available for inspection online on the Business Day immediately prior to the date of this Agreement.

### Purchaser's remedies

8.7 If, on or before the Completion Date, the Purchaser considers that there has been a breach of any of the Warranties, then:

8.7.1 where such breach is not capable of remedy, the Purchaser may by notice to the Seller elect either to proceed to Completion, thereby waiving any claim for damages for such breach, or terminate this Agreement in accordance with clause 7; or

8.7.2 where such breach is or may be capable of remedy, the Purchaser shall notify the Seller of that fact and if such breach has not been remedied to the Purchaser's reasonable satisfaction within 30 days of receipt of such notification the Purchaser may by notice to the Seller elect either to proceed to Completion or terminate this Agreement in accordance with clause 7.

8.8 If Completion takes place (whether or not pursuant to an election by the Purchaser under clause 8.7) and there is a Warranty Claim then the Seller shall pay to the Purchaser (who shall, for the avoidance of doubt, be under such duty as common law provides to mitigate its Losses in connection with the Warranty Claim in question) the amount necessary to put the Company into the position it would have been in if the breach of Warranty had not occurred, such amount to be as agreed in writing by the Seller and the Purchaser (the Seller and the Purchaser each being obliged to act in good faith in seeking to come to such an agreement) or as Finally Determined.

#### **Limitations on Warranty Claims**

8.9 The Seller shall not be liable for any Warranty Claim unless the aggregate amount of all Warranty Claims exceeds [REDACTED] but if that amount is exceeded the Seller shall, subject to clause 8.10, be liable for the entire amount of all Warranty Claims and not only the amount by which the limit in this clause 8.9 is exceeded.

8.10 The liability of the Seller for all Warranty Claims when taken together shall not exceed [REDACTED]

8.11 The Seller shall not be liable for a Warranty Claim unless the Purchaser has given the Seller notice in writing of the Warranty Claim, summarising the nature of the Claim as far as it is known to the Purchaser, on or before 31 December 2007.

#### **9 ANNOUNCEMENTS**

9.1 No announcement, communication or circular concerning the transactions referred to in this Agreement shall be made by or on behalf of the Seller or the Purchaser unless it has first obtained the written consent of the other party (which shall not to be unreasonably withheld or delayed).

9.2 Clause 9.1 does not apply to an announcement, communication or circular:



9.2.1 made or sent by the Purchaser to an employee, customer or supplier of the Company informing them of the sale and purchase of the Shares; or

9.2.2 required by law, existing contractual obligations or by a governmental or other authority with relevant powers to which either party is subject or submits (whether or not the requirement has the force of law), provided that the announcement, communication or circular shall so far as practicable be made only after consultation with the other party and after taking into account the reasonable requirements of the other party as to timing, content and manner of despatch/notice to the other party; or

9.2.3 to the Supervising Court.

## 10 **CONFIDENTIAL INFORMATION**

10.1 As to the Seller and the Purchaser before Completion and as to the Seller only after Completion (with references in clause 10.2 to “the Relevant Party” being construed accordingly) each of the parties agrees that it shall:

10.1.1 not use or disclose to any person Confidential Information it has or acquires; and

10.1.2 use all reasonable endeavours to prevent the use or disclosure of Confidential Information by any person.

10.2 Clause 10.1 shall not apply to:

10.2.1 disclosure of Confidential Information to a director, other officer or employee of the Purchaser or of the Company or of any third-party service provider identified on Schedule 5, whose function requires him to have the Confidential Information;

10.2.2 the use or disclosure of Confidential Information required to be used or disclosed by law or any regulatory or governmental authority with relevant powers to which the Relevant Party is subject or submits (whether or not such requirement has the force of law);

10.2.3 disclosure of Confidential Information to an adviser for the purpose of advising the Relevant Party but only on terms that clause 10.1 applies to the use or disclosure by the adviser; or

10.2.4 Confidential Information which becomes publicly known or otherwise is obtained by a third party without the Relevant Party's breach of clause 10.1.

10.3 All proprietary records, papers and documents in the possession, custody or control of the Seller relating to the business or affairs of the Company shall be deemed to be the property of the Company and all such items shall be

delivered to the Purchaser or as the Purchaser reasonably may direct at Completion.

- 10.4 In the event that Completion does not occur, all Confidential Information disclosed to the Purchaser and its directors, officers, employees and other representatives shall not be disclosed to any third party for any purposes whatsoever. The Purchaser's obligations of non-disclosure in this clause 10.4 shall survive the termination of this Agreement, and upon termination the Purchaser shall immediately return all Confidential Information (and copies thereof) to the Company or destroy the same if so directed by the Seller.

11 **COSTS**

Subject to the provisions of clause 7 (Termination), each party shall pay its own costs relating to the negotiation, preparation, execution and performance by it of this Agreement and of each document referred to in it and the Seller covenants that none of such costs have been nor will be borne by the Company.

12 **GENERAL**

- 12.1 This Agreement constitutes the entire and only agreement and understanding between the parties and supersedes any previous agreements or understandings between them relating to the subject matter of this Agreement.
- 12.2 The Purchaser acknowledges that in entering into this Agreement it has not relied on, and that it has not been induced to enter into this Agreement by, any statement, representation or warranty of or by the Seller, or of or by any person on the Seller's behalf, which is not set out in this Agreement, and no representation, warranty or undertaking shall be implied in addition to those set out in this Agreement.
- 12.3 The Purchaser agrees that it shall have no right of action or remedy against the Seller arising out of or in connection with any statement, representation or warranty of or by the Seller, or of or by any person on the Seller's behalf, which is not set out in this Agreement.
- 12.4 Nothing in clauses 12.1, 12.2 or 12.3 shall operate to limit or exclude any liability for fraud.
- 12.5 No variation of this Agreement will be effective unless in writing, signed by or on behalf of the parties and expressed to be such a variation and no waiver of a breach of any terms of this Agreement or of a default under this Agreement will be effective unless in writing, signed by or on behalf of the parties and expressed to be such a waiver.
- 12.6 The Purchaser's rights and remedies in respect of the subject matter of this Agreement are limited to those specified in this Agreement.
- 12.7 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law shall not impair or constitute a waiver of the right or remedy or operate as an impairment or a waiver of other rights or remedies.

- 12.8 No single or partial exercise of a right or remedy provided by this Agreement or by law shall preclude any further exercise of the right or remedy or the exercise of any other right or remedy.
- 12.9 This Agreement may be executed in any number of counterparts, which together shall constitute one agreement. Execution by each of the parties of any one of such counterparts shall constitute due execution of this Agreement. Faxed copies of the signature pages of such executed counterparts such be evidence of due execution of this Agreement.
- 12.10 The Parties shall cooperate with one another and do all such things as are reasonably necessary to give effect to the transactions contained or referred to in this Agreement and the Seller shall execute at its cost such further deeds and documents, in forms satisfactory to the Purchaser, as may be necessary to give effect to the transfer to the Purchaser of title to the Shares free from any Encumbrance.
- 12.11 Except to the extent that they have been performed and except where otherwise stated the provisions of this Agreement shall remain in full force and effect after Completion.
- 12.12 All sums payable under clauses 7 and 8 of this Agreement shall be paid gross, free and clear of any rights of counterclaim or set-off and without any deduction or withholding unless the deduction or withholding is required by law in which event the payer shall pay such additional amount as shall be required to ensure that the net amount received and retained (free of any liability) by the payee (after taking into account any relief or credit against Tax which the recipient obtains as a result of such withholding or deduction) will equal the full amount which would have been received by it had no such deduction, withholding been required.

### 13 NOTICES

- 13.1 Any notice or other communication given under this Agreement shall be in writing and shall be served by delivering it personally or sending it by fax or express courier to the address and for the attention of the relevant party set out in clause 13.3. Any alteration to such details shall be notified to the other parties in accordance with this clause but shall not take effect until five days after the notice of the alteration has been given.
- 13.2 Unless there is evidence of earlier delivery, a notice or other communication shall be deemed given:
- 13.2.1 if delivered personally (or by express courier), when left at the address referred to in clause 13.1;
- 13.2.2 if sent by fax, when confirmation of its transmission has been recorded by the sender's fax machine.
- 13.3 The addresses and fax numbers of the parties for the purposes of clause 13.1 are:

**The Seller:**

Jonathan Rosen, Chief Operating Officer  
The Home Insurance Company, in Liquidation  
59 Maiden Lane  
New York, New York 10038  
(212) 530-7336  
(212) 530-6997 (Fax)

**The Purchaser:**

Richard Morgan  
Cobex Investments Limited  
Ibex House  
42-47 Minorities  
London, EC3N 1HN  
020 7680 0101  
020 7680 0202 (Fax)

**14 ASSIGNMENT AND THIRD PARTY RIGHTS**

- 14.1 Each of the Purchaser and the Seller shall not, without the prior written consent of the other party (which it may in its absolute discretion refuse, except in the case of an assignment or transfer of rights and obligations by the Seller to a USI Re liquidating trust approved by the Supervising Court for which the prior written consent of the Purchaser shall be required but the Purchaser shall not unreasonably withhold or delay such consent), assign, transfer, charge or deal in any other manner with this Agreement or any rights under it or purport to do any of the same, nor sub-contract any or all of its obligations under this Agreement or declare any trust in respect of this Agreement or any of its obligations under it in favour of a third party.
- 14.2 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

**15 LAW AND JURISDICTION**

- 15.1 This Agreement is governed by English law.
- 15.2 The courts of England shall have exclusive jurisdiction to hear or decide any Claim and to settle any disputes arising out of or in connection with this Agreement and for these purposes each party irrevocably submits to the jurisdiction of the English courts
- 15.3 Process by which any proceedings are begun in England may be served on a party by being delivered in accordance with clause 13 but nothing in clause 13 affects the right to serve process in any other manner permitted by law.

**AS WITNESS** this Agreement has been signed by or on behalf of the parties the day and year first before written

## SCHEDULE 1

### PARTICULARS OF THE COMPANY

Name	:	City International Insurance Company Limited
Date of incorporation	:	16 January 1979
Registered office	:	c/o Claims Management Group Limited Ibex House 42-47 Minories London, EC3N 1HN
Authorised capital	:	25,000,000 ordinary shares of £1 each
Issued and fully paid up capital	:	20,000,000 ordinary shares of £1 each
Directors	:	Timothy Michael Cox, Arthur David Wilson
Secretary	:	Richard Trevor Antony Morgan
Accounting reference date	:	31 December
Auditors	:	KPMG Audit plc
Tax residence	:	United Kingdom
Charges	:	Charge document by way of a power of attorney created on 21/01/84 in favour of Chase Manhattan Bank (National Association)  Security Agreement created on 26/07/88 in favour of Citibank, N.A.  Reinsurance Deposit Agreement created on 06/11/89 in favour of Citibank, N.A.  Security Agreement created on 06/11/89 in favour of Citibank N.A.  Deposit Charge created on 28/01/94 in favour of Barclays Bank plc.

## SCHEDULE 2

### PERIOD TO COMPLETION

- 1 The Seller, between the date of this Agreement and Completion, shall procure that the business of the Company is carried on in its present manner and that no transaction other than in the routine course of business is entered into without the prior written consent of the Purchaser. In particular, the Seller shall procure that the Company shall not without the prior written consent of the Purchaser do or agree to do any of the following:
- 1.1 create, allot or issue, acquire, repay or redeem any shares or loan capital or grant any option over any shares or uncalled capital or issue any securities convertible into shares or agree, arrange or undertake to do any of those things or acquire or agree to acquire an interest in an undertaking (as defined in section 259 of the Act);
  - 1.2 by its shareholders pass any resolution;
  - 1.3 make any payment or deemed payment of any dividend or other distribution;
  - 1.4 make any changes in the nature or organisation of its business;
  - 1.5 acquire or dispose of or agree to acquire or dispose of any assets (or any interest in assets) except in the usual course of trading or of the whole or any part of its undertaking or incur a liability, obligation or expense (actual or contingent) except in the usual course of trading and for these purposes where the consideration actually received (or due to be received) for such disposal or realisation is less than the consideration deemed to have been received for capital tax purposes such disposal or realisation shall not be treated to be in the usual course of trading;
  - 1.6 enter into a long-term, onerous or unusual agreement, arrangement or obligation not terminable upon 30 days or less notice;
  - 1.7 amend or terminate a material agreement, arrangement or obligation to which it is a party;
  - 1.8 amend or agree to amend the terms of engagement of a director or other officer or provide or agree to provide a gratuitous payment or benefit to a director, or other officer (or any of their dependants) or employ or engage any person;
  - 1.9 make or agree to make any payment to the Seller or any other person for the services of any director or other officer of the Company or services supplied to the Company by any director, officer or employee of USI Re or any USI Re Group Company;

- 1.10 create, incur or agree to create or incur borrowing or indebtedness in the nature of borrowing in excess of £25,000;
- 1.11 create or agree to create any Encumbrance over or affecting any of its assets or undertaking or redeem or agree to redeem any Encumbrance over any of its assets or undertaking;
- 1.12 make or agree to make any capital expenditure;
- 1.13 give or agree to give a guarantee, indemnity or other agreement to secure or incur financial or other obligations with respect to another person's obligation;
- 1.14 conduct its business except in all material respects in accordance with all applicable legal and administrative requirements in any jurisdiction;
- 1.15 start litigation or arbitration proceedings or compromise, settle, release, discharge or compound litigation or arbitration proceedings or a liability or Claim or waive a right in relation to litigation or arbitration proceedings;
- 1.16 enter into an agreement, arrangement or obligation (legally enforceable or not) in which the Seller, a director or former director of the Company or a person connected with any of them, is interested;
- 1.17 agree to surrender by way of group relief losses or other amounts eligible for surrender or claim group relief; or
- 1.18 agree to become a member of a VAT group, or, if already the representative member of a VAT group, permit any other company to become a member of that VAT group;
- 1.19 resolve to change its name or to alter its Memorandum or Articles of Association;
- 1.20 reduce its share capital;
- 1.21 resolve to be voluntarily wound up;
- 1.22 enter into any agreement, transaction or commitment or incur any liability for which the approval of USI Re or any USI Re Group Company is required;
- 1.23 appoint new auditors;
- 1.24 depart from its current accounting practices or policies;
- 1.25 fail to keep proper accounting records;

- 1.26 acquire or agree to acquire any share, security or other interest in any company, partnership or other venture;
- 1.27 commute any policy of insurance or reinsurance issued by the Company;
- 1.28 commute any outwards contract of reinsurance or retrocession in relation to policies of insurance or reinsurance issued by the Company;
- 1.29 make or enter into any agreement to make any ex-gratia or extra-contractual payment;
- 1.30 enter into or agree to enter into any contract of outward reinsurance;
- 1.31 delegate or agree to delegate any function or service [(other than in relation to legal, pension or tax advice or loss-adjusting in respect of claims)] to any third party except pursuant to arrangements with third party contractors existing at the date of this Agreement;
- 1.32 knowingly fail to maintain the confidentiality of any Confidential Information;
- 1.33 cease to trade or make any change to the nature or conduct of the trade of the Company;
- 1.34 fail to deduct, withhold or account for any Tax due to a Tax Authority.

2 In addition, the Seller shall procure that the Company's outsourced services providers Pro Insurance Solutions Limited, Claims Management Group Limited and Deutsche Investment Management Americas, Inc. shall give to the Purchaser and its authorised representatives reasonable access to their premises and to all the books and records which they maintain for or in respect of the Company and procure that all reasonable requests to such providers by the Purchaser or its authorised representatives for information with respect to the business and affairs of the Company are promptly complied with.



### SCHEDULE 3

#### SELLER'S COMPLETION OBLIGATIONS

- 1 At Completion the Seller shall deliver to the Purchaser:
  - 1.1 evidence in a form reasonably satisfactory to the Purchaser of satisfaction of the Condition set out in clause 4.1.1;
  - 1.2 duly executed transfers of the Shares by the registered holders in favour of the Purchaser or its nominee(s) and the share certificates for the Shares;
  - 1.3 any waiver, consent or other document necessary to give the Purchaser or its nominee full legal and beneficial ownership of the Shares;
  - 1.4 powers of attorney in the agreed form in respect of the rights attaching to the Shares;
  - 1.5 the common seal (if any), statutory books and other record books of the Company written up to Completion and each certificate of incorporation and certificate of incorporation on change of name for the Company;
  - 1.6 bank statements for each bank account of the Company at a date not more than three Business Days prior to the Completion Date with reconciliations to the Business Day preceding the Completion Date on all such bank accounts and all current cheque books and a copy of each bank mandate for such accounts;
  - 1.7 a resignation letter in the agreed terms from Arthur Wilson as a director of the Company;
  - 1.8 evidence reasonably satisfactory to the Purchaser that:
    - 1.8.1 all sums owed by the Company to the Seller, USI Re or any USI Re Group Company or by the Seller, USI Re or any USI Re Group Company to the Company have been paid;
    - 1.8.2 any guarantees granted or security or indemnities given by the Company in respect of obligations of the Seller, USI Re or any USI Re Group Company have been released or discharged;
  - 1.9 any items required to be delivered to the Purchaser under clause 10.3.

## SCHEDULE 4

### WARRANTIES

- 1 The Company is presently in good standing in the jurisdiction in which it is licensed.
- 2 USI Re is the sole legal and beneficial owner of the Shares and the Shares comprise the whole of the Company's allotted and issued share capital and are fully paid or credited as fully paid.
- 3 There is no Encumbrance, and there is no agreement, arrangement or obligation to create or give an Encumbrance, in relation to any of the Shares.
- 4 Other than this Agreement, there is no agreement, arrangement or obligation requiring the creation, allotment, issue, transfer, redemption or repayment of, or the grant to any person of the right (conditional or not) to require the allotment, issue, transfer, redemption or repayment of, a share in the capital of the Company (including, without limitation, an option or right of pre-emption or conversion).
- 5 The Company is and has at all times been resident only in the United Kingdom for all Tax purposes and is not liable to pay Tax chargeable under the laws of any jurisdiction other than the United Kingdom.
- 6 The Company has paid all Tax which it has become liable to pay. So far as Seller is aware, the Company has within applicable time limits made all returns, provided all information and maintained all records in relation to Tax as it is required to make, provide or maintain and has fully complied on a timely basis with all notices served on it and any other requirements, including Tax deductions and withholdings, lawfully made of it by any Tax Authority.
- 7 The Company has filed or otherwise provided all annual and quarterly returns required to be filed with the FSA during the course of the last two years and no material issues have been raised by any regulatory authority in connection therewith or otherwise which have remained unanswered.
- 8 The Company is not a party to and is not liable under a long term, onerous or unusual agreement that has not been entered into in the usual course of its business.
- 9 The Company has no outstanding loan capital, borrowings or indebtednesses in the nature of borrowings.
- 10 The Company has no employees and owes no amount to a present or former director, officer or employee of the Company (or his dependant) other than for accrued remuneration or reimbursement of business expense. There is not in operation, and no proposal has been announced to enter into or establish, any agreement, arrangement, custom or practice for the payment of, or payment or contribution towards, a pension, allowance, lump sum or other similar benefit

on retirement, death, termination of office or employment (whether voluntary or not) of the Company's past or present directors, officers and employees.

- 11 To the best of Seller's knowledge and belief, except as may appear in the records of the Company maintained by its agents PRO Insurance Solutions Limited ("PRO") and/or Claims Management Group Limited ("CMGL"), to which Purchaser acknowledges having been granted access, no counterparty with whom the Company has entered into any agreement or arrangement, which is material to the business of the Company, is in default to any material extent under such agreement or arrangement.
- 12 To the best of Seller's knowledge and belief, apart from those proceedings reflected in the records of the Company maintained by PRO and/or CMGL, to which Purchaser acknowledges having been granted access, the Company is not a claimant or defendant in any litigation, arbitration, prosecution or tribunal proceedings which are in progress.
- 13 To the best of Seller's knowledge and belief, apart from those threatened proceedings reflected in the records of the Company maintained by PRO and/or CMGL, to which Purchaser acknowledges having been granted access, no litigation, arbitration, prosecution or tribunal proceedings have been threatened in writing by or against the Company or any of its assets.
- 14 To the best of Seller's knowledge and belief, except as may appear in the records of the Company maintained by PRO and/or CMGL, to which Purchaser acknowledges having been granted access, the Company is not in default to any material extent under any agreement to which it is a party and which is material to the business of the Company.
- 15 To the best of Seller's knowledge and belief, the corporate resolutions of the Board of Directors and Shareholder's meetings as recorded in the relevant minutes and share register of the Company are true, correct and complete in all material respects.
- 16 No order has been made and, so far as the Seller is aware, (a) no petition has been presented or resolution passed for the winding up of the Company or for the appointment of a provisional liquidator to the Company; (b) no receiver has been appointed of the whole or part of the Company's business or assets; and (c) no voluntary arrangement or compromise has been proposed, agreed to or sanctioned under the Insolvency Act 1986 in respect of the Company.
- 17 True and complete copies of the unqualified financial statements of the Company as at December 31, 2005 and the unqualified audited FSA Annual Insurance Return as at December 31, 2005, together with related minutes of the meeting of the Board of directors of the Company having approved such financial statements, are annexed to this Agreement as Annexures 1, 2, and 3 respectively. To the best of Seller's knowledge and belief the Company provided its auditors with all material information known to the Company for purposes of preparation by such auditors of the Company's audited financial statements as of December 31, 2005.

- 18 To the best of Seller's knowledge and belief, since December 31, 2005:
- 18.1 the business of the Company has been carried on in the consistent, ordinary and usual course and to the best of Seller's knowledge and belief there has been no material adverse change in the financial position of the Company; and
  - 18.2 no dividend, other payment (or incurrence of future obligations to USI Re or its related parties) or distribution (within the meaning of Section 209, 210 or 418 of the Income and Corporation Taxes Act 1988) has been declared, paid or made by the Company.
- 19 To the best of Seller's knowledge and belief, there is not outstanding any agreement or arrangement to which the Company is a party which is material to the business of the Company and:
- 19.1 which is known to Seller and which is not reflected in the books and records of the Company maintained by PRO and/or CMGL, to which Purchaser acknowledges having been granted access;
  - 19.2 which, by virtue of the acquisition of the Shares by Purchaser or other performance of the terms of this Agreement, will result in:
    - 19.2.1 any other party being relieved of any obligation or becoming entitled to exercise any right (including the right of termination) other than in the ordinary course of the Company's business; or
    - 19.2.2 the Company being in default under any such agreement or arrangement or losing any benefit, right or license which it currently enjoys or in a liability or obligation of the Company being created or increased.
- 20 All agreements in force on the date of this Agreement between the Company and third party service providers are listed in Schedule 5 and true and complete copies of such agreements have been provided by the Seller's US Counsel to the Purchaser's Solicitors.

## SCHEDULE 5

### THIRD PARTY CONTRACTS

- 1 Portfolio Administration and Management Agreement between City International Insurance Company Limited and Claims Management Group Limited dated 3 September 2001.
- 2 English & American Participants' Agreement entered into between 26 July 1993 and 3 August 1993 and made between the Participating Companies (as listed in the signing schedule to the agreement) and Anthony James McMahon and Roger Smith (the Provisional Liquidators of EAIC).
- 3 E&A Pools Runoff Management Agreement between the Pool Members (as listed in the signing schedule to the agreement) and Participant Run-off Limited (undated, showing the agreement was to be entered into in 1993, and unsigned).
- 4 Supplemental Agreement to English & American Participants' Agreement entered into between 3 August 1994 and 11 October 1994 and made between the Participating Companies (as listed in the schedule 1 to the agreement) and Anthony James McMahon and Roger Smith and Participant Run-Off Limited.
- 5 Addendum supplemental to The E&A Pools Run-off Management Agreement dated 31 December 2005 between the Participating Companies and Participant Run-Off Limited.
- 6 Second Supplemental Agreement to English & American Participants' Agreement between the Participating Companies and Anthony James McMahon and Roger Smith and Participant Run-Off Limited (unsigned and undated).
- 7 Limitation Agreement between Polygon Insurance Company (UK) Limited, EAUA Pool Participants (as listed in schedule 1 to the agreement), Pentagram Holdings Limited and Pro Insurance Solutions Limited (undated and signed by some but not all of the parties).
- 8 City International Participation in the English & American Pools Fee Arrangements between Pro Insurance Solutions and City International Insurance Company Limited in respect of 2002, 2003 and 2004.
- 9 Unsigned 25 November 2005 Run-off Administration and Management Agreement with PRO, related e-mail correspondence between George Mitchell and PRO concerning 2006 fees.
- 10 The Bank of New York Custody Agreement number 069301 (with acceptance of Custody Terms and Conditions and accompanying schedules executed by Raymond T Eppinger on 8 November 1996).

- 11 Investment Management Agreement dated 1 April 1996 between City International Insurance Company Limited and Zurich Investment Management, Inc. (now Deutsche Investment Management Americas, Inc.)

SIGNED by Peter A. Bengelsdorf )  
Special Deputy Liquidator )  
on behalf )  
of US INTERNATIONAL )  
REINSURANCE COMPANY )

*Peter A Bengelsdorf*

SIGNED by *Len Jewett* )  
for and on behalf of )  
COBEX INVESTMENTS LIMITED )

*Len Jewett*