

048



**RECEIVED**  
Corporate & Financial Regulation

JUN 24 2013

**Pennsylvania  
Insurance Department**

**James R. Potts**  
Direct Phone 215-665-2748  
Direct Fax 215-701-2102  
jpotts@cozen.com

June 21, 2013

**VIA UPS NEXT DAY AIR**

Mr. Robert E. Brackbill  
Chief, Company Licensing Division  
Commonwealth of Pennsylvania  
Insurance Department  
Office of Regulation of Companies  
1345 Strawberry Square  
Harrisburg, PA 17120

Re: Change of Control of Domestic Insurers OneBeacon Insurance Company and Potomac Insurance Company

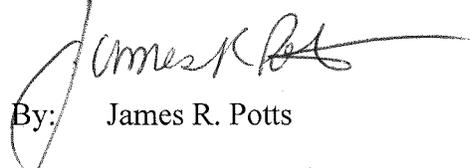
Dear Mr. Brackbill:

On February 7, 2013, we filed with the Pennsylvania Insurance Department a Form A Statement Regarding the Acquisition of Control of a Domestic Insurer in connection with the proposed acquisition of control by Armour Group Holdings Limited, through its subsidiary, Trebuchet US Holdings, Inc. (the "Applicant") of OneBeacon Insurance Company and Potomac Insurance Company. Under separate cover, we filed certain exhibits and other information which the Applicant designated as confidential.

After undertaking a further review of our designations, we have concluded that it would be appropriate to remove the confidential designation from certain documents. We are enclosing certain of the original exhibits which, at the time of filing, were designated as confidential and can now be treated as public. We are satisfied, after this review, that all of the remaining exhibits have been and continue to be properly deemed confidential as filed.

Sincerely,

COZEN O'CONNOR

  
By: James R. Potts

01

Mr. Robert E. Brackbill

June 21, 2013

Page 2

---

cc: Maureen A. Phillips  
Constance B. Foster  
Steven B. Davis  
Stuart Wrenn  
Brad Huntington (w/o enclosures)  
John Williams (w/o enclosures)

Without in any way limiting any of the rights and remedies otherwise available to any Releasee, each Releasee, jointly and severally, shall indemnify and hold harmless each Releasee

Releasee, based upon any matter purported to be released hereby. commencing, instituting or causing to be commenced, any proceeding of any kind against any Releasee Group to refrain from, directly or indirectly, asserting any claim or demand, or

Each Releasee hereby irrevocably covenants to refrain (and to cause each member of the Releasee Group to refrain) from, directly or indirectly, asserting any claim or demand, or commencing, instituting or causing to be commenced, any proceeding of any kind against any Releasee, based upon any matter purported to be released hereby. Without in any way limiting any of the rights and remedies otherwise available to any Releasee, each Releasee, jointly and severally, shall indemnify and hold harmless each Releasee

Each Releasee, for itself and on behalf of its Affiliates (other than the Acquired Companies), and its and their respective successors and assigns (collectively, the "Releasee Group") hereby releases and forever discharges each Acquired Company (each, a "Releasee" and collectively, the "Releasees") from any and all claims, demands, proceedings, causes of action, orders, obligations, contracts, agreements, debts and liabilities whatsoever, whether known or unknown, suspected or unsuspected, both at law and in equity, which any member of the Releasee Group now has, has ever had or may hereafter have against the respective Releasees arising contemporaneously with or prior to the Closing Date or on account of or arising out of any matter, cause or event occurring contemporaneously with or prior to the Closing Date, including, but not limited to any rights to indemnification or reimbursement from any Acquired Company pursuant to contract or otherwise and whether or not relating to claims pending on, or asserted after, the Closing Date; provided, however, that nothing contained herein shall operate to release any obligations of any Releasees arising under the Agreement or any Ancillary Agreement or any rights of any current or former director or officer of any Acquired Company to indemnification or reimbursement from any Acquired Company, whether pursuant to their respective articles of incorporation, bylaws, limited liability company agreement, or other Organizational Documents.

Each Releasee, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, in order to induce Purchaser to purchase the Purchased Shares pursuant to the Agreement, hereby agrees as follows: Each Releasee, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, in order to induce Purchaser to purchase the Purchased Shares pursuant to the Agreement, hereby agrees as follows: Each Releasee acknowledges that execution and delivery of this Release is a condition to Purchaser's obligation to purchase the Purchased Shares owned by Seller pursuant to the Agreement and that Purchaser is relying on this Release in consummating such purchase.

This Release (this "Release") is being executed and delivered by OneBeacon Insurance Group, Ltd., an exempt limited liability company organized under the laws of Bermuda, and OneBeacon Insurance Group LLC, a limited liability company organized under the laws of the State of Delaware (each, a "Releasee" and collectively, the "Releasees"), in accordance with that certain Stock Purchase Agreement, dated as of October [ ], 2012 (the "Agreement"), by and among Releasees, Trebuchet US Holdings, Inc. (the "Purchaser") and Armour Group Holdings Limited. Capitalized terms used in this Release without definition have the respective meanings given to them in the Agreement.

RELEASE

EXHIBIT I  
FORM OF RELEASE

from and against all Losses arising directly or indirectly from or in connection with the assertion by or on behalf of any member of the Releasor Group of any claim or other matter purported to be released pursuant to this Release.

If any provision of this Release is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Release will remain in full force and effect. Any provision of this Release held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

This Release may not be changed except in a writing signed by the person(s) against whose interest such change shall operate. This Release shall be governed by and construed under the laws of the State of New York applicable to agreements made and to be performed entirely with such state without regard to the conflicts of law provisions thereof.

All words used in this Release will be construed to be of such gender or number as the circumstances require.

**[Signature Page Follows]**

IN WITNESS WHEREOF, each of the undersigned have executed and delivered this Release as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**RELEASORS:**

**ONEBEACON INSURANCE GROUP, LTD.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**ONEBEACON INSURANCE GROUP LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT 2  
FORM OF RETAINED BUSINESS ADMINISTRATIVE SERVICES AGREEMENT

---

**RETAINED BUSINESS ADMINISTRATIVE SERVICES AGREEMENT**

by and between

**ONEBEACON INSURANCE COMPANY**

and

**[ATLANTIC SPECIALTY INSURANCE COMPANY]<sup>1</sup>**

Dated as of \_\_\_\_\_, 2013 [Closing Date]

---

<sup>1</sup> The Restructuring contemplates that ASIC will be merged into a new Pennsylvania domiciled insurance company, OneBeacon Specialty Insurance Company ("OBSIC"), prior to the Closing Date. In the event that merger (the "ASIC/OBSIC Merger") is effected prior to the Closing Date, the bracketed language will be replaced by "ONEBEACON SPECIALTY INSURANCE COMPANY".

**TABLE OF CONTENTS**

|   | <b>Page</b> |
|---|-------------|
| <b>ARTICLE I DEFINITIONS</b> .....  | 1           |
| <b>ARTICLE II AUTHORITY</b> .....   | 5           |
| Section 2.1. Appointment.....   | 5           |
| Section 2.2. Excluded Liabilities.....  | 5           |
| <b>ARTICLE III STANDARD FOR SERVICES</b> .....                                    | 5           |
| Section 3.1. Standards. ....  | 5           |
| <b>ARTICLE IV RENEWALS OF ADDITIONAL CONTRACTS</b> .....                          | 6           |
| Section 4.1. Renewals. ....   | 6           |
| <b>ARTICLE V CLAIMS HANDLING</b> .....  | 6           |
| Section 5.1. Claim Administration Services. ....                                  | 6           |
| Section 5.2. Description of Claim Administration Services. ....                   | 6           |
| <b>ARTICLE VI REGULATORY AND LEGAL PROCEEDINGS</b> .....                          | 7           |
| Section 6.1. Regulatory Complaints and Proceedings. ....                          | 7           |
| Section 6.2. Legal Proceedings. ....  | 8           |
| Section 6.3. Notice to Administrator.....   | 8           |
| Section 6.4. Defense of Regulatory and Legal Proceedings. ....                    | 8           |
| <b>ARTICLE VII NOTIFICATIONS</b> .....  | 9           |
| Section 7.1. Notification to Policyholders. ....                                  | 9           |
| <b>ARTICLE VIII BILLINGS AND COLLECTIONS</b> .....                                | 9           |
| Section 8.1. Billing and Collection Services.....                                 | 9           |
| <b>ARTICLE IX QUARTERLY PREMIUM TAX AND INSOLVENCY FUND<br/>ACCOUNTINGS</b> ..... | 10          |
| Section 9.1. Quarterly Accountings. ....  | 10          |
| Section 9.2. Adjustments Regarding Quarterly Accountings. ....                    | 10          |
| <b>ARTICLE X CERTAIN ACTIONS BY COMPANY</b> .....                                 | 11          |
| Section 10.1. Filings.....  | 11          |
| Section 10.2. Annual Adjustment. ....   | 11          |
| <b>ARTICLE XI REGULATORY MATTERS AND REPORTING</b> .....                          | 12          |
| Section 11.1. Regulatory Compliance and Reporting. ....                           | 12          |
| Section 11.2. Reporting and Accounting. ....                                      | 12          |
| <b>ARTICLE XII MISCELLANEOUS ADMINISTRATIVE SERVICES</b> .....                    | 14          |
| Section 12.1. Miscellaneous Administrative Services. ....                         | 14          |
| <b>ARTICLE XIII BOOKS AND RECORDS</b> .....                                       | 15          |
| Section 13.1. Records.....  | 15          |
| Section 13.2. Access.....   | 15          |
| <b>ARTICLE XIV COOPERATION</b> .....  | 16          |

**TABLE OF CONTENTS**  
(continued)

|   | <i>Page</i> |
|---|-------------|
| Section 14.1. Cooperation.....                                    | 16          |
| <b>ARTICLE XV PRIVACY REQUIREMENTS .....</b>                      | <b>16</b>   |
| Section 15.1. Use of Confidential Information.....                | 16          |
| Section 15.2. Privacy Requirements.....                           | 17          |
| <b>ARTICLE XVI COMPENSATION FOR ADMINISTRATIVE SERVICES .....</b> | <b>17</b>   |
| Section 16.1. Compensation.....                                   | 17          |
| <b>ARTICLE XVII BANK ACCOUNTS; USE OF COMPANY MARKS .....</b>     | <b>18</b>   |
| Section 17.1. Direct Payment.....                                 | 18          |
| Section 17.2. Bank Accounts.....                                  | 18          |
| Section 17.3. Trademarks and Letterhead.....                      | 18          |
| <b>ARTICLE XVIII INDEMNIFICATION.....</b>                         | <b>19</b>   |
| Section 18.1. Indemnification.....                                | 19          |
| Section 18.2. Indemnification Procedures.....                     | 20          |
| <b>ARTICLE XIX DURATION; TERMINATION .....</b>                    | <b>22</b>   |
| Section 19.1. Duration.....                                       | 22          |
| Section 19.2. Termination.....                                    | 22          |
| <b>ARTICLE XX MISCELLANEOUS PROVISIONS .....</b>                  | <b>23</b>   |
| Section 20.1. No Strict Construction Against the Drafter.....     | 23          |
| Section 20.2. Waivers and Amendments; Remedies.....               | 23          |
| Section 20.3. Entire Agreement.....                               | 23          |
| Section 20.4. Interpretation.....                                 | 23          |
| Section 20.5. Notices.....  | 24          |
| Section 20.6. Binding Effect.....                                 | 25          |
| Section 20.7. Counterparts.....                                   | 25          |
| Section 20.8. Governing Law.....                                  | 25          |
| Section 20.9. Waiver of Jury Trial.....                           | 25          |
| Section 20.10. Subcontracting.....                                | 26          |

## RETAINED BUSINESS ADMINISTRATIVE SERVICES AGREEMENT

This RETAINED BUSINESS ADMINISTRATIVE SERVICES AGREEMENT (this “Agreement”), effective as of [•], 2013 (the “ASA Effective Date”), is entered into by and between OneBeacon Insurance Company, an insurance company organized under the laws of the Commonwealth of Pennsylvania (“Company”) and [Atlantic Specialty Insurance Company, a New York domiciled insurance company (“Administrator”)]<sup>2</sup>.

### RECITALS:

**WHEREAS**, Company and [Administrator]<sup>3</sup> entered into a 100% Quota Share Reinsurance Agreement (Specialty) effective as of the Effective Date (as defined in the Retained Business Reinsurance Agreement), as amended and restated as of the date hereof pursuant to the Amended and Restated 100% Quota Share Reinsurance Agreement (Specialty) between Company and Administrator (the “Retained Business Reinsurance Agreement”), pursuant to which Administrator as the reinsurer reinsures, on a 100% quota share basis, the Liabilities (as defined in the Retained Business Reinsurance Agreement) of Company under the Insurance Contracts, on the terms and conditions set forth therein; and

**WHEREAS**, Company wishes to appoint Administrator to provide administrative services with respect to the Insurance Contracts as set forth herein, and Administrator desires to provide such administrative services.

**NOW, THEREFORE**, in consideration of the covenants and agreements set forth herein, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS

The following terms shall have the respective meanings set forth below throughout this Agreement:

“Administrative Services” shall have the meaning set forth in Section 2.1.

“Administrator” shall have the meaning set forth in the introductory paragraph.

“Affiliate” shall mean, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person; *provided, however*, that neither White Mountains Insurance Group, Ltd. nor any Affiliate of White Mountains Insurance Group, Ltd. shall be deemed to be

<sup>2</sup> If the ASIC/OSBIC Merger is effected prior to the Closing Date, the bracketed language will be replaced with “OneBeacon Specialty Insurance Company, a Pennsylvania corporation and the successor-by-merger to Atlantic Specialty Insurance Company, New York corporation (“Administrator”)”.

<sup>3</sup> If the ASIC/OSBIC Merger is effected prior to the Closing Date, the bracketed language will be replaced with “Atlantic Specialty Insurance Company”.

an Affiliate of Company or Administrator or any Person controlled by Company or Administrator other than OneBeacon Insurance Group, Ltd. and any Person controlled by OneBeacon Insurance Group, Ltd. For purposes of this definition, “control” (including the terms “controlled by” and “under common control with”) with respect to the relationship between or among two (2) or more Persons, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person whether through the ownership of voting securities, by contract or otherwise.

“Agreement” shall have the meaning set forth in the introductory paragraph.

“Annual Adjustment” shall have the meaning set forth in Section 10.2.

“Applicable Law” shall mean any federal, state or local statute, law, ordinance, rule, regulation, order, writ, injunction, judgment, decree, directive, principle of common law or written interpretation of any of the foregoing by a Governmental Authority applicable to a Person or any such Person’s subsidiaries, properties, assets, officers, directors, employees or agents.

“ASA Effective Date” shall have the meaning set forth in the introductory paragraph.

“Bank Accounts” shall have the meaning set forth in Section 17.2.

“Business Day” shall mean any day other than a Saturday, a Sunday or a day on which banks in New York, New York are authorized or obligated by Applicable Law to close for regular banking business.

“Ceded Reinsurance Agreements” shall mean, to the extent that such treaties or agreements, including any facultative reinsurance, relate to or inure to the Insurance Liabilities, (a) all reinsurance and retrocession treaties and agreements pursuant to which Company or any of Company’s Affiliates has ceded liabilities to unaffiliated reinsurers with respect to the Insurance Liabilities that were in force on the date hereof, and (b) any such treaty or agreement that is terminated or expired but under which Company may continue to receive reinsurance coverage.

“Claim” shall have the meaning set forth in Section 5.1.

“Claim Notice” shall have the meaning set forth in Section 18.2.

“Claimant” shall have the meaning set forth in Section 5.2.

“Commissions” shall mean all commissions, expense allowances, and other fees and compensation owed to producers.

“Company” shall have the meaning set forth in the introductory paragraph.

“Effective Date” shall mean the effective date of the Retained Business Reinsurance Agreement.

“Excluded Liabilities” shall mean (a) any assessment or similar charges in connection with guaranty fund or risk pool participation other than those that constitute Insurance Liabilities; (b) premiums, payments or other consideration (including profit sharing commissions due under the

Ceded Reinsurance Agreements) due under Ceded Reinsurance Agreements other than those that relate to the “Insurance Liabilities”; (c) any fines, penalties, forfeitures, punitive, special, exemplary or other form of extra-contractual damages, which liabilities or obligations arise from any act, error or omission of Company, whether or not intentional, negligent or in bad faith, after the Effective Date (but not including any acts, errors or omissions taken or not taken at the express written request of Administrator including Administrator acting in its capacity as reinsurer under the Retained Business Reinsurance Agreement or any omission to perform any Administrative Service to be performed by Administrator hereunder); and (d) any obligations or liabilities relating to the Runoff Business of the Company (other than Extracontractual Damages (as defined in the Retained Business Reinsurance Agreement) relating to the Runoff Business arising from (i) an act or omission to act by the parties hereto or any of their Affiliates prior to the date hereof or (ii) an act of the Company on or following the date hereof, unless such act was taken at the direction of the Administrator).

“Governmental Authority” shall mean any federal, state, local or foreign governmental authority, regulatory body or stock exchange or listing authority, including any applicable department of insurance, agency, court or commission or other governmental authority or instrumentality, arbitral tribunal or industry self-regulatory organization.

“Gross Statutory Reserves” shall mean, as of any given date, the gross statutory reserves (net of third party reinsurance under the Ceded Reinsurance Agreements) of Company with respect to the Insurance Liabilities, including loss reserves and loss adjustment expenses reserves (including case reserves and reserves for losses incurred but not reported) and unearned premium.

“Indemnified Party” shall have the meaning set forth in Section 18.2.

“Indemnifying Party” shall have the meaning set forth in Section 18.2.

“Insolvency Fund Quarterly Accounting” shall have the meaning set forth in Section 9.1.

“Insurance Contracts” shall mean, collectively, all policies or contracts of insurance or reinsurance written or entered into by Company or any of its Affiliates (which entities were Company’s Affiliates prior to the ASA Effective Date) that constitute Specialty Lines, including policies or contracts written by Company or any of its Affiliates prior to the Effective Date that are no longer in-force as of the Effective Date, policies or contracts written by Company or any of its Affiliates on or prior to the Effective Date that are in-force on the Effective Date or that have policy inception dates after the Effective Date, and policies or contracts written by Company or another Acquired Company (as defined in the SPA) on or after the Effective Date, including in each case any renewals thereof and in each case only those policies or contracts that are written by or on behalf of Company or any of its Affiliates.

“Insurance Liabilities” shall have the meaning ascribed to the term “Liabilities” in the Retained Business Reinsurance Agreement.

“Legal Proceedings” shall have the meaning set forth in Section 6.2.

“Losses” shall have the meaning set forth in Section 18.1.

“Monthly Report” shall have the meaning set forth in Section 11.2.

“Person” shall mean any individual, corporation, company, partnership (limited or general), joint venture, limited liability company, association, trust, government or any department or agency thereof, or any other entity.

“Personally Identifiable Information” shall mean any information related to an identified or identifiable natural person and that does not meet the definition of de-identified as defined by the Health Insurance Portability and Accountability Act of 1996 section 164.514 (b)(2).

“Policyholder” shall mean the holder of an Insurance Contract.

“Post-ASA Effective Date Assessments” shall have the meaning set forth in Section 9.1.

“Premium Tax Credit” shall have the meaning set forth in Section 10.2.

“Privacy Laws” shall mean any laws, statutes, rules, regulations, codes, orders, decrees, and rulings thereunder of any federal, state, regional, county, city, municipal or local government of the United States or any other country having applicable jurisdiction that relate to privacy, data protection or data transfer issues.

“Quarterly Accounting” shall have the meaning set forth in Section 9.1.

“Quarterly Premium Tax Accounting” shall have the meaning set forth in Section 9.1.

“Quarterly Report” shall have the meaning set forth in Section 11.2.

“Retained Business Reinsurance Agreement” shall have the meaning set forth in the recitals.

“Run-Off Business Reinsurance Agreement” shall have the meaning set forth in the SPA.

“Runoff Business” shall have the meaning set forth in the Run-Off Business Reinsurance Agreement.

“SPA” shall mean the Stock Purchase Agreement, dated as of [●], 2012, by and between OneBeacon Insurance Group LLC, Trebuchet US Holdings, Inc. and OneBeacon Insurance Group, Ltd. and Armour Group Holdings Limited (both for the limited purposes set forth in the SPA).

“Specialty Lines” shall have the meaning set forth in the Retained Business Reinsurance Agreement.

“Subcontractor” shall have the meaning set forth in Section 20.10.

“Subsidiary” shall have the meaning set forth in the SPA.

“Third Party Claim” shall have the meaning set forth in Section 18.2.

“Trademarks” shall have the meaning set forth in Section 17.3.

## ARTICLE II

### AUTHORITY

Section 2.1. Appointment. Subject to Section 2.2, Company hereby appoints Administrator, and Administrator hereby accepts appointment, from and after the ASA Effective Date, to provide (either itself or through one or more Affiliates of Administrator) all administrative, reporting and other services relating to the Insurance Contracts, including without limitation the services described in Articles V through VIII, XI and XII hereof (the "Administrative Services"). Company hereby appoints Administrator to act as its exclusive agent and in its name as attorney-in-fact with regard to all such matters as are reasonably necessary for purposes of performing the Administrative Services for so long as Administrator is authorized hereunder to provide the Administrative Services. Notwithstanding any other provision of this Agreement to the contrary, Company shall have the right to direct Administrator to perform any action necessary for the Insurance Contracts or the administration thereof or for the Claims or Ceded Reinsurance Agreements to comply with Applicable Law, or to cease performing any action with respect to the Insurance Contracts that constitutes a violation of Applicable Law.

Section 2.2. Excluded Liabilities. Notwithstanding any other provision of this Agreement to the contrary, in no event shall Administrator be responsible hereunder for providing any services of any nature whatsoever or incurring any liabilities or expenses of any nature whatsoever relating to the Excluded Liabilities.

## ARTICLE III

### STANDARD FOR SERVICES

Section 3.1. Standards. (a) Administrator acknowledges that the performance of the Administrative Services in an accurate and timely manner is of paramount importance to Company. All of the Administrative Services shall be performed by Administrator in a competent and professional manner. Without limiting the foregoing, Administrator shall provide the Administrative Services in accordance with (i) the terms of this Agreement, (ii) Applicable Law, including maintenance by Administrator of all licenses, authorizations, permits and qualifications from Governmental Authorities necessary to perform the Administrative Services required by this Agreement, (iii) the terms of the Insurance Contracts, and (iv) standards of service that, taken as a whole, are at least comparable to those utilized by Administrator for its own insurance and reinsurance business (other than the reinsurance assumed by Administrator as the reinsurer under the Retained Business Reinsurance Agreement).

(b) Administrator shall at all times maintain sufficient facilities and trained personnel of the kind necessary to perform its obligations under this Agreement in accordance with the performance standards set forth herein.

## ARTICLE IV

### RENEWALS OF ADDITIONAL CONTRACTS

Section 4.1. Renewals. (a) Subject to the terms and conditions set forth herein, Company agrees that, on and after the ASA Effective Date, Administrator shall have the exclusive authority to revise and amend Insurance Contracts utilizing approved forms.

(a) With regard to the authority of Administrator set forth in Section 4.1(a), Administrator shall prepare and provide to Policyholders all revisions to the Insurance Contracts that are made due to changes to the applicable contract forms that are required by Applicable Law or which Administrator elects to make on behalf of Company as permitted by the terms of the Insurance Contracts, Applicable Law and this Agreement.

(b) Administrator must obtain the prior written approval of Company before implementing, or making any filing with respect to the implementation of, any change to the rates, rules or policy forms used by Company with respect to Insurance Contracts, unless such change is required by Applicable Law, such approval not to be unreasonably withheld, conditioned or delayed. Company will be deemed to have approved any proposed change if Company fails to object within ten (10) Business Days of their receipt of notice of such change from or on behalf of Administrator.

(c) Notwithstanding anything to the contrary contained herein, Administrator shall have no authority to renew, reinstate or replace any Insurance Contract except during the Licensing Period (as defined in the SPA) pursuant to the Fronting Obligation (as defined in the SPA).

## ARTICLE V

### CLAIMS HANDLING

The Administrative Services with respect to Claims shall include the following:

Section 5.1. Claim Administration Services. Administrator shall acknowledge, consider, review, investigate, deny, settle, pay or otherwise dispose of each claim in connection with an Insurance Contract (each, a "Claim" and collectively, the "Claims"). Administrator shall pay from its own funds in accordance with Article XVII all Claims and associated expenses that constitute Insurance Liabilities.

Section 5.2. Description of Claim Administration Services. Without limiting the foregoing, Administrator shall perform the following services in connection with the Claims, as appropriate:

- (i) provide claimants and their authorized representatives (collectively, "Claimants") with claim forms and explanatory guidance as required by Applicable Law;

- (ii) establish, maintain and organize claim files and maintain and organize other claims-related records;
- (iii) conduct an investigation of each Claim, including the identification of any coverage issues arising from the facts and circumstances of the Claim;
- (iv) adjust and manage each Claim;
- (v) prepare and distribute to the appropriate recipients any reports required by Applicable Law;
- (vi) respond to all written or oral claims-related communications as required by Applicable Law; and
- (vii) maintain a complaint log with respect to the Claims in accordance with applicable requirements of Governmental Authorities and provide a copy of such log, continuously updated through the last day of each calendar quarter during the term of this Agreement, to Company upon request.

## ARTICLE VI

### REGULATORY AND LEGAL PROCEEDINGS

Section 6.1. Regulatory Complaints and Proceedings. The Administrator shall:

- (i) promptly notify Company of any Claims or non-Claims payment related complaints, inquiries or proceedings initiated by a Governmental Authority involving the Insurance Contracts, Claims or the Ceded Reinsurance Agreements, and prepare and send to the applicable Governmental Authority, with a copy to Company, a response within the Governmental Authority's requested time frame for response or if no such time frame is provided, within the time frame as allowed by Applicable Law;
- (ii) except as set forth herein, following receipt of notice thereof, supervise and control the investigation, contest, defense and/or settlement of all complaints, inquiries and proceedings by Governmental Authorities involving the Insurance Contracts, Claims or the Ceded Reinsurance Agreements at its own cost and expense, and in the name of Company when necessary, including those investigations, contests, defenses and settlements initiated prior to the ASA Effective Date and pending on the ASA Effective Date; and
- (iii) upon Company's request, provide to Company a report in a form mutually agreed by the parties summarizing the nature and status of any such complaints, inquiries or proceedings by Governmental Authorities, the alleged actions or omissions giving rise to such complaints, inquiries or

proceedings and copies of any files or other documents that Company may reasonably request in connection with its review of these matters.

Section 6.2. Legal Proceedings. Administrator shall:

- (i) notify Company promptly of any lawsuit, action, arbitration or other dispute resolution proceedings that are instituted or threatened with respect to any matter relating to the Insurance Contracts, Claims or the Ceded Reinsurance Agreements ("Legal Proceeding(s)"), in no event more than twenty (20) Business Days after receipt of notice thereof;
- (ii) except as set forth herein, following receipt of notice thereof, supervise and control the investigation, contest, defense and/or settlement of all Legal Proceedings at its own cost and expense, and in the name of Company when necessary, including those Legal Proceedings initiated prior to the ASA Effective Date and pending on the ASA Effective Date; and
- (iii) keep Company fully informed of all material developments of all Legal Proceedings and, upon Company's request, provide to Company a report summarizing the nature and status of any Legal Proceedings, the alleged actions or omissions giving rise to such Legal Proceedings and copies of any files or other documents that Company may reasonably request in connection with their review of these matters.

Section 6.3. Notice to Administrator. In no event more than twenty (20) Business Days after Company's receipt of written notice of any such Legal Proceeding or Claim, Company shall give prompt notice to Administrator of any Legal Proceeding or Claim made or brought against Company arising under or in connection with the Insurance Contracts, Claims or the Ceded Reinsurance Agreements not made against or, to the Company's knowledge, not served on Administrator or a Subcontractor after the ASA Effective Date, and shall promptly furnish to Administrator copies of all pleadings in connection therewith that are received by Company, in no event more than twenty (20) Business Days after receipt of notice thereof, and upon written request therefor any files or other documents that Administrator may reasonably request in connection with its review of any such Legal Proceeding or Claim. Administrator shall assume the defense of Company in all such Legal Proceedings and Claims.

Section 6.4. Defense of Regulatory and Legal Proceedings. Notwithstanding anything in this Agreement to the contrary, Company shall have the right to engage its own separate legal representation, at its own expense, and to participate fully in the defense of any Legal Proceedings or complaints, inquiries or proceedings by Governmental Authorities with respect to the Insurance Contracts, Claims or Ceded Reinsurance Agreements in which Company is a named or interested party without waiving any right to indemnification Company may have hereunder or under the Retained Business Reinsurance Agreement. Administrator and Company shall reasonably cooperate with each other with respect to the administration of any Legal Proceeding and any such complaint, inquiry or proceeding by Governmental Authorities. Administrator shall not settle or compromise any Legal Proceeding or any such complaint,

inquiry or proceeding by Governmental Authorities without the prior written consent of Company, such consent not to be unreasonably withheld, conditioned or delayed, unless the settlement or compromise (i) involves only the payment of money damages that are paid in full by Administrator, (ii) does not require an admission or involve a finding of any wrongdoing by or liability of any Person and would have no effect on any other claims that may be made or any lawsuit, action, arbitration or other dispute resolution proceedings that may be brought against Company, and (iii) includes a full, unconditional and irrevocable release of Company and does not impose an injunction or other equitable or non-monetary relief upon Company. Without limiting the foregoing, if Company shall have reasonably concluded that counsel selected by Administrator has a material conflict of interest because of the availability of different or additional defenses to Company or other facts and that the conflict of interest cannot be resolved to the reasonable satisfaction of Company by the consent of Administrator and Company to the joint representation, then Company shall have the right, at its own expense, to select separate counsel, reasonably satisfactory to Administrator, to participate in the defense of such any Legal Proceeding or any such complaint, inquiry or proceeding by Governmental Authorities on its behalf and the reasonable fees and expenses of Company's counsel shall be at the expense of Administrator.

## ARTICLE VII

### NOTIFICATIONS

Section 7.1. Notification to Policyholders. To the extent required by Applicable Law, Administrator shall, and at Administrator's election Administrator may, send to Policyholders a written notice prepared by Administrator to the effect that Administrator has been appointed by Company to provide Administrative Services. Administrator will include in the above-referenced notices, at a minimum, any changes to the address to which to send claims and related information, premiums, fees and other payments and a toll-free telephone number to call for further information. In addition, Administrator shall prepare and provide to Policyholders all required notices of non-renewal by Company in respect of the Insurance Contracts. Administrator shall send such notices by first class U.S. mail, in all events in accordance with Applicable Law.

## ARTICLE VIII

### BILLINGS AND COLLECTIONS

Section 8.1. Billing and Collection Services. Administrator shall assume all responsibility for billing and collecting premiums, fees and other amounts payable with respect to each Insurance Contract, in each case from and after the ASA Effective Date. The risk of loss, theft or destruction of premiums, fees and such other amounts with respect to the Insurance Contracts shall be borne solely by Administrator, except with respect to such premiums, fees or other amounts that come into the possession of Company until such time as such amounts are received by Administrator from Company.

## ARTICLE IX

### QUARTERLY PREMIUM TAX AND INSOLVENCY FUND ACCOUNTINGS

Section 9.1. Quarterly Accountings. (a) Within thirty (30) days after the end of each calendar quarter that this Agreement is in effect (or more frequently as mutually agreed by the parties), Company shall submit to Administrator a written statement of accounting in a form and containing such information to be agreed upon by the parties hereto or, if not agreed to by the parties hereto, as reasonably requested by Company (each, an "Insolvency Fund Quarterly Accounting") setting forth any guaranty fund and involuntary mechanism assessments and similar charges against or payable by Company, to the extent that such assessments constitute Insurance Liabilities (collectively, the "Post-ASA Effective Date Assessments"). If Administrator objects to the amount of an Insolvency Fund Quarterly Accounting, it shall have thirty (30) days following its receipt of such Insolvency Funding Quarterly Accounting to notify Company of its objection, unless Company's time frame for contesting such assessments or charges terminates earlier than the end of such thirty (30) day period, in which case, Administrator shall give notice of its objection no later than five (5) Business Days prior to the last day of such contest period. In the event of such an objection, Administrator and Company shall work in good faith to reach agreement on the amount of the Insolvency Fund Quarterly Accounting as soon as practicable. Within twenty (20) days of reaching such agreement, Administrator shall remit to Company the agreed upon amount of the Insolvency Fund Quarterly Accounting with respect to the Post-ASA Effective Date Assessments. Company agrees to supply Administrator a copy of all supporting data used in preparing the Insolvency Fund Quarterly Accountings.

(b) In addition, within thirty (30) days after the last day of each calendar quarter that this Agreement is in effect (or more frequently as mutually agreed by the parties), Administrator shall submit to Company a written statement of accounting in a form and containing such information to be agreed upon by the parties hereto or, if not agreed to by the parties hereto, as reasonably requested by Company (each, a "Quarterly Premium Tax Accounting", and together with the Insolvency Fund Quarterly Accountings, the "Quarterly Accountings") setting forth the estimated premium taxes due and arising on account of all collected premiums under the Insurance Contracts attributable to such quarter. Concurrent with the delivery of each Quarterly Premium Tax Accounting, Administrator shall remit to Company the amount set forth on such Quarterly Premium Tax Accounting with respect to such estimated premium taxes, to the extent such premium taxes constitute Insurance Liabilities. Administrator agrees to supply to Company a copy of all supporting data used in preparing the Quarterly Premium Tax Accountings.

Section 9.2. Adjustments Regarding Quarterly Accountings. In the event that subsequent data or calculations require revision of any of the Quarterly Accountings, the required revision and appropriate payments thereunder shall be made within twenty (20) Business Days after the parties hereto mutually agree as to the appropriate revision.

## ARTICLE X

### CERTAIN ACTIONS BY COMPANY

Section 10.1. Filings. From and after the ASA Effective Date, Company shall be solely responsible for the preparation and filing of any filings required to be made with any Governmental Authority that relate to Company generally and not just to the Insurance Contracts, including filings with guaranty associations and filings of premium tax returns with taxing authorities; provided that, if the only premiums received by Company relate to the Insurance Contracts, Administrator shall prepare for filing by Company any filing with guaranty associations and any premium tax returns to be filed with taxing authorities. Upon the request of Company, Administrator shall, in a timely fashion in light of the dates such filings by Company are required, provide to Company all information in the possession of Administrator with respect to the Insurance Contracts that may reasonably be required for Company to prepare such filings and tax returns. Promptly following written request therefor, Company shall certify in writing whether or not the only premiums received by Company relate to the Insurance Contracts.

Section 10.2. Annual Adjustment. From and after the ASA Effective Date, Company shall pay or provide to Administrator the benefit of any Post-ASA Effective Date Assessments which have been or can be applied to reduce Company's premium tax liability ("Premium Tax Credits"). Company shall provide to Administrator (or, if the only premiums received by Company relate to the Insurance Contracts, Administrator shall provide to Company) by March 15 of each year a statement of the amount (the "Annual Adjustment") of (i) premium taxes due with respect to premiums collected during the prior calendar year (to the extent that such premium taxes constitute Insurance Liabilities), less (ii) estimated premium taxes paid by Administrator to Company with respect to such premiums under the provisions of Article IX, less (iii) Premium Tax Credits for the prior calendar year. If Administrator (or, if Administrator provides such statement of Annual Adjustment, Company) objects to the amount set forth in a statement of Annual Adjustment, it shall have thirty (30) days following its receipt of such statement of Annual Adjustment to notify Company (or Administrator) of its objection. In the event of such an objection, Administrator and Company shall work in good faith to reach agreement on the amount to be set forth in the statement of Annual Adjustment as soon as practicable. If Administrator (or Company) does not dispute the amount set forth in the statement of Annual Adjustment by April 14 of each year, Administrator shall pay to Company the Annual Adjustment, if a positive amount, or Company will pay to Administrator the Annual Adjustment, if a negative amount. If Administrator (or Company) does dispute the amount set forth in the statement of Annual Adjustment, by (i) May 1 if the dispute is resolved prior to April 14 or (ii) the date which is fifteen (15) days following the resolution of such dispute if such dispute is resolved after April 14 of the applicable year, Administrator shall pay to Company the Annual Adjustment, if a positive amount, and Company shall pay to Administrator the Annual Adjustment, if a negative amount. Company (or, if Administrator provides such statement of Annual Adjustment, Administrator) agrees to supply Administrator (or Company) a copy of all supporting data used in preparation of the Annual Adjustment.

## ARTICLE XI

### REGULATORY MATTERS AND REPORTING

Section 11.1. Regulatory Compliance and Reporting. Administrator shall provide on a timely basis information to Company with respect to the Insurance Contracts, Claims and Ceded Reinsurance Agreements to satisfy all current and future informational reporting, prior approval and any other requirements imposed by any Governmental Authority. Upon the request of Company, Administrator shall timely prepare such reports and summaries, including statistical summaries, as are necessary to satisfy any requirements imposed by a Governmental Authority upon Company with respect to the Insurance Contracts, Claims or Ceded Reinsurance Agreements. Among other responsibilities with respect to the foregoing:

- (i) Administrator shall promptly prepare and furnish to Company or, at Company' election, directly to Governmental Authorities all reports and related summaries (including statistical summaries), certificates of compliance and other reports required or requested by a Governmental Authority with respect to the Insurance Contracts, Claims or Ceded Reinsurance Agreements; provided that, Administrator shall make available to Company for its review any such reports, summaries or certificates at least [five (5)] Business Days prior to furnishing them to any Governmental Authority and, unless Company shall object thereto in writing during such period, shall file same with such Governmental Authority following such period.
- (ii) Administrator shall assist Company and cooperate with Company in doing all things necessary, proper or advisable, in a commercially reasonable manner in connection with any and all market conduct or other Governmental Authority examinations relating to the Insurance Contracts, Claims or Ceded Reinsurance Agreements.

Section 11.2. Reporting and Accounting. Administrator shall assume the reporting and accounting obligations set forth below:

- (i) Within [eight (8)] Business Days after the end of each calendar month that this Agreement is in effect, Administrator shall provide to Company a report in respect of the Insurance Contracts, Claims and Ceded Reinsurance Agreements for such calendar month in a form set forth in Exhibit 1 (the "Monthly Report").<sup>4</sup>
- (ii) Within [fifteen (15)] Business Days after the end of each calendar quarter that this Agreement is in effect, Administrator shall provide to Company a

<sup>4</sup> The form of the Monthly Report will be prepared between signing and Closing (as defined in the ASA) based on discussions between the parties hereto. If the form is not agreed to prior to Closing, the clause in Section 11.2(i) "in a form set forth in Exhibit 1" shall be replaced with "including such information as Company may reasonably request".

report for such calendar quarter in a form set forth in Exhibit 2 (the "Quarterly Report").<sup>5</sup>

- (iii) Administrator shall timely provide notice to Company of (A) any changes in the reserve methodology of Administrator in calculating reserves for the Insurance Contracts or Claims and (B) any significant changes to the Gross Statutory Reserves in respect of the Insurance Contracts that are recommended or deemed appropriate by Administrator, any of its Affiliates or any third party.
- (iv) On an annual basis, Administrator shall provide Company with a schedule prepared by a qualified actuary, setting forth such actuary's unpaid claim estimate relating to loss and loss adjustment expenses allocated to the Insurance Contracts. The parties shall cooperate in good faith to establish the timing for the provision of such documentation. Administrator shall provide, or cause to be provided, to Company reasonable access to such actuary in connection with Company's review of the unpaid claim estimate of losses and loss adjustment expenses.
- (v) For so long as this Agreement remains in effect, upon reasonable notice, Administrator shall from time to time furnish to Company such other reports, summaries and information related to the Insurance Contracts, Claims and Ceded Reinsurance Agreements as may reasonably be requested by Company for regulatory, tax, financial reporting or similar purposes and reasonably available to Administrator. The parties shall cooperate in good faith to establish the manner and schedule for the providing of such reports, summaries and information. At Company's reasonable request, Administrator shall supply to Company a copy of all supporting information used by Administrator in preparing any Monthly or Quarterly Report or any other reports, summaries and certifications provided hereunder.
- (vi) On a monthly basis, Administrator shall provide to Company a report in a form mutually agreed by the parties summarizing deposits and withdrawals from the Bank Accounts and such other information as Company may reasonably request in connection with such Bank Accounts.

#### Section 11.3. Withdrawal from Fronting Jurisdictions.

(a) To the extent that, as of the ASA Effective Date, the applicable Acquired Companies (as defined in the SPA) have not yet obtained approval from the applicable Governmental Authorities to withdraw from the Retained Business (as defined in the SPA) and such approval is required under Applicable Law in order to withdraw, the Administrator shall

<sup>5</sup> The form of the Quarterly Report will be prepared between signing and Closing (as defined in the ASA) based on discussions between the parties hereto. If the form is not agreed to prior to Closing, the clause in Section 11.2(ii) "in a form set forth in Exhibit 2" shall be replaced with "including such information as Company may reasonably request".

use commercially reasonable efforts to prepare all applications to or filings with such Governmental Authorities and notices to policyholders required for the withdrawal by such Acquired Companies from the Retained Business, submit, file or mail such applications, filings and notices and obtain approval or authority for such withdrawal as soon as commercially practicable following the ASA Effective Date. The preparation, submission, filing and mailing of such applications, filing and notices and the obtaining of such approval or authority, including the payment of any regulatory fees, shall be at the sole cost and expense of Administrator.

(b) Notwithstanding the provisions of Section 11.3(a), at least [ ] Business Days prior to submitting, filing or mailing any such application, filing or notice, Administrator shall deliver a copy thereof to Company and Administrator shall not make such submission, filing or mailing if Company shall reasonably object thereto in writing during such period.

## ARTICLE XII

### MISCELLANEOUS ADMINISTRATIVE SERVICES

Section 12.1. Miscellaneous Administrative Services. (a) Administrator shall assume the obligations set forth below:

- (i) Administrator shall timely pay, from Administrator's own funds, to the Policyholders, any refunds of any kind due under the Insurance Contracts to the extent such refunds constitute Insurance Liabilities.
- (ii) Administrator shall have the exclusive authority to manage and administer the Ceded Reinsurance Agreements to the extent they relate to the Insurance Contracts, including providing all reports and notices required with regard to the Ceded Reinsurance Agreements to the reinsurers within the time required by the applicable reinsurance agreement and doing all other things necessary to comply with the terms and conditions of the Ceded Reinsurance Agreements. Without limiting the foregoing, Administrator shall timely pay all reinsurance premiums due to reinsurers under the Ceded Reinsurance Agreements and collect from such reinsurers all reinsurance recoverables due thereunder. Notwithstanding the foregoing, Company shall reasonably cooperate with Administrator in the administration of such Ceded Reinsurance Agreements to the extent relating to the Insurance Contract and that Company's participation is required under the terms of any such Ceded Reinsurance Agreement or is requested by the counterparty to the Ceded Reinsurance Agreement. In no event may Administrator enter into any new reinsurance agreements with respect to the Insurance Contracts on behalf of Company without Company's prior written consent.
- (iii) Administrator shall process all policy changes, lapses, cancellations, and reinstatements in accordance with the terms of this Agreement and the express terms of the Insurance Contracts.

- (iv) Administrator shall pay Commissions due under the Insurance Contracts to the extent such Commissions constitute Insurance Liabilities.
- (v) Administrator shall provide all customer service in connection with the Insurance Contracts.
- (vi) Administrator shall provide such other Administrative Services with respect to the Insurance Contracts and Claims as are necessary or appropriate to fully effectuate the purpose of the Retained Business Reinsurance Agreement and this Agreement, including such Administrative Services as are not performed by or on behalf of Company on the ASA Effective Date but the need for which may arise due to changes or developments in Applicable Law or for any other reason.

Section 12.2. Communication. In connection with the authority granted to Administrator in this Agreement, Administrator shall have the right, to the extent permitted by Applicable Law, to make all communications with Policyholders and their producers and agents from time to time as are appropriate as well as to promote itself to Policyholders and their producers and agents.

## ARTICLE XIII

### BOOKS AND RECORDS

Section 13.1. Records. Administrator shall keep accurate and complete records, files and accounts of all transactions and matters with respect to the Insurance Contracts, Claims and the Ceded Reinsurance Agreements and the administration thereof in accordance with (i) Applicable Law and (ii) its record management practices in effect from time to time for Administrator's insurance business not covered by this Agreement, if any, copies of which shall be provided to Company upon request.

Section 13.2. Access. (a) Administrator shall afford to Company and any of their counsel, accountants or designated representatives, during normal business hours, the right to examine and make copies of the books and records maintained by Administrator pursuant to Section 13.1 for such period as this Agreement is in effect or for as long thereafter as any rights or obligations of Company with respect to the Insurance Contracts survive or to the extent that such access may reasonably be required by Company in connection with (i) the preparation of financial statements, (ii) responding to regulatory inquiries or other regulatory purposes, (iii) the preparation of tax returns or in connection with any audit, amended return, claim for refund or any proceeding with respect thereto, (iv) the investigation, arbitration, litigation and final disposition of any Legal Proceedings or claims which may have been or may be made against Company in connection with the Insurance Contracts or which Company may make with respect to the Insurance Contracts, or (v) any other reasonable business purpose. Company, at its own cost and expense, shall have the right to duplicate all books and records relating to the Insurance Contracts. Subject to the preceding sentence, Administrator will not dispose of, alter or destroy any such books and records and other materials other than in accordance with Administrator's books and records retention policy as may be amended from time to time but in any case for at

least seven (7) years after the termination or expiration of all Insurance Contracts. All such books and records pertaining to the Insurance Contracts shall remain the property of Company; provided that Administrator may keep a copy of such books and records subject to its normal records retention policies.

(b) Company shall afford to Administrator and any of its counsel, accountants or designated representatives, during normal business hours, the right to examine and make copies of any books and records retained by Company which relate to the Insurance Contracts or which are otherwise relevant to the Insurance Contracts for such period as this Agreement is in effect or for as long thereafter as any rights or obligations of Administrator survive or to the extent that such access may reasonably be required by Administrator in connection with (i) the preparation of financial statements, (ii) responding to regulatory inquiries or other regulatory purposes, (iii) the preparation of tax returns or in connection with any audit, amended return, claim for refund or any proceeding with respect thereto, (iv) the investigation, arbitration, litigation and final disposition of any Legal Proceedings or claims which may have been or may be made against Administrator in connection with the Insurance Contracts or which Administrator may make with respect to the Insurance Contracts, or (v) any other similar, reasonable business purpose. Administrator, at its own cost and expense, shall have the right to duplicate all such books and records relating to the Insurance Contracts. Subject to the preceding sentence, Company will not dispose of, alter or destroy any such books and records and other materials other than in accordance with Company's books and records retention policy as may be amended from time to time but in any case for at least seven (7) years after the termination or expiration of all Insurance Contracts.

#### ARTICLE XIV

##### COOPERATION

Section 14.1. Cooperation. Each party shall cooperate to the extent reasonably possible with the other parties and take all reasonably appropriate action and execute any additional documents, instruments or conveyances of any kind which may be reasonably necessary to carry out any provisions of this Agreement and to effectuate the intention of the parties under the Retained Business Reinsurance Agreement and this Agreement.

#### ARTICLE XV

##### PRIVACY REQUIREMENTS<sup>6</sup>

Section 15.1. Use of Confidential Information. Company and Administrator acknowledge that they will have access to confidential and proprietary information concerning the other parties and their businesses, which information is not readily available to the public, and acknowledge that Company and Administrator have taken and will continue to take reasonable actions to ensure such information is not made available to the public.

---

<sup>6</sup> The Privacy Requirements provision will need to be harmonized with the finalized provisions re privacy in the TSA and SPA.

Section 15.2. Privacy Requirements. Each party acknowledges that, pursuant to Privacy Laws, the parties are required to obtain certain undertakings from each other with respect to the privacy, use and protection of Personally Identifiable Information (as defined below). Notwithstanding anything to the contrary contained herein, each party covenants that, with respect to any Personally Identifiable Information, such party, its Affiliates and their respective Subcontractors shall (a) comply with all applicable Privacy Laws; (b) keep all Personally Identifiable Information confidential and not disclose or use any Personally Identifiable Information except only to the extent necessary to exercise its rights or perform its obligations hereunder; (c) when acting as a data processor, only process Personally Identifiable Information in accordance with the instructions of Company; (d) except with respect to the provision of Administrative Services hereunder or as otherwise agreed by the parties, not disclose any Personally Identifiable Information to any other Person without the prior written consent of the other party and an agreement in writing from such other Person to comply, among other things, with the terms of this Section 15.2; and (e) maintain (and cause all third Persons consented to by the other party to receive Personally Identifiable Information in accordance with the foregoing subsection (d) to maintain) adequate administrative, technical and physical safeguards to ensure the security and confidentiality of all Personally Identifiable Information. Company and Administrator acknowledge and agree that with respect to the Specialty Lines, the Insurance Contracts and the Administrative Services, Administrator shall be authorized to undertake all actions required to comply with the Privacy Laws without any further approvals from Company. Each party hereto agrees to notify the other by sending an email to, in the case of Administrator, The Information Privacy and Security Officer at [privacyandsecurity@onebeacon.com](mailto:privacyandsecurity@onebeacon.com) and, in the case of Company to [ ] within twenty-four (24) hours after such party becomes aware of a breach, or threatened breach, of any Privacy Laws or unauthorized access to its, or a third party's, computer systems and/or personal data with respect to the Insurance Contracts or the Specialty Lines. The party providing notice of such breach or threatened breach shall set forth in detail the nature of the security breach and the measures taken by such party to cure the breach. Company and Administrator will thereafter jointly decide what action to take, which may include, but not be limited to, notifying the appropriate state reporting agency. All websites established or maintained by each party that are accessible to individuals contain privacy statements advising them how their Personally Identifiable Information will be used, collected, stored and protected. Each party does not store or maintain Personally Identifiable Information received via its website, except in a manner consistent with its published privacy policies and in a manner that provides safe and secure storage and protection of such Personally Identifiable Information.

## ARTICLE XVI

### COMPENSATION FOR ADMINISTRATIVE SERVICES

Section 16.1. Compensation. Administrator shall provide the Administrative Services at no cost to Company other than the payments and other amounts due between the parties under the Retained Business Reinsurance Agreement.

## ARTICLE XVII

### BANK ACCOUNTS; USE OF COMPANY MARKS

Section 17.1. Direct Payment. At its option, Administrator may pay Claims directly to Policyholders or Claimants of the Insurance Contracts out of its own accounts or out of accounts established by Administrator in the name of Company pursuant to Section 17.2 hereof. For the avoidance of doubt, any such direct payment to a Policyholder or a Claimant of an Insurance Contract shall, to the extent of such payment to the Person entitled thereto, discharge any obligation of Administrator to make such payment to Company under the Retained Business Reinsurance Agreement in respect of such Claim.

Section 17.2. Bank Accounts. To the extent required by Applicable Law for Administrator to make direct payment of Claims to Policyholders or Claimants of the Insurance Contracts, Administrator may establish and maintain separate accounts in the name of Company with banking institutions to provide the Administrative Services (the "Bank Accounts"). Administrator shall have exclusive authority over the Bank Accounts including, without limitation, the exclusive authority to (a) designate the authorized signatories on the Bank Accounts, (b) issue drafts on and make deposits in the Bank Accounts in the name of Company and (c) make withdrawals from the Bank Accounts. At Administrator's request, Company shall do all things reasonably necessary to enable Administrator to open, maintain and access the Bank Accounts including, without limitation, executing and delivering such depository resolutions and other documents as may be requested from time to time by the banking institutions. Company agrees that without Administrator's prior written consent they shall not make any changes to the authorized signatories on the Bank Accounts nor attempt to withdraw any funds therefrom. Administrator shall provide and own all funds deposited in the Bank Accounts. To the extent permitted by Applicable Law, Administrator may pay Claims directly to Policyholders or Claimants of the Insurance Contracts on check stock of Administrator.

#### Section 17.3. Trademarks and Letterhead.

(a) Company hereby grants to Administrator a non-exclusive, royalty-free, non-transferable right and license to use Company's trademarks (the "Trademarks") solely in connection with the performance of the Administrative Services for the limited uses of providing the Administrative Services. The foregoing license is sub-licensable to Administrator's subcontractors engaged pursuant to Section 20.10. Administrator's use (or its subcontractors' use) of the Trademarks, and the provision of services in connection therewith shall be of a consistently high standard of quality, style and appearance commensurate with the standards for quality, style and appearance associated with Company's use of the Trademarks and provision of services in connection therewith. Administrator's use (or its Subcontractors' use) of the Trademarks and all goodwill associated therewith shall inure solely to the benefit of and be on behalf of Company.

(b) Company shall make available to Administrator, at the sole expense of Administrator, such letterhead, printed forms and other documents of Company as may reasonably be required by Administrator to perform the Administrative Services. Upon

termination of this Agreement, Administrator shall promptly return to Company all such unused letterhead, printed forms and other documents held by it.

## ARTICLE XVIII

### INDEMNIFICATION<sup>7</sup>

Section 18.1. Indemnification. (a) As used in this Article XVIII, "Losses" shall mean any damages, claims, losses, liabilities, judgments, settlements, assessments, demands, awards and expenses (including reasonable attorneys' fees and expenses).

(b) Administrator agrees to defend, indemnify, reimburse and hold harmless Company, its Affiliates, and, if applicable, their respective directors, officers, employees, agents, representatives and successors in interest from any and all Losses to the extent arising out of or resulting from any actual or alleged (i) fraud, theft or embezzlement by directors, officers, employees, agents, subcontractors, successors or assigns of Administrator during the term of this Agreement; (ii) failure, either intentional or unintentional, of Administrator to properly perform the services or take the actions required by this Agreement, including the failure to properly process, evaluate and pay claims or to comply with disbursement requests in accordance with the terms of this Agreement; (iii) acts of negligence or willful misconduct committed by directors, officers, employees, agents, subcontractors, successors or assigns of Administrator during the term of this Agreement; or (iv) failure of Administrator to comply with Applicable Law during the term of this Agreement, other than, in the case of (i), (ii), (iii) or (iv), any failure on the part of Administrator caused by the action or inaction of Company, except any action or inaction on the part of Company taken at the specific direction or specific request of Administrator or with the specific approval of Administrator.

(c) Company agrees to defend, indemnify, reimburse and hold harmless Administrator, its Affiliates, and, if applicable, their respective directors, officers, employees, agents, representatives and successors in interest from any and all (i) Excluded Liabilities, and (ii) Losses to the extent arising out of or resulting from any actual or alleged (A) fraud, theft or embezzlement by directors, officers, employees, agents, successors or assigns of Company during the term of this Agreement; (B) failure, either intentional or unintentional, of Company to take the actions required by this Agreement; (C) acts of negligence or willful misconduct committed by directors, officers, employees, agents, successors or assigns of Company during the term of this Agreement; or (D) failure of Company to comply with Applicable Law during the term of this Agreement, other than, in the case of (A), (B), (C), or (D) of clause (ii), any failure on the part of Company caused by the action or inaction of Administrator, except any action or inaction on the part of Administrator taken at the specific direction of Company pursuant to Section 2.1 or otherwise at the specific written request or with the specific written approval of Company.

---

<sup>7</sup> Conform this provision to the final SPA indemnification provision to the extent applicable.

Section 18.2. Indemnification Procedures.

(a) A party seeking indemnification provided for under this Agreement (the "Indemnified Party") shall give to the party from whom indemnification is sought (the "Indemnifying Party") written notice of any matter that such Indemnified Party has determined has given or could give rise to a right of indemnification hereunder (a "Claim Notice"). The Claim Notice shall be given within thirty (30) days after the Indemnified Party becomes aware of the facts indicating that a claim for indemnification may be warranted and (i) shall state in reasonable detail the nature of the claim, (ii) identify all sections of this Agreement which form the basis for such claim, (iii) with respect to Third Party Claims, attach copies of all material written evidence thereof to the date of such notice, and (iv) set forth the estimated amount of the Losses, if known, that have been or may be sustained by an Indemnified Party relating to such claim. Notwithstanding the foregoing, the delay or failure of any Indemnified Party to give a Claim Notice shall not relieve the Indemnifying Party of its obligations under this Article XVIII, except to the extent (and only to the extent) that the Indemnifying Party is materially prejudiced by the delay or failure to give such Claim Notice.

(b) If a Claim Notice relates to a claim, action, suit, proceeding or demand asserted by a Person who is not a party hereto or its Affiliate (or a successor thereof), including a claim, action, suit, proceeding or demand asserted by a Governmental Authority which could give rise to a right of indemnification hereunder (a "Third Party Claim"), the Indemnifying Party may at its own expense, through counsel of its own choosing (which counsel shall be reasonably satisfactory to the Indemnified Party), assume the defense and investigation of such Third Party Claim; *provided* that any Indemnified Party shall be entitled to participate in any such defense with counsel of its own choice at its own expense. If the Indemnifying Party elects to assume the defense and investigation of such Third Party Claim, it shall, no later than thirty (30) days following its receipt of the Claim Notice notify the Indemnified Party in writing of its assumption of the defense and investigation of such Third Party Claim. Notwithstanding any of the foregoing, if the Indemnified Party shall have reasonably concluded that counsel selected by the Indemnifying Party has a material conflict of interest because of the availability of different or additional defenses to such Indemnified Party or other facts that the conflict of interest cannot be resolved to the reasonable satisfaction of the Indemnified Party by the consent of the Indemnifying Party and the Indemnified Party to the joint representation, then such Indemnified Party shall have the right to select separate counsel, reasonably satisfactory to the Indemnifying Party, to participate in the defense of such action on its behalf; and the reasonable fees and expenses of the Indemnified Party's counsel shall be at the expense of the Indemnifying Party. If the Indemnifying Party fails to take reasonable steps necessary to defend actively and diligently the action or proceeding after notifying the Indemnified Party of its assumption of the defense and investigation of such Third Party Claim, the Indemnified Party may assume such defense, and the reasonable fees and expenses of its attorneys will be covered by the indemnity provided for in this Article XVIII upon determination of the Indemnifying Party's indemnity obligations. The Indemnifying Party shall not, without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, delayed or conditioned, settle or compromise any pending or threatened Third Party Claim (whether or not the Indemnified Party is an actual or potential party to such action or claim) or consent to the entry of any judgment (A) which does not include as an unconditional term thereof the delivery by the claimant or plaintiff to the Indemnified Party of a written unconditional release from all Liability in respect of such Third

Party Claim or (B) which involves any injunctive relief (or any other relief) against the Indemnified Party with respect to such action or claim other than the payment of monetary damages. If the Indemnifying Party does not notify the Indemnified Party within thirty (30) days following its receipt of the Claim Notice that it will assume the defense and investigation of such Third Party Claim, then the Indemnifying Party shall have the right to participate in any such defense at its sole cost and expense. The Indemnified Party may not compromise or settle any Third Party Claim without the prior written consent of the Indemnifying Party, unless the sole relief granted is equitable relief for which the Indemnifying Party would have no liability or to which the Indemnifying Party would not be subject. The Indemnified Party and the Indemnifying Party shall make reasonably available to each other and their respective agents and representatives all relevant business records and other documents available to them that are necessary or appropriate for the defense of any Third Party Claim, subject to any *bona fide* claims of attorney-client privilege, and each of the Indemnifying Party and the Indemnified Party shall use its commercially reasonable efforts to assist, and to cause the employees and counsel of such party to assist, in the defense of such Third Party Claim.

(c) Company and Administrator agree that Losses hereunder shall be limited to actual monetary damages only and shall not include punitive, incidental, consequential, special, indirect or treble damages or damages based on loss of future revenue, profits or income, loss of business reputation or opportunity, diminution of value or on any type of multiple (other than any Losses of Indemnified Party with respect thereto arising from any Third Party Claim).

(d) Any Indemnified Party shall use commercially reasonable efforts to mitigate the amount of its Losses upon and after becoming aware of any facts or circumstances that would reasonably be expected to result in any Losses that are indemnifiable hereunder. In the event an Indemnified Party fails to take such commercially reasonable efforts, then notwithstanding anything to the contrary in this Agreement, the Indemnifying Party shall not be required to indemnify the Indemnified Party for such portion of Losses that would reasonably have been avoided if the Indemnified Party had taken such commercially reasonable efforts. Notwithstanding anything to the contrary contained herein, Administrator's indemnification obligation hereunder with respect to the nonperformance of any Administrative Service required to be performed by it hereunder shall not be reduced, limited or qualified due to the failure of Company to perform such Administrative Service.

(e) In the event of payment by or on behalf of any Indemnifying Party to any Indemnified Party pursuant to a claim or demand in a Claim Notice, such Indemnifying Party shall be subrogated to all rights of the Indemnified Party with respect to the claim to which such indemnification relates, provided, however, that the Indemnifying Party shall only be subrogated to the extent of any amount paid by it pursuant to this Article XVIII in connection with such claim. Such Indemnified Party shall cooperate with such Indemnifying Party in a reasonable manner, and at the cost of such Indemnifying Party, in presenting any subrogated right, defense or claim.

(f) The Indemnified Parties are intended third party beneficiaries of this Article XVIII and may specifically enforce its terms.

(g) The provisions of this Article XVIII shall survive the termination of this Agreement.

## ARTICLE XIX

### DURATION; TERMINATION

Section 19.1. Duration. This Agreement shall continue with respect to each Insurance Contract and Claim until no further Administrative Services are required to be performed hereunder by Administrator in respect of such Insurance Contract or Claim, unless it is earlier terminated under Section 19.2.

Section 19.2. Termination. (a) This Agreement is subject to immediate termination at the option of Company, upon written notice to Administrator, on the occurrence of any of the following events:

- (i) A voluntary or involuntary proceeding is commenced in any jurisdiction by or against Administrator for the purpose of conserving, rehabilitating or liquidating Administrator;
- (ii) There is a material breach by Administrator of any term or condition of this Agreement that is not cured by Administrator within thirty (30) days after receipt of written notice from Company of such breach or act;
- (iii) Any license required to be held by Administrator to provide the Administrative Services shall be revoked or Administrator shall fail to obtain such license; or
- (iv) Administrator is unable to perform the services required under this Agreement for a period of thirty (30) consecutive days for any reason.

(b) This Agreement may be terminated at any time upon the mutual written consent of the parties hereto, which writing shall state the effective date of termination.

(c) In the event that this Agreement is terminated under Section 19.2(a), Administrator shall promptly select a third-party administrator to perform the services required by this Agreement. Company shall have the right to consent to any such administrator selected by Administrator, such consent not to be unreasonably withheld. If Administrator fails to so select an administrator pursuant to this Section 19.2(c), Company shall select the administrator which may be Company or an Affiliate. In either case, Administrator shall pay all fees and charges imposed by the selected administrator and shall bear all transition costs associated with the transition of the performance of the services required under this Agreement to such administrator.

(d) In the event that this Agreement is terminated pursuant to this Section 19.2, Administrator shall cooperate fully in the transfer of services and the books and records maintained by Administrator pursuant to this Agreement (or, where appropriate, copies thereof) to the third-party administrator or Company (or an Affiliate) chosen pursuant to Section 19.2(c),

or as otherwise agreed in the event of a termination pursuant to Section 19.2(b), as applicable, so that such third-party administrator or Company (or an Affiliate), as the case may be, will be able to perform the services required under this Agreement without interruption following termination of this Agreement.

## ARTICLE XX

### MISCELLANEOUS PROVISIONS

Section 20.1. No Strict Construction Against the Drafter. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event that any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by all parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

Section 20.2. Waivers and Amendments; Remedies. This Agreement may not be amended, superseded, canceled, renewed or extended, and the terms hereof may not be waived, except by a written instrument signed by each of the parties hereto or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

Section 20.3. Entire Agreement. This Agreement and the Retained Business Reinsurance Agreement constitute the entire understanding of the parties hereto with respect to the transactions contemplated hereby, and supersede all prior agreements and understandings, written and oral, among the parties with respect to the subject matter hereof and thereof.

Section 20.4. Interpretation.

(a) The Exhibits and Schedules to this Agreement that are specifically referred to herein are a part of this Agreement as if fully set forth herein. When reference is made in this Agreement to any Section, Exhibit or Schedule, such reference is to a Section, Exhibit or Schedule of this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

(b) Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein," "hereby" and other words of similar import refer to this Agreement as a whole unless otherwise indicated. Whenever the singular is used herein, the same shall include the plural, and whenever the plural is used herein, the same shall include the singular, where appropriate. "Writing," "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented

from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person. References to "dollars" or "\$" are to the lawful currency of the United States. References to periods "from" or "through" any date mean, unless otherwise specified, from and including or through and including, respectively. Any reference to "days" means calendar days unless Business Days are expressly specified. If any action under this Agreement is required to be done or taken on a day that is not a Business Day, then such action shall be required to be done or taken not on such day but on the first succeeding Business Day thereafter.

(c) In the event of any inconsistency between the provisions of this Agreement and the provisions of the SPA with respect to Ceded Reinsurance Agreements or the Shared Reinsurance (as defined in the SPA), the terms of the SPA shall govern.

Section 20.5. Notices. All notices and other communications hereunder will be in writing, will be given by one or more of the following means and will be deemed given: (a) when delivered, if delivered in person, (b) upon confirmation of receipt, if transmitted by facsimile, or (c) on the Business Day on which delivered by an express courier (with confirmation) (or, if not delivered by on a Business Day, on the next Business Day), if delivered, in each case to a party at its address listed below (or at such other address as such party shall deliver to the other party by like notice):

To Company at:

[ ]  
[•]  
Telephone: [•]  
Facsimile: [•]  
Attention: [•]

with a copy (which shall not constitute notice to Company) to:

Edwards Wildman Palmer LLP  
750 Lexington Avenue  
New York, NY 10023  
Attention: Nick Pearson  
Telephone: (212) 912-2798  
Facsimile: (212) 308-4844

To Administrator at:

[Atlantic Specialty Insurance Company]<sup>8</sup>  
c/o OneBeacon Insurance Group LLC  
601 Carlson Parkway  
Minnetonka, MN 55305  
Telephone: [(952) 852-6731]

<sup>8</sup> If the ASIC/OSBIC Merger is effected prior to the Closing Date, the bracketed language will be replaced with "OneBeacon Specialty Insurance Company".

Facsimile: (952) 852-6024  
              [(888) 353-6247  
              (888) 862-8724]  
Attention: General Counsel

Section 20.6. Binding Effect. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any party hereto without the prior written consent of all other parties hereto. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 20.7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement, it being understood that all of the parties need not sign the same counterpart. Delivery of an executed counterpart by facsimile or other means of electronic transmission will have the same effect as manual delivery thereof.

Section 20.8. Governing Law.

(a) This Agreement and its enforcement will be governed by and interpreted in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such state without regard to the conflicts of law provisions thereof.

(b) Any proceeding brought with respect to this Agreement must be brought in any court of competent jurisdiction located in New York, New York and, by execution and delivery of this Agreement, each party (i) accepts, generally and unconditionally, the exclusive jurisdiction of such courts and any related appellate courts and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement and (ii) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum.

Section 20.9. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (III) IT MAKES SUCH WAIVER VOLUNTARILY, AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 20.9.

Section 20.10. Subcontracting. Administrator reserves the right to subcontract any Administrative Service to Affiliates and unaffiliated third parties (each a "Subcontractor"); provided, that (i) any Administrative Service provided by a Subcontractor shall be performed in accordance with the standards set forth in Article III of this Agreement, (ii) Administrator shall remain liable for compliance of such Subcontractors in all respects with the terms and conditions of this Agreement, and for all acts and omissions of such Subcontractors and their personnel and (iii) the appointment of any Subcontractor that is not an Affiliate of Administrator shall be subject to the prior written consent of Company (which consent shall not unreasonably be withheld) except if such Subcontractor (a) is being used immediately prior to the ASA Effective Date by Administrator or its Affiliates for similar services in respect of similar lines of insurance business to the Insurance Contracts or (b) is an appropriately licensed claims adjuster.

*(The remainder of this page is intentionally left blank.)*

IN WITNESS WHEREOF, Company and Administrator have executed this Administrative Services Agreement as of the date first above written.

**ONEBEACON INSURANCE COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

**[ATLANTIC SPECIALTY INSURANCE  
COMPANY]<sup>9</sup>**

By: \_\_\_\_\_  
Name:  
Title:

---

<sup>9</sup> If the ASIC/OSBIC Merger is effected prior to the Closing Date, the bracketed language will be replaced by "ONEBEACON SPECIALTY INSURANCE COMPANY".

EXHIBIT 3  
FORM OF RETAINED BUSINESS REINSURANCE AGREEMENT

**AMENDED AND RESTATED  
100% QUOTA SHARE REINSURANCE AGREEMENT (Specialty)**

THIS AGREEMENT dated as of [ ], 2013 by and between ONEBEACON INSURANCE COMPANY, a Pennsylvania corporation (the "Company"), having an address at [150 Royall Street, Canton, Massachusetts 02021], and [ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation (the "Reinsurer")],<sup>1</sup> having an address at 150 Royall Street, Canton, Massachusetts 02021 (this Agreement), amends and restates in its entirety that certain 100% Quota Share Reinsurance Agreement (Specialty) dated as of [October 1, 2012] by and between the Company and [the Reinsurer]<sup>2</sup> (the "Original Agreement").

RECITALS

This Agreement is being entered into pursuant to Section 2.2 of that certain Stock Purchase Agreement dated [ ], 2012 by and among OneBeacon Insurance Group LLC, Trebuchet US Holdings, Inc., and OneBeacon Insurance Group, Ltd. and Armour Group Holdings Limited (both for the limited purposes set forth in the SPA).

WITNESSETH:

In consideration of the mutual covenants contained herein, the Reinsurer hereby reinsures the Company to the extent and on the terms and conditions hereinafter set forth.

1. (a) "Actual Damages" means those amounts awarded to compensate for the actual damages sustained, and not awarded as a penalty, nor fixed in amount by statute;

(b) "Affiliate" means, with respect to any specified person or entity, any other person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified person or entity, provided, however, that neither White Mountains Insurance Group, Ltd. nor any Affiliate of White Mountains Insurance Group, Ltd. shall be deemed to be an Affiliate of the Reinsurer or any person or entity controlled by the Reinsurer other than OneBeacon Insurance Group, Ltd. and any person or entity controlled by OneBeacon Insurance Group, Ltd. For purposes of this definition, "control" (including the terms "controlled by" and "under common control with") with respect to the relationship between or among two (2) or more persons or entities, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity whether through the ownership of voting securities, by contract or otherwise;

(c) "ASA" means the Administrative Services Agreement (the "ASA"), dated [ ], between the Company and the Reinsurer as the administrator;

<sup>1</sup> The Restructuring contemplates that ASIC will be merged into a new Pennsylvania domiciled insurance company, OneBeacon Specialty Insurance Company ("OBSIC"), prior to the Closing Date. In the event that merger (the "ASIC/OBSIC Merger") is effected prior to the Closing Date, the bracketed language will be replaced by "OneBeacon Specialty Insurance Company, a Pennsylvania corporation and the successor-by-merger to Atlantic Specialty Insurance Company, New York corporation (the "Reinsurer")".

<sup>2</sup> If the ASIC/OBSIC Merger is effected prior to the Closing Date, the bracketed language will be replaced with "Atlantic Specialty Insurance Company".

(d) "Extracontractual Damages" means any and all costs, expenses, damages, liabilities or obligations of any kind or nature (including without limitation attorneys fees, consequential and incidental damages, Actual Damages, Punitive and Exemplary Damages, and Statutory Penalties) which arise out of, result from or relate to any act or omission, whether or not in bad faith, intentional, willful, negligent, reckless, careless or otherwise, in connection with a Policy or any of the Liabilities, and which are not contractually covered by the express terms and conditions of such Policy;

(e) The term "Liabilities" shall include reserves for unearned premiums, losses (both reported and incurred but not reported), Extracontractual Damages, any loss in excess of the limits arising under or covered by a Policy, and Loss Adjustment Expenses (both reported and incurred but not reported), and all outstanding underwriting and other expenses, as evidenced by the books and records of the Company, but shall not include separate company liabilities of a non-underwriting or administrative nature which may arise from time to time, including without limitation inter-company balances, liabilities for Federal income taxes, expenses and taxes related to the ownership of real estate, liabilities incurred in connection with investment transactions, or liabilities for dividends to shareholders; provided, however, that Liabilities shall specifically exclude liabilities related to Runoff Policies and Extracontractual Damages arising from any action of the Company following [ ], 2013, unless such action was taken at the direction of or with the consent of the Reinsurer.

(f) "Loss Adjustment Expenses" means reasonable and customary out-of-pocket costs and expenses paid by the Company for the investigation, adjustment, litigation (including without limitation reasonable attorneys' fees) and settlement of claims, as distinguished from the amount of a claimant's recovery from the Company in connection with such claimant's Policy, but not including (i) the office expenses of the Company and the salaries and expenses of its employees, or (ii) any costs and expenses paid directly or otherwise covered by the Reinsurer in its capacity as the administrator under the ASA;

(g) "Policy" means a Specialty Lines contract or policy of insurance issued by the Company or one of its Affiliates;

(h) "Punitive and Exemplary Damages" means those damages awarded as a penalty, the amount of which is neither governed nor fixed by statute;

(i) "Retained Business Reinsurance Agreement" has the meaning ascribed to that term in the SPA;

(j) "Runoff Business" has the meaning ascribed to that term in the Retained Business Reinsurance Agreement;

(k) "Runoff Policies" has the meaning ascribed to the term "Policies" in the Retained Business Reinsurance Agreement;

(l) "SPA" means the Stock Purchase Agreement, dated as of [●], 2012, by and between OneBeacon Insurance Group LLC, Trebuchet US Holdings, Inc.,

and OneBeacon Insurance Group, Ltd. and Armour Group Holdings Limited (both for the limited purposes set forth in the SPA);

(m) "Specialty Lines" means (i) any industry-segmented business or risk, regardless of size, type or class of business or risk, where the market, industry or program is a clearly defined group of insureds with predominately similar risk characteristics and where the policy forms, marketing, underwriting, claims or loss control functions are designed for the unique characteristics of the market, industry or program, reasonably and in good faith characterized by Company, Reinsurer and their affiliates as specialty business or risk, together with those commercial coverages necessary to write the entire account, and (ii) any other insurance or reinsurance business of the Company other than the Runoff Business pursuant to Runoff Policies; and

(n) "Statutory Penalties" are those amounts awarded as a penalty, but are fixed in amount by statute.

All accounting terms used herein and not otherwise defined shall, where the context reasonably allows, have the same meanings as in the Company's Annual Statements filed with the Pennsylvania Insurance Department.

2. This Agreement shall be effective as of 12:01 a.m. on [October 1, 2012] (the "Effective Date"), and shall apply to all Specialty Lines insurance risks of every nature whatsoever (a) underwritten or assumed by the Company on or after October 1, 2012 or (b) outstanding as of the Effective Date and to all such risks thereafter underwritten or assumed by the Company during the continuance of this Agreement.

3. The Company hereby cedes and transfers to the Reinsurer, and the Reinsurer hereby reinsures and assumes from the Company, all Liabilities incurred under or in connection with all Specialty Lines Policies issued by the Company on or prior to the Effective Date.

4. The Company hereby agrees to cede and transfer to the Reinsurer, and the Reinsurer hereby agrees to reinsure and assume from the Company, automatically from inception, all Liabilities of the Company incurred under or in connection with all Specialty Lines Policies issued by it after the Effective Date.

5. The Company hereby agrees that all reinsurance with third parties effected on all Specialty Lines Policies issued by the Company before, on or after the Effective Date shall be considered as effected by the Reinsurer. In the event of any inconsistency between the provisions of this Agreement and the provisions of the SPA with respect to reinsurance with third parties or Shared Reinsurance (as defined in the SPA), the terms of the SPA shall govern.

6. In consideration of the agreements of the Reinsurer herein contained, the Company hereby agrees to assign and transfer to the Reinsurer an amount in cash or other assets equal to the aggregate of the Company's Liabilities assumed by the Reinsurer as of the Effective Date.

7. As of the Effective Date, the Company hereby authorizes and empowers the Reinsurer to collect and receive all premiums and to take charge of, adjust and pay all losses with respect to any and all Specialty Lines Policies previously or thereafter issued by the Company and to reinsure or cancel all such contracts and in all respects to act as though said Specialty Lines Policies were issued by the Reinsurer. The Company also authorizes and empowers the Reinsurer to perform and the Reinsurer hereby agrees to perform on behalf of the Company various services necessary in the performance of the insurance and related operations of the Company in connection with such Specialty Lines Policies, including without limitation policy development, marketing, underwriting, policy administration, loss settlement, human resources, purchasing, accounting, maintenance of books and records, data processing, tax and investment advisory and compliance services, and facilities management. Coincident with the exercise by the Reinsurer of the authority granted hereunder either in whole or in part, the Reinsurer agrees to pay, in the first instance, all losses and loss adjustment expenses with such Specialty Lines Policies and all of the Company's underwriting, administrative and other expenses related to the Specialty Lines business. The provisions of this Section 7 shall be subject to the ASA.

8. The Company hereby sells, transfers and assigns and the Reinsurer hereby purchases all right, title and interest of the Company in and to assets relating to the Specialty Lines business, including but not limited to its agents' balances, uncollected premiums, premium notes receivable, amounts due for inspection services and other functions relating to underwriting operations, and any other underwriting assets and fixed assets that may relate to the Specialty Lines Policies existing or arising after the Effective Date as mutually agreed by the Company and the Reinsurer.

9. It is agreed that the obligations of either party under this Agreement to transfer cash or other assets to the other party may be offset by the reciprocal obligations of the other party so that only net amounts shall be required to be transferred.

10. The conditions of the reinsurance under this Agreement shall in all cases be identical with the conditions of the original Specialty Lines Policies and their resulting obligations.

11. Except as otherwise required by the context of this Agreement, the amounts of all payments due under this Agreement shall be determined on the basis of the Company's Annual Statements filed with the Pennsylvania Insurance Department.

12. All premium collections, loss and loss adjustment expense payments, commissions and all other underwriting expense payments of any kind under this Agreement shall be settled between the parties no later than sixty (60) days following the close of each calendar quarter.

13. This Agreement may be terminated (a) at any time upon mutual agreement of both parties, or (b) at the end of any calendar quarter of any year by either party sending to the other, by certified or registered mail to its principal office, notice at least 90 days prior to the end of such calendar quarter. Upon termination of this Agreement, the liability of the Reinsurer with respect to Policies in force at the time and date of termination shall continue and all of the provisions hereof shall survive such termination until the

expiration, cancellation or next anniversary date, not to exceed one year, of each such Policy of the Company, whichever occurs first. When all reinsurance under this Agreement has expired or terminated, the Reinsurer shall return to the Company the reinsurance premium unearned, if any, calculated on the monthly pro rata basis, less the commission previously allowed thereon; provided that, (i) so long as the Reinsurer shall have Fronting Authority (as defined in the SPA) or the Company shall not have any required approval to withdraw from the Specialty Lines in any jurisdiction, the Reinsurer, or (ii) prior to the earlier to occur of the end of the Licensing Period (as defined in the SPA), subject to any extension of the Licensing Period in accordance with the terms of the SPA, or the receipt by the Reinsurer or one of its Affiliates of appropriate policy issuance authority in each jurisdiction to which the Fronting Authority applies, the Company, may not terminate this Agreement pursuant to subsection (b).

14. The reinsurance provided by this Agreement and each and every reinsurance agreement heretofore or hereafter entered into by and between the parties hereto shall be payable by the Reinsurer directly to the Company or to its liquidator, receiver or statutory successor on the basis of the liability of the Company under the contract or contracts reinsured without diminution because of the insolvency of the Company. In the event of the insolvency of the Company, the liquidator, receiver or statutory successor of the Company shall give written notice of the pendency of each claim against the Company on a policy or bond reinsured within a reasonable time after such claim is filed in the insolvency proceeding; and during the pendency of such claim, the Reinsurer may investigate such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated any defense or defenses which it may deem available to the Company, its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the Company as part of the expense of liquidation to the extent of such proportionate share of the benefit as shall accrue to the Company solely as a result of the defense undertaken by the Reinsurer. The reinsurance shall be payable as hereinbefore in this paragraph provided except (a) where the contract specifically provides another payee of such reinsurance in the event of the insolvency of the Company and (b) where the Reinsurer with the consent of the direct insured or insureds has assumed such policy obligations of the Company as direct obligations of the Reinsurer to the payees under such policies and in substitution for the obligations of the Company to such payees.

15. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

16. This Agreement cannot be changed, amended, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the same is sought.

17. This Agreement constitutes the entire agreement between the parties with respect to the business being reinsured hereunder, and there are no understandings between the parties other than as expressed in this Agreement.

18. Credit for Reinsurance. The Reinsurer acknowledges that the Company's ability to obtain full credit on its statutory financial statements for the reinsurance provided

by this Agreement is an essential and material part of this transaction, failing which it will not fulfill its intended purpose. The Reinsurer shall promptly notify the Company of any event or change or condition that is reasonably likely to result in the Reinsurer ceasing to be authorized to engage in the business of insurance or reinsurance in the Commonwealth of Pennsylvania. In the event that Reinsurer ceases to be so authorized, it shall immediately take such steps as are necessary to (a) restore such license and authority, (b) become accredited as a reinsurer in the Commonwealth of Pennsylvania, or (c) establish a qualified trust fund or provide a letter of credit, in each case, such that the Company shall be able to obtain full credit on its statutory financial statements for the reinsurance provided by this Agreement in Pennsylvania.

19. Arbitration. (a) The parties hereto agree to act in all things with the highest good faith. However, in the event the parties hereto cannot mutually resolve a dispute or claim which arises out of, or in connection with this Agreement, the parties hereto agree that the dispute or claim shall be submitted to binding arbitration, regardless of the insolvency, bankruptcy, rehabilitation or liquidation of either party, unless the conservator, receiver, liquidator, or statutory successor is specifically exempted from an arbitration proceeding by applicable state law. Any arbitration shall be based upon the Procedures for the Resolution of U.S. Insurance and Reinsurance Disputes dated September 2009 (the "Procedures") -- Regular Panel Version, and as supplemented or limited by this Section 19. In the event of any conflict between the Procedures and this Section, this Section, and not the Procedures, will control.

(b) Notice. Either party may initiate arbitration by providing written notification to the other party. Such written notice shall contain a brief statement of the issue(s), the failure on behalf of the parties to reach amicable agreement and the date of demand for arbitration. The party to which the notice is sent will respond to the notification in writing, within ten (10) days of its receipt. Any notice provided by either party under this provision shall be given as provided in Section 20.

(c) Panel. The arbitration panel (the "Panel") shall consist of three disinterested arbitrators, one to be appointed by the Company, one to be appointed by the Reinsurer and the third to be appointed by the two party-appointed arbitrators. The third arbitrator shall serve as the umpire, who shall be neutral. The arbitrators and umpire shall be persons who are current or former officers or executives of a property and casualty insurer or reinsurer, other than the parties or their Affiliates or subsidiaries, with more than ten (10) years property and casualty insurance experience. The arbitrators will regard this Agreement from the standpoint of practical business and equitable principles rather than that of strict law.

(d) Procedure.

(i) Within thirty (30) days of the commencement of the arbitration proceeding, each party shall provide the other party with the identification of its party-appointed arbitrator, and his or her address (including telephone, fax and e-mail information), a copy of the arbitrator's curriculum vitae and a completed Procedures Candidate Questionnaire, as provided for in the Procedures. If either party fails to appoint an arbitrator within that thirty (30) day period, the non-

defaulting party will appoint an arbitrator to act as the party-appointed arbitrator for the defaulting party. The two party-appointed arbitrators shall seek to reach agreement on an umpire as soon as practical but no later than thirty (30) days after the appointment of the second arbitrator. The party-appointed arbitrators may consult, in confidence, with the party who appointed them concerning the appointment of the umpire.

(ii) Where the two party-appointed arbitrators have failed to reach agreement on an umpire within thirty (30) days, as specified in subsection (i) of this subsection (d), an umpire shall be selected in accordance with Section 6.7 of the Procedures from potential umpires selected by each party from the Certified Umpire List maintained by ARIAS (US). The expense of the appointment of the umpire shall be borne equally by each party to this Agreement.

(iii) The Panel may, in its sole discretion, make orders and directions as it considers to be necessary for the final determination of the matters in dispute. Such orders and directions may be necessary with regard to pleadings, discovery, inspection of documents, examination of witnesses and any other matters relating to the conduct of the arbitration. The Panel will have the widest discretion permissible under the law and practice of the place of arbitration when making such orders or directions.

(iv) The Panel will base their decision on the terms and conditions of this Agreement plus, as necessary, on the customs and practices of the property and casualty insurance and reinsurance industry rather than solely on a strict interpretation of the applicable law; there will be no appeal from their decision, and should either party fail to comply with the decision of the arbitrators, the other party shall have the right to seek and receive the assistance of any court having jurisdiction of the subject matter to enforce the decision of the arbitrators by having the arbitrators' decision reduced to judgment.

(e) Place of Arbitration. The arbitration shall take place in New York, New York and shall commence no later than ninety (90) days after the appointment of the umpire.

(f) Venue. The federal and state courts of the State of New York sitting in New York County shall have exclusive jurisdiction over any and all court proceedings that either party may initiate to compel arbitration or to enforce or confirm an arbitration award, each party hereby submitting to the personal jurisdiction thereof, and the parties agree not to raise the objection that such courts are not a convenient forum.

(g) Arbitration Settlement. The decision of the Panel shall be in writing and delivered to the parties promptly following the close of the arbitration proceedings, and shall be final and binding on the parties.

(h) Arbitration Costs. Each party shall bear the expense of its own arbitration, including its arbitrator and outside attorney fees, and jointly and equally bear with the other party the expenses of the umpire. Any remaining costs of the arbitration

shall be determined by the Panel, which may take into account the law and practice of the place of arbitration.

20. Notices. All notices, requests, claims, demands or other communications hereunder shall be deemed to have been duly given and made if in writing and (a) at the time personally delivered if served by personal delivery upon the party for whom it is intended, (b) at the time received if delivered by registered or certified mail (postage prepaid, return receipt requested) or by a national courier service (delivery of which is confirmed), or (c) upon confirmation if sent by facsimile; in each case to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

to the Reinsurer:

Telephone:   
Facsimile:   
Attention:

with a copy (which shall not constitute notice to Reinsurer for the purposes of this Section 20) to:

Mayer Brown LLP  
71 South Wacker Drive  
Chicago, Illinois 60606  
Telephone: (312) 782-0600  
Facsimile: (312) 701-7711  
Attention: Edward S. Best

to the Company:

Telephone:   
Facsimile:   
Attention:

with a copy (which shall not constitute notice to the Company for the purposes of this Section 20) to:

Edwards Wildman Palmer LLP  
750 Lexington Avenue  
New York, NY 10022  
Telephone: (212) 912-2789  
Facsimile: (212) 308-4844

Attention: Nick Pearson

21. Governing Law. This Agreement and its enforcement will be governed by, and interpreted in accordance with, the laws of the State of New York applicable to agreements made and to be performed entirely within such state without regard to the conflicts of law provisions thereof.

22. Reports; Access to Records. All reporting for the reinsurance provided under this Agreement and access to records relating thereto shall be provided in accordance with the ASA.

23. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is found by a court or other Governmental Authority of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as would be enforceable.

24. Survival. Notwithstanding the provisions of Section 13, Sections 9, 12, 13 through 17 and 19 through 24 shall survive the termination or expiration of this Agreement.

25. Counterparts. This Agreement may be executed in any number of counterparts, which may be facsimile or email counterparts, and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Agreement taken together shall constitute but one and the same instrument.

*[signature page follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

**ONEBEACON INSURANCE COMPANY**

Attest:

By \_\_\_\_\_

\_\_\_\_\_  
Secretary

**[ATLANTIC SPECIALTY INSURANCE COMPANY]<sup>3</sup>**

Attest:

By \_\_\_\_\_

\_\_\_\_\_  
Secretary

<sup>3</sup> If the ASIC/OSBIC Merger is effected prior to the Closing Date, the bracketed language will be replaced by "ONEBEACON SPECIALTY INSURANCE COMPANY".  
AM 17407737.6

EXHIBIT 4  
FORM OF RUN-OFF BUSINESS ADMINISTRATIVE SERVICES AGREEMENT

---

**RUNOFF BUSINESS ADMINISTRATIVE SERVICES AGREEMENT**

**by and between**

**ONEBEACON INSURANCE COMPANY**

**and**

**[ATLANTIC SPECIALTY INSURANCE COMPANY]<sup>1</sup>**

**Dated as of \_\_\_\_\_, 2013 [Closing Date]**

---

<sup>1</sup> The Restructuring contemplates that ASIC will be merged into a new Pennsylvania domiciled insurance company, OneBeacon Specialty Insurance Company ("OBSIC"), prior to the Closing Date. In the event that merger (the "ASIC/OBSIC Merger") is effected prior to the Closing Date, the bracketed language will be replaced by "ONEBEACON SPECIALTY INSURANCE COMPANY".

**TABLE OF CONTENTS**

|   | <b>Page</b> |
|---|-------------|
| <b>ARTICLE I DEFINITIONS</b> .....  | 1           |
| <b>ARTICLE II AUTHORITY</b> .....   | 4           |
| Section 2.1. Appointment.....   | 4           |
| Section 2.2. Excluded Liabilities.....  | 5           |
| <b>ARTICLE III STANDARD FOR SERVICES</b> .....                                    | 5           |
| Section 3.1. Standards.....   | 5           |
| <b>ARTICLE IV RENEWALS OF ADDITIONAL CONTRACTS</b> .....                          | 5           |
| Section 4.1. Renewals.....  | 5           |
| <b>ARTICLE V CLAIMS HANDLING</b> .....  | 6           |
| Section 5.1. Claim Administration Services.....                                   | 6           |
| Section 5.2. Description of Claim Administration Services.....                    | 6           |
| <b>ARTICLE VI REGULATORY AND LEGAL PROCEEDINGS</b> .....                          | 7           |
| Section 6.1. Regulatory Complaints and Proceedings.....                           | 7           |
| Section 6.2. Legal Proceedings.....   | 7           |
| Section 6.3. Notice to Administrator.....   | 8           |
| Section 6.4. Defense of Regulatory and Legal Proceedings.....                     | 8           |
| <b>ARTICLE VII NOTIFICATIONS</b> .....  | 9           |
| Section 7.1. Notification to Policyholders.....                                   | 9           |
| <b>ARTICLE VIII BILLINGS AND COLLECTIONS</b> .....                                | 9           |
| Section 8.1. Billing and Collection Services.....                                 | 9           |
| <b>ARTICLE IX QUARTERLY PREMIUM TAX AND INSOLVENCY FUND<br/>ACCOUNTINGS</b> ..... | 9           |
| Section 9.1. Quarterly Accountings.....   | 9           |
| Section 9.2. Adjustments Regarding Quarterly Accountings.....                     | 10          |
| <b>ARTICLE X CERTAIN ACTIONS BY COMPANY</b> .....                                 | 10          |
| Section 10.1. Filings.....  | 10          |
| Section 10.2. Annual Adjustment.....  | 10          |
| <b>ARTICLE XI REGULATORY MATTERS AND REPORTING</b> .....                          | 11          |
| Section 11.1. Regulatory Compliance and Reporting.....                            | 11          |
| Section 11.2. Reporting and Accounting.....                                       | 12          |
| <b>ARTICLE XII MISCELLANEOUS ADMINISTRATIVE SERVICES</b> .....                    | 13          |
| Section 12.1. Miscellaneous Administrative Services.....                          | 13          |
| <b>ARTICLE XIII BOOKS AND RECORDS</b> .....                                       | 14          |
| Section 13.1. Records.....  | 14          |
| Section 13.2. Access.....   | 14          |
| <b>ARTICLE XIV COOPERATION</b> .....  | 15          |

**TABLE OF CONTENTS**  
(continued)

|   | <i>Page</i> |
|---|-------------|
| Section 14.1. Cooperation.....                                    | 15          |
| <b>ARTICLE XV PRIVACY REQUIREMENTS .....</b>                      | <b>15</b>   |
| Section 15.1. Use of Confidential Information.....                | 15          |
| Section 15.2. Privacy Requirements.....                           | 15          |
| <b>ARTICLE XVI COMPENSATION FOR ADMINISTRATIVE SERVICES .....</b> | <b>16</b>   |
| Section 16.1. Compensation.....                                   | 16          |
| <b>ARTICLE XVII BANK ACCOUNTS; USE OF COMPANY MARKS .....</b>     | <b>17</b>   |
| Section 17.1. Direct Payment.....                                 | 17          |
| Section 17.2. Bank Accounts.....                                  | 17          |
| Section 17.3. Trademarks and Letterhead.....                      | 17          |
| <b>ARTICLE XVIII INDEMNIFICATION.....</b>                         | <b>18</b>   |
| Section 18.1. Indemnification.....                                | 18          |
| Section 18.2. Indemnification Procedures.....                     | 19          |
| <b>ARTICLE XIX DURATION; TERMINATION .....</b>                    | <b>21</b>   |
| Section 19.1. Duration.....                                       | 21          |
| Section 19.2. Termination.....                                    | 21          |
| <b>ARTICLE XX MISCELLANEOUS PROVISIONS .....</b>                  | <b>22</b>   |
| Section 20.1. No Strict Construction Against the Drafter.....     | 22          |
| Section 20.2. Waivers and Amendments; Remedies.....               | 22          |
| Section 20.3. Entire Agreement.....                               | 22          |
| Section 20.4. Interpretation.....                                 | 22          |
| Section 20.5. Notices.....  | 23          |
| Section 20.6. Binding Effect.....                                 | 24          |
| Section 20.7. Counterparts.....                                   | 24          |
| Section 20.8. Governing Law.....                                  | 24          |
| Section 20.9. Waiver of Jury Trial.....                           | 24          |
| Section 20.10. Subcontracting.....                                | 25          |

## RUNOFF BUSINESS ADMINISTRATIVE SERVICES AGREEMENT

This RUNOFF BUSINESS ADMINISTRATIVE SERVICES AGREEMENT (this "Agreement"), effective as of [●], 2013 (the "ASA Effective Date"), is entered into by and between OneBeacon Insurance Company, an insurance company organized under the laws of the Commonwealth of Pennsylvania ("Administrator") and [Atlantic Specialty Insurance Company, a New York domiciled insurance company ("Company")].<sup>2</sup>

### RECITALS:

**WHEREAS**, [Company]<sup>3</sup> and Administrator entered into a 100% Quota Share Reinsurance Agreement (Runoff) effective as of the Effective Date (as defined in the Runoff Business Reinsurance Agreement), as amended and restated as of the date hereof pursuant to the Amended and Restated 100% Quota Share Reinsurance Agreement (Runoff) between Company and Administrator (the "Runoff Business Reinsurance Agreement"), pursuant to which Administrator as the reinsurer reinsures, on a 100% quota share basis, the Liabilities (as defined in the Runoff Business Reinsurance Agreement) of Company under the Insurance Contracts, on the terms and conditions set forth therein; and

**WHEREAS**, Company wishes to appoint Administrator to provide administrative services with respect to the Insurance Contracts as set forth herein, and Administrator desires to provide such administrative services.

**NOW, THEREFORE**, in consideration of the covenants and agreements set forth herein, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS

The following terms shall have the respective meanings set forth below throughout this Agreement:

"Administrative Services" shall have the meaning set forth in Section 2.1.

"Administrator" shall have the meaning set forth in the introductory paragraph.

"Affiliate" shall mean, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person; *provided, however*, that neither White Mountains Insurance Group, Ltd. nor any Affiliate of White Mountains Insurance Group, Ltd. shall be deemed to be

<sup>2</sup> If the ASIC/OSBIC Merger is effected prior to the Closing Date, the bracketed language will be replaced with "OneBeacon Specialty Insurance Company, a Pennsylvania corporation and the successor-by-merger to Atlantic Specialty Insurance Company, New York corporation ("Company")"

<sup>3</sup> If the ASIC/OSBIC Merger is effected prior to the Closing Date, the bracketed language will be replaced with "Atlantic Specialty Insurance Company".

an Affiliate of Company or Administrator or any Person controlled by Company or Administrator other than OneBeacon Insurance Group, Ltd. and any Person controlled by OneBeacon Insurance Group, Ltd. For purposes of this definition, “control” (including the terms “controlled by” and “under common control with”) with respect to the relationship between or among two (2) or more Persons, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person whether through the ownership of voting securities, by contract or otherwise.

“Agreement” shall have the meaning set forth in the introductory paragraph.

“Annual Adjustment” shall have the meaning set forth in Section 10.2.

“Applicable Law” shall mean any federal, state or local statute, law, ordinance, rule, regulation, order, writ, injunction, judgment, decree, directive, principle of common law or written interpretation of any of the foregoing by a Governmental Authority applicable to a Person or any such Person’s subsidiaries, properties, assets, officers, directors, employees or agents.

“ASA Effective Date” shall have the meaning set forth in the introductory paragraph.

“Bank Accounts” shall have the meaning set forth in Section 17.2.

“Business Day” shall mean any day other than a Saturday, a Sunday or a day on which banks in New York, New York are authorized or obligated by Applicable Law to close for regular banking business.

“Ceded Reinsurance Agreements” shall mean, to the extent that such treaties or agreements, including any facultative reinsurance, relate to or inure to the Insurance Liabilities, (a) all reinsurance and retrocession treaties and agreements pursuant to which Company or any of Company’s Affiliates has ceded liabilities to unaffiliated reinsurers with respect to the Insurance Liabilities that were in force on the date hereof, and (b) any such treaty or agreement that is terminated or expired but under which Company may continue to receive reinsurance coverage.

“Claim” shall have the meaning set forth in Section 5.1.

“Claim Notice” shall have the meaning set forth in Section 18.2.

“Claimant” shall have the meaning set forth in Section 5.2.

“Commissions” shall mean all commissions, expense allowances, and other fees and compensation owed to producers.

“Company” shall have the meaning set forth in the introductory paragraph.

“Effective Date” shall mean the effective date of the Runoff Business Reinsurance Agreement.

“Excluded Liabilities” shall mean (a) any assessment or similar charges in connection with guaranty fund or risk pool participation other than those that constitute Insurance Liabilities; (b) premiums, payments or other consideration (including profit sharing commissions due under the

“Post-ASA Effective Date Assessments” shall have the meaning set forth in Section 9.1.

“Premium Tax Credit” shall have the meaning set forth in Section 10.2.

“Privacy Laws” shall mean any laws, statutes, rules, regulations, codes, orders, decrees, and rulings thereunder of any federal, state, regional, county, city, municipal or local government of the United States or any other country having applicable jurisdiction that relate to privacy, data protection or data transfer issues.

“Quarterly Accounting” shall have the meaning set forth in Section 9.1.

“Quarterly Premium Tax Accounting” shall have the meaning set forth in Section 9.1.

“Quarterly Report” shall have the meaning set forth in Section 11.2.

“Runoff Business” shall have the meaning set forth in the Runoff Business Reinsurance Agreement.

“Runoff Business Reinsurance Agreement” shall have the meaning set forth in the recitals.

“SPA” shall mean the Stock Purchase Agreement, dated as of [●], 2012, by and between OneBeacon Insurance Group LLC, Trebuchet US Holdings, Inc., and OneBeacon Insurance Group, Ltd. and Armour Group Holdings Limited (both for the limited purposes set forth in the SPA).

“Specialty Lines” shall have the meaning set forth in the Runoff Business Reinsurance Agreement.

“Subcontractor” shall have the meaning set forth in Section 20.10.

“Subsidiary” shall have the meaning set forth in the SPA.

“Third Party Claim” shall have the meaning set forth in Section 18.2.

“Trademarks” shall have the meaning set forth in Section 17.3.

## ARTICLE II

### AUTHORITY

Section 2.1. Appointment. Subject to Section 2.2, Company hereby appoints Administrator, and Administrator hereby accepts appointment, from and after the ASA Effective Date, to provide (either itself or through one or more Affiliates of Administrator) all administrative, reporting and other services relating to the Insurance Contracts, including without limitation the services described in Articles V through VIII, XI and XII hereof (the “Administrative Services”). Company hereby appoints Administrator to act as its exclusive agent and in its name as attorney-in-fact with regard to all such matters as are reasonably necessary for purposes of performing the Administrative Services for so long as Administrator is

authorized hereunder to provide the Administrative Services. Notwithstanding any other provision of this Agreement to the contrary, Company shall have the right to direct Administrator to perform any action necessary for the Insurance Contracts or the administration thereof or for the Claims or Ceded Reinsurance Agreements to comply with Applicable Law, or to cease performing any action with respect to the Insurance Contracts that constitutes a violation of Applicable Law.

Section 2.2. Excluded Liabilities. Notwithstanding any other provision of this Agreement to the contrary, in no event shall Administrator be responsible hereunder for providing any services of any nature whatsoever or incurring any liabilities or expenses of any nature whatsoever relating to the Excluded Liabilities.

### ARTICLE III

#### STANDARD FOR SERVICES

Section 3.1. Standards. (a) Administrator acknowledges that the performance of the Administrative Services in an accurate and timely manner is of paramount importance to Company. All of the Administrative Services shall be performed by Administrator in a competent and professional manner. Without limiting the foregoing, Administrator shall provide the Administrative Services in accordance with (i) the terms of this Agreement, (ii) Applicable Law, including maintenance by Administrator of all licenses, authorizations, permits and qualifications from Governmental Authorities necessary to perform the Administrative Services required by this Agreement, (iii) the terms of the Insurance Contracts, and (iv) standards of service that, taken as a whole, are at least comparable to those utilized by Administrator for its own insurance and reinsurance business (other than the reinsurance assumed by Administrator as the reinsurer under the Runoff Business Reinsurance Agreement).

(b) Administrator shall at all times maintain sufficient facilities and trained personnel of the kind necessary to perform its obligations under this Agreement in accordance with the performance standards set forth herein.

### ARTICLE IV

#### RENEWALS OF ADDITIONAL CONTRACTS

Section 4.1. Renewals. (a) Subject to the terms and conditions set forth herein, Company agrees that, on and after the ASA Effective Date, Administrator shall have the exclusive authority to revise and amend Insurance Contracts utilizing approved forms.

(a) With regard to the authority of Administrator set forth in Section 4.1(a), Administrator shall prepare and provide to Policyholders all revisions to the Insurance Contracts that are made due to changes to the applicable contract forms that are required by Applicable Law or which Administrator elects to make on behalf of Company as permitted by the terms of the Insurance Contracts, Applicable Law and this Agreement.

(b) Administrator must obtain the prior written approval of Company before implementing, or making any filing with respect to the implementation of, any change to the

rates, rules or policy forms used by Company with respect to Insurance Contracts, unless such change is required by Applicable Law, such approval not to be unreasonably withheld, conditioned or delayed. Company will be deemed to have approved any proposed change if Company fails to object within ten (10) Business Days of their receipt of notice of such change from or on behalf of Administrator.

(c) Notwithstanding anything to the contrary contained herein, Administrator shall have no authority to renew, reinstate or replace any Insurance Contract except during the Licensing Period (as defined in the SPA) pursuant to the Fronting Obligation (as defined in the SPA).

## ARTICLE V

### CLAIMS HANDLING

The Administrative Services with respect to Claims shall include the following:

Section 5.1. Claim Administration Services. Administrator shall acknowledge, consider, review, investigate, deny, settle, pay or otherwise dispose of each claim in connection with an Insurance Contract (each, a "Claim" and collectively, the "Claims"). Administrator shall pay from its own funds in accordance with Article XVII all Claims and associated expenses that constitute Insurance Liabilities.

Section 5.2. Description of Claim Administration Services. Without limiting the foregoing, Administrator shall perform the following services in connection with the Claims, as appropriate:

- (i) provide claimants and their authorized representatives (collectively, "Claimants") with claim forms and explanatory guidance as required by Applicable Law;
- (ii) establish, maintain and organize claim files and maintain and organize other claims-related records;
- (iii) conduct an investigation of each Claim, including the identification of any coverage issues arising from the facts and circumstances of the Claim;
- (iv) adjust and manage each Claim;
- (v) prepare and distribute to the appropriate recipients any reports required by Applicable Law;
- (vi) respond to all written or oral claims-related communications as required by Applicable Law; and
- (vii) maintain a complaint log with respect to the Claims in accordance with applicable requirements of Governmental Authorities and provide a copy

of such log, continuously updated through the last day of each calendar quarter during the term of this Agreement, to Company upon request.

## ARTICLE VI

### REGULATORY AND LEGAL PROCEEDINGS

Section 6.1. Regulatory Complaints and Proceedings. The Administrator shall:

- (i) promptly notify Company of any Claims or non-Claims payment related complaints, inquiries or proceedings initiated by a Governmental Authority involving the Insurance Contracts, Claims or the Ceded Reinsurance Agreements, and prepare and send to the applicable Governmental Authority, with a copy to Company, a response within the Governmental Authority's requested time frame for response or if no such time frame is provided, within the time frame as allowed by Applicable Law;
- (ii) except as set forth herein, following receipt of notice thereof, supervise and control the investigation, contest, defense and/or settlement of all complaints, inquiries and proceedings by Governmental Authorities involving the Insurance Contracts, Claims or the Ceded Reinsurance Agreements at its own cost and expense, and in the name of Company when necessary, including those investigations, contests, defenses and settlements initiated prior to the ASA Effective Date and pending on the ASA Effective Date; and
- (iii) upon Company's request, provide to Company a report in a form mutually agreed by the parties summarizing the nature and status of any such complaints, inquiries or proceedings by Governmental Authorities, the alleged actions or omissions giving rise to such complaints, inquiries or proceedings and copies of any files or other documents that Company may reasonably request in connection with its review of these matters.

Section 6.2. Legal Proceedings. Administrator shall:

- (i) notify Company promptly of any lawsuit, action, arbitration or other dispute resolution proceedings that are instituted or threatened with respect to any matter relating to the Insurance Contracts, Claims or the Ceded Reinsurance Agreements ("Legal Proceeding(s)"), in no event more than twenty (20) Business Days after receipt of notice thereof;
- (ii) except as set forth herein, following receipt of notice thereof, supervise and control the investigation, contest, defense and/or settlement of all Legal Proceedings at its own cost and expense, and in the name of Company when necessary, including those Legal Proceedings initiated prior to the ASA Effective Date and pending on the ASA Effective Date; and

- (iii) keep Company fully informed of all material developments of all Legal Proceedings and, upon Company's request, provide to Company a report summarizing the nature and status of any Legal Proceedings, the alleged actions or omissions giving rise to such Legal Proceedings and copies of any files or other documents that Company may reasonably request in connection with their review of these matters.

Section 6.3. Notice to Administrator. In no event more than twenty (20) Business Days after Company's receipt of written notice of any such Legal Proceeding or Claim, Company shall give prompt notice to Administrator of any Legal Proceeding or Claim made or brought against Company arising under or in connection with the Insurance Contracts, Claims or the Ceded Reinsurance Agreements not made against or, to the Company's knowledge, not served on Administrator or a Subcontractor after the ASA Effective Date, and shall promptly furnish to Administrator copies of all pleadings in connection therewith that are received by Company, in no event more than twenty (20) Business Days after receipt of notice thereof, and upon written request therefor any files or other documents that Administrator may reasonably request in connection with its review of any such Legal Proceeding or Claim. Administrator shall assume the defense of Company in all such Legal Proceedings and Claims.

Section 6.4. Defense of Regulatory and Legal Proceedings. Notwithstanding anything in this Agreement to the contrary, Company shall have the right to engage its own separate legal representation, at its own expense, and to participate fully in the defense of any Legal Proceedings or complaints, inquiries or proceedings by Governmental Authorities with respect to the Insurance Contracts, Claims or Ceded Reinsurance Agreements in which Company is a named or interested party without waiving any right to indemnification Company may have hereunder or under the Runoff Business Reinsurance Agreement. Administrator and Company shall reasonably cooperate with each other with respect to the administration of any Legal Proceeding and any such complaint, inquiry or proceeding by Governmental Authorities. Administrator shall not settle or compromise any Legal Proceeding or any such complaint, inquiry or proceeding by Governmental Authorities without the prior written consent of Company, such consent not to be unreasonably withheld, conditioned or delayed, unless the settlement or compromise (i) involves only the payment of money damages that are paid in full by Administrator, (ii) does not require an admission or involve a finding of any wrongdoing by or liability of any Person and would have no effect on any other claims that may be made or any lawsuit, action, arbitration or other dispute resolution proceedings that may be brought against Company, and (iii) includes a full, unconditional and irrevocable release of Company and does not impose an injunction or other equitable or non-monetary relief upon Company. Without limiting the foregoing, if Company shall have reasonably concluded that counsel selected by Administrator has a material conflict of interest because of the availability of different or additional defenses to Company or other facts and that the conflict of interest cannot be resolved to the reasonable satisfaction of Company by the consent of Administrator and Company to the joint representation, then Company shall have the right, at its own expense, to select separate counsel, reasonably satisfactory to Administrator, to participate in the defense of such any Legal Proceeding or any such complaint, inquiry or proceeding by Governmental Authorities on its behalf and the reasonable fees and expenses of Company's counsel shall be at the expense of Administrator.

## ARTICLE VII

### NOTIFICATIONS

Section 7.1. Notification to Policyholders. To the extent required by Applicable Law, Administrator shall, and at Administrator's election Administrator may, send to Policyholders a written notice prepared by Administrator to the effect that Administrator has been appointed by Company to provide Administrative Services. Administrator will include in the above-referenced notices, at a minimum, any changes to the address to which to send claims and related information, premiums, fees and other payments and a toll-free telephone number to call for further information. In addition, Administrator shall prepare and provide to Policyholders all required notices of non-renewal by Company in respect of the Insurance Contracts. Administrator shall send such notices by first class U.S. mail, in all events in accordance with Applicable Law.

## ARTICLE VIII

### BILLINGS AND COLLECTIONS

Section 8.1. Billing and Collection Services. Administrator shall assume all responsibility for billing and collecting premiums, fees and other amounts payable with respect to each Insurance Contract, in each case from and after the ASA Effective Date. The risk of loss, theft or destruction of premiums, fees and such other amounts with respect to the Insurance Contracts shall be borne solely by Administrator, except with respect to such premiums, fees or other amounts that come into the possession of Company until such time as such amounts are received by Administrator from Company.

## ARTICLE IX

### QUARTERLY PREMIUM TAX AND INSOLVENCY FUND ACCOUNTINGS

Section 9.1. Quarterly Accountings. (a) Within thirty (30) days after the end of each calendar quarter that this Agreement is in effect (or more frequently as mutually agreed by the parties), Company shall submit to Administrator a written statement of accounting in a form and containing such information to be agreed upon by the parties hereto or, if not agreed to by the parties hereto, as reasonably requested by Company (each, an "Insolvency Fund Quarterly Accounting") setting forth any guaranty fund and involuntary mechanism assessments and similar charges against or payable by Company, to the extent that such assessments constitute Insurance Liabilities (collectively, the "Post-ASA Effective Date Assessments"). If Administrator objects to the amount of an Insolvency Fund Quarterly Accounting, it shall have thirty (30) days following its receipt of such Insolvency Funding Quarterly Accounting to notify Company of its objection, unless Company's time frame for contesting such assessments or charges terminates earlier than the end of such thirty (30) day period, in which case, Administrator shall give notice of its objection no later than five (5) Business Days prior to the last day of such contest period. In the event of such an objection, Administrator and Company shall work in good faith to reach agreement on the amount of the Insolvency Fund Quarterly Accounting as soon as practicable. Within twenty (20) days of reaching such agreement,

Administrator shall remit to Company the agreed upon amount of the Insolvency Fund Quarterly Accounting with respect to the Post-ASA Effective Date Assessments. Company agrees to supply Administrator a copy of all supporting data used in preparing the Insolvency Fund Quarterly Accountings.

(b) In addition, within thirty (30) days after the last day of each calendar quarter that this Agreement is in effect (or more frequently as mutually agreed by the parties), Administrator shall submit to Company a written statement of accounting in a form and containing such information to be agreed upon by the parties hereto or, if not agreed to by the parties hereto, as reasonably requested by Company (each, a "Quarterly Premium Tax Accounting", and together with the Insolvency Fund Quarterly Accountings, the "Quarterly Accountings") setting forth the estimated premium taxes due and arising on account of all collected premiums under the Insurance Contracts attributable to such quarter. Concurrent with the delivery of each Quarterly Premium Tax Accounting, Administrator shall remit to Company the amount set forth on such Quarterly Premium Tax Accounting with respect to such estimated premium taxes, to the extent such premium taxes constitute Insurance Liabilities. Administrator agrees to supply to Company a copy of all supporting data used in preparing the Quarterly Premium Tax Accountings.

Section 9.2. Adjustments Regarding Quarterly Accountings. In the event that subsequent data or calculations require revision of any of the Quarterly Accountings, the required revision and appropriate payments thereunder shall be made within twenty (20) Business Days after the parties hereto mutually agree as to the appropriate revision.

## ARTICLE X

### CERTAIN ACTIONS BY COMPANY

Section 10.1. Filings. From and after the ASA Effective Date, Company shall be solely responsible for the preparation and filing of any filings required to be made with any Governmental Authority that relate to Company generally and not just to the Insurance Contracts, including filings with guaranty associations and filings of premium tax returns with taxing authorities. Upon the request of Company, Administrator shall, in a timely fashion in light of the dates such filings by Company are required, provide to Company all information in the possession of Administrator with respect to the Insurance Contracts that may reasonably be required for Company to prepare such filings and tax returns.

Section 10.2. Annual Adjustment. From and after the ASA Effective Date, Company shall pay or provide to Administrator the benefit of any Post-ASA Effective Date Assessments which have been or can be applied to reduce Company's premium tax liability ("Premium Tax Credits"). Company shall provide to Administrator by March 15 of each year a statement of the amount (the "Annual Adjustment") of (i) premium taxes due with respect to premiums collected during the prior calendar year (to the extent that such premium taxes constitute Insurance Liabilities), less (ii) estimated premium taxes paid by Administrator to Company with respect to such premiums under the provisions of Article IX, less (iii) Premium Tax Credits for the prior calendar year. If Administrator objects to the amount set forth in a statement of Annual Adjustment, it shall have thirty (30) days following its receipt of such statement of Annual

Adjustment to notify Company of its objection. In the event of such an objection, Administrator and Company shall work in good faith to reach agreement on the amount to be set forth in the statement of Annual Adjustment as soon as practicable. If Administrator does not dispute the amount set forth in the statement of Annual Adjustment by April 14 of each year, Administrator shall pay to Company the Annual Adjustment, if a positive amount, or Company will pay to Administrator the Annual Adjustment, if a negative amount. If Administrator does dispute the amount set forth in the statement of Annual Adjustment, by (i) May 1 if the dispute is resolved prior to April 14 or (ii) the date which is fifteen (15) days following the resolution of such dispute if such dispute is resolved after April 14 of the applicable year, Administrator shall pay to Company the Annual Adjustment, if a positive amount, and Company shall pay to Administrator the Annual Adjustment, if a negative amount. Company agrees to supply Administrator a copy of all supporting data used in preparation of the Annual Adjustment.

## ARTICLE XI

### REGULATORY MATTERS AND REPORTING

Section 11.1. Regulatory Compliance and Reporting. Administrator shall provide on a timely basis information to Company with respect to the Insurance Contracts, Claims and Ceded Reinsurance Agreements to satisfy all current and future informational reporting, prior approval and any other requirements imposed by any Governmental Authority. Upon the request of Company, Administrator shall timely prepare such reports and summaries, including statistical summaries, as are necessary to satisfy any requirements imposed by a Governmental Authority upon Company with respect to the Insurance Contracts, Claims or Ceded Reinsurance Agreements. Among other responsibilities with respect to the foregoing:

- (i) Administrator shall promptly prepare and furnish to Company or, at Company' election, directly to Governmental Authorities all reports and related summaries (including statistical summaries), certificates of compliance and other reports required or requested by a Governmental Authority with respect to the Insurance Contracts, Claims or Ceded Reinsurance Agreements; provided that, Administrator shall make available to Company for its review any such reports, summaries or certificates at least [three (3)] Business Days prior to furnishing them to any Governmental Authority and, unless Company shall object thereto in writing during such period, shall file same with such Governmental Authority following such period.
- (ii) Administrator shall assist Company and cooperate with Company in doing all things necessary, proper or advisable, in a commercially reasonable manner in connection with any and all market conduct or other Governmental Authority examinations relating to the Insurance Contracts, Claims or Ceded Reinsurance Agreements.

Section 11.2. Reporting and Accounting. Administrator shall assume the reporting and accounting obligations set forth below:

- (i) Within [eight (8)] Business Days after the end of each calendar month that this Agreement is in effect, Administrator shall provide to Company a report in respect of the Insurance Contracts, Claims and Ceded Reinsurance Agreements for such calendar month in a form set forth in Exhibit 1 (the "Monthly Report").<sup>4</sup>
- (ii) Within [fifteen (15)] Business Days after the end of each calendar quarter that this Agreement is in effect, Administrator shall provide to Company a report for such calendar quarter in a form set forth in Exhibit 2 (the "Quarterly Report").<sup>5</sup>
- (iii) Administrator shall timely provide notice to Company of (A) any changes in the reserve methodology of Administrator in calculating reserves for the Insurance Contracts or Claims and (B) any significant changes to the Gross Statutory Reserves in respect of the Insurance Contracts that are recommended or deemed appropriate by Administrator, any of its Affiliates or any third party.
- (iv) On an annual basis, Administrator shall provide Company with a schedule prepared by a qualified actuary, setting forth such actuary's unpaid claim estimate relating to loss and loss adjustment expenses allocated to the Insurance Contracts. The parties shall cooperate in good faith to establish the timing for the provision of such documentation. Administrator shall provide, or cause to be provided, to Company reasonable access to such actuary in connection with Company's review of the unpaid claim estimate of losses and loss adjustment expenses.
- (v) For so long as this Agreement remains in effect, upon reasonable notice, Administrator shall from time to time furnish to Company such other reports, summaries and information related to the Insurance Contracts, Claims and Ceded Reinsurance Agreements as may reasonably be requested by Company for regulatory, tax, financial reporting or similar purposes and reasonably available to Administrator. The parties shall cooperate in good faith to establish the manner and schedule for the providing of such reports, summaries and information. At Company's reasonable request, Administrator shall supply to Company a copy of all

<sup>4</sup> The form of the Monthly Report will be prepared between signing and Closing (as defined in the ASA) based on discussions between the parties hereto. If the form is not agreed to prior to Closing, the clause in Section 11.2(i) "in a form set forth in Exhibit 1" shall be replaced with "including such information as Company may reasonably request".

<sup>5</sup> The form of the Quarterly Report will be prepared between signing and Closing (as defined in the ASA) based on discussions between the parties hereto. If the form is not agreed to prior to Closing, the clause in Section 11.2(ii) "in a form set forth in Exhibit 2" shall be replaced with "including such information as Company may reasonably request".

supporting information used by Administrator in preparing any Monthly or Quarterly Report or any other reports, summaries and certifications provided hereunder.

- (vi) On a monthly basis, Administrator shall provide to Company a report in a form mutually agreed by the parties summarizing deposits and withdrawals from the Bank Accounts and such other information as Company may reasonably request in connection with such Bank Accounts.

## ARTICLE XII

### MISCELLANEOUS ADMINISTRATIVE SERVICES

Section 12.1. Miscellaneous Administrative Services. (a) Administrator shall assume the obligations set forth below:

- (i) Administrator shall timely pay, from Administrator's own funds, to the Policyholders, any refunds of any kind due under the Insurance Contracts to the extent such refunds constitute Insurance Liabilities.
- (ii) Administrator shall have the exclusive authority to manage and administer the Ceded Reinsurance Agreements to the extent they relate to the Insurance Contracts, including providing all reports and notices required with regard to the Ceded Reinsurance Agreements to the reinsurers within the time required by the applicable reinsurance agreement and doing all other things necessary to comply with the terms and conditions of the Ceded Reinsurance Agreements. Without limiting the foregoing, Administrator shall timely pay all reinsurance premiums due to reinsurers under the Ceded Reinsurance Agreements and collect from such reinsurers all reinsurance recoverables due thereunder. Notwithstanding the foregoing, Company shall reasonably cooperate with Administrator in the administration of such Ceded Reinsurance Agreements to the extent relating to the Insurance Contract and that Company's participation is required under the terms of any such Ceded Reinsurance Agreement or is requested by the counterparty to the Ceded Reinsurance Agreement. In no event may Administrator enter into any new reinsurance agreements with respect to the Insurance Contracts on behalf of Company without Company's prior written consent.
- (iii) Administrator shall process all policy changes, lapses, cancellations, and reinstatements in accordance with the terms of this Agreement and the express terms of the Insurance Contracts.
- (iv) Administrator shall pay Commissions due under the Insurance Contracts to the extent such Commissions constitute Insurance Liabilities.

- (v) Administrator shall provide all customer service in connection with the Insurance Contracts.
- (vi) Administrator shall provide such other Administrative Services with respect to the Insurance Contracts and Claims as are necessary or appropriate to fully effectuate the purpose of the Runoff Business Reinsurance Agreement and this Agreement, including such Administrative Services as are not performed by or on behalf of Company on the ASA Effective Date but the need for which may arise due to changes or developments in Applicable Law or for any other reason.

Section 12.2. Communication. In connection with the authority granted to Administrator in this Agreement, Administrator shall have the right, to the extent permitted by Applicable Law, to make all communications with Policyholders and their producers and agents from time to time as are appropriate as well as to promote itself to Policyholders and their producers and agents.

### ARTICLE XIII

#### BOOKS AND RECORDS

Section 13.1. Records. Administrator shall keep accurate and complete records, files and accounts of all transactions and matters with respect to the Insurance Contracts, Claims and the Ceded Reinsurance Agreements and the administration thereof in accordance with (i) Applicable Law and (ii) its record management practices in effect from time to time for Administrator's insurance business not covered by this Agreement, if any, copies of which shall be provided to Company upon request.

Section 13.2. Access. (a) Administrator shall afford to Company and any of their counsel, accountants or designated representatives, during normal business hours, the right to examine and make copies of the books and records maintained by Administrator pursuant to Section 13.1 for such period as this Agreement is in effect or for as long thereafter as any rights or obligations of Company with respect to the Insurance Contracts survive or to the extent that such access may reasonably be required by Company in connection with (i) the preparation of financial statements, (ii) responding to regulatory inquiries or other regulatory purposes, (iii) the preparation of tax returns or in connection with any audit, amended return, claim for refund or any proceeding with respect thereto, (iv) the investigation, arbitration, litigation and final disposition of any Legal Proceedings or claims which may have been or may be made against Company in connection with the Insurance Contracts or which Company may make with respect to the Insurance Contracts, or (v) any other reasonable business purpose. Company, at its own cost and expense, shall have the right to duplicate all books and records relating to the Insurance Contracts. Subject to the preceding sentence, Administrator will not dispose of, alter or destroy any such books and records and other materials other than in accordance with Administrator's books and records retention policy as may be amended from time to time but in any case for at least seven (7) years after the termination or expiration of all Insurance Contracts. All such books and records pertaining to the Insurance Contracts shall remain the property of Company;

provided that Administrator may keep a copy of such books and records subject to its normal records retention policies.

(b) Company shall afford to Administrator and any of its counsel, accountants or designated representatives, during normal business hours, the right to examine and make copies of any books and records retained by Company which relate to the Insurance Contracts or which are otherwise relevant to the Insurance Contracts for such period as this Agreement is in effect or for as long thereafter as any rights or obligations of Administrator survive or to the extent that such access may reasonably be required by Administrator in connection with (i) the preparation of financial statements, (ii) responding to regulatory inquiries or other regulatory purposes, (iii) the preparation of tax returns or in connection with any audit, amended return, claim for refund or any proceeding with respect thereto, (iv) the investigation, arbitration, litigation and final disposition of any Legal Proceedings or claims which may have been or may be made against Administrator in connection with the Insurance Contracts or which Administrator may make with respect to the Insurance Contracts, or (v) any other similar, reasonable business purpose. Administrator, at its own cost and expense, shall have the right to duplicate all such books and records relating to the Insurance Contracts. Subject to the preceding sentence, Company will not dispose of, alter or destroy any such books and records and other materials other than in accordance with Company's books and records retention policy as may be amended from time to time but in any case for at least seven (7) years after the termination or expiration of all Insurance Contracts.

#### ARTICLE XIV

##### COOPERATION

Section 14.1. Cooperation. Each party shall cooperate to the extent reasonably possible with the other parties and take all reasonably appropriate action and execute any additional documents, instruments or conveyances of any kind which may be reasonably necessary to carry out any provisions of this Agreement and to effectuate the intention of the parties under the Runoff Business Reinsurance Agreement and this Agreement.

#### ARTICLE XV

##### PRIVACY REQUIREMENTS<sup>6</sup>

Section 15.1. Use of Confidential Information. Company and Administrator acknowledge that they will have access to confidential and proprietary information concerning the other parties and their businesses, which information is not readily available to the public, and acknowledge that Company and Administrator have taken and will continue to take reasonable actions to ensure such information is not made available to the public.

Section 15.2. Privacy Requirements. Each party acknowledges that, pursuant to Privacy Laws, the parties are required to obtain certain undertakings from each other with

---

<sup>6</sup> The Privacy Requirements provision will need to be harmonized with the finalized provisions re privacy in the TSA and SPA.

respect to the privacy, use and protection of Personally Identifiable Information (as defined below). Notwithstanding anything to the contrary contained herein, each party covenants that, with respect to any Personally Identifiable Information, such party, its Affiliates and their respective Subcontractors shall (a) comply with all applicable Privacy Laws; (b) keep all Personally Identifiable Information confidential and not disclose or use any Personally Identifiable Information except only to the extent necessary to exercise its rights or perform its obligations hereunder; (c) when acting as a data processor, only process Personally Identifiable Information in accordance with the instructions of Company; (d) except with respect to the provision of Administrative Services hereunder or as otherwise agreed by the parties, not disclose any Personally Identifiable Information to any other Person without the prior written consent of the other party and an agreement in writing from such other Person to comply, among other things, with the terms of this Section 15.2; and (e) maintain (and cause all third Persons consented to by the other party to receive Personally Identifiable Information in accordance with the foregoing subsection (d) to maintain) adequate administrative, technical and physical safeguards to ensure the security and confidentiality of all Personally Identifiable Information. Company and Administrator acknowledge and agree that with respect to the Runoff Business, the Insurance Contracts and the Administrative Services, Administrator shall be authorized to undertake all actions required to comply with the Privacy Laws without any further approvals from Company. Each party hereto agrees to notify the other by sending an email to, in the case of Administrator, The Information Privacy and Security Officer at [privacyandsecurity@onebeacon.com](mailto:privacyandsecurity@onebeacon.com) and, in the case of Company to [ ] within twenty-four (24) hours after such party becomes aware of a breach, or threatened breach, of any Privacy Laws or unauthorized access to its, or a third party's, computer systems and/or personal data with respect to the Insurance Contracts or the Runoff Business. The party providing notice of such breach or threatened breach shall set forth in detail the nature of the security breach and the measures taken by such party to cure the breach. Company and Administrator will thereafter jointly decide what action to take, which may include, but not be limited to, notifying the appropriate state reporting agency. All websites established or maintained by each party that are accessible to individuals contain privacy statements advising them how their Personally Identifiable Information will be used, collected, stored and protected. Each party does not store or maintain Personally Identifiable Information received via its website, except in a manner consistent with its published privacy policies and in a manner that provides safe and secure storage and protection of such Personally Identifiable Information.

## ARTICLE XVI

### COMPENSATION FOR ADMINISTRATIVE SERVICES

Section 16.1. Compensation. Administrator shall provide the Administrative Services at no cost to Company other than the payments and other amounts due between the parties under the Runoff Business Reinsurance Agreement.

## ARTICLE XVII

### BANK ACCOUNTS; USE OF COMPANY MARKS

Section 17.1. Direct Payment. At its option, Administrator may pay Claims directly to Policyholders or Claimants of the Insurance Contracts out of its own accounts or out of accounts established by Administrator in the name of Company pursuant to Section 17.2 hereof. For the avoidance of doubt, any such direct payment to a Policyholder or a Claimant of an Insurance Contract shall, to the extent of such payment to the Person entitled thereto, discharge any obligation of Administrator to make such payment to Company under the Runoff Business Reinsurance Agreement in respect of such Claim.

Section 17.2. Bank Accounts. To the extent required by Applicable Law for Administrator to make direct payment of Claims to Policyholders or Claimants of the Insurance Contracts, Administrator may establish and maintain separate accounts in the name of Company with banking institutions to provide the Administrative Services (the "Bank Accounts"). Administrator shall have exclusive authority over the Bank Accounts including, without limitation, the exclusive authority to (a) designate the authorized signatories on the Bank Accounts, (b) issue drafts on and make deposits in the Bank Accounts in the name of Company and (c) make withdrawals from the Bank Accounts. At Administrator's request, Company shall do all things reasonably necessary to enable Administrator to open, maintain and access the Bank Accounts including, without limitation, executing and delivering such depository resolutions and other documents as may be requested from time to time by the banking institutions. Company agrees that without Administrator's prior written consent they shall not make any changes to the authorized signatories on the Bank Accounts nor attempt to withdraw any funds therefrom. Administrator shall provide and own all funds deposited in the Bank Accounts. To the extent permitted by Applicable Law, Administrator may pay Claims directly to Policyholders or Claimants of the Insurance Contracts on check stock of Administrator.

#### Section 17.3. Trademarks and Letterhead.

(a) Company hereby grants to Administrator a non-exclusive, royalty-free, non-transferable right and license to use Company's trademarks (the "Trademarks") solely in connection with the performance of the Administrative Services for the limited uses of providing the Administrative Services. The foregoing license is sub-licensable to Administrator's subcontractors engaged pursuant to Section 20.10. Administrator's use (or its subcontractors' use) of the Trademarks, and the provision of services in connection therewith shall be of a consistently high standard of quality, style and appearance commensurate with the standards for quality, style and appearance associated with Company's use of the Trademarks and provision of services in connection therewith. Administrator's use (or its Subcontractors' use) of the Trademarks and all goodwill associated therewith shall inure solely to the benefit of and be on behalf of Company.

(b) Company shall make available to Administrator, at the sole expense of Administrator, such letterhead, printed forms and other documents of Company as may reasonably be required by Administrator to perform the Administrative Services. Upon

termination of this Agreement, Administrator shall promptly return to Company all such unused letterhead, printed forms and other documents held by it.

## ARTICLE XVIII

### INDEMNIFICATION<sup>7</sup>

Section 18.1. Indemnification. (a) As used in this Article XVIII, "Losses" shall mean any damages, claims, losses, liabilities, judgments, settlements, assessments, demands, awards and expenses (including reasonable attorneys' fees and expenses).

(b) Administrator agrees to defend, indemnify, reimburse and hold harmless Company, its Affiliates, and, if applicable, their respective directors, officers, employees, agents, representatives and successors in interest from any and all Losses to the extent arising out of or resulting from any actual or alleged (i) fraud, theft or embezzlement by directors, officers, employees, agents, subcontractors, successors or assigns of Administrator during the term of this Agreement; (ii) failure, either intentional or unintentional, of Administrator to properly perform the services or take the actions required by this Agreement, including the failure to properly process, evaluate and pay claims or to comply with disbursement requests in accordance with the terms of this Agreement; (iii) acts of negligence or willful misconduct committed by directors, officers, employees, agents, subcontractors, successors or assigns of Administrator during the term of this Agreement; or (iv) failure of Administrator to comply with Applicable Law during the term of this Agreement, other than, in the case of (i), (ii), (iii) or (iv), any failure on the part of Administrator caused by the action or inaction of Company, except any action or inaction on the part of Company taken at the specific direction or specific request of Administrator or with the specific approval of Administrator.

(c) Company agrees to defend, indemnify, reimburse and hold harmless Administrator, its Affiliates, and, if applicable, their respective directors, officers, employees, agents, representatives and successors in interest from any and all (i) Excluded Liabilities, and (ii) Losses to the extent arising out of or resulting from any actual or alleged (A) fraud, theft or embezzlement by directors, officers, employees, agents, successors or assigns of Company during the term of this Agreement; (B) failure, either intentional or unintentional, of Company to take the actions required by this Agreement; (C) acts of negligence or willful misconduct committed by directors, officers, employees, agents, successors or assigns of Company during the term of this Agreement; or (D) failure of Company to comply with Applicable Law during the term of this Agreement, other than, in the case of (A), (B), (C), or (D) of clause (ii), any failure on the part of Company caused by the action or inaction of Administrator, except any action or inaction on the part of Administrator taken at the specific direction of Company pursuant to Section 2.1 or otherwise at the specific written request or with the specific written approval of Company.

---

<sup>7</sup> Conform this provision to the final SPA indemnification provision to the extent applicable.

Section 18.2. Indemnification Procedures.

(a) A party seeking indemnification provided for under this Agreement (the "Indemnified Party") shall give to the party from whom indemnification is sought (the "Indemnifying Party") written notice of any matter that such Indemnified Party has determined has given or could give rise to a right of indemnification hereunder (a "Claim Notice"). The Claim Notice shall be given within thirty (30) days after the Indemnified Party becomes aware of the facts indicating that a claim for indemnification may be warranted and (i) shall state in reasonable detail the nature of the claim, (ii) identify all sections of this Agreement which form the basis for such claim, (iii) with respect to Third Party Claims, attach copies of all material written evidence thereof to the date of such notice, and (iv) set forth the estimated amount of the Losses, if known, that have been or may be sustained by an Indemnified Party relating to such claim. Notwithstanding the foregoing, the delay or failure of any Indemnified Party to give a Claim Notice shall not relieve the Indemnifying Party of its obligations under this Article XVIII, except to the extent (and only to the extent) that the Indemnifying Party is materially prejudiced by the delay or failure to give such Claim Notice.

(b) If a Claim Notice relates to a claim, action, suit, proceeding or demand asserted by a Person who is not a party hereto or its Affiliate (or a successor thereof), including a claim, action, suit, proceeding or demand asserted by a Governmental Authority which could give rise to a right of indemnification hereunder (a "Third Party Claim"), the Indemnifying Party may at its own expense, through counsel of its own choosing (which counsel shall be reasonably satisfactory to the Indemnified Party), assume the defense and investigation of such Third Party Claim; *provided* that any Indemnified Party shall be entitled to participate in any such defense with counsel of its own choice at its own expense. If the Indemnifying Party elects to assume the defense and investigation of such Third Party Claim, it shall, no later than thirty (30) days following its receipt of the Claim Notice notify the Indemnified Party in writing of its assumption of the defense and investigation of such Third Party Claim. Notwithstanding any of the foregoing, if the Indemnified Party shall have reasonably concluded that counsel selected by the Indemnifying Party has a material conflict of interest because of the availability of different or additional defenses to such Indemnified Party or other facts that the conflict of interest cannot be resolved to the reasonable satisfaction of the Indemnified Party by the consent of the Indemnifying Party and the Indemnified Party to the joint representation, then such Indemnified Party shall have the right to select separate counsel, reasonably satisfactory to the Indemnifying Party, to participate in the defense of such action on its behalf; and the reasonable fees and expenses of the Indemnified Party's counsel shall be at the expense of the Indemnifying Party. If the Indemnifying Party fails to take reasonable steps necessary to defend actively and diligently the action or proceeding after notifying the Indemnified Party of its assumption of the defense and investigation of such Third Party Claim, the Indemnified Party may assume such defense, and the reasonable fees and expenses of its attorneys will be covered by the indemnity provided for in this Article XVIII upon determination of the Indemnifying Party's indemnity obligations. The Indemnifying Party shall not, without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, delayed or conditioned, settle or compromise any pending or threatened Third Party Claim (whether or not the Indemnified Party is an actual or potential party to such action or claim) or consent to the entry of any judgment (A) which does not include as an unconditional term thereof the delivery by the claimant or plaintiff to the Indemnified Party of a written unconditional release from all Liability in respect of such Third

Party Claim or (B) which involves any injunctive relief (or any other relief) against the Indemnified Party with respect to such action or claim other than the payment of monetary damages. If the Indemnifying Party does not notify the Indemnified Party within thirty (30) days following its receipt of the Claim Notice that it will assume the defense and investigation of such Third Party Claim, then the Indemnifying Party shall have the right to participate in any such defense at its sole cost and expense. The Indemnified Party may not compromise or settle any Third Party Claim without the prior written consent of the Indemnifying Party, unless the sole relief granted is equitable relief for which the Indemnifying Party would have no liability or to which the Indemnifying Party would not be subject. The Indemnified Party and the Indemnifying Party shall make reasonably available to each other and their respective agents and representatives all relevant business records and other documents available to them that are necessary or appropriate for the defense of any Third Party Claim, subject to any *bona fide* claims of attorney-client privilege, and each of the Indemnifying Party and the Indemnified Party shall use its commercially reasonable efforts to assist, and to cause the employees and counsel of such party to assist, in the defense of such Third Party Claim.

(c) Company and Administrator agree that Losses hereunder shall be limited to actual monetary damages only and shall not include punitive, incidental, consequential, special, indirect or treble damages or damages based on loss of future revenue, profits or income, loss of business reputation or opportunity, diminution of value or on any type of multiple (other than any Losses of Indemnified Party with respect thereto arising from any Third Party Claim).

(d) Any Indemnified Party shall use commercially reasonable efforts to mitigate the amount of its Losses upon and after becoming aware of any facts or circumstances that would reasonably be expected to result in any Losses that are indemnifiable hereunder. In the event an Indemnified Party fails to take such commercially reasonable efforts, then notwithstanding anything to the contrary in this Agreement, the Indemnifying Party shall not be required to indemnify the Indemnified Party for such portion of Losses that would reasonably have been avoided if the Indemnified Party had taken such commercially reasonable efforts. Notwithstanding anything to the contrary contained herein, Administrator's indemnification obligation hereunder with respect to the nonperformance of any Administrative Service required to be performed by it hereunder after the ASA Effective Date shall not be reduced, limited or qualified due to the failure of Company to perform such Administrative Service.

(e) In the event of payment by or on behalf of any Indemnifying Party to any Indemnified Party pursuant to a claim or demand in a Claim Notice, such Indemnifying Party shall be subrogated to all rights of the Indemnified Party with respect to the claim to which such indemnification relates, provided, however, that the Indemnifying Party shall only be subrogated to the extent of any amount paid by it pursuant to this Article XVIII in connection with such claim. Such Indemnified Party shall cooperate with such Indemnifying Party in a reasonable manner, and at the cost of such Indemnifying Party, in presenting any subrogated right, defense or claim.

(f) The Indemnified Parties are intended third party beneficiaries of this Article XVIII and may specifically enforce its terms.

(g) The provisions of this Article XVIII shall survive the termination of this Agreement.

## ARTICLE XIX

### DURATION; TERMINATION

Section 19.1. Duration. This Agreement shall continue with respect to each Insurance Contract and Claim until no further Administrative Services are required to be performed hereunder by Administrator in respect of such Insurance Contract or Claim, unless it is earlier terminated under Section 19.2.

Section 19.2. Termination. (a) This Agreement is subject to immediate termination at the option of Company, upon written notice to Administrator, on the occurrence of any of the following events:

- (i) A voluntary or involuntary proceeding is commenced in any jurisdiction by or against Administrator for the purpose of conserving, rehabilitating or liquidating Administrator;
  - (ii) There is a material breach by Administrator of any term or condition of this Agreement that is not cured by Administrator within thirty (30) days after receipt of written notice from Company of such breach or act;
  - (iii) Any license required to be held by Administrator to provide the Administrative Services shall be revoked or Administrator shall fail to obtain such license; or
  - (iv) Administrator is unable to perform the services required under this Agreement for a period of thirty (30) consecutive days for any reason.
- (b) This Agreement may be terminated at any time upon the mutual written consent of the parties hereto, which writing shall state the effective date of termination.

(c) In the event that this Agreement is terminated under Section 19.2(a), Administrator shall promptly select a third-party administrator to perform the services required by this Agreement. Company shall have the right to consent to any such administrator selected by Administrator, such consent not to be unreasonably withheld. If Administrator fails to so select an administrator pursuant to this Section 19.2(c), Company shall select the administrator which may be Company or an Affiliate. In either case, Administrator shall pay all fees and charges imposed by the selected administrator and shall bear all transition costs associated with the transition of the performance of the services required under this Agreement to such administrator.

(d) In the event that this Agreement is terminated pursuant to this Section 19.2, Administrator shall cooperate fully in the transfer of services and the books and records maintained by Administrator pursuant to this Agreement (or, where appropriate, copies thereof) to the third-party administrator or Company (or an Affiliate) chosen pursuant to Section 19.2(c).

or as otherwise agreed in the event of a termination pursuant to Section 19.2(b), as applicable, so that such third-party administrator or Company (or an Affiliate), as the case may be, will be able to perform the services required under this Agreement without interruption following termination of this Agreement.

## ARTICLE XX

### MISCELLANEOUS PROVISIONS

Section 20.1. No Strict Construction Against the Drafter. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event that any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by all parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

Section 20.2. Waivers and Amendments; Remedies. This Agreement may not be amended, superseded, canceled, renewed or extended, and the terms hereof may not be waived, except by a written instrument signed by each of the parties hereto or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

Section 20.3. Entire Agreement. This Agreement and the Runoff Business Reinsurance Agreement constitute the entire understanding of the parties hereto with respect to the transactions contemplated hereby, and supersede all prior agreements and understandings, written and oral, among the parties with respect to the subject matter hereof and thereof.

Section 20.4. Interpretation.

(a) The Exhibits and Schedules to this Agreement that are specifically referred to herein are a part of this Agreement as if fully set forth herein. When reference is made in this Agreement to any Section, Exhibit or Schedule, such reference is to a Section, Exhibit or Schedule of this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

(b) Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof", "herein", "hereby" and other words of similar import refer to this Agreement as a whole unless otherwise indicated. Whenever the singular is used herein, the same shall include the plural, and whenever the plural is used herein, the same shall include the singular, where appropriate. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented

from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person. References to "dollars" or "\$" are to the lawful currency of the United States. References to periods "from" or "through" any date mean, unless otherwise specified, from and including or through and including, respectively. Any reference to "days" means calendar days unless Business Days are expressly specified. If any action under this Agreement is required to be done or taken on a day that is not a Business Day, then such action shall be required to be done or taken not on such day but on the first succeeding Business Day thereafter.

(c) In the event of any inconsistency between the provisions of this Agreement and the provisions of the SPA with respect to Ceded Reinsurance Agreements or the Shared Reinsurance (as defined in the SPA), the terms of the SPA shall govern.

Section 20.5. Notices. All notices and other communications hereunder will be in writing, will be given by one or more of the following means and will be deemed given: (a) when delivered, if delivered in person, (b) upon confirmation of receipt, if transmitted by facsimile, or (c) on the Business Day on which delivered by an express courier (with confirmation) (or, if not delivered by on a Business Day, on the next Business Day), if delivered, in each case to a party at its address listed below (or at such other address as such party shall deliver to the other party by like notice):

To Company at:

[Atlantic Specialty Insurance Company]<sup>8</sup>  
c/o OneBeacon Insurance Group LLC  
601 Carlson Parkway  
Minnetonka, MN 55305  
Telephone: [(952) 852-6731  
(952) 852-6024]  
Facsimile: [(888) 353-6247  
(888) 862-8724]  
Attention: [●]

To Administrator at:

[●]  
Telephone: [●]  
Facsimile: [●]  
Attention: [●]

with a copy (which shall not constitute notice to Company) to:

Edwards Wildman Palmer LLP  
750 Lexington Avenue

<sup>8</sup> If the ASIC/OSBIC Merger is effected prior to the Closing Date, the bracketed language will be replaced with "OneBeacon Specialty Insurance Company".

New York, NY 10023  
Attention: Nick Pearson  
Telephone: (212) 912-2798  
Facsimile: (212) 308-4844

Section 20.6. Binding Effect. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any party hereto without the prior written consent of all other parties hereto. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 20.7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement, it being understood that all of the parties need not sign the same counterpart. Delivery of an executed counterpart by facsimile or other means of electronic transmission will have the same effect as manual delivery thereof.

Section 20.8. Governing Law.

(a) This Agreement and its enforcement will be governed by and interpreted in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such state without regard to the conflicts of law provisions thereof.

(b) Any proceeding brought with respect to this Agreement must be brought in any court of competent jurisdiction located in New York, New York and, by execution and delivery of this Agreement, each party (i) accepts, generally and unconditionally, the exclusive jurisdiction of such courts and any related appellate courts and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement and (ii) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum.

Section 20.9. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (III) IT MAKES SUCH WAIVER VOLUNTARILY, AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 20.9.

Section 20.10. Subcontracting. Administrator reserves the right to subcontract any Administrative Service to Affiliates and unaffiliated third parties (each a "Subcontractor"); provided, that (i) any Administrative Service provided by a Subcontractor shall be performed in accordance with the standards set forth in Article III of this Agreement, (ii) Administrator shall remain liable for compliance of such Subcontractors in all respects with the terms and conditions of this Agreement, and for all acts and omissions of such Subcontractors and their personnel and (iii) the appointment of any Subcontractor that is not an Affiliate of Administrator shall be subject to the prior written consent of Company (which consent shall not unreasonably be withheld) except if such Subcontractor (a) is being used immediately prior to the ASA Effective Date by Administrator or its Affiliates for similar services in respect of similar lines of insurance business to the Insurance Contracts or (b) is an appropriately licensed claims adjustor.

*(The remainder of this page is intentionally left blank.)*

**IN WITNESS WHEREOF**, Company and Administrator have executed this Administrative Services Agreement as of the date first above written.

**ONEBEACON INSURANCE COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

**[ATLANTIC SPECIALTY INSURANCE  
COMPANY]<sup>9</sup>**

By: \_\_\_\_\_  
Name:  
Title:

---

<sup>9</sup> If the ASIC/OSBIC Merger is effected prior to the Closing Date, the bracketed language will be replaced by "ONEBEACON SPECIALTY INSURANCE COMPANY".  
AM 17421204.4

EXHIBIT 6  
FORM OF RUN-OFF BUSINESS REINSURANCE AGREEMENT

**AMENDED AND RESTATED  
100% QUOTA SHARE REINSURANCE AGREEMENT (Runoff)**

THIS AGREEMENT dated as of [ ], 2013 by and between [ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation (the "Company")]<sup>1</sup>, having an address at 150 Royall Street, Canton, Massachusetts 02021, and ONEBEACON INSURANCE COMPANY, a Pennsylvania corporation (the "Reinsurer"), having an address at [150 Royall Street, Canton, Massachusetts 02021] (this Agreement), amends and restates in its entirety that certain 100% Quota Share Reinsurance Agreement (Specialty) dated as of [October 1, 2012] by and between [the Company]<sup>2</sup> and the Reinsurer (the "Original Agreement").

RECITALS

This Agreement is being entered into pursuant to Section 2.2 of that certain Stock Purchase Agreement dated [ ], 2012 by and among OneBeacon Insurance Group LLC, Trebuchet US Holdings, Inc., and OneBeacon Insurance Group, Ltd. and Armour Group Holdings Limited (both for the limited purposes set forth in the SPA).

WITNESSETH:

In consideration of the mutual covenants contained herein, the Reinsurer hereby reinsures the Company to the extent and on the terms and conditions hereinafter set forth.

1. (a) "Actual Damages" means those amounts awarded to compensate for the actual damages sustained, and not awarded as a penalty, nor fixed in amount by statute;

(b) "Affiliate" means, with respect to any specified person or entity, any other person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified person or entity, provided, however, that neither White Mountains Insurance Group, Ltd. nor any Affiliate of White Mountains Insurance Group, Ltd. shall be deemed to be an Affiliate of the Company or any person or entity controlled by the Company other than OneBeacon Insurance Group, Ltd. and any person or entity controlled by OneBeacon Insurance Group, Ltd. For purposes of this definition, "control" (including the terms "controlled by" and "under common control with") with respect to the relationship between or among two (2) or more persons or entities, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity whether through the ownership of voting securities, by contract or otherwise;

(c) "ASA" means the Administrative Services Agreement (the "ASA"), dated [ ], between the Company and the Reinsurer as the administrator;

<sup>1</sup> The Restructuring contemplates that ASIC will be merged into a new Pennsylvania domiciled insurance company, OneBeacon Specialty Insurance Company ("OBSIC"), prior to the Closing Date. In the event that merger (the "ASIC/OBSIC Merger") is effected prior to the Closing Date, the bracketed language will be replaced by "OneBeacon Specialty Insurance Company, a Pennsylvania corporation and the successor-by-merger to Atlantic Specialty Insurance Company, New York corporation (the "Company")".

<sup>2</sup> If the ASIC/OBSIC Merger is effected prior to the Closing Date, the bracketed language will be replaced with "Atlantic Specialty Insurance Company".

(d) "Extracontractual Damages" means any and all costs, expenses, damages, liabilities or obligations of any kind or nature (including without limitation attorneys fees, consequential and incidental damages, Actual Damages, Punitive and Exemplary Damages, and Statutory Penalties) which arise out of, result from or relate to any act or omission, whether or not in bad faith, intentional, willful, negligent, reckless, careless or otherwise, in connection with a Policy or any of the Liabilities, and which are not contractually covered by the express terms and conditions of such Policy;

(e) The term "Liabilities" shall include reserves for unearned premiums, losses (both reported and incurred but not reported), Extracontractual Damages (to the extent arising from an act or omission to act of Reinsurer hereunder or under the ASA on or after the date hereof), any loss in excess of the limits arising under or covered by a Policy, and Loss Adjustment Expenses (both reported and incurred but not reported), and all outstanding underwriting and other expenses, as evidenced by the books and records of the Company, but shall not include separate company liabilities of a non-underwriting or administrative nature which may arise from time to time, including without limitation inter-company balances, liabilities for Federal income taxes, expenses and taxes related to the ownership of real estate, liabilities incurred in connection with investment transactions, or liabilities for dividends to shareholders; provided, however, that Liabilities shall specifically exclude liabilities related to Specialty Lines business and Extracontractual Damages arising from any action of the Company following [ ], 2013, unless such action was taken at the direction of or with the consent of the Reinsurer.

(f) "Loss Adjustment Expenses" means reasonable and customary out-of-pocket costs and expenses paid by the Company for the investigation, adjustment, litigation (including without limitation reasonable attorneys' fees) and settlement of claims, as distinguished from the amount of a claimant's recovery from the Company in connection with such claimant's Policy, but not including (i) the office expenses of the Company and the salaries and expenses of its employees, or (ii) any costs and expenses paid directly or otherwise covered by the Reinsurer in its capacity as the administrator under the ASA;

(g) "Policy" means (a) a Runoff Business contract or policy of insurance issued by the Company or one of its Affiliates on or prior to December 31, 2011, which is reflected in the Pro Forma Balance Sheet (as defined in the SPA), and (b) a Runoff Business contract or policy of insurance issued by the Company or one of its Affiliates following December 31, 2011 but on or prior to the date hereof that is listed on Schedule I attached hereto;

(h) "Punitive and Exemplary Damages" means those damages awarded as a penalty, the amount of which is neither governed nor fixed by statute;

(i) "Runoff Business" means the business of the Company identified as run-off business which consists primarily of non-specialty commercial lines business as well as national accounts, certain specialty programs and regional agency business transferred to Liberty Mutual Insurance Group and other business identified by the Company as run-off;

(j) "SPA" means the Stock Purchase Agreement, dated as of [•], 2012, by and between OneBeacon Insurance Group LLC, Trebuchet US Holdings, Inc., and OneBeacon Insurance Group, Ltd. and Armour Group Holdings Limited (both for the limited purposes set forth in the SPA);

(k) "Specialty Lines" means (i) any industry-segmented business or risk, regardless of size, type or class of business or risk, where the market, industry or program is a clearly defined group of insureds with predominately similar risk characteristics and where the policy forms, marketing, underwriting, claims or loss control functions are designed for the unique characteristics of the market, industry or program, reasonably and in good faith characterized by Company, Reinsurer and their affiliates as specialty business or risk, together with those commercial coverages necessary to write the entire account, and (ii) any other insurance or reinsurance business of the Company other than the Runoff Business pursuant to Policies; and

(l) "Statutory Penalties" are those amounts awarded as a penalty, but are fixed in amount by statute.

All accounting terms used herein and not otherwise defined shall, where the context reasonably allows, have the same meanings as in the Company's Annual Statements filed with the New York Department of Financial Services.

2. This Agreement shall be effective as of 12:01 a.m. on [October 1, 2012] (the "Effective Date"), and shall apply to all insurance risks of every nature whatsoever under the Policies.

3. The Company hereby cedes and transfers to the Reinsurer, and the Reinsurer hereby reinsures and assumes from the Company, all Liabilities incurred under or in connection with the Policies.

4. [Intentionally Omitted].

5. The Company hereby agrees that all reinsurance with third parties effected on the Policies shall be considered as effected by the Reinsurer. In the event of any inconsistency between the provisions of this Agreement and the provisions of the SPA with respect to reinsurance with third parties or Shared Reinsurance (as defined in the SPA), the terms of the SPA shall govern.

6. In consideration of the agreements of the Reinsurer herein contained, the Company hereby agrees to assign and transfer to the Reinsurer an amount in cash or other assets equal to the aggregate of the Company's Liabilities assumed by the Reinsurer as of the Effective Date.

7. As of the Effective Date, the Company hereby authorizes and empowers the Reinsurer to collect and receive all premiums and to take charge of, adjust and pay all losses with respect to the Policies and to reinsure or cancel all such contracts and in all respects to act as though the Policies were issued by the Reinsurer. The Company also authorizes and empowers the Reinsurer to perform and the Reinsurer hereby agrees to perform on behalf of the Company various services necessary in the performance of the

insurance and related operations of the Company in connection with the Policies, including without limitation policy development, marketing, underwriting, policy administration, loss settlement, human resources, purchasing, accounting, maintenance of books and records, data processing, tax and investment advisory and compliance services, and facilities management. Coincident with the exercise by the Reinsurer of the authority granted hereunder either in whole or in part, the Reinsurer agrees to pay, in the first instance, all losses and loss adjustment expenses with the Policies and all of the Company's underwriting, administrative and other expenses related to the Policies. The provisions of this Section 7 shall be subject to the ASA.

8. The Company hereby sells, transfers and assigns and the Reinsurer hereby purchases all right, title and interest of the Company in and to assets relating to the Runoff Business, including but not limited to its agents' balances, uncollected premiums, premium notes receivable, amounts due for inspection services and other functions relating to underwriting operations, and any other underwriting assets and fixed assets that may relate to the Policies existing on or arising after the Effective Date as mutually agreed by the Company and the Reinsurer.

9. It is agreed that the obligations of either party under this Agreement to transfer cash or other assets to the other party may be offset by the reciprocal obligations of the other party so that only net amounts shall be required to be transferred.

10. The conditions of the reinsurance under this Agreement shall in all cases be identical with the conditions of the Policies and their resulting obligations.

11. Except as otherwise required by the context of this Agreement, the amounts of all payments due under this Agreement shall be determined on the basis of the Company's Annual Statements filed with its domiciliary insurance regulator.

12. All premium collections, loss and loss adjustment expense payments, commissions and all other underwriting expense payments of any kind under this Agreement shall be settled between the parties no later than sixty (60) days following the close of each calendar quarter.

13. This Agreement may be terminated (a) at any time upon mutual agreement of both parties, or (b) at the end of any calendar quarter of any year by either party sending to the other, by certified or registered mail to its principal office, notice at least 90 days prior to the end of such calendar quarter. Upon termination of this Agreement, the liability of the Reinsurer with respect to Policies in force at the time and date of termination shall continue and all of the provisions hereof shall survive such termination until the expiration, cancellation or next anniversary date, not to exceed one year, of each such Policy of the Company, whichever occurs first. When all reinsurance under this Agreement has expired or terminated, the Reinsurer shall return to the Company the reinsurance premium unearned, if any, calculated on the monthly pro rata basis, less the commission previously allowed thereon.

14. The reinsurance provided by this Agreement and each and every reinsurance agreement heretofore or hereafter entered into by and between the parties

hereto shall be payable by the Reinsurer directly to the Company or to its liquidator, receiver or statutory successor on the basis of the liability of the Company under the contract or contracts reinsured without diminution because of the insolvency of the Company. In the event of the insolvency of the Company, the liquidator, receiver or statutory successor of the Company shall give written notice of the pendency of each claim against the Company on a policy or bond reinsured within a reasonable time after such claim is filed in the insolvency proceeding; and during the pendency of such claim, the Reinsurer may investigate such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated any defense or defenses which it may deem available to the Company, its liquidator, receiver or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the Company as part of the expense of liquidation to the extent of such proportionate share of the benefit as shall accrue to the Company solely as a result of the defense undertaken by the Reinsurer. The reinsurance shall be payable as hereinbefore in this paragraph provided except (a) where the contract specifically provides another payee of such reinsurance in the event of the insolvency of the Company and (b) where the Reinsurer with the consent of the direct insured or insureds has assumed such policy obligations of the Company as direct obligations of the Reinsurer to the payees under such policies and in substitution for the obligations of the Company to such payees.

15. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

16. This Agreement cannot be changed, amended, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the same is sought.

17. This Agreement constitutes the entire agreement between the parties with respect to the business being reinsured hereunder, and there are no understandings between the parties other than as expressed in this Agreement.

18. Credit for Reinsurance. The Reinsurer acknowledges that the Company's ability to obtain full credit on its statutory financial statements for the reinsurance provided by this Agreement is an essential and material part of this transaction, failing which it will not fulfill its intended purpose. The Reinsurer shall promptly notify the Company of any event or change or condition that is reasonably likely to result in the Reinsurer ceasing to be authorized to engage in the business of insurance or reinsurance in the Commonwealth of Pennsylvania. In the event that Reinsurer ceases to be so authorized, it shall immediately take such steps as are necessary to (a) restore such license and authority, (b) become accredited as a reinsurer in the Commonwealth of Pennsylvania, or (c) establish a qualified trust fund or provide a letter of credit, in each case, such that the Company shall be able to obtain full credit on its statutory financial statements for the reinsurance provided by this Agreement in Pennsylvania.

19. Arbitration. (a) The parties hereto agree to act in all things with the highest good faith. However, in the event the parties hereto cannot mutually resolve a dispute or claim which arises out of, or in connection with this Agreement, the parties hereto agree that the dispute or claim shall be submitted to binding arbitration, regardless of the

insolvency, bankruptcy, rehabilitation or liquidation of either party, unless the conservator, receiver, liquidator, or statutory successor is specifically exempted from an arbitration proceeding by applicable state law. Any arbitration shall be based upon the Procedures for the Resolution of U.S. Insurance and Reinsurance Disputes dated September 2009 (the "Procedures") -- Regular Panel Version, and as supplemented or limited by this Section 19. In the event of any conflict between the Procedures and this Section, this Section, and not the Procedures, will control.

(b) Notice. Either party may initiate arbitration by providing written notification to the other party. Such written notice shall contain a brief statement of the issue(s), the failure on behalf of the parties to reach amicable agreement and the date of demand for arbitration. The party to which the notice is sent will respond to the notification in writing, within ten (10) days of its receipt. Any notice provided by either party under this provision shall be given as provided in Section 20.

(c) Panel. The arbitration panel (the "Panel") shall consist of three disinterested arbitrators, one to be appointed by the Company, one to be appointed by the Reinsurer and the third to be appointed by the two party-appointed arbitrators. The third arbitrator shall serve as the umpire, who shall be neutral. The arbitrators and umpire shall be persons who are current or former officers or executives of a property and casualty insurer or reinsurer, other than the parties or their Affiliates or subsidiaries, with more than ten (10) years property and casualty insurance experience. The arbitrators will regard this Agreement from the standpoint of practical business and equitable principles rather than that of strict law.

(d) Procedure.

(i) Within thirty (30) days of the commencement of the arbitration proceeding, each party shall provide the other party with the identification of its party-appointed arbitrator, and his or her address (including telephone, fax and e-mail information), a copy of the arbitrator's curriculum vitae and a completed Procedures Candidate Questionnaire, as provided for in the Procedures. If either party fails to appoint an arbitrator within that thirty (30) day period, the non-defaulting party will appoint an arbitrator to act as the party-appointed arbitrator for the defaulting party. The two party-appointed arbitrators shall seek to reach agreement on an umpire as soon as practical but no later than thirty (30) days after the appointment of the second arbitrator. The party-appointed arbitrators may consult, in confidence, with the party who appointed them concerning the appointment of the umpire.

(ii) Where the two party-appointed arbitrators have failed to reach agreement on an umpire within thirty (30) days, as specified in subsection (i) of this subsection (d), an umpire shall be selected in accordance with Section 6.7 of the Procedures from potential umpires selected by each party from the Certified Umpire List maintained by ARIAS (US). The expense of the appointment of the umpire shall be borne equally by each party to this Agreement.

(iii) The Panel may, in its sole discretion, make orders and directions as it considers to be necessary for the final determination of the matters in dispute. Such orders and directions may be necessary with regard to pleadings, discovery, inspection of documents, examination of witnesses and any other matters relating to the conduct of the arbitration. The Panel will have the widest discretion permissible under the law and practice of the place of arbitration when making such orders or directions.

(iv) The Panel will base their decision on the terms and conditions of this Agreement plus, as necessary, on the customs and practices of the property and casualty insurance and reinsurance industry rather than solely on a strict interpretation of the applicable law; there will be no appeal from their decision, and should either party fail to comply with the decision of the arbitrators, the other party shall have the right to seek and receive the assistance of any court having jurisdiction of the subject matter to enforce the decision of the arbitrators by having the arbitrators' decision reduced to judgment.

(e) Place of Arbitration. The arbitration shall take place in New York, New York and shall commence no later than ninety (90) days after the appointment of the umpire.

(f) Venue. The federal and state courts of the State of New York sitting in New York County shall have exclusive jurisdiction over any and all court proceedings that either party may initiate to compel arbitration or to enforce or confirm an arbitration award, each party hereby submitting to the personal jurisdiction thereof, and the parties agree not to raise the objection that such courts are not a convenient forum.

(g) Arbitration Settlement. The decision of the Panel shall be in writing and delivered to the parties promptly following the close of the arbitration proceedings, and shall be final and binding on the parties.

(h) Arbitration Costs. Each party shall bear the expense of its own arbitration, including its arbitrator and outside attorney fees, and jointly and equally bear with the other party the expenses of the umpire. Any remaining costs of the arbitration shall be determined by the Panel, which may take into account the law and practice of the place of arbitration.

20. Notices. All notices, requests, claims, demands or other communications hereunder shall be deemed to have been duly given and made if in writing and (a) at the time personally delivered if served by personal delivery upon the party for whom it is intended, (b) at the time received if delivered by registered or certified mail (postage prepaid, return receipt requested) or by a national courier service (delivery of which is confirmed), or (c) upon confirmation if sent by facsimile; in each case to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

to the Reinsurer:

[]  
[]  
[]  
Telephone: []  
Facsimile: []  
Attention: []

with a copy (which shall not constitute notice to Reinsurer for the purposes of this Section 20) to:

Edwards Wildman Palmer LLP  
750 Lexington Avenue  
New York, NY 10022  
Telephone: (212) 912-2789  
Facsimile: (212) 308-4844  
Attention: Nick Pearson

to the Company:

[•]  
[•]  
[•]  
Telephone: [•]  
Facsimile: [•]  
Attention: [•]

with a copy (which shall not constitute notice to the Company for the purposes of this Section 20) to:

Mayer Brown LLP  
71 South Wacker Drive  
Chicago, Illinois 60606  
Telephone: (312) 782-0600  
Facsimile: (312) 701-7711  
Attention: Edward S. Best

21. Governing Law. This Agreement and its enforcement will be governed by, and interpreted in accordance with, the laws of the State of New York applicable to agreements made and to be performed entirely within such state without regard to the conflicts of law provisions thereof.

22. Reports; Access to Records. All reporting for the reinsurance provided under this Agreement and access to records relating thereto shall be provided in accordance with the ASA.

23. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the

application thereof to any person or entity or any circumstance, is found by a court or other Governmental Authority of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as would be enforceable.

24. Survival. Notwithstanding the provisions of Section 13, Sections 9, 12, 13 through 17 and 19 through 24 shall survive the termination or expiration of this Agreement.

25. Counterparts. This Agreement may be executed in any number of counterparts, which may be facsimile or email counterparts, and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Agreement taken together shall constitute but one and the same instrument.

*[signature page follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

**ONEBEACON INSURANCE COMPANY**

Attest:

By \_\_\_\_\_

\_\_\_\_\_  
Secretary

**[ATLANTIC SPECIALTY INSURANCE COMPANY]<sup>3</sup>**

Attest:

By \_\_\_\_\_

\_\_\_\_\_  
Secretary

<sup>3</sup> If the ASIC/OSBIC Merger is effected prior to the Closing Date, the bracketed language will be replaced by "ONEBEACON SPECIALTY INSURANCE COMPANY".  
AM 17421200.4

SCHEDULE I

Runoff Policies issued following 12/31/11

SCHEDULE 6.1(b)

Required Approvals

1. Massachusetts Division of Insurance
2. Pennsylvania Insurance Department

**Section 3.4(a): Authorized Capital Stock**

| <b><u>Company Name</u></b> | <b><u>Authorized Shares</u></b> | <b><u>Issued and Outstanding Shares</u></b> | <b><u>Record holder</u></b> |
|----------------------------|---------------------------------|---|-----------------------------|
| Camden Fire                | 500,000                         | 500,000                                     | OneBeacon Insurance         |
| Employers' Fire            | 60,000                          | 45,000                                      | OneBeacon Insurance         |
| Houston General            | 1,000,000                       | 1,000,000                                   | OneBeacon Insurance         |
| Northern Assurance         | 60,000                          | 45,000                                      | OneBeacon America           |
| OneBeacon America          | 60,000                          | 60,000                                      | OneBeacon Insurance         |
| OneBeacon Insurance        | 600,000                         | 400,000 <sup>(1)</sup>                      | Seller                      |
| OneBeacon Midwest          | 60,000                          | 25,000                                      | Northern Assurance          |
| OneBeacon Risk Management  | 1,000                           | 600   | OneBeacon Insurance         |
| Potomac Insurance          | 1,000,000                       | 1,000,000                                   | Seller                      |
| Traders & General          | 30,000                          | 30,000                                      | OneBeacon Insurance         |

**(1) OneBeacon Insurance holds 159,307 shares as treasury stock**

**Section 3.4(b): Subsidiaries; Ownership Interests**

**Subsidiaries:**

| <b>Acquired Company</b> | <b>Subsidiary</b>   |
|-------------------------|---|
| OneBeacon Insurance     | Traders & General<br>OneBeacon America<br>Camden Fire<br>Employers Fire<br>Houston General<br>OneBeacon Risk Management |
| OneBeacon America       | Northern Assurance  |
| Northern Assurance      | OneBeacon Midwest   |

**Ownership Interests:**

None.

**Section 3.10(b): Tax Obligations and Liabilities**

Tax sharing agreements in force until Closing Date:

1. Tax Allocation Agreement dated December 31, 2001 between Fund American Enterprises Holdings, Inc and its Subsidiaries.
2. Amendment to above agreement dated December 31, 2004 to name Fund American Financial Services, Inc., the new parent of the consolidated group.
3. Amendment #1 dated December 21, 2007 to above agreement to set forth a payment process among the Esurance sub group.
4. Amendment to above agreement dated July 1, 2010 to update the list of companies covered by the Tax Allocation Agreement.
5. Amendment to above agreement dated February 22, 2012 to remove AutoOne Insurance Company and AutoOne Select Insurance Company from the list of companies covered by the Tax Allocation Agreement.
6. Amendment to above agreement dated March 21, 2012 to add newly formed companies to the list of companies covered by the Tax Allocation Agreement.
7. Tax Sharing Agreement dated June 9, 2005 between Houston General Insurance Exchange and Houston General.
8. Tax Allocation Agreement among Seller, OneBeacon Insurance, OneBeacon America, Camden Fire and Homeland Insurance Company of New York dated May 30, 2007.

Note – upon the completion of the sale of Houston General by Houston General Insurance Exchange, the Tax Sharing Agreement dated June 9, 2005 described in Item 7 above will be terminated and Houston General will be added by amendment to the Tax Allocation Agreement dated December 31, 2001 described in Item 1 above.

**Section 3.10(d): Tax Returns**

1. Consolidated Federal Income Tax Return – Form 1120 for tax years ended December 31, 2009, 2010 and 2011
2. State Income Tax Returns for tax years ended December 31, 2009, 2010 and 2011 for the following states
  - Alabama
  - Arkansas
  - Florida
  - Louisiana
  - Kentucky
  - Mississippi
  - Nebraska
  - New Hampshire
  - Oregon
3. Premium Tax Returns for tax years ended December 31, 2009, 2010 and 2011 for the following states and jurisdictions:
  - Alabama
  - Alaska
  - Arizona
  - Arkansas
  - California
  - Colorado
  - Connecticut
  - Delaware
  - District of Columbia
  - Florida
  - Georgia
  - Hawaii
  - Idaho
  - Illinois
  - Indiana
  - Iowa
  - Kansas
  - Kentucky
  - Louisiana
  - Massachusetts
  - Maryland
  - Maine
  - South Dakota
  - Michigan
  - Minnesota
  - Missouri
  - Mississippi
  - Montana
  - North Carolina
  - North Dakota
  - Nebraska
  - New Hampshire
  - New Jersey
  - New Mexico
  - Nevada
  - New York
  - Ohio
  - Oklahoma
  - Oregon
  - Pennsylvania
  - Rhode Island
  - South Carolina
  - Tennessee
  - Texas
  - Utah
  - Virginia
  - Vermont
  - Washington
  - Wisconsin
  - West Virginia
  - Wyoming
  - Puerto Rico
  - Virgin Islands

Section 3.12: Governmental Authorizations

**ONEBEACON AUTHORIZED LINES OF BUSINESS**

1. Alabama:

**Houston General, Northern Assurance, OneBeacon Insurance:** Property, Misc. Casualty, Surety Incl. Official Surety Bonds, Marine

**Employers' Fire, OneBeacon America:** Property, Misc. Casualty, Surety Incl. Official Surety Bonds, Marine, Disability Only (A&H)

**Camden Fire:** Property, Misc. Casualty, Surety Excl. Official Surety Bonds, Marine

2. Alaska:

**Employers' Fire, Northern Assurance:** Disability, Property, Casualty (all clauses), Surety, Marine, Wet Marine & Transportation

**Houston General, OneBeacon Insurance, Traders & General:** Health, Property, Casualty (all clauses), Surety, Marine, Wet Marine & Transportation

**OneBeacon America:** Health (A&H), Property, Casualty (all clauses), Surety, Marine, Wet Marine and Transportation

3. Arizona:

**Employers' Fire, Northern Assurance, OneBeacon America:** Property, Disability (A&H), Vehicle, Surety, Marine & Transportation, Casualty (with Workers' Compensation)

**Camden Fire, OneBeacon Insurance:** Casualty (with Workers' Compensation), Marine and Transportation, Property, Surety and Vehicle

**Houston General:** Casualty (with Workers' Compensation), Marine and Transportation, Property, Surety and Vehicle

4. Arkansas:

**Employers' Fire, Northern Assurance, OneBeacon America:** Disability (A&H), Property, Casualty, Surety, Marine

**OneBeacon Insurance:** Disability (A&H), Property Casualty, Surety, Marine, Workers' Compensation

**Traders & General:** Property, Casualty, Surety, Marine and Workers' Compensation

**Houston General:** Property, Casualty, Marine

5. California:

**Employers' Fire, Northern Assurance, OneBeacon America:** Fire, Marine, Surety, Disability (A&H), Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler & Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous

**OneBeacon Insurance:** Fire, Marine, Surety, Disability (A&H), Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler & Machinery, Burglary, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous

**Camden Fire:** Fire, Marine, Surety, Plate Glass, Liability, Common Carrier Liability, Boiler and Machinery, Burglary, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous

**Houston General:** Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Burglary, Sprinkler, Automobile, Miscellaneous

6. Colorado:

**Employers' Fire, Northern Assurance:** Accident & Health, Livestock, Plate Glass, Boiler & Machinery, Burglary & Theft, Fidelity & Surety, Motor Vehicle – Full Coverage, Workers' Compensation, Liability, Personal Property Floaters, Mortgage, Credit, Fire & Lightening, Extended Coverage, Hail on Growing Crops, Earthquake, Motor Vehicle-Full Coverage, Aircraft, Inland Marine, Ocean Marine, Homeowners' Multiperil, Commercial Multiperil, Farmowners' Multiperil, Aircraft, Bodily Injury.

**Camden Fire, OneBeacon Insurance:** Crop, General Casualty, Motor Vehicle (Casualty), Workers' Compensation, Fidelity and Surety, General Property, Motor Vehicle (Property)

**Houston General:** Plate Glass, Burglary and Theft, Fidelity and Surety, Motor Vehicle-Full Coverage, Workmen's Compensation, Liability, Personal Property Floaters, Fire & Lightening, Extended Coverage, Earthquake, Motor Vehicle-Full Coverage, Inland Marine

**OneBeacon America:** Accident and Health, Crop, General Casualty, Mortgage Guaranty, Motor Vehicle (Property), Workers' Compensation, Credit (Casualty, Accident & Health), Fidelity and Surety, General Property, Motor Vehicle (Casualty) Professional Malpractice

7. Connecticut:

**OneBeacon America:** Fire, Extended Coverage, Other Allied Lines, Homeowners' Multiperil, Commercial Multiperil, earthquake, Growing Crops, Ocean Marine, Inland Marine, Accident & Health, Workers' Compensation, Liability Other than Auto (B.I. and P.D.), Auto Liability (B.I. and P.D.), Auto Physical Damage, Aircraft (all perils), Fidelity, Surety, Glass, Burglary & Theft, Boiler & Machinery, Credit

**Employers' Fire, Northern Assurance:** Fire, Extended Coverage, Other Allied Lines, Homeowners' Multiperil, Commercial Multiperil, earthquake, Growing Crops, Ocean Marine, Inland Marine, Accident & Health, Workers' Compensation, Liability Other than Auto (B.I. and P.D.), Auto Liability (B.I. and P.D.), Auto Physical Damage, Aircraft (all perils), Fidelity, Surety, Glass, Burglary & Theft, Boiler & Machinery

**Camden Fire:** Fire, Extended Coverage and Other Allied Lines, Homeowners' Multiperil Commercial Multiperil, earthquake, Growing Crops, Ocean Marine, Inland Marine, Workers' Compensation, Liability Other than Auto (B.I. and P.D.), Auto Liability (B.I. and P.D.), Auto Physical Damage, Aircraft (all perils), Fidelity and Surety, Glass, Burglary & Theft, Boiler & Machinery

**OneBeacon Insurance:** Fire, Extended Coverage and Other Allied Lines, Homeowners' Multiperil Commercial Multiperil, earthquake, Growing Crops, Ocean Marine, Inland Marine, Workers' Compensation, Liability Other than Auto (B.I. and P.D.), Auto Liability (B.I. and P.D.), Auto Physical Damage, Aircraft (all perils), Fidelity and Surety, Glass, Burglary & Theft, Boiler & Machinery, Livestock

**OneBeacon Midwest:** Fire, Extended Coverage and Other Allied Lines, Homeowners' Multiperil, Commercial Multiperil, Inland Marine, Workers' Compensation, Liability Other Than Auto (B.I. and P.D.), Auto Liability (B.I. and P.D.), Auto Physical Damage, Boiler & Machinery

**Houston General:** Fire, Extended Coverage and Other Allied Lines, Commercial Multiperil, Inland Marine, Workers' Compensation, Liability other than auto (B.I. and P.D.), Auto Liability (B.I. and P.D.), Auto Physical Damage, Fidelity & Surety, Glass, Burglary & Theft

8. Delaware:

**OneBeacon America:** Health (A&H), Property, Surety, Marine & Transportation, Casualty, Vehicle, Liability, Burglary & Theft, Personal Property Floater, Glass, Boiler & Machinery, Workers' Compensation & Employer Liability, Leakage & Fire Extinguish Equipment, Malpractice, Elevator, Livestock, Entertainments, Miscellaneous

**OneBeacon Insurance:** Property, Surety, Marine & Transportation, Casualty, Vehicle, Liability, Burglary & Theft, Personal Property Floater, Glass, Boiler & Machinery,

Workers' Compensation & Employer Liability, Leakage & Fire Extinguish Equipment, Malpractice, Elevator, Livestock, Miscellaneous

**Camden Fire:** Property, Casualty, including: Vehicle, Liability, Burglary & Theft, Personal Property Floater, Glass, Boiler & Machinery, Leakage & Fire Extinguisher, Malpractice, Elevator, Miscellaneous

**Employers' Fire:** Health (A&H), Property, Surety, Marine & Transportation, Casualty, including: Vehicle, Liability, Burglary & Theft, Personal Property Floater, Glass, Boiler & Machinery, Workmen's Compensation & Employers Liability, Leakage & Fire Extinguisher Equip., Malpractice, Elevator, Entertainments, Miscellaneous

**Houston General:** Property, Surety, Marine & Transportation, Casualty, including: Vehicle, Liability, Burglary & Theft, Personal Property Floater, Glass, Boiler & Machinery, Credit, Workers' Compensation & Employers' Liability, Leakage & Fire Extinguisher Equipment, Malpractice, Elevator, Congenital Defects, Livestock, Entertainments and Miscellaneous

**Northern Assurance:** Health (A&H), Property, Surety, Marine & Transportation, Casualty, including: Vehicle, Liability, Burglary & Theft, Personal Property Floater, Glass, Boiler & Machinery, Credit, Workers' Compensation & Employers' Liability, Leakage & Fire Extinguisher Equipment, Malpractice, Elevator, Congenital Defects, Livestock, Entertainments and Miscellaneous

9. District of Columbia:

**Employers' Fire, OneBeacon America, Northern Assurance:** Aircraft (All Perils) All Other A and H, Allied Lines, Boiler and Machinery, Burglary and Theft, Collectively Renewable A and H, Commercial Auto No-Fault (PIP), Commercial Auto Physical Damage, Commercial Multiple Peril (Non-Liability), Credit A and H (Group and Individual), Earthquake, Farmowners Multiple Peril, Fidelity, Fire, Glass, Group Accident and Health, Guaranteed Renewable A and H, Homeowners Multiple Peril, Inland Marine, Non-cancellable A and H, Non-renewable For Stated Reasons Only, Ocean Marine, Other Accident Only, Other Commercial Auto Liability, Other Liability, Other Private Passenger Auto Liability, Private Passenger Auto Physical Damage, Property And Casualty, Surety, and Workers Compensation.

**Camden Fire, OneBeacon Insurance:** Aircraft (All Perils) Allied Lines, Boiler and Machinery, Burglary and Theft, Commercial Auto No-fault (PIP), Commercial Auto Physical Damage, Commercial Multiple Peril (non-Liability), Farmowners Multiple Peril, Fidelity, Fire, Glass, Homeowners Multiple Peril, Inland Marine, Ocean Marine, Other Commercial Auto Liability, Other Liability, Other Private Passenger Auto Liability, Private Passenger Auto Physical Damage, Property and Casualty, Surety and Workers Compensation

**Houston General:** Allied Lines, Boiler and Machinery, Burglary and Theft, Commercial Auto No-fault (PIP), Commercial Auto Physical Damage, Commercial Multiple Peril (Non-Liability), Earthquake, Fidelity, Fire, Glass, Homeowners Multiple Peril, Inland Marine, Other Commercial Auto Liability, Other Liability, Other Private Passenger Auto Liability, Private Passenger Auto Physical Damage, Property And Casualty, Surety, and Workers Compensation

10. Florida:

**Employers' Fire, Northern Assurance:** Fire, Allied Lines, Homeowners' Multiperil, Farmowners' Multiperil, Commercial Multiperil, Ocean and Inland Marine, Medical Malpractice, Earthquake, Workers' Compensation, Other Liability, Auto Casualty, Commercial Auto Liability, PPA Physical Damage, Commercial Auto Physical Damage, Aircraft, Fidelity, Surety, Glass, Burglary & Theft, Boiler & Machinery, Credit, Industrial Fire, Accident & Health, Industrial Extended Coverage, Mobile Home Multi Peril, Mobile Home Physical Damage

**OneBeacon America:** Fire, Allied Lines, Farmowners' Multiperil, Commercial Multiperil, Ocean and Inland Marine, Medical Malpractice, Workers' Compensation, Other Liability, Auto Casualty, Commercial Auto Liability, PPA Physical Damage, Commercial Auto Physical Damage, Aircraft, Fidelity, Surety, Glass, Burglary & Theft, Boiler & Machinery, Credit, Industrial Fire, Accident & Health, Industrial Extended Coverage, Mobile Home Multi Peril, Mobile Home Physical Damage and Miscellaneous Casualty

**Camden Fire:** Fire, Allied Lines, Homeowners, Multi Peril, Commercial Multi Peril, Ocean Marine, Inland Marine, Workers' Compensation, Other Liability, Commercial Automobile Liability, Commercial Auto Physical Damage, Aircraft, Fidelity, Surety, Glass, Burglary and Theft, Boiler and Machinery, Mobil Home Physical Damage

**OneBeacon Insurance:** Allied Lines, Farmowners Multi Peril, Commercial Multi Peril, Ocean Marine, Inland Marine, Workers' Compensation, Commercial Automobile Liability, Commercial Auto Physical Damage, Aircraft, Fidelity, Surety, Glass, Burglary and Theft, Boiler and Machinery, Industrial Fire, Industrial Extended Coverage, Mobile Home Physical Damage

**Houston General:** Fire, Allied Lines, Farmowners Multiperil, Homeowners Multiperil, Commercial Multiperil, Inland Marine, Earthquake, Workers' Compensation, Other Liability, Auto Casualty, Commercial Auto Liability PPA Physical Damage, Commercial Auto Physical Damage, Fidelity, Surety, Glass Burglary & Theft, Boiler & Machinery, Industrial Fire, Industrial Extended Coverage

11. Georgia:

**Employers' Fire, Houston General, Northern Assurance, OneBeacon America, OneBeacon Insurance, OneBeacon Midwest:** Property, Marine & Transportation, Casualty (A&H) (including Workers' Compensation), Surety

**Camden Fire:** Property, Marine & Transportation, Casualty (A&H) (including Workers' Compensation)

**Traders & General:** Property, Marine and Transportation, Casualty (A&H) (excluding Workers' Compensation), Surety

12. Hawaii:

**Employers' Fire, Northern Assurance, OneBeacon America:** Casualty, Disability (A&H), Marine, Property, Surety, Vehicle

**OneBeacon Insurance:** Casualty, Marine, Property, Surety, Vehicle

13. Idaho:

**Camden Fire, Houston General:** Property, Marine & Transportation, Casualty (excluding Workers' Compensation)

**Employers' Fire, Northern Assurance:** Disability (A&H), Property, Marine & Transportation, Casualty (excluding Workers' Compensation), Casualty (including Workers' Compensation), Surety

**OneBeacon America:** Casualty (including Workers' Compensation), Disability (A&H) (excluding Managed Care), Marine & Transportation, Property, Surety

**OneBeacon Insurance:** Casualty (including Workers' Compensation), Marine and Transportation, Property, Surety

**Traders & General:** Property, Marine & Transportation, Casualty (excluding Workers' Compensation), Surety

14. Illinois:

**Employers' Fire, Northern Assurance:** (Class 2) Accident & Health, Vehicle, Liability, Workers' Compensation, Burglary & Forgery, Glass, Fidelity & Surety, Miscellaneous, Other Casualty Risks, Contingent Losses (Class 3) Fire, Elements, War, Riot & Explosion, Marine & Transportation, Vehicle, Property Damage, Sprinkler Leakage and Crop, Other Fire & Marine Risks, Contingent Losses

**Camden Fire, Houston General:** (Class 2) Vehicle, Liability, Workers' Compensation, Burglary and Forgery, Glass, Fidelity & Surety, Miscellaneous, Other Casualty Risks, Contingent Losses (Class 3) Fire, Elements, War, Riot & Explosion, Marine & Transportation, Vehicle, Property Damage, Sprinkler Leakage & Crop, Other Fire and Marine Risks, Contingent Losses

**OneBeacon America, OneBeacon Insurance:** (Class 2) Accident and Health, Vehicle, Liability, Workers' Compensation, Burglary and Forgery, Glass, Fidelity & Surety, Miscellaneous, Other Casualty Risks, Contingent Losses, Livestock and Domestic Animals (Class 3) Fire, Elements, War, Riot & Explosion, Marine & Transportation, Vehicle, Property Damage, Sprinkler Leakage & Crop, Other Fire and Marine Risks, Contingent Losses

**Traders & General:** (Class 2) Vehicle, Liability, Workers' Compensation, Burglary and Forgery, Glass, Fidelity & Surety, Miscellaneous, Other Casualty Risks, Contingent Losses (Class 3) Fire, Elements, War, Riot & Explosion, Marine & Transportation, Vehicle, Property Damage, Sprinkler Leakage & Crop, Other Fire and Marine Risks

**OneBeacon Midwest:** (Class 2) Accident & Health, Vehicle, Liability, Workers' Compensation, Burglary and Forgery, Glass, Fidelity and Surety, Miscellaneous, Other Casualty Risks, Contingent Losses (Class 3) Fire, Elements, Marine and Transportation, Vehicle, Property Damage, Sprinkler Leakage and Crop, Other Fire and Marine Risks, Contingent Losses

15. Indiana:

**OneBeacon Midwest:** Accident, Health & Disability-PC, Automobile-PC, Boiler and Machinery-PC, Burglary, Theft-PC, Credit-PC, Crop-PC, Fidelity & Surety w/o Bailbonds-PC, Fire, Wind, Hail, Loot, Riot-PC, Glass-PC, Legal Expense-PC, Liability, Marine-PC, Miscellaneous-PC, Sprinkler with Casualty-PC, Sprinkler with Property-PC, Workman's Comp.-PC

**Employers' Fire, Northern Assurance, OneBeacon America:** Accident and Health-Disability-PC, Automobile-PC, Boiler and Machinery-PC, Burglary, Theft-PC, Credit-PC, Crop-PC, Fidelity & Surety w/o Bailbonds-PC, Fire, Wind, Hail, Loot, Riot-PC, Glass-PC, Liability, Marine-PC, Miscellaneous-PC, Sprinkler with Casualty-PC, Sprinkler with Property-PC, Title-Mortgage Guaranty-PC, Workman's Comp.-PC

**Camden Fire:** Automobile-PC, Boiler and Machinery-PC, Burglary, Theft-PC, Credit-PC, Crop-PC, Fidelity & Surety w/o Bailbonds-PC, Fire, Wind, Hail, Loot, Riot-PC, Glass-PC, Liability, Marine-PC, Miscellaneous-PC, Sprinkler with Casualty-PC, Sprinkler with Property-PC, Title-Mortgage Guaranty-PC, Workman's Comp.-PC

**Houston General:** Accident and Health-Disability-PC, Automobile-PC, Boiler and Machinery-PC, Burglary, Theft-PC, Credit-PC, Crop-PC, Fire, Wind, Hail, Loot, Riot-PC,

Glass-PC, Liability, Marine-PC, Miscellaneous-PC, Sprinkler with Casualty-PC, Sprinkler with Property-PC, Title-Mortgage Guaranty-PC, Workman's Comp.-PC

**OneBeacon Insurance:** Automobile-PC, Boiler and Machinery-PC, Burglary, Theft-PC, Crop-PC, Fidelity & Surety w/o Bailbonds-PC, Fire, Wind, Hail, Loot, Riot-PC, Glass-PC, Liability, Marine-PC, Miscellaneous-PC, Sprinkler with Casualty-PC, Sprinkler with Property-PC, Workman's Comp.-PC

16. Iowa:

**Camden Fire, OneBeacon Insurance, Traders & General:** Fire, Extended Coverage, Other Allied Lines, Homeowners' Multi Peril, Commercial Multi Peril, Earthquake, Growing Crops, Ocean Marine, Inland Marine, Workers' Compensation, Liability Other than Auto (B.I.), Liability Other than Auto (P.D.), Auto Liability (B.I.), Auto Liability (P.D.), Auto Physical Damage, Aircraft, Fidelity, Surety, Glass, Burglary & Theft, Boiler & Machinery

**Employers' Fire, Northern Assurance, OneBeacon America:** Fire, Extended Coverage, Other Allied Lines, Homeowners' Multi Peril, Commercial Multi Peril, Earthquake, Growing Crops, Ocean Marine, Inland Marine, Accident Only (Individual), Accident and Health (Individual), Hospital and Medical Expense (Individual), Group accident and health, Non-cancellable accident and health, Workers' Compensation, Liability Other than Auto (B.I.), Liability Other than Auto (P.D.), Auto Liability (B.I.), Auto Liability (P.D.), Auto Physical Damage, Aircraft, Fidelity, Surety, Glass, Burglary & Theft, Boiler & Machinery

17. Kansas:

**OneBeacon America:** Fire, Windstorm & Hail, Extended Coverage, Optional Perils, Sprinkler Leakage, Business Interruption, Earthquake, Water Damage, Aircraft Hull, Ocean Marine, Inland Marine, Automobile Physical Damage, Homeowners Policies, Accident & Health, Auto Liability, General Liability, Workers' Compensation, Fidelity, Surety & Forgery Bonds, Glass, Burglary, Theft & Robbery, Boiler & Machinery, Credit, Malpractice Liability, Aircraft Liability

**OneBeacon Insurance:** Fire, Windstorm & Hail, Extended Coverage, Optional Perils, Sprinkler Leakage, Business Interruption, Earthquake, Water Damage, Aircraft Hull, Ocean Marine, Inland Marine, Automobile Physical Damage, Homeowners Policies, Auto Liability, General Liability, Workers' Compensation, Fidelity, Surety & Forgery Bonds, Glass, Burglary, Theft & Robbery, Boiler & Machinery, Credit, Malpractice Liability, Aircraft Liability

**Employers' Fire:** Fire, Windstorm & Hail, Extended Coverage, Optional Perils, Sprinkler Leakage, Business Interruption, Earthquake, Water Damage, Ocean Marine, Inland Marine, Automobile Physical Damage, Homeowners Policies, Accident & Health, Auto Liability, General Liability, Workers' Compensation, Fidelity, Surety & Forgery

Bonds, Glass, Burglary, Theft & Robbery, Boiler & Machinery, Credit, Malpractice Liability, Livestock Mortality, Reinsurance Only: Aircraft Hull, Aircraft Liability

**Northern Assurance:** Fire, Windstorm & Hail, Extended Coverage, Optional Perils, Sprinkler Leakage, Business Interruption, Earthquake, Water Damage, Ocean Marine, Inland Marine, Automobile, Physical Damage, Homeowners Policies, Accident & Health, Auto Liability, General Liability, Workers' Compensation, Fidelity, Surety & Forgery Bonds, Glass, Burglary, Theft & Robbery, Boiler & Machinery, Credit, Malpractice Liability, Reinsurance Only: Aircraft Hull, Aircraft Liability

**OneBeacon Midwest:** Fire, Windstorm & Hail, Extended Coverage, Additional Perils on Growing Crops, Hail on Growing Crops, Optional Perils, Sprinkler Leakage, Business Interruption, Earthquake, Water Damage, Aircraft Hull, Ocean Marine, Inland Marine, Rain, Automobile Physical Damage, Flood, Homeowners' Policies, Accident & Health, Automobile Liability, General Liability, Workers' Compensation, Fidelity, Surety & Forgery Bonds, Glass, Burglary, Theft & Robbery, Boiler & Machinery, Credit, Malpractice Liability, Livestock Mortality, Aircraft Liability, Cargo Liability

**Houston General:** Fire, Windstorm & Hail, Extended Coverage, Inland Marine, Automobile Physical Damage, Homeowners Policies, Automobile Liability, General Liability, Workers' Compensation, Fidelity, Surety & Forgery Bonds, Glass, Burglary, Theft & Robbery, Malpractice Liability

**Camden Fire:** Fire, Windstorm & Hail, Extended Coverage, Optional Perils, Sprinkler Leakage, Business Interruption, Earthquake, Water Damage, Aircraft Hull, Ocean Marine, Inland Marine, Automobile Physical Damage, Flood, Homeowners Policies, Automobile Liability, General Liability, Workers' Compensation, Fidelity, Surety & Forgery Bonds, Glass, Burglary, Theft & Robbery, Boiler & Machinery, Credit, Malpractice Liability, Aircraft Liability, Reinsurance Only: Hail on Growing Crops

18. Kentucky:

**Employers' Fire, Camden Fire, Houston General, Northern Assurance, OneBeacon America, OneBeacon Insurance:** Health, Property, Casualty (no limitations), Surety and Marine & Transportation

19. Louisiana:

**Employers' Fire, Northern Assurance:** Health and Accident, Vehicle, Liability, Workmen's Compensation, Burglary and Forgery, Glass, Fidelity and Surety, Fire and Extended Coverage, Steam Boiler and Sprinkler Leakage, Crop and Livestock, Marine and Transportation (Inland Marine) and Miscellaneous

**OneBeacon America:** Health and Accident, Vehicle, Liability, Workmen's Compensation, Burglary and Forgery, Glass, Fidelity and Surety, Fire and Extended

Coverage, Steam Boiler and Sprinkler Leakage, Marine and Transportation (Inland Marine)

**Camden Fire:** Vehicle, Liability, Workers' Compensation, Burglary & Forgery, Glass, Fire & Extended Coverage, Steam Boiler & Sprinkler Leakage, Crop & Livestock, and Marine & Transportation (Inland Marine)

**OneBeacon Insurance:** Vehicle, Liability, Workers' Compensation, Burglary & Forgery, Glass, Fire & Extended Coverage, Steam Boiler & Sprinkler Leakage, Crop & Livestock, Marine & Transportation (Inland Marine) and Fidelity & Surety

**Houston General:** Vehicle, Liability, Workers' Compensation, Burglary & Forgery, Glass, Fire and Extended Coverage, Marine and Transportation (Inland Marine), Miscellaneous

20. Maine:

**Northern Assurance, OneBeacon America:** Health (A&H) (including Credit Health), Fire, Allied Lines, Farmowners Multiple Peril, Homeowners Multiple Peril, Commercial Multiple Peril, Ocean Marine, Inland Marine, Earthquake, Workers' Compensation, Other Liability, Products Liability, Auto Liability, Auto Physical Damage, Fidelity, Surety, Glass, Burglary and Theft, Boiler and Machinery, Credit

**Employers' Fire:** Health (A&H) (including Credit Health), Fire, Allied Lines, Farmowners Multiple Peril, Homeowners Multiple Peril, Commercial Multiple Peril, Ocean Marine, Inland Marine, Earthquake, Workers' Compensation, Other Liability, Products Liability, Auto Liability, Auto Physical Damage, Fidelity, Surety, Glass, Burglary and Theft, Boiler and Machinery, Credit and Medical Malpractice

**Camden Fire:** Fire, Allied Lines, Homeowners Multiple Peril, Commercial Multiple Peril, Inland Marine, Workers' Comp, Other Liability, Auto Liability, Auto Physical Damage

**OneBeacon Insurance:** Fire, Allied Lines, Homeowners Multiple Peril, Commercial Multiple Peril, Inland Marine, Workers' Comp, Other Liability, Auto Liability, Auto Physical Damage, Aircraft (All Perils), Surety, Boiler and Machinery

21. Maryland:

**Employers' Fire, Camden Fire, Northern Assurance, OneBeacon America, OneBeacon Insurance:** Workers' Compensation, Casualty, Health, Marine, Wet Marine & Transportation, Property & Marine, Surety, Vehicle Liability

**Traders & General:** Workers' Compensation, Casualty, Marine, Wet Marine & Transportation, Property & Marine, Surety, Vehicle Liability

**Houston General:** Workers' Compensation, Casualty, Property & Marine, Surety, Vehicle

22. Massachusetts:

**OneBeacon America:** Fire, Credit, Title, Burglary, Robbery, Theft, Livestock, Repair-Replacement, Ocean & Inland Marine, Fidelity & Surety, Stock Companies Extension of Coverage, Reinsurance (except Life), Nuclear Energy, Special Hazards, Boiler, Accident – all kinds, Health – all kinds, Workers' Compensation, Liability other than Auto, Auto Liability, Glass, Water Damage & Sprinkler Leakage, Elevator Property Damage and Collision, Personal Property Floater

**Employers' Fire:** Fire, Credit, Burglary, Robbery, Theft, Livestock, Repair-Replacement, Ocean & Inland Marine, Fidelity & Surety, Stock Companies Extension of Coverage, Reinsurance (except Life), Boiler, Accident – all kinds, Health – all kinds, Workers' Compensation, Liability other than Auto, Auto Liability, Glass, Water Damage, Sprinkler Leakage, Elevator Property Damage and Collision, Personal Property Floater

**OneBeacon Insurance:** Fire, Credit, Burglary, Robbery, Theft, Livestock, Repair-Replacement, Ocean & Inland Marine, Fidelity & Surety, Reinsurance (except Life), Boiler (No Inspector), Workers' Compensation, Liability other than Auto, Auto Liability, Glass, Water Damage and Sprinkler Leakage, Elevator Property Damage and Collision

**OneBeacon Midwest:** Fire, Ocean & Inland Marine, Fidelity & Surety, Boiler (no inspector), Accident (all Kinds), Health (all Kinds), Workers' Comp., Liability other than Auto, Auto Liability, Glass, Water Damage and Sprinkler Leakage, Elevator Property Damage and Collision, Credit, Burglary, Robbery, Theft, Comprehensive M.V. & Aircraft, Personal Property Floater, Dwellings, Commercial Property

**Houston General:** Fire, Burglary, Robbery, Theft, Inland Marine Only, Fidelity & Surety, Comprehensive M.V. & Aircraft, Personal Property Floater, Dwellings, Commercial Property, Workers Compensation, Liability other than Auto, Auto Liability, Glass, Water Damage and Sprinkler Leakage

**Northern Assurance:** Fire, Credit, Burglary, Robbery, Theft, Livestock, Repair Replacement, Ocean & Inland Marine, Fidelity & Surety, Stock Companies extension of Coverage, Reinsurance (except Life), Comprehensive Motor Vehicle and Aircraft, Boiler, Accident – all kinds, Health – all kinds, Workers' Compensation, Liability Other than Auto, Auto Liability, Glass, Water Damage, Sprinkler Leakage, Elevator Property Damage and Collision, Personal Property Floater

23. Michigan:

**Employers' Fire, Northern Assurance, OneBeacon America:** Disability (A&H), Property, Ocean/Inland Marine, Auto Insurance (limited), Casualty: (Steam Boiler Flywheel & Machinery, Automobile, Workers Comp, Liability, Plate Glass, Sprinkler

and Water Damage, Credit, Burglary and Theft, Livestock, Malpractice, Miscellaneous-other), Disability coverage supplemental to Auto Insurance, Surety & Fidelity

**Camden Fire:** Property, Ocean Marine, Inland Marine, Auto Insurance (limited – commercial auto only), Casualty: (Steam Boiler, Flywheel and Machinery, Liability, Auto, Workers' Compensation, Plate Glass, Sprinkler & Water Damage, Burglary & Theft, Malpractice, Misc.-Radioactivity, Misc.-Medical Payments) Disability - supplemental to Auto, Surety & Fidelity

**OneBeacon Insurance:** Property (including radioactivity), Property, Ocean Marine, Inland Marine, Auto Insurance (limited), Casualty: (Steam Boiler, Flywheel and Machinery, Auto, Workers' Compensation, Liability, Glass, Sprinkler and Water Damage, Burglary & Theft, Livestock, Malpractice, Misc.-Aircraft, Misc.- Radioactivity, Misc Other) Disability - Supplemental to Auto, Surety & Fidelity

24. Minnesota:

**Employers' Fire, Houston General, Northern Assurance, OneBeacon America:** Fire and Allied Lines, Marine, Personal Property Floater Risks, Boiler & Machinery, Accident & Health, Workers' Compensation, Fidelity & Surety, Glass, Burglary & Theft, Securities & Drafts, Personal Property Floater on Individuals, Water Damage, Livestock, Credit, Automobile, General Liability, Elevator

**OneBeacon Insurance:** Fire and Allied Lines, Marine, Personal Property Floater Risks, Boiler & Machinery, Accident & Health, Workers' Compensation, Fidelity & Surety, Glass, Burglary & Theft, Securities & Drafts, Personal Property Floater on Individuals, Water Damage, Livestock, Automobile, General Liability, Elevator

**Camden Fire:** Fire and Allied Lines, Marine, Personal Property Floater Risks, Boiler & Machinery, Workers' Compensation, Fidelity & Surety, Glass, Burglary & Theft, Security & Drafts, Personal Property Floater on Individuals, Water Damage, Automobile, General Liability

25. Mississippi:

**Employers' Fire, Northern Assurance, OneBeacon Insurance:** Accident & Health, Aircraft, Automobile Physical Damage/Liability, Boiler and Machinery, Casualty/Liability, Fidelity, Fire/Allied Lines, Guaranty, Home/Farm Owners, Inland Marine, Ocean Marine, Plate Glass, Surety, Workers' Compensation

**OneBeacon America:** Accident & Health, Aircraft, Automobile Physical Damage/Liability, Boiler and Machinery, Casualty/Liability, Fidelity, Fire/Allied Lines, Guaranty, Home/Farm Owners, Inland Marine, Ocean Marine, Plate Glass, Surety, Trip Accident and Baggage, Workers' Compensation

**Camden Fire:** Aircraft, Automobile Physical Damage/Liability, Casualty/Liability, Fire/Allied Lines, Guaranty, Home/Farm Owners, Inland Marine, Ocean Marine, Plate Glass, Workers' Compensation

**Houston General:** Accident & Health, Boiler and Machinery, Casualty/Liability, Fidelity, Fire/Allied Lines, Inland Marine, Plate Glass, Surety, Workers' Compensation

26. Missouri:

**Employers' Fire, OneBeacon America:** Accident and Health, Fidelity and Surety, Liability, Miscellaneous, Property

**Camden Fire, Houston General, Northern Assurance, OneBeacon Insurance:** Fidelity and Surety, Liability, Miscellaneous, Property

27. Montana:

**Employers' Fire, Northern Assurance, OneBeacon America:** Disability (A&H), Property, Casualty, Surety, Marine

**Houston General, OneBeacon Insurance, Traders & General:** Property, Casualty, Surety, Marine

**Camden Fire:** Property, Casualty, Marine

28. Nebraska:

**Employers' Fire, Northern Assurance:** Sickness and Accident, Property, Glass, Burglary & Theft, Boiler and Machinery, Liability, Workers' Compensation & Employers' Liability, Vehicle, Fidelity, Surety, Credit, Marine, Miscellaneous Insurance

**OneBeacon America:** Sickness and Accident, Property, Glass, Burglary & Theft, Boiler and Machinery, Liability, Workers' Compensation & Employers' Liability, Vehicle, Fidelity, Surety, Credit, Marine

**Camden Fire:** Property, Glass, Burglary & Theft, Boiler & Machinery, Liability, Workers' Compensation & Employers Liability, Vehicle, Marine

**OneBeacon Insurance:** Property, Glass, Burglary and Theft, Boiler and Machinery, Liability, Workers' Compensation & Employer's Liability, Vehicle, Fidelity, Surety, Marine, Miscellaneous

**Houston General:** Sickness and Accident Insurance, Property Insurance, Burglary and Theft Insurance, Liability Insurance, Workers' Compensation & Employer's Liability, Vehicle Insurance, Marine Insurance

29. Nevada:

**Camden Fire:** Property, Casualty, Surety

**Employers' Fire:** Health (A&H), Property, Casualty, Surety (including Workers' Compensation)

**Northern Assurance:** Property, Casualty (including Workers' Compensation), Surety, Health (A&H)

**OneBeacon Insurance:** Property, Surety, Marine & Transportation, Casualty (including Workers' Compensation)

**Houston General, Traders & General:** Property, Casualty, Marine & Transportation

**OneBeacon America:** Health (A&H), Property, Surety, Marine & Transportation, Casualty, (including Workers' Compensation)

30. New Hampshire:

**Employers' Fire, Northern Assurance, OneBeacon America:** Fire and Allied Lines, Marine Coverages, Accident and/or Health Coverages, Liability Coverages (including Workers' Compensation), Casualty Coverages, Fidelity, Surety, Credit Insurance, Mortgage Guaranty, Bonds and Financial Guaranty

**Camden Fire, OneBeacon Insurance:** Fire and Allied Lines, Marine Coverage, Liability Coverages (including Workers' Compensation), Casualty Coverages, Fidelity, Surety, Credit Insurance, Mortgage Guaranty, Bonds and Financial Guaranty

31. New Jersey:

**Employers' Fire, Northern Assurance, OneBeacon America:** Fire, Earthquake, Growing Crops, Ocean Marine, Inland Marine, Workers' Compensation & Employers' Liability, Automobile Liability (BI), Automobile Liability (PD), Automobile Physical Damage, Aircraft Physical Damage, Other Liability, Boiler & Machinery, Fidelity & Surety, Credit, Burglary & Theft, Glass, Sprinkler Leakage, Livestock, Smoke & Smudge, Physical Loss to Buildings, Radioactive Contamination, Mechanical Breakdown/Power Failure, Accident and Health

**Camden Fire:** Fire, Earthquake, Growing Crops, Ocean Marine, Inland Marine, Workers' Compensation & Employers' Liability, Automobile Liability (BI), Automobile Liability (PD), Automobile Physical Damage, Aircraft Physical Damage, Other Liability, Boiler & Machinery, Fidelity & Surety, Credit, Burglary & Theft, Glass, Sprinkler Leakage, Livestock, Physical Loss to Buildings, Radioactive Contamination, Mechanical Breakdown/Power Failure, Accident and Health

**Houston General:** Fire, Earthquake, Growing Crops, Ocean Marine, Inland Marine, Workers' Compensation & Employers' Liability, Automobile Liability (BI), Automobile Liability (PD), Automobile Physical Damage, Aircraft Physical Damage, Other Liability, Boiler & Machinery, Fidelity & Surety, Credit, Burglary & Theft, Glass, Sprinkler Leakage, Livestock, Smoke & Smudge, Physical Loss to Buildings, Mechanical Breakdown/Power Failure

**OneBeacon Insurance:** Fire, Earthquake, Growing Crops, Ocean Marine, Inland Marine, Workers' Compensation & Employers' Liability, Automobile Liability (BI), Automobile Liability (PD), Automobile Physical Damage, Aircraft Physical Damage, Other Liability, Boiler & Machinery, Fidelity & Surety, Burglary & Theft, Glass, Sprinkler Leakage, Livestock, Physical Loss to Buildings, Radioactive Contamination, Mechanical Breakdown/Power Failure, Accident and Health

32. New Mexico:

**Camden Fire, Houston General, Northern Assurance, OneBeacon America, OneBeacon Insurance** Property, Marine & Transportation, Casualty (A&H), Surety, Vehicle Insurance

**Employers' Fire:** Fire, Vehicle, Casualty (A&H)

33. New York:

**Employers' Fire, Northern Assurance, OneBeacon America, OneBeacon Midwest:** Accident and Health, Fire, Miscellaneous Property, Water Damage, Burglary and Theft, Glass, Boiler and Machinery, Elevator, Animal, Collision, Personal Injury Liability, Property Damage Liability, Workers' Compensation and Employers' Liability, Fidelity and Surety, Credit, Motor Vehicle and Aircraft Physical Damage, Marine and Inland Marine, Marine Protection and Indemnity Insurance, Gap (B)Motor vehicle lessee/debtor gap insurance

**Camden Fire:** Accident and Health, Fire, Miscellaneous Property, Water Damage, Burglary and Theft, Glass, Boiler and Machinery, Elevator, Animal, Collision, Personal Injury Liability, Property Damage Liability, Workers' Compensation and Employers' Liability, Fidelity and Surety, Credit, Motor Vehicle and Aircraft Physical Damage, Marine and Inland Marine, Marine Protection and Indemnity Insurance, Gap (A)Motor Vehicle lessor/creditor gap insurance, (B)Motor vehicle lessee/debtor gap insurance, (C)Non-motor vehicle lessor/creditor gap insurance, (D)Non-motor vehicle lessee/debtor gap insurance

**OneBeacon Insurance:** Accident and Health, Fire, Miscellaneous Property, Water Damage, Burglary and Theft, Glass, Boiler and Machinery, Elevator, Animal, Collision, Personal Injury Liability, Property Damage Liability, Workers' Compensation and Employers' Liability, Fidelity and Surety, Credit, Motor Vehicle and Aircraft Physical Damage, Marine and Inland Marine, Marine Protection and Indemnity Insurance, Legal

Services and Gap Insurance (A)Motor Vehicle lessor/creditor gap insurance, (B)Motor vehicle lessee/debtor gap insurance, (C)Non-motor vehicle lessor/creditor gap insurance, (D)Non-motor vehicle lessee/debtor gap insurance

**Houston General:** Fire, Miscellaneous, Property, Water Damage, Burglary and Theft, Glass, Boiler and Machinery, Elevator, Collision, Personal Injury Liability, Property Damage Liability, Workers' Compensation and Employers' Liability, Fidelity and Surety, Motor Vehicle and Aircraft Physical Damage, Marine and Inland Marine, Marine Protection and Indemnity Insurance

34. North Carolina:

**Camden Fire:** Fire, Miscellaneous Property (extended coverage and growing crops), Water Damage including Sprinkler Leakage (Commercial and Residential), Burglary and Theft, Glass, Collision (Auto and Other), Personal Injury Liability (automobile and other), Property Damage Liability (automobile and other), Workmen's Compensation & Employer's Liability, Fidelity and Surety, Credit, Motor Vehicle and Aircraft (property damage, fire, theft, comprehensive, collision), Inland and Ocean Marine

**Employers' Fire:** Accident and Health, including Hospitalization (cancelable and non-cancelable), Fire, Miscellaneous Property (extended coverage and growing crops), Water Damage including Sprinkler Leakage (Commercial and Residential), Burglary and Theft, Glass, Boiler and Machinery, Elevator, Animal, Collision (Auto and Other), Personal Injury Liability (automobile and other), Property Damage Liability (automobile and other), Workmen's Compensation & Employer's Liability, Fidelity and Surety, Credit, Motor Vehicle and Aircraft (property damage, fire, theft, comprehensive, collision), Inland and Ocean Marine, Marine Protection and Indemnity

**Houston General:** Fire, Miscellaneous Property (extended coverage), Water Damage including Sprinkler Leakage (Commercial and Residential), Burglary and Theft, Glass, Elevator, Collision (Auto and Other), Personal Injury Liability (automobile and other), Property Damage Liability (automobile and other), Workmen's Compensation & Employer's Liability, Fidelity and Surety, Motor Vehicle and Aircraft (property damage, fire, theft, comprehensive, collision), Inland Marine

**Northern Assurance:** Accident and Health, including Hospitalization (cancelable and non-cancelable), Fire, Miscellaneous Property (extended coverage and growing crops), Water Damage including Sprinkler Leakage (Commercial and Residential), Burglary and Theft, Glass, Boiler and Machinery, Elevator, Animal Insurance, Collision (Auto and Other), Personal Injury Liability (automobile and other), Property Damage Liability (automobile and other), Workmen's Compensation & Employer's Liability, Fidelity and Surety, Credit, Motor Vehicle and Aircraft (property damage, fire, theft, collision), Inland and Ocean Marine, Marine Protection and Indemnity Insurance

**OneBeacon America:** Accident and Health, including Hospitalization (cancelable and non-cancelable), Fire, Miscellaneous Property (extended coverage and growing crops),

Water Damage including Sprinkler Leakage (Commercial and Residential), Burglary and Theft, Glass, Boiler and Machinery, Elevator, Animal Insurance, Collision (Auto and Other), Personal Injury Liability (automobile and other), Property Damage Liability (automobile and other), Workmen's Compensation & Employer's Liability, Fidelity and Surety, Motor Vehicle and Aircraft (comprehensive), Credit, Motor Vehicle and Aircraft (property damage, fire, theft, collision), Inland and Ocean Marine, Marine Protection and Indemnity Insurance

**OneBeacon Insurance:** Fire, Miscellaneous Property (extended coverage and growing crops), Water Damage including Sprinkler Leakage (Commercial and Residential), Burglary and Theft, Glass, Boiler and Machinery, Elevator, Animal, Collision (Auto and Other), Personal Injury Liability (automobile and other), Property Damage Liability (automobile and other), Workmen's Compensation & Employer's Liability, Fidelity and Surety, Motor Vehicle and Aircraft (property damage, fire, theft, comprehensive, collision), Inland Marine, Marine Protection and Indemnity

**OneBeacon Midwest:** Accident and Health, including Hospitalization (cancelable, non-cancelable, credit-small loans, credit-other than small loans), Fire, Miscellaneous Property (extended coverage and growing crops), Water Damage including Sprinkler Leakage (Commercial and Residential), Burglary and Theft, Glass, Boiler and Machinery, Elevator, Animal Insurance, Collision (Auto and Other), Personal Injury Liability (automobile and other), Property Damage Liability (automobile and other), Workmen's Compensation & Employer's Liability, Fidelity and Surety, Credit, Motor Vehicle and Aircraft (property damage, fire, theft, comprehensive, collision), Inland and Ocean Marine, Marine Protection and Indemnity Insurance

35. North Dakota:

**Camden Fire, Houston General, OneBeacon Insurance, Traders & General:** Casualty, Property

**Employers' Fire, Northern Assurance, OneBeacon America:** Accident & Health, Casualty, Property

36. Ohio:

**Employers' Fire, Northern Assurance, OneBeacon America:** Accident & Health, Aircraft, Allied Lines, Boiler & Machinery, Burglary & Theft, Collectively Renewable A & H, Commercial Auto-Liability Other, Commercial Auto-No Fault, Commercial Auto-Phys. Damage, Credit, Credit Accident & Health, Earthquake, Fidelity, Financial Guaranty, Fire, Glass, Group Accident & Health, Guaranteed Renewable A & H, Inland Marine, Medical Malpractice, Multiple Peril-Commercial, Multiple Peril-Farmowners, Multiple Peril-Homeowners, Noncancellable A & H, Nonrenew-State Reasons (A&H), Ocean Marine, Other Accident only, Other Liability, Private Passenger Auto-No Fault, Private Passenger Auto-Liability Other, Private Passenger-Phys Damage, Surety, Workers' Compensation

**Camden Fire, OneBeacon Insurance:** Allied Lines, Boiler & Machinery, Burglary & Theft, Commercial Auto-Liability Other, Commercial Auto-No Fault, Commercial Auto-Phys. Damage, Earthquake, Fidelity, Fire, Glass, Inland Marine, Multiple Peril-Commercial, Multiple Peril-Farmowners, Multiple Peril-Homeowners, Ocean Marine, Other Liability, Private Passenger Auto-No Fault, Private Passenger Auto-Liability Other, Private Passenger-Phys Damage, Surety, Workers' Compensation

**Houston General:** Aircraft, Allied Lines, Boiler & Machinery, Burglary & Theft, Commercial Auto-Liability Other, Commercial Auto-No Fault, Commercial Auto-Phys. Damage, Fidelity, Fire, Glass, Inland Marine, Multiple Peril-Commercial, Other Liability, Private Passenger Auto-No Fault, Private Passenger Auto-Liability Other, Private Passenger-Phys Damage, Surety, Workers' Compensation

37. Oklahoma:

**Camden Fire:** Property, Casualty, Marine, Vehicle, Workers' Compensation

**Employers' Fire, OneBeacon America:** Accident & Health, Property, Casualty, Marine, Vehicle, Surety (excluding bail), Workers' Compensation

**Houston General, Northern Assurance:** Accident & Health, Property, Casualty, Marine, Vehicle, Workers' Compensation

**OneBeacon Insurance:** Property, Casualty, Marine, Vehicle, Surety, Workers' Compensation

38. Oregon:

**Northern Assurance, OneBeacon America:** Property, Casualty (including Workers' Compensation), Marine and Transportation, Surety, Health

**Houston General, OneBeacon Insurance:** Property, Casualty (including Workers' Compensation), Marine and Transportation, Surety

**Camden Fire, Traders & General:** Property, Casualty (excluding Workers' Compensation), Marine and Transportation

**Employers' Fire:** Fire, Marine and Transportation, Casualty (including Workers' Compensation), Disability, Surety, Credit

39. Pennsylvania:

**Camden Fire, Northern Assurance, OneBeacon America, OneBeacon Insurance, Potomac Insurance:** Accident and Health, Boiler and Machinery, Credit, Fidelity and Surety, Inland Marine and Physical Damage, Mine and Machinery, Other Liability,

Property and Allied Lines, Workers' Compensation, Auto Liability, Burglary and Theft, Elevator, Glass, Livestock, Ocean Marine, Personal Property Floater, Water Damage

**Employers' Fire:** Accident and Health, Boiler and Machinery, Credit, Fidelity and Surety, Inland Marine and Physical Damage, Other Liability, Property and Allied Lines, Workers' Compensation, Auto Liability, Burglary and Theft, Elevator, Glass, Livestock, Ocean Marine, Personal Property Floater, Water Damage

**Houston General:** Accident and Health, Boiler and Machinery, Credit, Fidelity and Surety, Inland Marine and Physical Damage, Mine and Machinery, Other Liability, Property and Allied Lines, Worker's Comp, Auto Liability, Burglary and Theft, Elevator, Glass, Livestock, Ocean Marine

40. Rhode Island:

**Employers' Fire, Northern Assurance:** Fire, Allied Lines, Multi-Peril Crop, Federal Flood, Farmowners Multi-Peril, Homeowners Multi-Peril, Commercial Multi-Peril, Ocean Marine, Inland Marine, Medical Malpractice, Earthquake, Accident & Health, Workers' Compensation, Other Liability, Products Liability, Automobile (Full Coverage), Aircraft (All Perils), Fidelity, Surety, Glass, Burglary and Theft, Boiler and Machinery, Credit

**Camden Fire:** Fire, Allied Lines, Homeowners Multi-Peril, Commercial Multi-Peril, Ocean Marine, Inland Marine, Earthquake, Accident & Health, Workers' Compensation, Other Liability, Products Liability, Automobile (Full Coverage), Aircraft (All Perils), Fidelity, Surety, Glass, Burglary and Theft, Boiler and Machinery, Credit

**Houston General:** Fire, Allied Lines, Federal Flood, Farmowners Multi-Peril, Commercial Multi-Peril, Ocean Marine, Inland Marine, Earthquake, Workers' Compensation, Other Liability, Products Liability, Automobile (Full Coverage), Aircraft (All Perils), Fidelity, Surety, Glass, Burglary and Theft, Boiler and Machinery, Financial Guaranty

**OneBeacon America:** Fire, Allied Lines, Homeowners Multi-Peril, Commercial Multi-Peril, Ocean Marine, Inland Marine, Accident & Health, Workers' Compensation, Other Liability, Products Liability, Automobile (Full Coverage), Fidelity & Surety, Glass, Burglary and Theft, Boiler and Machinery, Credit

**OneBeacon Insurance:** Fire, Allied Lines, Multi-Peril Crop, Federal Flood, Farmowners Multi-Peril, Homeowners Multi-Peril, Commercial Multi-Peril, Ocean Marine, Inland Marine, Medical Malpractice, Earthquake, Workers' Compensation, Other Liability, Products Liability, Automobile (Full Coverage), Aircraft (All Perils), Fidelity, Surety, Glass, Burglary and Theft, Boiler and Machinery, Credit

41. South Carolina:

**Employers' Fire, Northern Assurance, OneBeacon America:** Accident and Health, Property, Casualty, Surety, Marine

**Camden Fire:** Property, Casualty, Marine

**Houston General, OneBeacon Insurance:** Property, Casualty, Surety, Marine

42. South Dakota:

**Employers' Fire, Northern Assurance:** Health, Fire and Allied Lines, Inland & Ocean Marine, Workmen's Compensation, Bodily Injury (No Auto), Property Damage (No Auto), Bodily Injury (Auto), Property Damage (Auto), Physical Damage (Auto), Fidelity and Surety, Glass, Burglary & Theft, Boiler & Machinery, Aircraft, Credit, Crop Hail, Livestock

**OneBeacon Insurance, Pennsylvania General Insurance Company:** Fire and Allied Lines, Inland & Ocean Marine, Workmen's Compensation, Bodily Injury (No Auto), Property Damage (No Auto), Bodily Injury (Auto), Property Damage (Auto), Physical Damage (Auto), Fidelity and Surety, Glass, Burglary & Theft, Boiler & Machinery, Aircraft, Credit (Mortgage Guaranty), Crop Hail, Livestock

**Camden Fire:** Fire and Allied Lines, Inland & Ocean Marine, Workmen's Compensation, Bodily Injury (No Auto), Property Damage (No Auto), Glass, Burglary & Theft, Boiler & Machinery, Crop Hail

**Traders & General:** Fire & Allied Lines, Inland & Ocean Marine, Worker's Compensation, Bodily Injury (No Auto), Property Damage (No Auto), Bodily Injury (Auto), Property Damage (Auto), Physical Damage (Auto), Fidelity & Surety Bonds, Glass, Burglary & Theft, Boiler & Machinery, Crop Hail, Livestock

**Houston General:** Fire and Allied Lines, Inland & Ocean Marine, Workmen's Compensation, Bodily Injury (No Auto), Property Damage (No Auto), Bodily Injury (Auto), Property Damage (Auto), Physical Damage (Auto), Fidelity and Surety, Glass, Burglary & Theft, Boiler & Machinery, Aircraft

**OneBeacon America:** Health, Fire and Allied Lines, Inland & Ocean Marine, Workmen's Compensation, Bodily Injury (No Auto), Property Damage (No Auto), Bodily Injury (Auto), Property Damage (Auto), Physical Damage (Auto), Fidelity and Surety, Glass, Burglary & Theft, Boiler & Machinery, Credit, Livestock, Travel Accident & Baggage

43. Tennessee:

**Employers' Fire, Houston General, Northern Assurance, Traders & General:** Vehicle, Property, Casualty (A&H), Surety

**Camden Fire, OneBeacon America, OneBeacon Insurance:** Property Casualty (A&H), Surety

44. Texas:

**Employers' Fire:** Fire, Allied Coverages, Hail-growing crops only, Inland Marine, Ocean Marine, Aircraft--Liability & Physical Damage, Accident and Health, Workmen's Compensation and Employers' Liability, Automobile--Liability & Physical Damage, Liability other than Automobile, Fidelity and Surety, Glass, Burglary & Theft, Forgery, Boiler & Machinery, and Credit Insurance, and Reinsurance on all lines except Life and Annuities

**Northern Assurance, OneBeacon America:** Fire, Allied Coverages, Hail-growing crops only, Rain, Inland Marine, Ocean Marine, Aircraft-Liability, Auto Physical Damage, Accident, Health, Workmen's Compensation and Employers' Liability, Automobile--Liability & Physical Damage, Liability other than Automobile, Fidelity and Surety, Glass, Burglary & Theft, Boiler & Machinery, Credit

**Camden Fire:** Fire, Allied Coverages, Hail-growing crops only, Inland Marine, Ocean Marine, Aircraft--Liability & Physical Damage, Workmen's Compensation and Employers' Liability, Automobile--Liability & Physical Damage, Liability other than Automobile, Glass, Burglary & Theft, Boiler & Machinery, Livestock and Reinsurance on all lines authorized to be written on a direct basis.

**Houston General:** Fire, Allied Coverages, Hail-growing crops only, Rain, Inland Marine, Ocean Marine, Aircraft--Liability & Physical Damage, Accident, Health, Workmen's Compensation and Employers' Liability, Automobile--Liability & Physical Damage, Liability other than Automobile, Fidelity and Surety, Glass, Burglary & Theft, Forgery, Boiler & Machinery, Credit, Livestock and Reinsurance on all lines authorized to be written on a direct basis.

**OneBeacon Insurance:** Fire, Allied Coverages, Hail-growing crops only, Inland Marine, Ocean Marine, Aircraft--Liability & Physical Damage, Workmen's Compensation and Employers' Liability, Employers' Liability, Automobile--Liability & Physical Damage, Liability other than Automobile, Fidelity & Surety, Glass, Burglary & Theft, Forgery, Boiler & Machinery, Credit, Livestock and Reinsurance on all lines authorized to be written on a direct basis.

**Traders & General:** Fire, Allied Coverages, Hail-growing crops only, Rain, Inland Marine, Ocean Marine, Aircraft--Liability & Physical Damage, Workmen's Compensation and Employers' Liability, Employers' Liability, Automobile--Liability &

Physical Damage, Liability other than Automobile, Fidelity & Surety, Glass, Burglary & Theft, Forgery, Boiler & Machinery, Credit, Livestock and Reinsurance on all lines authorized to be written on a direct basis

45. Utah:

**Camden Fire, Employers' Fire, Northern Assurance, OneBeacon America, OneBeacon Insurance:** Accident & Health, Liability, Marine & Transportation, Professional Liability (including Medical Malpractice), Property, Surety, Bail Bond Surety, Vehicle Liability, Liability Insurance, Workers' Compensation

**Houston General:** Disability, Liability (including Vehicle, excluding disability), Marine & Transportation, Professional Liability (including Medical Malpractice), Property, Surety, Vehicle Liability, Workers' Compensation

46. Vermont:

**Employers' Fire (MA), Northern Assurance (MA), OneBeacon America (MA), OneBeacon Insurance (PA):** Fully licensed and authorized to transact in Vermont the insurance business authorized by the charter and domicile state, in accordance with the Laws of the State of Vermont, Title 8, Chapter 101, Subchapter 2.

47. Virginia:

**Employers' Fire, Northern Assurance, OneBeacon America:** Accident & Sickness, Fire, Misc Property & Casualty, Farm Multiple Peril, Homeowners Multiple Peril, Commercial Multiple Peril, Ocean Marine, Inland Marine, Workers Compensation-Employer, Liability other than Auto, Auto Liability, Auto Physical Damage, Aircraft Liability, Air Physical Damage, Fidelity, Surety, Glass, Burglary & Theft, Boiler & Machinery, Credit, Water Damage

**Camden Fire, OneBeacon Insurance:** Fire, Misc Property & Casualty, Farm Multiple Peril, Homeowners Multiple Peril, Commercial Multiple Peril, Ocean Marine, Inland Marine, Workers Compensation-Employer, Liability other than Auto, Auto Liability, Auto Physical Damage, Aircraft Liability, Air Physical Damage, Fidelity, Surety, Glass, Burglary & Theft, Boiler & Machinery, Credit, Water Damage

**Houston General:** Fire, Misc Property and Casualty, Farm Multiple Peril, Homeowners Multiple Peril, Commercial Multiple Peril, Inland Marine, Workers Compensation-Employer, Liability other than Auto, Auto Liability, Auto Physical Damage, Fidelity, Surety, Glass, Burglary & Theft, Boiler & Machinery

**OneBeacon Midwest:** Accident & Sickness, Fire, Misc Property & Casualty, Farm Multiple Peril, Homeowners Multiple Peril, Commercial Multiple Peril, Ocean Marine, Inland Marine, Workers Compensation-Employer, Liability other than Auto, Auto Liability, Auto Physical Damage, Aircraft Liability, Air Physical Damage, Fidelity,

Surety, Glass, Burglary & Theft, Boiler & Machinery, Credit, Animal, Water Damage, Home Protection

48. Washington:

**Employers' Fire, Northern Assurance, OneBeacon America:** Disability, Property, Marine and Transportation, General Casualty, Surety, Ocean Marine and Foreign Trade

**Camden Fire:** Property, Marine and Transportation, General Casualty, Ocean Marine and Foreign Trade

**Houston General:** Disability, Property, Marine and Transportation, General Casualty, Surety, Vehicle, Ocean Marine and Foreign Trade

**OneBeacon Insurance:** Property, Marine and Transportation, General Casualty, Surety, Ocean Marine and Foreign Trade

**Traders & General:** Property, Marine and Transportation, General Casualty, Vehicle, Ocean Marine and Foreign Trade

49. West Virginia:

**Employers' Fire, Northern Assurance, OneBeacon America:** Accident & Sickness, Fire, Marine, Casualty, Surety

**Camden Fire, OneBeacon Insurance:** Fire, Marine, Casualty, Surety

**Houston General:** Fire, Marine, Casualty

50. Wisconsin:

**Employers' Fire, Northern Assurance, OneBeacon America:** Fire, Inland Marine and Other Property, Ocean Marine, Disability (A&H), Liability and Incidental Medical Expense (other than Automobile), Automobile and Aircraft, Fidelity, Surety, Credit, Workers' Compensation, Miscellaneous

**Camden Fire, OneBeacon Midwest:** Fire, Inland Marine and Other Property, Ocean Marine, Liability and Incidental Medical Expense (other than Automobile), Automobile and Aircraft, Fidelity, Surety, Credit, Miscellaneous

**Houston General, Traders & General:** Fire, Inland Marine and Other Property, Ocean Marine, Liability and Incidental Medical Expense (other than Automobile), Automobile and Aircraft, Fidelity, Surety, Miscellaneous

**OneBeacon Insurance:** Fire, Inland Marine and Other Property, Ocean Marine, Liability and Incidental Medical Expense (other than Automobile), Automobile and Aircraft, Fidelity, Surety, Workers' Compensation, Miscellaneous

51. Wyoming:

**Employers' Fire, Houston General, Northern Assurance, OneBeacon America, OneBeacon Insurance, OneBeacon Midwest:** Multiple Lines (any kind of insurance other than title, life or granting of annuities)

52. Puerto Rico:

**OneBeacon America:** Property, Marine and Transportation, Vehicle, Casualty and Surety Insurance

**OneBeacon Insurance:** Disability, Property, Title, Marine and Transportation, Agricultural, Vehicle, Casualty and Surety Business

53. Virgin Islands:

**Employers' Fire, Northern Assurance, OneBeacon America:** All Lines Except Life and Title

**Section 3.13(a): Intellectual Property**

All Trademarks and Domain Names listed below will be transferred to Seller prior to Closing.

(i)

Mark: OnTime  
Registration No.: 2465796  
Registration Date: 7/3/2001  
Owner: OneBeacon America

Mark: OnePac  
Registration No.: 2811562  
Registration Date: 2/3/2004  
Owner: OneBeacon Insurance

Mark: OneBeacon Professional Partners  
Registration No.: 2780433  
Registration Date: 11/4/2003  
Owner: OneBeacon Insurance

Mark: Tele-Tech  
Registration No.: 1732179  
Registration Date: 11/10/1992  
Owner: OneBeacon America

Mark: OneBeacon Assistance Services  
Registration No.: 3493598  
Registration Date: 8/26/2008  
Owner: OneBeacon Insurance

Mark: OneBeacon Government Risks  
Registration No.: 3556838  
Registration Date: 1/6/2009  
Owner: OneBeacon Insurance

Mark: OneBeacon Energy Group  
Registration No.: 3745362  
Registration Date: 2/2/2010  
Owner: OneBeacon Insurance

Mark: More Power to Live Well  
Registration No.: 3698224  
Registration Date: 10/20/2009  
Owner: OneBeacon Insurance

|                    |  |
|--------------------|--|
| Mark:              | OneBeacon Professional Insurance                     |
| Registration No.:  | 3776212  |
| Registration Date: | 4/13/2010  |
| Owner:             | OneBeacon Insurance                                  |
| Mark:              | OneBeacon  |
| Registration No.:  | 3619458  |
| Registration Date: | 5/12/2009  |
| Owner:             | OneBeacon Insurance                                  |
| Mark:              | OneBeacon Insurance (words and design)               |
| Registration No.:  | 3619459  |
| Registration Date: | 5/12/2009  |
| Owner:             | OneBeacon Insurance                                  |
| Mark:              | OneBeacon Services                                   |
| Registration No.:  | 3739926  |
| Registration Date: | 1/19/2010  |
| Owner:             | OneBeacon Insurance                                  |
| Mark:              | OneBeacon @vantage                                   |
| Registration No.:  | 3744310  |
| Registration Date: | 2/2/2010   |
| Owner:             | OneBeacon Insurance                                  |
| Mark:              | @vantage   |
| Registration No.:  | 3736921  |
| Registration Date: | 1/12/2010  |
| Owner:             | OneBeacon Insurance                                  |
| Mark:              | OneBeacon FastLane                                   |
| Registration No.:  | 3829549  |
| Registration Date: | 8/3/2010   |
| Owner:             | OneBeacon Insurance                                  |
| Mark:              | International Marine Underwriters (words and design) |
| Registration No.:  | 2341168  |
| Registration Date: | 4/11/2000  |
| Owner:             | OneBeacon Insurance                                  |
| Mark:              | Entirely Better                                      |
| Registration No.:  | 3781114  |
| Registration Date: | 4/27/2010  |
| Owner:             | OneBeacon Insurance                                  |

Mark: AboutRisk  
Registration No.: 3914241  
Registration Date: 2/1/2011  
Owner: OneBeacon Insurance

Mark: OneBeacon Insurance Group (words and design)  
Registration No.: 4034193  
Registration Date: 10/4/2011  
Owner: OneBeacon Insurance

Mark: OneBeacon Entertainment  
Registration No.: 4028875  
Registration Date: 9/20/2011  
Owner: OneBeacon Insurance

Mark: OneBeacon Accident Group  
Registration No.: 4038329  
Registration Date: 10/11/2011  
Owner: OneBeacon Insurance

Mark: Pro2Pro  
Registration No.: 4102207  
Registration Date: 2/21/2012  
Owner: OneBeacon Insurance

State Mark: OBi  
State: RI  
Date Registered: 2005  
Owner: OneBeacon Insurance

State Mark: OneBeacon  
State: All States except RI, VT  
Date Registered: 2006  
Owner: OneBeacon Insurance (except WI)  
OneBeacon America – WI

Mark: Entertainment Brokers International  
Registration No.: 2499585  
Registration Date: 10/23/2001  
Owner: Seller

Mark: Entertainment Brokers International (design)  
Registration No.: 2658969  
Registration Date: 12/10/2002  
Owner: Seller

(ii)

None.

**Section 3.15(b): Assets; Real Property**

1. Property located at 150 Royall Street, Canton, MA
2. Property located at Lots 7 and 9, Morin Avenue, Kent, Maine

**Section 3.15(c): Real Property Leases**

See Section 3.14(a).

**Section 3.17(a): Premium Rates**

None.

**Section 3.23: Insurance Policies**

| <b><u>Policy</u></b>  | <b><u>Effective Date</u></b> | <b><u>Termination Date</u></b> |
|-----------------------|------------------------------|--------------------------------|
| Directors & Officers  | 11/1/2011                    | 11/1/2012                      |
| Errors & Omissions    | 11/1/2011                    | 11/1/2012                      |
| Employment Practices  | 11/1/2011                    | 11/1/2012                      |
| Prop / Liab Policies  | 11/1/2011                    | 11/1/2012                      |
| Umbrella              | 11/1/2011                    | 11/1/2012                      |
| Auto                  | 11/1/2011                    | 11/1/2012                      |
| FI / Bond             | 3/1/2012                     | 3/1/2013                       |
| Workers' Compensation | 6/1/2012                     | 6/1/2013                       |

**Section 5.6(a): Intellectual Property Assigned by an Acquired Company to Seller**

1. See Schedule 3.13(a).
2. All software (including source code) owned by an Acquired Company.

**Section 5.6(b): Intellectual Property Assigned by Seller to an Acquired Company**

None.

**Section 5.6(c): Seller Marks**

See Schedule 3.13(a).

**Section 5.13(a): Restructuring Steps**

|     | Step   | Completed as of Date of Agreement (Y/N) | Closing Condition |
|-----|--|---|-------------------|
| I.  | Sales of AutoOne and PGIC  |   |                   |
| A.  | Sale of all of the capital stock of AutoOne Insurance Company and AutoOne Select Insurance Company by OneBeacon Insurance to Interboro Holdings, Inc.  | Y                                       |                   |
| B.  | Sale of all of the capital stock of Pennsylvania General Insurance Company by OneBeacon Insurance Group LLC to Northern American Casualty Company.   | Y                                       |                   |
| II. | Intercompany Reinsurance Transactions  |   |                   |
| A.  | The existing (as of 9.30.12) proportional reinsurance (pooling) agreement between OneBeacon Insurance and each of the remaining pool participants (ASIC, Homeland of NY ("HONY"), OneBeacon America, Employers' Fire and Northern Assurance) will be terminated.   | N                                       | **                |
| B.  | The existing reinsurance agreements between OneBeacon Insurance and each of Homeland Insurance Company of Delaware ("HODE") and OBI National Insurance Company ("OBIN") will be terminated.  | N                                       | **                |
| C.  | <p>Concurrently with completion of Step II.A., OneBeacon Insurance will enter into the following reinsurance agreements pursuant to which 100% of the Retained Business will be reinsured by ASIC (such that all liabilities associated with the Retained Business will be ceded to, and all reserves associated with the Retained Business will be transferred to, ASIC) and 100% of Run-Off Business would be reinsured by OneBeacon Insurance (such that all liabilities associated with the Run-Off Business will be ceded to, and all reserves associated with the Run-Off Business will be transferred to, OneBeacon Insurance):</p> <ul style="list-style-type: none"> <li>• Between OneBeacon Insurance (as reinsurer) and each of Employers' Fire, OneBeacon America and Northern Assurance (each, as a ceding company);</li> <li>• Between OneBeacon Insurance (as reinsurer) and ASIC (as ceding company);</li> <li>• Between ASIC (as reinsurer) and OneBeacon Insurance (as a ceding company); and</li> <li>• Between ASIC (as reinsurer) and HONY (as a</li> </ul> | N                                       | **                |

|      |  |   |    |
|------|--|---|----|
|      | ceding company).   |   |    |
| D.   | Concurrently with completion of Step II.B., ASIC will enter into reinsurance agreements with each of HODE and OBIN, which reinsurance agreements will replace those terminated in Step II.B.   | N |    |
| III. | Contribution of Subsidiaries to be Merged; Capital Redistribution  |   |    |
| A.   | Concurrently with or following completion of Step II, OneBeacon Insurance will acquire 100% of the equity of Houston General from Houston General Insurance Exchange.  | N | ** |
| B.   | Concurrently with or following completion of Step II, Seller will contribute 100% of the capital stock of Camden Fire to OneBeacon Insurance, unless the capital stock of Camden Fire has theretofore been sold or transferred.  | N | ** |
| C.   | Concurrently with or following completion of Step II, OneBeacon Insurance will contribute 100% of the capital stock of Northern Assurance to OneBeacon America.  | N | ** |
| D.   | Concurrently with or following completion of Step II, OneBeacon Insurance will contribute (i) cash and investments to ASIC, including contribution of 100% of the capital stock of each of OneBeacon Specialty Insurance Company ("OBSIC"), HODE and OBIN to ASIC and (ii) subject to obtaining requisite third party consents the real property located at 150 Royall Street, Canton MA to ASIC.  | N |    |
| E.   | Concurrently with or following the completion of Step II, HONY will acquire all of the capital stock of OneBeacon Select Insurance Company ("OBSEL") from OneBeacon Insurance.   | N | ** |
| F.   | Concurrently with the other steps in III above, Seller shall cause each of the Acquired Companies not merged into OneBeacon Insurance (other than OneBeacon Insurance and Potomac Insurance) to declare and pay a dividend to its parent company in an amount that exceeds all capital in excess of pro forma statutory minimum surplus, as determined by Seller in good faith in accordance with regulatory requirements (after giving effect to the withdrawal of any licenses Seller deems unnecessary (as permitted pursuant to Section 5.2 of the Agreement)) and securities on deposit not for the benefit of policyholders. | N | ** |
| H.   | Quarterly until Closing, each of ASIC and OneBeacon Insurance will declare and pay dividends to its parent   | N |    |

|     |   |   |    |
|-----|---|---|----|
|     | company from time to time with amounts being determined after giving consideration to operating earnings, reductions in required capital based on the release of reserves over the preceding quarter and changes in capital required to support the Retained Business.  |   |    |
| IV. | Mergers   |   |    |
| A.  | Following the completion of Steps II and III, Northern Assurance and OneBeacon Midwest (provided that OneBeacon Midwest has not theretofore been sold or transferred to a third party) will merge with and into OneBeacon America. This may be effected either by merging OneBeacon Midwest with Northern Assurance and then Northern Assurance with OneBeacon America or by merging Northern Assurance with OneBeacon America and then OneBeacon Midwest with OneBeacon America.   | N | ** |
| B.  | Following the completion of Steps II and III, Houston General, Camden Fire (provided that OneBeacon Insurance then owns Camden Fire) and Traders & General will merge with and into OneBeacon Insurance.  | N | ** |
| V.  | Distribution of OBSIC (and / or ASIC) and OBSEL (and / or HONY) to Seller   |   |    |
| A.  | Prior to Closing, OneBeacon Insurance declare and pay an extraordinary dividend to Seller in an amount equal to its capital in excess of its Target Statutory Capital. Pursuant to such dividend, OneBeacon Insurance will distribute to Seller (i) the capital stock of OBSIC (or in the event that ASIC has not theretofore been merged with and into OBSIC, the capital stock of ASIC) and (ii) the capital stock of OBSEL (or in the event that HONY has not theretofore been merged with and into OBSEL, the capital stock of HONY). | N | ** |
| VI. | Transfers of Assets, Rights, Etc.   |   |    |
| A.  | Prior to Closing, subject to obtaining requisite third party consents, the Acquired Companies will assign to Seller or an Affiliate of Seller (other than an Acquired Company) all licenses, leases and other Contracts not used solely in the Run-Off Business and Seller or such Affiliate(s) will assume the same from the Acquired Companies.   | N | *  |
| B.  | Prior to Closing, subject to obtaining requisite third party consents, the Seller and Seller's Affiliates (other than the Acquired Companies) will assign to the OneBeacon Insurance all licenses, leases and other Contracts used solely in the Run-Off Business and   | N | *  |

|    |  |   |   |
|----|--|---|---|
|    | OneBeacon Insurance will assume the same from Seller and such Affiliates of Seller.  |   |   |
| C. | Prior to Closing, the Acquired Companies will transfer to Seller or an Affiliate of Seller (other than the Acquired Companies) all assets (other than Cash Equivalents and Investment Assets) not used solely in the Run-Off Business. | N | * |
| D. | Prior to Closing, Seller and Seller's Affiliates (other than the Acquired Companies) will transfer to the Acquired Companies all assets (other than Cash Equivalents and Investment Assets) used solely in the Run-Off Business.       | N | * |

\* Indicates that step must be completed in all material respects as a condition to Closing pursuant to Section 6.1(c) of the Agreement.

\*\* Indicates that step must be completed as a condition to Closing pursuant to Section 6.1(c) of the Agreement.

**BIO**

Brad Huntington  
Chairman, CEO and Director

Applicant Name (Company) Armour Group Holdings Ltd.

NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

**BIOGRAPHICAL AFFIDAVIT**

To the extent permitted by law, this affidavit will be kept confidential by the state insurance regulatory authority.

(Print or Type)

Full Name, Address and telephone number of the present or proposed entity under which this biographical statement is being required (Do Not Use Group Names). \_\_\_\_\_

Armour Group Holdings Ltd.  
11 Church Street Hamilton HM 11 Bermuda  
441 292 9774

In connection with the above-named entity, I herewith make representations and supply information about myself as hereinafter set forth. (Attach addendum or separate sheet if space hereon is insufficient to answer any question fully.) IF ANSWER IS "NO" OR "NONE," SO STATE.

1. Affiant's Full Name (Initials Not Acceptable). Brad Scott Huntington
2. a. Are you a citizen of the United States? No  
b. Are you a citizen of any other country, if so, what county? Canada
3. Affiant's Occupation or Profession. Insurance Executive
4. Affiant's business address. 11 Church Street Hamilton HM 11 Bermuda  
Business telephone. 4412929774
5. Education and Training:

| <u>College/University</u>  | <u>City/State</u>        | <u>Dates Attended (MM/YY)</u> | <u>Degree Obtained</u> |
|--|--------------------------|-------------------------------|------------------------|
| <u>University of Alberta</u>   | <u>Edmonton, Alberta</u> | <u>09/76 - 06/83</u>          | <u>B.A. and LL.B.</u>  |
| <u>Address: Edmonton, Alberta, Canada, T6G 2R3, Telephone No. 780 492 3111</u> |                          |                               |                        |

| <u>Graduate Studies:</u>   | <u>College/University</u> | <u>City/State</u>            | <u>Dates Attended (MM/YY)</u> | <u>Degree Obtained</u> |
|--|---------------------------|------------------------------|-------------------------------|------------------------|
| <u>Masters</u>   | <u>INSEAD</u>             | <u>Fontainebleau, France</u> | <u>08/87 - 06/88</u>          | <u>M.B.A.</u>          |
| <u>Address: Boulevard de Constance, 77305 Fontainebleau, France, Telephone No.: 33 (0) 1 60 72 40 00</u> |                           |                              |                               |                        |

| <u>Other Training: Name</u> | <u>City/State</u> | <u>Dates Attended (MM/YY)</u> | <u>Degree/Certification Obtained</u> |
|-----------------------------|-------------------|-------------------------------|--------------------------------------|
| <u>None</u>                 |                   |                               |                                      |

(Note: If affiant attended a foreign school, please provide full address and telephone number of the college/university. If applicable, provide the foreign student Identification Number in the space provided in the Biographical Affidavit

Applicant Name (Company) Armour Group Holdings Ltd.

NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

6. List of memberships in professional societies and associations.(all non-active)

| <u>Name of Society/Association</u> | <u>Contact Name</u> | <u>Address of Society/Association</u>          | <u>Telephone Number of Society/Association</u> |
|------------------------------------|---------------------|--|--|
| Law Society of Alberta             | N/A                 | 10060 Jasper Ave.<br>Edmonton, Alberta, Canada | 1 780 429 3343                                 |
| Law Society of B.C.                | N/A                 | 845 Cambie Street<br>Vancouver, B.C., Canada   | 1 604 669 2533                                 |
| Bermuda Bar Association            | N/A                 | White Hall, #1 Park Road,<br>Hamilton, Bermuda | 1 441 295 4540                                 |
| Law Society of England & Wales     | N/A                 | 113 Chancery Lane<br>WC2A 2PL, London, England | 44 (0)207424 1222                              |

7. Present or proposed position with the applicant entity. Chairman, CEO and Director

8. List complete employment record for the past twenty (20) years, whether compensated or otherwise (up to and including present jobs, positions, partnerships, owner of an entity, administrator, manager, operator, directorates or officerships). Please list the most recent first. Attach additional pages if the space provided is insufficient. It is only necessary to provide telephone numbers and supervisory information for the past ten (10) years.

Beginning/Ending Dates (MM/YY) 10/12 - Present Employers' Name Trebuchet US Holdings Inc  
Address 1209 Orange Street City Wilmington State/Province DE  
Country USA Postal Code 19801 Phone 215-665-5000 Offices/Positions Held Chairman and Director

Supervisor / Contact John Williams, President

Beginning/Ending Dates (MM/YY) 11/11 - Present Employers' Name Trebuchet Investments Limited  
Address 11 Church Street City Hamilton State/Province \_\_\_\_\_  
Country Bermuda Postal Code HM11 Phone 441 292 9774 Offices/Positions Held Chairman

Supervisor / Contact John Williams

Beginning/Ending Dates (MM/YY) 3/12 - Present Employers' Name ILS Property and Casualty Re Limited  
Address 11 Church Street City Hamilton State/Province \_\_\_\_\_  
Country Bermuda Postal Code HM 11 Phone 441 292 9774 Offices/Positions Held Chairman

Supervisor / Contact John Williams, President

Beginning/Ending Dates (MM/YY) 11/11 - Present Employers' Name ILS Investment Management Ltd

Address 11 Church Street City Hamilton State/Province \_\_\_\_\_  
Country Bermuda Postal Code HM11 Phone 441 292 9774 Offices/Positions Held Chairman

Supervisor / Contact John Williams

Beginning/Ending  
Dates (MM/YY) 12/09 - Present Employers' Name Excalibur Reinsurance Corporation  
Address 1880 JFK Blvd. City Philadelphia State/Province PA  
Country USA Postal Code 19103 Phone 215-665-5000 Offices/Positions Held Chairman and Director

Supervisor / Contact John Williams

Beginning/Ending  
Dates (MM/YY) 12/09 - Present Employers' Name High Mountain Reinsurance Corporation  
Address \_\_\_\_\_ City \_\_\_\_\_ State/Province \_\_\_\_\_  
Country Cayman Islands Postal Code \_\_\_\_\_ Phone \_\_\_\_\_ Offices/Positions Held Director

Supervisor / Contact John Williams

Beginning/Ending  
Dates (MM/YY) 12/09 - Present Employers' Name Armour Risk Management, Inc.  
Address 1880 JFK Blvd. City Philadelphia State/Province PA  
Country USA Postal Code 19103 Phone 215-665-5000 Offices/Positions Held Chairman and Director

Supervisor / Contact John Williams

Beginning/Ending  
Dates (MM/YY) 11/07 - Present Employers' Name Armour Group Holdings Ltd.  
Address 11 Church Street City Hamilton State/Province N/A  
Country Bermuda Postal Code HM11 Phone +1 441 292 9774 Offices/Positions Held Chairman, CEO and Director

Supervisor / Contact Pauline Richards

Applicant Name (Company) Armour Group Holdings Ltd. NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

Beginning/Ending  
Dates (MM/YY) 10/00 - 05/05 Employers' Name Imagine Group Holdings Limited  
Address 4<sup>th</sup> Floor, 7 Reid Street City Hamilton State/Province Hamilton  
Country Bermuda Postal Code HM11 Phone +1 441 296 4480 Offices/Positions Held Chairman, CEO and Director\*

Supervisor / Contact Mike Daly

Beginning/Ending  
Dates (MM/YY) 10/97 - 09/00 Employers' Name Self Employed Consultant  
Address N/A City Virginia Water State/Province Surrey  
Country UK Postal Code N/A Phone N/A Offices/Positions Held Principal

Supervisor / Contact Self

Beginning/Ending  
Dates (MM/YY) 08/93 - 10/97 Employers' Name Centre Reinsurance Group Limited  
Address Cumberland House, Church Street City Hamilton State/Province Hamilton  
Country Bermuda Postal Code HM11 Phone +1 441 295 8501 Offices/Positions Held Vice President

Supervisor / Contact Philip Thorne

Beginning/Ending  
Dates (MM/YY) 08/90 - 08/93 Employers' Name Conyers Dill & Pearman  
Address Clarendon House, 2 Church Street City Hamilton State/Province Hamilton  
Country Bermuda Postal Code HM11 Phone +1 441 295 1422 Offices/Positions Held Barrister & Attorney

Supervisor / Contact John C.R. Collis

Beginning/Ending  
Dates (MM/YY) 04/89 - 04/90 Employers' Name Chemetix Inc. (I believe this company to be part of ICI Canada Inc.)  
Address Unknown City Vancouver State/Province British Columbia  
Country Canada Postal Code N/A Phone Unknown Offices/Positions Held Vice President

Supervisor / Contact Unknown

\* see separate list of directorships held within the Imagine Group set forth on page 10.

Applicant Name (Company) Armour Group Holdings Ltd. NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

9. a. Have you ever been in a position which required a fidelity bond?      If any claims were made on the bond, give details. No.

b. Have you ever been denied an individual or position schedule fidelity bond, or had a bond canceled or revoked? If yes, give details. No.

10. List any professional, occupational and vocational licenses (including licenses to sell securities) issued by any public or governmental licensing agency or regulatory authority or licensing authority that you presently hold or have held in the past. For any non-insurance regulatory issuer, identify and provide the name, address and telephone number of the licensing authority or regulatory body having jurisdiction over the license(s) issued. If your professional license number is your Social Security Number (SSN) or embeds your SSN or any sequence of more than five numbers that are reasonably identifiable as your SSN, then write SSN for that portion of the professional license number that is represented by your SSN. (For example, "SSN", "12-SSN-345" or "1234-SSN" (last 6 digits)). Attach additional pages if the space provided is insufficient

None

Organization/Issuer of License \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ Country \_\_\_\_\_ Postal Code \_\_\_\_\_

License Type \_\_\_\_\_ License # \_\_\_\_\_ Date Issued (MM/YY) \_\_\_\_\_

Date Expired (MM/YY) \_\_\_\_\_ Reason for Termination \_\_\_\_\_

Non-insurance Regulatory Phone Number (if known) \_\_\_\_\_

Organization/Issuer of License \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ Country \_\_\_\_\_ Postal Code \_\_\_\_\_

License Type \_\_\_\_\_ License # \_\_\_\_\_ Date Issued (MM/YY) \_\_\_\_\_

Date Expired (MM/YY) \_\_\_\_\_ Reason for Termination \_\_\_\_\_

Non-insurance Regulatory Phone Number (if known) \_\_\_\_\_

11. In responding to the following, if the record has been sealed or expunged, and the affiant has personally verified that the record was sealed or expunged, an affiant may respond "no" to the question. Have you ever:

a. Been refused an occupational, professional, or vocational license or permit by any regulatory authority, or any public administrative, or governmental licensing agency?  
No

b. Had any occupational, professional, or vocational license or permit you hold or have held, been subject to any judicial, administrative, regulatory, or disciplinary action?  
No

c. Been placed on probation or had a fine levied against you or your occupational, professional, or vocational license or permit in any judicial, administrative, regulatory, or disciplinary action? No.

d. Been charged with, or indicted for, any criminal offense(s) other than civil traffic offenses? No

e. Pled guilty, or nolo contendere, or been convicted of, any criminal offense(s) other than civil traffic offenses?  
No.

Applicant Name (Company) Amour Group Holdings Ltd. NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

- f. Had adjudication of guilt withheld, had a sentence imposed or suspended, had pronouncement of a sentence suspended, or been pardoned, fined, or placed on probation, for any criminal offense(s) other than civil traffic offenses? No.
- g. Been subject to a cease and desist letter or order, or enjoined, either temporarily or permanently, in any judicial, administrative, regulatory, or disciplinary action, from violating any federal, state law or law of another country regulating the business of insurance, securities or banking, or from carrying out any particular practice or practices in the course of the business of insurance, securities or banking? No.
- h. Been, within the last ten (10) years, a party to any civil action involving dishonesty, breach of trust, or a financial dispute? Yes to financial disputes only. See discussion below.
- i. Had a finding made by the Comptroller of any state or the Federal Government that you have violated any provisions of small loan laws, banking or trust company laws, or credit union laws, or that you have violated any rule or regulation lawfully made by the Comptroller of any state or the Federal Government? No.
- j. Had a lien or foreclosure action filed against you or any entity while you were associated with that entity? No.

If the response to any question above is answered "Yes", please provide details including dates, locations, disposition, etc. Attach a copy of the complaint and filed adjudication or settlement as appropriate.

1. I was a claimant in an action I brought in the UK in 2005 against my former employer, captioned Brad Scott Huntington v. Imagine Group Holdings Limited and Imagine Underwriting Limited, Claim No. 2005 Folio 946, in The High Court of Justice, Queen's Bench Division, Commercial Court. In that action I alleged that I was entitled to additional allocations under a Long-Term Incentive Plan and lost wages and other compensation based on wrongful dismissal. Other than the purely financial nature of the dispute mentioned above, no allegations of impropriety, dishonesty or breach of trust were made by either party.

2. Thomas Gleeson, a former executive officer and director of Imagine Group Holdings Limited, was a plaintiff and a defendant/respondent in a number of related pieces of litigations/arbitrations (brought in the UK, Bermuda and Ontario, Canada) arising out of Mr. Gleeson's employment with the Imagine Group and his indirect ownership of share holdings in the Imagine Group. I and other officers and directors of the Imagine Group were named as defendants in certain parts of the litigation brought by Mr. Gleeson. The Imagine Group provided an indemnity and defense for me and its other current and former officers and directors in the litigation. I understand that the litigation has been settled, but I do not have a copy of any settlement agreement. I am attaching as Exhibits A-D the following documents that I possess related to the litigation: (i) Generally Endorsed Writ of Summons filed in the Supreme Court of Bermuda, Civil Jurisdiction 2003 No. 379, by Thomas Gleeson, as Plaintiff, against Imagine Reinsurance Holdings Limited and Imagine Insurance Company Limited; (ii) Request for Arbitration by Trilon International, Inc., as Claimant and Golden I Holdings Limited, as Respondent; (iii) Reply and Defense to Counterclaim filed by the Imagine Group in the Supreme Court of Bermuda, Civil Jurisdiction 2004 No. 263, in the matter captioned Imagine Reinsurance Holdings Ltd. and Imagine Insurance Company Limited, as Plaintiffs, v. Thomas Gleeson, as Defendant; and (iv) Reasons for Judgment, dated March 7, 2005, issued by the Superior Court of Justice, Ontario, in Thomas Gleeson and Golden I Holdings Limited as Plaintiffs, v. Brascan Corporation, et al., as Defendants.

12. List any entity subject to regulation by an insurance regulatory authority that you control directly or indirectly. The term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract other than a commercial contract for goods or non-management services, or otherwise, unless the power is the result of an official position with or corporate office held by the person. Control shall be presumed to exist if any person, directly or indirectly, owns, controls, holds with the power to vote, or holds proxies representing, ten percent (10%) or more of the voting securities of any other person

Excalibur Reinsurance Corporation, High Mountain Reinsurance Limited, OneBeacon Insurance Company, OneBeacon American Insurance Company, Potomac Insurance Company, The Employers' Fire Insurance Company

Applicant Name (Company) Armour Group Holdings Ltd.

NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

If any of the stock is pledged or hypothecated in any way, give details.

- 13. Do [Will] you or members of your immediate family individually or cumulatively subscribe to or own, beneficially or of record, 10% or more of the outstanding shares of stock of any entity subject to regulation by an insurance regulatory authority, or its affiliates? An "affiliate" of, or person "affiliated" with, a specific person, is a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified. If the answer is "Yes", please identify the company or companies in which the cumulative stock holdings represent 10% or more of the outstanding voting securities.

OneBeacon Insurance Company, OneBeacon American Insurance Company, Potomac Insurance Company, The Employers' Fire Insurance Company.

\_\_\_\_\_  
\_\_\_\_\_

If any of the shares of stock is pledged or hypothecated in any way, give details.

\_\_\_\_\_  
\_\_\_\_\_

Applicant Name (Company) Armour Group Holdings Ltd.

NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

14. Have you ever been adjudged a bankrupt? No. If yes, provide details \_\_\_\_\_

15. To your knowledge has any company or entity for which you were an officer or director, trustee, investment committee member, key management employee or controlling stockholder, had any of the following events occur while you served in such capacity? If yes, please indicate and give details. When responding to questions (b) and (c) affiant should also include any events within twelve (12) months after his or her departure from the entity.

- a. Been refused a permit, license, or certificate of authority by any regulatory authority, or Governmental-licensing agency? No.
- b. Had its permit, license, or certificate of authority suspended, revoked, canceled, non-renewed, or subjected to any judicial, administrative, regulatory, or disciplinary action (including rehabilitation, liquidation, receivership, conservatorship, federal bankruptcy proceeding, state insolvency, supervision or any other similar proceeding)?  
Yes. Due to Excalibur being in run off, Excalibur has surrendered and had Certificates of Authority revoked and suspended. The State of Pennsylvania (domicile) is aware of the situation.
- c. Been placed on probation or had a fine levied against it or against its permit, license, or certificate of authority in any civil, criminal, administrative, regulatory, or disciplinary action? No.

Note: If an affiant has any doubt about the accuracy of an answer, the question should be answered in the positive and an explanation provided.

Dated and signed this 5<sup>th</sup> day of December 2012 at London, England I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

(Signature of Affiant) England & Wales

State of \_\_\_\_\_ County of \_\_\_\_\_ City of London

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of December, 2012 By BRAD HUNTINGTON

Brad Scott Huntington, and:

who is personally known to me, or

who produced the following identification:

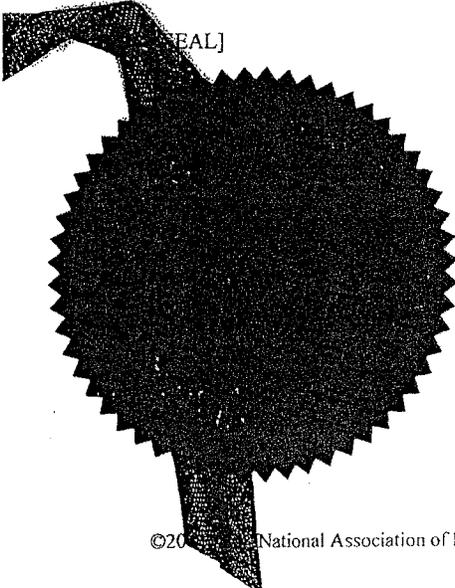
**REDACTED**

Notary Public

EDWARD GARDINER  
Printed Notary Name

My Commission Expires

Notary Public London, England  
(Edward Gardiner)  
(My Commission expires with Life)



Applicant Name (Company) Armour Group Holdings Ltd.

NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

**DISCLOSURE AND AUTHORIZATION CONCERNING BACKGROUND REPORTS** *(All states except California, Minnesota and Oklahoma)*

This Disclosure and Authorization is provided to you in connection with pending or future application(s) of **Armour Group Holdings LTD** ("Company") for licensure or a permit to organize ("Application") with a department of insurance in one or more states within the United States. Company desires to procure a consumer or investigative consumer report (or both) ("Background Reports") regarding your background for review by a department of insurance in any state where Company pursues an Application during the term of your functioning as, or seeking to function as, an officer, member of the board of directors or other management representative ("Affiant") of Company or of any business entities affiliated with Company ("Term of Affiliation") for which a Background Report is required by a department of insurance reviewing any Application. Background Reports requested pursuant to your authorization below may contain information bearing on your character, general reputation, personal characteristics, mode of living and credit standing. The purpose of such Background Reports will be to evaluate the Application and your background as it pertains thereto. To the extent required by law, the Background Reports procured under this Disclosure and Authorization will be maintained as confidential.

You may obtain copies of any Background Reports about you from the consumer reporting agency ("CRA") that produces them. You may also request more information about the nature and scope of such reports by submitting a written request to Company. To obtain contact information regarding CRA or to submit a written request for more information, contact **Pauline Richards, 11 Church Street, Hamilton HM11 Bermuda TEL: 441.292.9774**

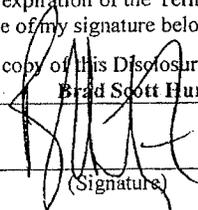
Attached for your information is a "Summary of Your Rights Under the Fair Credit Reporting Act."

**AUTHORIZATION:** I am currently an Affiant of Company as defined above. I have read and understand the above Disclosure and by my signature below, I consent to the release of Background Reports to a department of insurance in any state where Company files or intends to file an Application, and to the Company, for purposes of investigating and reviewing such Application and my status as an Affiant. I authorize all third parties who are asked to provide information concerning me to cooperate fully by providing the requested information to CRA retained by Company for purposes of the foregoing Background Reports, except records that have been erased or expunged in accordance with law.

I understand that I may revoke this Authorization at any time by delivering a written revocation to Company and that Company will, in that event, forward such revocation promptly to any CRA that either prepared or is preparing Background Reports under this Disclosure and Authorization. This Authorization shall remain in full force and effect until the earlier of (i) the expiration of the Term of Affiliation, (ii) written revocation as described above, or (iii) twelve (12) months following the date of my signature below.

A true copy of this Disclosure and Authorization shall be valid and have the same force and effect as the signed original.

Brad Scott Huntington, Ditton Place, Bournside, Virginia Water, United Kingdom GU254LZ  
(Printed Full Name and Residence Address)

  
(Signature)

5<sup>th</sup> December 2012  
Date

England & Wales

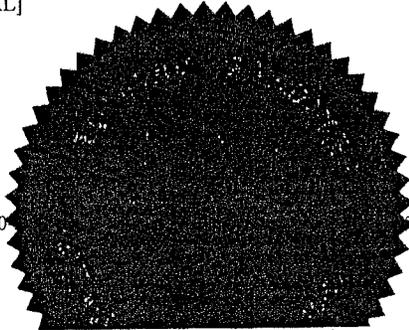
State of \_\_\_\_\_ County of City of London

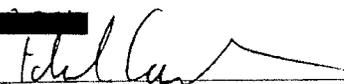
The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of December, 2012 By

Brad Scott Huntington, and:

- who is personally known to me, or REDACTED
- who produced the following identification: REDACTED

[SEAL]



  
Notary Public

EDWARD GARDINER  
Printed Notary Name

My Commission Expires \_\_\_\_\_

**List of Offices and Directorships Previously Held Within Imagine Group\*\***

|    | <u>Company Name</u>                | <u>Jurisdiction</u> | <u>Office Held</u> | <u>Directorship</u> |
|----|------------------------------------|---------------------|--------------------|---------------------|
| 1) | Imagine Group Holdings Limited     | Bermuda             | Chairman & CEO     | Director            |
| 2) | Imagine Insurance Company Limited  | Barbados            | Chairman & CEO     | Director            |
| 3) | Imagine Insurance Limited          | Bermuda             | Chairman & CEO     | Director            |
| 4) | Imagine Reinsurance Limited        | Ireland             | Chairman & CEO     | Director            |
| 5) | Imagine Advisors Limited           | Delaware            | Chairman & CEO     | Director            |
| 6) | Imagine Underwriting Limited       | United Kingdom      | Chairman & CEO     | Director            |
| 7) | Imagine Insurance A/S              | Denmark             | Chairman & CEO     | Director            |
| 8) | Danish Re Syndicates Limited       | United Kingdom      | Chairman & CEO     | Director            |
| 9) | Imagine Group (Australia) Pty Ltd. | Australia           | Chairman & CEO     | Director            |

\*\* List comprises regulated and/or material operating entities within the Imagine Group. Non-material or non-operating entities which were not regulated are not included.

John Williams  
President and Director

Applicant Name (Company) Armour Group Holdings Limited

NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

**BIOGRAPHICAL AFFIDAVIT**

To the extent permitted by law, this affidavit will be kept confidential by the state insurance regulatory authority.

(Print or Type)

Full Name, Address and telephone number of the present or proposed entity under which this biographical statement is being required (Do Not Use Group Names). \_\_\_\_\_

Armour Group Holdings Limited  
11 Church Street, Hamilton, HM11 Bermuda  
441 292 9774

In connection with the above-named entity, I herewith make representations and supply information about myself as hereinafter set forth. (Attach addendum or separate sheet if space hereon is insufficient to answer any question fully.) IF ANSWER IS "NO" OR "NONE," SO STATE.

1. Affiant's Full Name (Initials Not Acceptable). John Caldicott Williams
2. a. Are you a citizen of the United States? No  
b. Are you a citizen of any other county, if so, what county? United Kingdom
3. Affiant's Occupation or Profession. Insurance Executive
4. Affiant's business address. 20 Old Broad Street, London GCZN 1DP UK  
Business telephone. 44 207 382 2000
5. Education and Training:

| <u>College/University</u> | <u>City/State</u> | <u>Dates Attended (MM/YY)</u> | <u>Degree Obtained</u> |
|---------------------------|-------------------|-------------------------------|------------------------|
| <u>None</u>               |                   |                               |                        |

| <u>Graduate Studies:</u> | <u>College/University</u> | <u>City/State</u> | <u>Dates Attended (MM/YY)</u> | <u>Degree Obtained</u> |
|--------------------------|---------------------------|-------------------|-------------------------------|------------------------|
| <u>None</u>              |                           |                   |                               |                        |

| <u>Other Training: Name</u> | <u>City/State</u> | <u>Dates Attended (MM/YY)</u> | <u>Degree/Certification Obtained</u> |
|-----------------------------|-------------------|-------------------------------|--------------------------------------|
| <u>None</u>                 |                   |                               |                                      |

(Note: If affiant attended a foreign school, please provide full address and telephone number of the college/university. If applicable, provide the foreign student Identification Number in the space provided in the Biographical Affidavit Supplemental Information.)

Applicant Name (Company) Armour Group Holdings Limited

NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

6. List of memberships in professional societies and associations. None

| <u>Name of Society/Association</u> | <u>Contact Name</u> | <u>Address of Society/Association</u> | <u>Telephone Number of Society/Association</u> |
|------------------------------------|---------------------|---------------------------------------|--|
|                                    |                     |                                       |  |
|                                    |                     |                                       |  |

7. Present or proposed position with the applicant entity. President and Director

8. List complete employment record for the past twenty (20) years, whether compensated or otherwise (up to and including present jobs, positions, partnerships, owner of an entity, administrator, manager, operator, directorates or officerships). Please list the most recent first. Attach additional pages if the space provided is insufficient. It is only necessary to provide telephone numbers and supervisory information for the past ten (10) years.

Beginning/Ending Dates (MM/YY) 10/12- Present Employers' Name Trebuchet US Holdings Inc  
 Address 1209 Orange Street City Wilmington State/Province DE  
 Country USA Postal Code 19801 Phone 215-665-5000 Offices/Positions Held President and Director  
 Supervisor / Contact Brad Huntington, CEO and Chairman

Beginning/Ending Dates (MM/YY) 10/12- Present Employers' Name Secure Legal Title  
 Address 20 Old Broad Street City London State/Province \_\_\_\_\_  
 Country UK Postal Code EC2N 1DP Phone +44 207 382 2000 Offices/Positions Held Director  
 Supervisor / Contact Pauline Richards

Beginning/Ending Dates (MM/YY) 11/11 - Present Employers' Name Trebuchet Investments Limited  
 Address 11 Church Street City Hamilton State/Province \_\_\_\_\_  
 Country Bermuda Postal Code HM11 Phone 441 292 9774 Offices/Positions Held President and Director  
 Supervisor / Contact Brad Huntington

Beginning/Ending Dates (MM/YY) 3/12 - Present Employers' Name ILS Property and Casualty Re Limited  
 Address 11 Church Street City Hamilton State/Province \_\_\_\_\_  
 Country Bermuda Postal Code HM 11 Phone 441 292 9774 Offices/Positions Held President and Director

Supervisor / Contact Brad Huntington, CEO and Chairman

Beginning/Ending Dates (MM/YY) 11/11 - Present Employers' Name ILS Investment Management Ltd  
 Address 11 Church Street City Hamilton State/Province \_\_\_\_\_  
 Country Bermuda Postal Code HM11 Phone 441 292 9774 Offices/Positions Held President and Director

Supervisor / Contact Brad Huntington

Beginning/Ending Dates (MM/YY) 5/12- Present Employers' Name ILS Investment Managers Ltd  
 Address 20 Old Broad Street City London State/Province \_\_\_\_\_  
 Country UK Postal Code EC2N 1DP Phone +44 207 382 2000 Offices/Positions Held President and Director

Supervisor / Contact Kirsty Bingham

Beginning/Ending Dates (MM/YY) 7/12 - Present Employers' Name Armour Risk Management Ltd.  
 Address 9 Cirencester Office Park City Cirencester State/Province \_\_\_\_\_  
 Country UK Postal Code GL 6PP Phone +44 1285 700744 Offices/Positions Held Director

Supervisor / Contact Steve Ryland

Beginning/Ending Dates (MM/YY) 2/10 - Present Employers' Name Armour Risk Services (Bermuda) Limited  
 Address 11 Church Street City Hamilton State/Province \_\_\_\_\_  
 Country Bermuda Postal Code HM11 Phone 441 292 9774 Offices/Positions Held President and Director

Supervisor / Contact Brad Huntington

Beginning/Ending Dates (MM/YY) 12/09 - Present Employers' Name Excalibur Reinsurance Corporation  
 Address 1880 JFK Blvd. City Philadelphia State/Province PA  
 Country USA Postal Code 19103 Phone 215-665-5000 Offices/Positions Held President and Director

Supervisor / Contact Brad Huntington

Beginning/Ending Dates (MM/YY) 12/09 - Present Employers' Name Armour Risk Management Inc.  
 Address 1880 JFK Blvd. City Philadelphia State/Province PA  
 Country USA Postal Code 19103 Phone 215-665-5000 Offices/Positions Held Chairman, and Director

Supervisor / Contact Brad Huntington

Beginning/Ending  
Dates (MM/YY) 12/09 - Present Employers' Name High Mountain Reinsurance Limited  
Address \_\_\_\_\_ City \_\_\_\_\_ State/Province \_\_\_\_\_  
Country Cayman Islands Postal Code \_\_\_\_\_ Phone \_\_\_\_\_ Offices/Positions Held Director  
Supervisor / Contact Brad Huntington

Beginning/Ending  
Dates (MM/YY) 11/07 - Present Employers' Name Armour Group Holdings Limited  
Address 11 Church Street City Hamilton State/Province N/A  
Country Bermuda Postal Code HM11 Phone +1 441 292 9774 Offices/Positions Held President and Director  
Supervisor / Contact Pauline Richards

Beginning/Ending  
Dates (MM/YY) 09/03 - 09/06 Employers' Name Imagine Insurance Company Limited  
Address Cedar Court City Wildey Business Park State/Province St. Michael  
Country Barbados Postal Code BB1400 Phone 1 246 467 9200 Offices/Positions Held Underwriter  
Supervisor / Contact Maria Nicholls

Applicant Name (Company) Armour Group Holdings LimitedNAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

Beginning/Ending  
Dates (MM/YY) 03/01- 08/03 Employers' Name Risk2Risk Ltd.  
Address N/A City London State/Province N/A  
Country United Kingdom Postal Code N/A Phone N/A Offices/Positions Held CEO and Director  
Supervisor / Contact None. This company was wound up by solvent liquidation in 2003.

Beginning/Ending  
Dates (MM/YY) 9/99- 10/02 Employers' Name Eastney (EU) Limited (Castlewood affiliate)  
Address Windsor Place City Hamilton State/Province N/A  
Country Bermuda Postal Code HM11 Phone +1 441 292 2645 Offices/Positions Held Managing Director  
Supervisor / Contact None

Beginning/Ending  
Dates (MM/YY) 09/95- 01/00 Employers' Name Castlewood Limited  
Address Windsor Place City Hamilton State/Province N/A  
Country Bermuda Postal Code HM11 Phone +1 441 292 2645 Offices/Positions Held President and Director  
Supervisor / Contact None

Beginning/Ending  
Dates (MM/YY) 04/93- 01/00 Employers' Name Powerscourt Group Limited (Castlewood affiliate)  
Address Windsor Place City Hamilton State/Province N/A  
Country Bermuda Postal Code HM11 Phone +1 441 292 2645 Offices/Positions Held President and Director  
Supervisor / Contact None

Beginning/Ending  
Dates (MM/YY) 4/93- 01/00 Employers' Name Paumanock Insurance Company Limited (Castlewood affiliate)  
Address Windsor Place City Hamilton State/Province N/A  
Country Bermuda Postal Code HM11 Phone +1 441 292 2645 Offices/Positions Held President and Director  
Supervisor / Contact None

Beginning/Ending  
Dates (MM/YY) 01/89- 01/92 Employers' Name Paumanock Insurance Company Limited (Castlewood affiliate)  
Address Windsor Place City Hamilton State/Province N/A  
Country Bermuda Postal Code HM11 Phone +1 441 292 2645 Offices/Positions Held Vice President  
Supervisor / Contact \_\_\_\_\_

Beginning/Ending  
Dates (MM/YY) 08/88- 01/92 Employers' Name Anchor Underwriting Managers Limited  
Address \_\_\_\_\_ City \_\_\_\_\_ State/Province \_\_\_\_\_

| Country | Postal Code | Phone | Offices/Positions Held | Chief Operating<br>Officer and<br>Executive VP |
|---------|-------------|-------|------------------------|--|
| _____   | _____       | _____ |                        |  |

Applicant Name (Company) Armour Group Holdings Limited

NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

Supervisor / Contact None. I believe this company was wound-up by solvent liquidation in the late 1990s.

|   |                 |  |
|---|-----------------|--|
| Beginning/Ending<br>Dates (MM/YY) <u>00/81- Present</u> | Employers' Name | <u>Other. Since I started working in the Bermuda insurance market in 1981, I have served as a director of several insurance companies in connection with management services provided by certain of my former employers. While the names, addresses and dates of service with those companies are not readily available to me, my answers to other questions in this affidavit do account for my service with those companies.</u> |
|---|-----------------|--|

Applicant Name (Company) Armour Group Holdings Limited

NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

9. a. Have you ever been in a position which required a fidelity bond? No If any claims were made on the bond, give details. \_\_\_\_\_
- b. Have you ever been denied an individual or position schedule fidelity bond, or had a bond canceled or revoked? If yes, give details. No

10. List any professional, occupational and vocational licenses (including licenses to sell securities) issued by any public or governmental licensing agency or regulatory authority or licensing authority that you presently hold or have held in the past. For any non-insurance regulatory issuer, identify and provide the name, address and telephone number of the licensing authority or regulatory body having jurisdiction over the license(s) issued. If your professional license number is your Social Security Number (SSN) or embeds your SSN or any sequence of more than five numbers that are reasonably identifiable as your SSN, then write SSN for that portion of the professional license number that is represented by your SSN. (For example, "SSN", "12-SSN-345" or "1234-SSN" (last 6 digits)). Attach additional pages if the space provided is insufficient

United Kingdom Government Financial Services Authority

Organization/Issuer of License Financial Services Authority Address 25 The North Colonnade, Canary Wharf, London E14 5HS.

City London State/Province NA Country UK Postal Code E14 5HS

License Type CF1 License # JCW01145 Date Issued (MM/YY) 2<sup>nd</sup> August 2012

Director (AR) and CF30 Customer

Date Expired (MM/YY) Active Reason for Termination NA

Non-insurance Regulatory Phone Number (if known) (+44) 20 7066 1000

Organization/Issuer of License \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ Country \_\_\_\_\_ Postal Code \_\_\_\_\_

License Type \_\_\_\_\_ License # \_\_\_\_\_ Date Issued (MM/YY) \_\_\_\_\_

Date Expired (MM/YY) \_\_\_\_\_ Reason for Termination \_\_\_\_\_

Non-insurance Regulatory Phone Number (if known) \_\_\_\_\_

11. In responding to the following, if the record has been sealed or expunged, and the affiant has personally verified that the record was sealed or expunged, an affiant may respond "no" to the question. Have you ever:

a. Been refused an occupational, professional, or vocational license or permit by any regulatory authority, or any public administrative, or governmental licensing agency?  
No

b. Had any occupational, professional, or vocational license or permit you hold or have held, been subject to any judicial, administrative, regulatory, or disciplinary action?  
No

c. Been placed on probation or had a fine levied against you or your occupational, professional, or vocational license or permit in any judicial, administrative, regulatory, or disciplinary action? No

d. Been charged with, or indicted for, any criminal offense(s) other than civil traffic offenses? No

e. Pled guilty, or nolo contendere, or been convicted of, any criminal offense(s) other than civil traffic offenses?

No

---

Applicant Name (Company) Armour Group Holdings Limited

NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

- f. Had adjudication of guilt withheld, had a sentence imposed or suspended, had pronouncement of a sentence suspended, or been pardoned, fined, or placed on probation; for any criminal offense(s) other than civil traffic offenses? No
- g. Been subject to a cease and desist letter or order, or enjoined, either temporarily or permanently, in any judicial, administrative, regulatory, or disciplinary action, from violating any federal, state law or law of another country regulating the business of insurance, securities or banking, or from carrying out any particular practice or practices in the course of the business of insurance, securities or banking? No
- h. Been, within the last ten (10) years, a party to any civil action involving dishonesty, breach of trust, or a financial dispute? No
- i. Had a finding made by the Comptroller of any state or the Federal Government that you have violated any provisions of small loan laws, banking or trust company laws, or credit union laws, or that you have violated any rule or regulation lawfully made by the Comptroller of any state or the Federal Government? No
- j. Had a lien or foreclosure action filed against you or any entity while you were associated with that entity? No

If the response to any question above is answered "Yes", please provide details including dates, locations, disposition, etc. Attach a copy of the complaint and filed adjudication or settlement as appropriate.

- 12. List any entity subject to regulation by an insurance regulatory authority that you control directly or indirectly. The term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract other than a commercial contract for goods or non-management services, or otherwise, unless the power is the result of an official position with or corporate office held by the person. Control shall be presumed to exist if any person, directly or indirectly, owns, controls, holds with the power to vote, or holds proxies representing, ten percent (10%) or more of the voting securities of any other person

Excalibur Reinsurance Group; High Mountain Reinsurance Limited

If any of the stock is pledged or hypothecated in any way, give details.

- 13. Do [Will] you or members of your immediate family individually or cumulatively subscribe to or own, beneficially or of record, 10% or more of the outstanding shares of stock of any entity subject to regulation by an insurance regulatory authority, or its affiliates? An "affiliate" of, or person "affiliated" with, a specific person, is a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified. If the answer is "Yes", please identify the company or companies in which the cumulative stock holdings represent 10% or more of the outstanding voting securities.

Yes.

Excalibur Reinsurance Group, High Mountain Reinsurance Limited, OneBeacon Insurance Company, OneBeacon American Insurance Company, Potomac Insurance Company, The Employers' Fire Insurance Company

If any of the shares of stock is pledged or hypothecated in any way, give details.

Applicant Name (Company) Armour Group Holdings Limited

NAIC No. \_\_\_\_\_

FEIN: \_\_\_\_\_

14. Have you ever been adjudged a bankrupt? No If yes, provide details \_\_\_\_\_

15. To your knowledge has any company or entity for which you were an officer or director, trustee, investment committee member, key management employee or controlling stockholder, had any of the following events occur while you served in such capacity? If yes, please indicate and give details. When responding to questions (b) and (c) affiant should also include any events within twelve (12) months after his or her departure from the entity.

a. Been refused a permit, license, or certificate of authority by any regulatory authority, or Governmental-licensing agency? No

b. Had its permit, license, or certificate of authority suspended, revoked, canceled, non-renewed, or subjected to any judicial, administrative, regulatory, or disciplinary action (including rehabilitation, liquidation, receivership, conservatorship, federal bankruptcy proceeding, state insolvency, supervision or any other similar proceeding)?  
No. However, licenses have been voluntarily cancelled for a number of Bermuda Insurance companies managed by my employers, and for which I served as a director and/or officer, after satisfying Bermuda Monetary Authority's requirement that no liabilities or otherwise remain. Also in connection with the operations certain licenses for Excalibur Reinsurance Corporation have been surrendered, suspended and revoked by various states due to Excalibur being in run off. Excalibur's home regulator the Pennsylvania Department of Insurance is aware of the status of Excalibur's licensing status.

c. Been placed on probation or had a fine levied against it or against its permit, license, or certificate of authority in any civil, criminal, administrative, regulatory, or disciplinary action? [No]

Note: If an affiant has any doubt about the accuracy of an answer, the question should be answered in the positive and an explanation provided.

Dated and signed this 5<sup>th</sup> day of December London, England 2012 at London I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

J. Williams  
(Signature of Affiant)

England & Wales

State of \_\_\_\_\_ County of \_\_\_\_\_ City of London December

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of December, 2012 By JOHN CALDICOTT WILLIAMS

\_\_\_\_\_, and:

who is personally known to me, or

who produced the following identification: REDACTED

Edward Gardiner  
Notary Public

EDWARD GARDINER

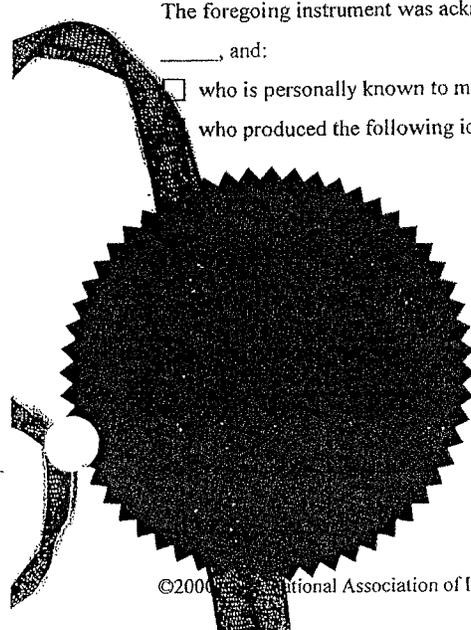
Printed Notary Name

My Commission Expires

Notary Public London, England

(Edward Gardiner)

(My Commission expires with Life)





Applicant Name (Company) Armour Group Holdings Limited

NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

**DISCLOSURE AND AUTHORIZATION CONCERNING BACKGROUND REPORTS** *(All states except California, Minnesota and Oklahoma)*

This Disclosure and Authorization is provided to you in connection with pending or future application(s) of **Armour Group Holdings Limited** ("Company") for licensure or a permit to organize ("Application") with a department of insurance in one or more states within the United States. Company desires to procure a consumer or investigative consumer report (or both) ("Background Reports") regarding your background for review by a department of insurance in any state where Company pursues an Application during the term of your functioning as, or seeking to function as, an officer, member of the board of directors or other management representative ("Affiant") of Company or of any business entities affiliated with Company ("Term of Affiliation") for which a Background Report is required by a department of insurance reviewing any Application. Background Reports requested pursuant to your authorization below may contain information bearing on your character, general reputation, personal characteristics, mode of living and credit standing. The purpose of such Background Reports will be to evaluate the Application and your background as it pertains thereto. To the extent required by law, the Background Reports procured under this Disclosure and Authorization will be maintained as confidential.

You may obtain copies of any Background Reports about you from the consumer reporting agency ("CRA") that produces them. You may also request more information about the nature and scope of such reports by submitting a written request to Company. To obtain contact information regarding CRA or to submit a written request for more information, contact **Pauline Richards, 11 Church Street, Hamilton HM 11 Bermuda TEL 441292 9774.**

Attached for your information is a "Summary of Your Rights Under the Fair Credit Reporting Act."

**AUTHORIZATION:** I am currently an Affiant of Company as defined above. I have read and understand the above Disclosure and by my signature below, I consent to the release of Background Reports to a department of insurance in any state where Company files or intends to file an Application, and to the Company, for purposes of investigating and reviewing such Application and my status as an Affiant. I authorize all third parties who are asked to provide information concerning me to cooperate fully by providing the requested information to CRA retained by Company for purposes of the foregoing Background Reports, except records that have been erased or expunged in accordance with law.

I understand that I may revoke this Authorization at any time by delivering a written revocation to Company and that Company will, in that event, forward such revocation promptly to any CRA that either prepared or is preparing Background Reports under this Disclosure and Authorization. This Authorization shall remain in full force and effect until the earlier of (i) the expiration of the Term of Affiliation, (ii) written revocation as described above, or (iii) twelve (12) months following the date of my signature below.

A true copy of this Disclosure and Authorization shall be valid and have the same force and effect as the signed original.

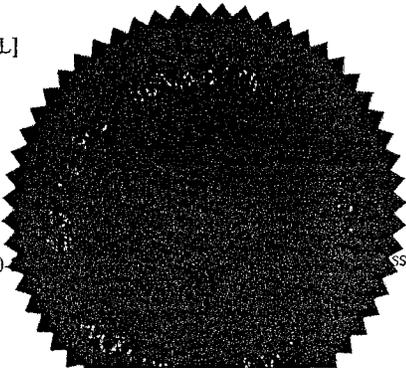
John Caldicott Williams, 7 Prices Gate, London, United Kingdom SW7 QL  
(Printed Full Name and Residence Address)  
[Signature] (Signature) 5<sup>th</sup> December 2012 Date

State of \_\_\_\_\_ County of England & Wales City of London 5<sup>th</sup> December

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012 By **JOHN CALDICOTT WILLIAMS**, and:

- who is personally known to me, or
- who produced the following identification: REDACTED

[SEAL]



[Signature]  
Notary Public  
**EDWARD GARDINER**  
Printed Notary Name  
My Commission Expires \_\_\_\_\_



Steve Ryland  
Senior Vice President

Applicant Name (Company) Armour Group Holdings Limited

NAIC No. \_\_\_\_\_

FEIN: \_\_\_\_\_

**BIOGRAPHICAL AFFIDAVIT**

To the extent permitted by law, this affidavit will be kept confidential by the state insurance regulatory authority.

(Print or Type)

Full Name, Address and telephone number of the present or proposed entity under which this biographical statement is being required (Do Not Use Group Names). Armour Group Holdings Ltd.

Chevron House, Ground Floor, 11 Church street, Hamilton HM11, Bermuda

441-292-9774

In connection with the above-named entity, I herewith make representations and supply information about myself as hereinafter set forth. (Attach addendum or separate sheet if space hereon is insufficient to answer any question fully.) IF ANSWER IS "NO" OR "NONE," SO STATE.

1. Affiant's Full Name (Initials Not Acceptable). Steven Michael Ryland

2. a. Are you a citizen of the United States? No

b. Are you a citizen of any other country, if so, what country? United Kingdom

3. Affiant's Occupation or Profession. Insurance Executive

4. Affiant's Business Address. 9 Cirencester Office Park Tetbury Road Cirencester GL7 6JJ UK

Business Telephone. +44 1285 700 742

5. Education and Training:

| <u>College/ University</u> | <u>City/ State</u> | <u>Dates Attended (MM/YY)</u> | <u>Degree Obtained</u> |
|----------------------------|--------------------|-------------------------------|------------------------|
|----------------------------|--------------------|-------------------------------|------------------------|

| <u>Graduate Studies:</u> | <u>College/ University</u> | <u>City/ State</u> | <u>Dates Attended (MM/YY)</u> | <u>Degree Obtained</u> |
|--------------------------|----------------------------|--------------------|-------------------------------|------------------------|
|--------------------------|----------------------------|--------------------|-------------------------------|------------------------|

| <u>Other Training: Name</u> | <u>City/ State</u> | <u>Dates Attended (MM/YY)</u> | <u>Degree/Certification Obtained</u> |
|-----------------------------|--------------------|-------------------------------|--------------------------------------|
|-----------------------------|--------------------|-------------------------------|--------------------------------------|

|                                      |                   |                     |                                 |
|--------------------------------------|-------------------|---------------------|---------------------------------|
| <u>University of Gloucestershire</u> | <u>Gloucester</u> | <u>09/83 - 6/85</u> | <u>Business Studies Diploma</u> |
|--------------------------------------|-------------------|---------------------|---------------------------------|

(Note: If affiant attended a foreign school, please provide full address and telephone number of the college/university. If applicable, provide the foreign student Identification Number in the space provided in the Biographical Affidavit Supplemental Information.)

Applicant Name (Company) Armour Group Holdings Limited

FEIN: \_\_\_\_\_ NAIC No. \_\_\_\_\_

6. List of memberships in professional societies and associations.

| <u>Name of Society/Association</u>                                      | <u>Contact Name</u>    | <u>Address of Society/Association</u> | <u>Telephone Number of Society/Association</u> |
|---|------------------------|---------------------------------------|--|
| Associate of the Chartered Insurance Institute (ACII)/Chartered Insurer | Customer Services Dept | 20 Aldermanbury<br>London<br>EC2V 7HY | +44 (0)20 8989 8464                            |

7. Present or proposed position with the applicant entity. Senior Vice President & Managing Director

8. List complete employment record for the past twenty (20) years, whether compensated or otherwise (up to and including present jobs, positions, partnerships, owner of an entity, administrator, manager, operator, directorates or officerships). Please list the most recent first. Attach additional pages if the space provided is insufficient. It is only necessary to provide telephone numbers and supervisory information for the past ten (10) years.

Beginning/Ending  
Dates 12/07 - present Employer's Name Armour Group Holdings Ltd.  
Address 11 Church Street City Hamilton State/Province \_\_\_\_\_  
Country Bermuda Postal Code HM11 Phone 14412929774 Offices/Positions Held Senior Vice President  
Supervisor / Contact Brad Huntington, Armour Group Holdings Limited

Beginning/Ending  
Dates 12/09 - present Employer's Name Armour Risk Management Limited  
Address 20 Old Broad Street City London State/Province \_\_\_\_\_  
Country UK Postal Code EC2N1DP Phone + 44 (0) 207 382 2000 Offices/Positions Held Director  
Supervisor / Contact Brad Huntington, Armour Group Holdings Limited

Beginning/Ending  
Dates 5/12 - present Employer's Name Armour Intelligence Ltd.  
Address 20 Old Broad Street City London State/Province \_\_\_\_\_  
Country UK Postal Code EC2N1DP Phone + 44 (0) 207 382 2000 Offices/Positions Held Director  
Supervisor / Contact Brad Huntington, Armour Group Holdings Limited

Beginning/Ending  
Dates 10/12 - present Employer's Name Secure Legal Title  
Address 20 Old Broad Street City London State/Province \_\_\_\_\_  
Country UK Postal Code EC2N1DP Phone + 44 (0) 207 382 2000 Offices/Positions Held Director  
Supervisor / Contact Brad Huntington, Armour Group Holdings Limited

Applicant Name (Company) Armour Group Holdings Limited

NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

Beginning/Ending  
Dates 01/99 - 12/09 \_\_\_\_\_ Employer's Name PRO Insurance Solutions Limited (Swiss Re company) \_\_\_\_\_

Address 38 Bruton Court Bruton Way City Gloucester \_\_\_\_\_ State/Province Gloucestershire \_\_\_\_\_

Country UK \_\_\_\_\_ Postal Code GL1 1DA \_\_ Phone 01452782500 Offices/Positions Held Executive Director

Supervisor / Contact \_\_ Lee Brandon \_\_\_\_\_

Beginning/Ending  
Dates 05/93 - 12/98 \_\_\_\_\_ - \_\_\_\_\_ Employer's Name Participant Run Off Limited \_\_\_\_\_

Address 38 Bruton Court Bruton Way City Gloucester City State/Province Gloucestershire \_\_\_\_\_

Country UK \_\_\_\_\_ Postal Code GL1 1DA \_\_ Phone 01452782500 Offices/Positions Held Divisional Manager \_\_\_\_\_

Supervisor / Contact \_\_ Lee Brandon \_\_\_\_\_

Beginning/Ending  
Dates 01/90 - 04/93 \_\_\_\_\_ Employer's Name English & American Group plc \_\_\_\_\_

Address 38 Bruton Way \_\_\_\_\_ City Gloucester \_\_\_\_\_ State/Province Gloucestershire \_\_\_\_\_

Country UK \_\_\_\_\_ Postal Code GL1 1DA \_\_ Phone 01452782500 Offices/Positions Held Aviation Manager \_\_\_\_\_

Supervisor / Contact \_\_ Shaun Astley \_\_\_\_\_

9. a. Have you ever been in a position which required a fidelity bond?  No  If any claims were made on the bond, give details. \_\_\_\_\_

b. Have you ever been denied an individual or position schedule fidelity bond, or had a bond canceled or revoked? If yes, give details. No \_\_\_\_\_

10. List any professional, occupational and vocational licenses (including licenses to sell securities) issued by any public or governmental licensing agency or regulatory authority or licensing authority that you presently hold or have held in the past. For any non-insurance regulatory issuer, identify and provide the name, address and telephone number of the licensing authority or regulatory body having jurisdiction over the license (s) issued.. If your professional license number is your Social Security Number (SSN) or embeds your SSN or any sequence of more than five numbers that are reasonably identifiable as your SSN, then write SSN for that portion of the professional license number that is represented by your SSN. (For example, "SSN", "12-SSN-345" or "1234-SSN" (last 6 digits)). Attach additional pages if the space provided is insufficient

Organization/Issuer of License \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ Country \_\_\_\_\_ Postal Code \_\_\_\_\_

License Type \_\_\_\_\_ License # \_\_\_\_\_ Date Issued (MM/YY) \_\_\_\_\_

Date Expired (MM/YY) \_\_\_\_\_ Reason for Termination \_\_\_\_\_

Non-insurance Regulatory Phone Number (if known) \_\_\_\_\_

Applicant Name (Company) Armour Group Holdings Limited

FEIN: \_\_\_\_\_ NAIC No. \_\_\_\_\_

Organization /Issuer of License \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ Country \_\_\_\_\_ Postal Code \_\_\_\_\_

License Type \_\_\_\_\_ License # \_\_\_\_\_ Date Issued (MM/YY) \_\_\_\_\_

Date Expired (MM/YY) \_\_\_\_\_ Reason for Termination \_\_\_\_\_

Non-insurance Regulatory Phone Number (if known) \_\_\_\_\_

11. In responding to the following, if the record has been sealed or expunged, and the affiant has personally verified that the record was sealed or expunged, an affiant may respond "no" to the question. Have you ever:

a. Been refused an occupational, professional, or vocational license or permit by any regulatory authority, or any public administrative, or governmental licensing agency?  
No \_\_\_\_\_

b. Had any occupational, professional, or vocational license or permit you hold or have held, been subject to any judicial, administrative, regulatory, or disciplinary action?  
No \_\_\_\_\_

c. Been placed on probation or had a fine levied against you or your occupational, professional, or vocational license or permit in any judicial, administrative, regulatory, or disciplinary action?  
No \_\_\_\_\_

d. Been charged with, or indicted for, any criminal offense(s) other than civil traffic offenses? No \_\_\_\_\_

e. Pled guilty, or nolo contendere, or been convicted of, any criminal offense(s) other than civil traffic offenses?  
No \_\_\_\_\_

f. Had adjudication of guilt withheld, had a sentence imposed or suspended, had pronouncement of a sentence suspended, or been pardoned, fined, or placed on probation, for any criminal offense(s) other than civil traffic offenses? No \_\_\_\_\_

g. Been subject to a cease and desist letter or order, or enjoined, either temporarily or permanently, in any judicial, administrative, regulatory, or disciplinary action, from violating any federal, state law or law of another country regulating the business of insurance, securities or banking, or from carrying out any particular practice or practices in the course of the business of insurance, securities or banking? No \_\_\_\_\_

h. Been, within the last ten (10) years, a party to any civil action involving dishonesty, breach of trust, or a financial dispute? No \_\_\_\_\_

i. Had a finding made by the Comptroller of any state or the Federal Government that you have violated any provisions of small loan laws, banking or trust company laws, or credit union laws, or that you have violated any rule or regulation lawfully made by the Comptroller of any state or the Federal Government? No \_\_\_\_\_

j. Had a lien or foreclosure action filed against you or any entity while you were associated with that entity?  
No \_\_\_\_\_

If the response to any question above is answered "Yes", please provide details including dates, locations, disposition, etc. Attach a copy of the complaint and filed adjudication or settlement as appropriate.

None \_\_\_\_\_

Applicant Name (Company) Armour Group Holdings Limited

NAIC No. \_\_\_\_\_

FEIN: \_\_\_\_\_

12. List any entity subject to regulation by an insurance regulatory authority that you control directly or indirectly. The term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract other than a commercial contract for goods or non-management services, or otherwise, unless the power is the result of an official position with or corporate office held by the person. Control shall be presumed to exist if any person, directly or indirectly, owns, controls, holds with the power to vote, or holds proxies representing, ten percent (10%) or more of the voting securities of any other person. \_\_\_\_\_

No \_\_\_\_\_

If any of the stock is pledged or hypothecated in any way, give details. \_\_\_\_\_

13. Do [Will] you or members of your immediate family individually or cumulatively subscribe to or own, beneficially or of record, 10% or more of the outstanding shares of stock of any entity subject to regulation by an insurance regulatory authority, or its affiliates? An "affiliate" of, or person "affiliated" with, a specific person, is a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified. If the answer is "Yes", please identify the company or companies in which the cumulative stock holdings represent 10% or more of the outstanding voting securities. \_\_\_\_\_

No \_\_\_\_\_

If any of the shares of stock are pledged or hypothecated in any way, give details. \_\_\_\_\_

Applicant Name (Company) Armour Group Holdings Limited

NAIC No. \_\_\_\_\_

FEIN: \_\_\_\_\_

14. Have you ever been adjudged a bankrupt? No \_\_\_\_\_ If yes, provide details \_\_\_\_\_

15. To your knowledge has any company or entity for which you were an officer or director, trustee, investment committee member, key management employee or controlling stockholder, had any of the following events occur while you served in such capacity? If yes, please indicate and give details. When responding to questions (b) and (c) affiant should also include any events within twelve (12) months after his or her departure from the entity.

a. Been refused a permit, license, or certificate of authority by any regulatory authority, or Governmental-licensing agency? No \_\_\_\_\_

b. Had its permit, license, or certificate of authority suspended, revoked, canceled, non-renewed, or subjected to any judicial, administrative, regulatory, or disciplinary action (including rehabilitation, liquidation, receivership, conservatorship, federal bankruptcy proceeding, state insolvency, supervision or any other similar proceeding)? No \_\_\_\_\_

c. Been placed on probation or had a fine levied against it or against its permit, license, or certificate of authority in any civil, criminal, administrative, regulatory, or disciplinary action? No \_\_\_\_\_

Note: If an affiant has any doubt about the accuracy of an answer, the question should be answered in the positive and an explanation provided.

I executed and signed this \_\_\_\_\_ 5<sup>th</sup> day of \_\_\_\_\_ December 2012 at London, England I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

  
(Signature of Affiant)

England & Wales

of \_\_\_\_\_ County of City of London

foregoing instrument was acknowledged before me this \_\_\_\_\_ 5<sup>th</sup> day of \_\_\_\_\_ December 2012 By STEVEN

HAEL RYLAND, and:

who is personally known to me, or

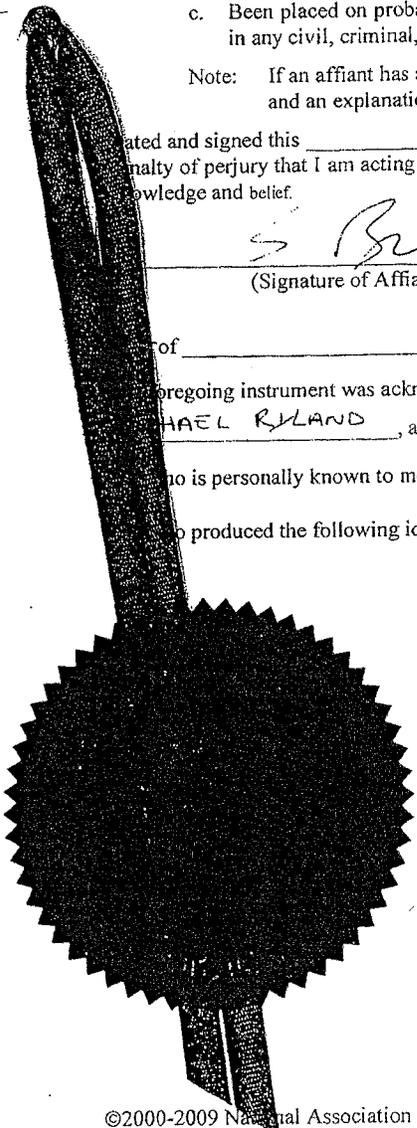
who produced the following identification: **REDACTED**



Notary Public  
EDWARD GARDINER  
Printed Notary Name

My Commission Expires

Notary Public London, England  
(Edward Gardiner)  
(My Commission expires with Life)



Applicant Name (Company) Armour Group Holdings Limited

NAIC No. \_\_\_\_\_

FEIN: \_\_\_\_\_

**DISCLOSURE AND AUTHORIZATION CONCERNING BACKGROUND REPORTS (All states except California, Minnesota and Oklahoma)**

This Disclosure and Authorization is provided to you in connection with pending or future application(s) of Armour Group Holdings Limited ("Company") for licensure or a permit to organize ("Application") with a department of insurance in one or more states within the United States. Company desires to procure a consumer or investigative consumer report (or both) ("Background Reports") regarding your background for review by a department of insurance in any state where Company pursues an Application during the term of your functioning as, or seeking to function as, an officer, member of the board of directors or other management representative ("Affiant") of Company or of any business entities affiliated with Company ("Term of Affiliation") for which a Background Report is required by a department of insurance reviewing any Application. Background Reports requested pursuant to your authorization below may contain information bearing on your character, general reputation, personal characteristics, mode of living and credit standing. The purpose of such Background Reports will be to evaluate the Application and your background as it pertains thereto. To the extent required by law, the Background Reports procured under this Disclosure and Authorization will be maintained as confidential.

You may obtain copies of any Background Reports about you from the consumer reporting agency ("CRA") that produces them. You may also request more information about the nature and scope of such reports by submitting a written request to Company. To obtain contact information regarding CRA or to submit a written request for more information, contact **Pauline Richards, Armour Group Holdings Ltd., 11 Church Street, Hamilton, HM 11, Bermuda TEL 1 441.292.9774.**

Attached for your information is a "Summary of Your Rights Under the Fair Credit Reporting Act."

**AUTHORIZATION:** I am currently an Affiant of Company as defined above. I have read and understand the above Disclosure and by my signature below, I consent to the release of Background Reports to a department of insurance in any state where Company files or intends to file an Application, and to the Company, for purposes of investigating and reviewing such Application and my status as an Affiant. I authorize all third parties who are asked to provide information concerning me to cooperate fully by providing the requested information to CRA retained by Company for purposes of the foregoing Background Reports, except records that have been erased or expunged in accordance with law.

I understand that I may revoke this Authorization at any time by delivering a written revocation to Company and that Company will, in that event, forward such revocation promptly to any CRA that either prepared or is preparing Background Reports under this Disclosure and Authorization. This Authorization shall remain in full force and effect until the earlier of (i) the expiration of the Term of Affiliation, (ii) written revocation as described above, or (iii) twelve (12) months following the date of my signature below.

A true copy of this Disclosure and Authorization shall be valid and have the same force and effect as the signed original.  
**Steven Michael Ryland, 11 Tall Trees Baunton Lane, Cirencester, Gloucestershire, GL7 2AF** \_\_\_\_\_

S. Ryland

(Signature)

England & Wales

5<sup>th</sup> December 2012

(Date)

State of \_\_\_\_\_

County of \_\_\_\_\_

City of London

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of December 2012 By STEVEN MICHAEL RYLAND, and

who is personally known to me, or

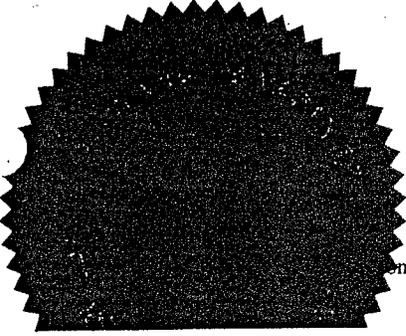
REDACTED

who produced the following identification: \_\_\_\_\_

Ed Gardiner  
Notary Public

Printed Notary Name

My Commission Expires



Notary Public London, England  
(Edward Gardiner)  
My Commission expires with 11/11/11

September 23, 2008  
FORM 11

Stuart Wrenn  
Senior Vice President

Applicant Name (Company) Armour Group Holdings Ltd.

NAIC No. \_\_\_\_\_  
EBIN: \_\_\_\_\_

**BIOGRAPHICAL AFFIDAVIT**

To the extent permitted by law, this affidavit will be kept confidential by the state insurance regulatory authority.

(Print or Type)

Full Name, Address and telephone number of the present or proposed entity under which this biographical statement is being required (Do Not Use Group Names). \_\_\_\_\_

Armour Group Holdings Ltd.

Chevron House, Ground Floor, 11 Church street, Hamilton HM11, Bermuda

441-292-9774

In connection with the above-named entity, I herewith make representations and supply information about myself as hereinafter set forth. (Attach addendum or separate sheet if space hereon is insufficient to answer any question fully.) IF ANSWER IS "NO" OR "NONE," SO STATE.

1. Affiant's Full Name (Initials Not Acceptable). Stuart Adam Wrenn
2. a. Are you a citizen of the United States? No
- b. Are you a citizen of any other country, if so, what country? United Kingdom
3. Affiant's Occupation or Profession. Actuary
4. Affiant's business address. Armour Risk Management, 1880 JFK Boulevard, Philadelphia, PA 19103  
Business telephone. 215-665-5000
5. Education and Training:

| <u>College/ University</u> | <u>City/ State</u>  | <u>Dates Attended (MM/YY)</u> | <u>Degree Obtained</u>     |
|----------------------------|---|-------------------------------|----------------------------|
| University of Bristol      | Senate House, Tyndall Ave.<br>Bristol, BS8 1TH, UK<br>Tel: +55 117 928 9000 | 10/84 - 6/87                  | Mathematics BSc (Hons) 2:2 |

| <u>Graduate Studies:</u> | <u>College/ University</u> | <u>City/ State</u> | <u>Dates Attended (MM/YY)</u> | <u>Degree Obtained</u> |
|--------------------------|----------------------------|--------------------|-------------------------------|------------------------|
| None                     |                            |                    |                               |                        |

| <u>Other Training: Name</u> | <u>City/ State</u> | <u>Dates Attended (MM/YY)</u> | <u>Degree/Certification Obtained</u> |
|-----------------------------|--------------------|-------------------------------|--------------------------------------|
| None                        |                    |                               |                                      |

(Note: If affiant attended a foreign school, please provide full address and telephone number of the college/university. If applicable, provide the foreign student Identification Number in the space provided in the Biographical Affidavit Supplemental Information.)

Applicant Name (Company) Armour Group Holdings Ltd.

AIC No. \_\_\_\_\_  
EIN: \_\_\_\_\_

6. List of memberships in professional societies and associations.

| <u>Name of Society/Association</u> | <u>Contact Name</u> | <u>Address of Society/Association</u>               | <u>Telephone Number of Society/Association</u> |
|------------------------------------|---------------------|---|--|
| Institute of Actuaries             | Gillian Ozer        | Staple Inn Hall, High Holborn, London WC1V 7 QJ, UK | +1 44 632 2100                                 |
| Casualty Actuarial Society         | Danellc Gee         | 4350 N Fairfax Drive Suite 250, Arlington, VA 22203 | 703-276-3100                                   |

7. Present or proposed position with the applicant entity. Senior Vice President

8. List complete employment record for the past twenty (20) years, whether compensated or otherwise (up to and including present jobs, positions, partnerships, owner of an entity, administrator, manager, operator, directorates or officerships). Please list the most recent first. Attach additional pages if the space provided is insufficient. It is only necessary to provide telephone numbers and supervisory information for the past ten (10) years.

Beginning/Ending Dates (MM/YY) 12/09 - Present Employer's Name Armour Risk Management Inc

Address 1880 JFK Boulevard City Philadelphia State/Province PA

Country US Postal Code 19103 Phone 215 665 5000 Offices/Positions Held Senior Vice President

Supervisor / Contact Brad Huntington, CEO Chairman

Dates (MM/YY) 12/09 - Present Employer's Name Excalibur Reinsurance Corporation

Address 1880 JFK Boulevard City Philadelphia State/Province PA

Country US Postal Code 19103 Phone 215 665 5000 Offices/Positions Held SVP and Chief Actuary

Supervisor / Contact Brad Huntington, Chairman

Dates (MM/YY) 12/09 - Present Employer's Name Armour Risk Management Ltd

Address 9 Cirencester Office Park City Cirencester State/Province \_\_\_\_\_

Country UK Postal Code GL7 6JJ Phone 01285 700744 Offices/Positions Held Director

Supervisor / Contact Steve Ryland, Managing Director

Beginning/Ending Dates (MM/YY) 12/07 - Present Employer's Name Armour Group Holdings Limited

Address 11 Church Street City Hamilton State/Province \_\_\_\_\_

Country Bermuda Postal Code HM11 Phone +441 292 9774 Offices/Positions Held Senior Vice President

Supervisor / Contact Brad Huntington

Beginning/Ending Dates (MM/YY) 9/03 - 10/07 Employer's Name The Imagine Group

Applicant Name (Company) Armour Group Holdings Ltd. NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_  
Address 70 Gracechurch Street City London State/Province \_\_\_\_\_  
Country UK Postal Code EC3V 0X Phone +44 20 3102 3100 Offices/Positions Held Pricing Actuary  
Supervisor / Contact Robert Forness

Beginning/Ending  
Dates (MM/YY) 9/00 - 1/03 Employer's Name XL/Winterthur International  
Address 70 Gracechurch Street City London State/Province \_\_\_\_\_  
Country UK Postal Code EC3V 0XL Phone +44 20 7933 70000 Offices/Positions Held Actuary  
Supervisor / Contact John Narvell

Applicant Name (Company) Armour Group Holdings Ltd.

NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

Beginning/Ending

Dates (MM/YY) 9/99 - 12/99

Employer's Name Zurich Insurance Group

Address 3 Minister Court, Mincing Lane City London State/Province \_\_\_\_\_

Country UK Postal Code EC3R 7DD Phone +44 20 7648 3200 Offices/Positions Held Actuary

Supervisor / Contact Linley Ah Cheung

Beginning/Ending

Dates (MM/YY) 8/98 - 8/99

Employer's Name Odyssey Re

Address 3 Minister Court, Mincing Lane City London State/Province \_\_\_\_\_

Country UK Postal Code EC3R 7DD Phone +44 20 7090 17000 Offices/Positions Held Actuary

Supervisor / Contact Amer Ahmed

Beginning/Ending

Dates (MM/YY) 9/92 - 8/98

Employer's Name Royal Sun Alliance

Address Leadenhall Court, 1 Leadenhall St. City London State/Province \_\_\_\_\_

Country UK Postal Code EC3V 1PP Phone +44 20 7337 5796 Offices/Positions Held Actuary

Supervisor / Contact Mike Hall

Beginning/Ending

Dates (MM/YY) 9/90 - 9/91

Employer's Name Clay and Partner

Address 70 Brook Street City London State/Province \_\_\_\_\_

Country UK Postal Code W1 7DDD Phone \_\_\_\_\_ Offices/Positions Held Actuary

Supervisor / Contact \_\_\_\_\_

Beginning/Ending

Dates (MM/YY) 1/88 - 9/90

Employer's Name Sun Alliance

Address St. Marks Court City Horsham State/Province West Sussex

Country UK Postal Code RH12 1XL Phone \_\_\_\_\_ Offices/Positions Held Actuarial Trainee

Supervisor / Contact \_\_\_\_\_

Applicant Name (Company) Armour Group Holdings Ltd.

NAIC No. \_\_\_\_\_

FEIN: \_\_\_\_\_

9. a. Have you ever been in a position which required a fidelity bond? No If any claims were made on the bond, give details. \_\_\_\_\_

b. Have you ever been denied an individual or position schedule fidelity bond, or had a bond canceled or revoked? If yes, give details. No

10. List any professional, occupational and vocational licenses (including licenses to sell securities) issued by any public or governmental licensing agency or regulatory authority or licensing authority that you presently hold or have held in the past. For any non-insurance regulatory issuer, identify and provide the name, address and telephone number of the licensing authority or regulatory body having jurisdiction over the license (s) issued. If your professional license number is your Social Security Number (SSN) or embeds your SSN or any sequence of more than five numbers that are reasonably identifiable as your SSN, then write SSN for that portion of the professional license number that is represented by your SSN. (For example, "SSN", "12-SSN-345" or "1234-SSN" (last 6 digits)). Attach additional pages if the space provided is insufficient

Organization/Issuer of License Lloyd's Address 1 Lime Street

City London State/Province \_\_\_\_\_ Country UK Postal Code EC3M 7HA

License Type Registered Underwriter/Actuary License # 6395 Date Issued (MM/YY) 10/03

Date Expired (MM/YY) 10/07 Reason for Termination Left company

Non-insurance Regulatory Phone Number (if known) +44 20 7327 1000

Organization /Issuer of License \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ Country \_\_\_\_\_ Postal Code \_\_\_\_\_

License Type \_\_\_\_\_ License # \_\_\_\_\_ Date Issued (MM/YY) \_\_\_\_\_

Date Expired (MM/YY) \_\_\_\_\_ Reason for Termination \_\_\_\_\_

Non-insurance Regulatory Phone Number (if known) \_\_\_\_\_

11. In responding to the following, if the record has been sealed or expunged, and the affiant has personally verified that the record was sealed or expunged, an affiant may respond "no" to the question. Have you ever:

a. Been refused an occupational, professional, or vocational license or permit by any regulatory authority, or any public administrative, or governmental licensing agency?  
No

b. Had any occupational, professional, or vocational license or permit you hold or have held, been subject to any judicial, administrative, regulatory, or disciplinary action?  
No

c. Been placed on probation or had a fine levied against you or your occupational, professional, or vocational license or permit in any judicial, administrative, regulatory, or disciplinary action?  
No

d. Been charged with, or indicted for, any criminal offense(s) other than civil traffic offenses? No

Applicant Name (Company) Armour Group Holdings Ltd.

VAIC No. \_\_\_\_\_

FEIN: \_\_\_\_\_

- e. Pled guilty, or nolo contendere, or been convicted of, any criminal offense(s) other than civil traffic offenses?  
No
- f. Had adjudication of guilt withheld, had a sentence imposed or suspended, had pronouncement of a sentence suspended, or been pardoned, fined, or placed on probation, for any criminal offense(s) other than civil traffic offenses? No
- g. Been subject to a cease and desist letter or order, or enjoined, either temporarily or permanently, in any judicial, administrative, regulatory, or disciplinary action, from violating any federal, state law or law of another country regulating the business of insurance, securities or banking, or from carrying out any particular practice or practices in the course of the business of insurance, securities or banking? No
- h. Been, within the last ten (10) years, a party to any civil action involving dishonesty, breach of trust, or a financial dispute? No
- i. Had a finding made by the Comptroller of any state or the Federal Government that you have violated any provisions of small loan laws, banking or trust company laws, or credit union laws, or that you have violated any rule or regulation lawfully made by the Comptroller of any state or the Federal Government? No
- j. Had a lien or foreclosure action filed against you or any entity while you were associated with that entity?  
No

If the response to any question above is answered "Yes", please provide details including dates, locations, disposition, etc. Attach a copy of the complaint and filed adjudication or settlement as appropriate.

12. List any entity subject to regulation by an insurance regulatory authority that you control directly or indirectly. The term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract other than a commercial contract for goods or non-management services, or otherwise, unless the power is the result of an official position with or corporate office held by the person. Control shall be presumed to exist if any person, directly or indirectly, owns, controls, holds with the power to vote, or holds proxies representing, ten percent (10%) or more of the voting securities of any other person.

None

If any of the stock is pledged or hypothecated in any way, give details.

13. Do [Will] you or members of your immediate family individually or cumulatively subscribe to or own, beneficially or of record, 10% or more of the outstanding shares of stock of any entity subject to regulation by an insurance regulatory authority, or its affiliates? An "affiliate" of, or person "affiliated" with, a specific person, is a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified. If the answer is "Yes", please identify the company or companies in which the cumulative stock holdings represent 10% or more of the outstanding voting securities.

No

If any of the shares of stock are pledged or hypothecated in any way, give details.

Applicant Name (Company) Armour Group Holdings Ltd.

NAIC No. \_\_\_\_\_

EIN: \_\_\_\_\_

14. Have you ever been adjudged a bankrupt? No If yes, provide details \_\_\_\_\_

15. To your knowledge has any company or entity for which you were an officer or director, trustee, investment committee member, key management employee or controlling stockholder, had any of the following events occur while you served in such capacity? If yes, please indicate and give details. When responding to questions (b) and (c) affiant should also include any events within twelve (12) months after his or her departure from the entity.

a. Been refused a permit, license, or certificate of authority by any regulatory authority, or Governmental-licensing agency? No

b. Had its permit, license, or certificate of authority suspended, revoked, canceled, non-renewed, or subjected to any judicial, administrative, regulatory, or disciplinary action (including rehabilitation, liquidation, receivership, conservatorship, federal bankruptcy proceeding, state insolvency, supervision or any other similar proceeding. Yes. Due to Excalibur being in run off, Excalibur has surrendered and had Certificates of Authority revoked and suspended. The State of Pennsylvania (domicile) is aware of the situation.

c. Been placed on probation or had a fine levied against it or against its permit, license, or certificate of authority in any civil, criminal, administrative, regulatory, or disciplinary action? No

Note: If an affiant has any doubt about the accuracy of an answer, the question should be answered in the positive and an explanation provided.

Dated and signed this 17th day of December 2012 at Philadelphia I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

[Signature]

(Signature of Affiant)

State of Pennsylvania County of Philadelphia

The foregoing instrument was acknowledged before me this 17 day of Dec., 2012 By

Stuart Adam Wrenn, and:

who is personally known to me, or

who produced the following identification: \_\_\_\_\_

[SEAL]

NOTARIAL SEAL  
ROBERT J HUGHES  
Notary Public  
PHILADELPHIA CITY, PHILADELPHIA COUNTY  
My Commission Expires Aug 27, 2014

[Signature]  
Notary Public  
Robert J. Hughes  
Printed Notary Name  
August 27, 2014  
My Commission Expires

Applicant Name (Company) Armour Group Holdings Ltd.

NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

**DISCLOSURE AND AUTHORIZATION CONCERNING BACKGROUND REPORTS** *(All states except California, Minnesota and Oklahoma)*

This Disclosure and Authorization is provided to you in connection with pending or future application(s) of **Armour Group Holdings Ltd.** ("Company") for licensure or a permit to organize ("Application") with a department of insurance in one or more states within the United States. Company desires to procure a consumer or investigative consumer report (or both) ("Background Reports") regarding your background for review by a department of insurance in any state where Company pursues an Application during the term of your functioning as, or seeking to function as, an officer, member of the board of directors or other management representative ("Affiant") of Company or of any business entities affiliated with Company ("Term of Affiliation") for which a Background Report is required by a department of insurance reviewing any Application. Background Reports requested pursuant to your authorization below may contain information bearing on your character, general reputation, personal characteristics, mode of living and credit standing. The purpose of such Background Reports will be to evaluate the Application and your background as it pertains thereto. To the extent required by law, the Background Reports procured under this Disclosure and Authorization will be maintained as confidential.

You may obtain copies of any Background Reports about you from the consumer reporting agency ("CRA") that produces them. You may also request more information about the nature and scope of such reports by submitting a written request to Company. To obtain contact information regarding CRA or to submit a written request for more information, contact **Pauline Richards, Armour Group Holdings Ltd., 11 Church Street, Hamilton, HM 11, Bermuda TEL 1 441.292.9774.**

Attached for your information is a "Summary of Your Rights Under the Fair Credit Reporting Act."

**AUTHORIZATION:** I am currently an Affiant of Company as defined above. I have read and understand the above Disclosure and by my signature below, I consent to the release of Background Reports to a department of insurance in any state where Company files or intends to file an Application, and to the Company, for purposes of investigating and reviewing such Application and my status as an Affiant. I authorize all third parties who are asked to provide information concerning me to cooperate fully by providing the requested information to CRA retained by Company for purposes of the foregoing Background Reports, except records that have been erased or expunged in accordance with law.

I understand that I may revoke this Authorization at any time by delivering a written revocation to Company and that Company will, in that event, forward such revocation promptly to any CRA that either prepared or is preparing Background Reports under this Disclosure and Authorization. This Authorization shall remain in full force and effect until the earlier of (i) the expiration of the Term of Affiliation, (ii) written revocation as described above, or (iii) twelve (12) months following the date of my signature below.

A true copy of this Disclosure and Authorization shall be valid and have the same force and effect as the signed original.

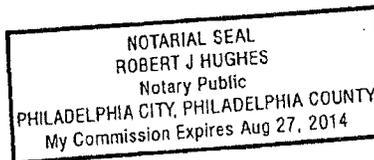
Stuart Adam Wrenn, 9 Spring Mill Lane, Haverford, PA 19041  
(Printed Full Name and Residence Address)



(Signature)

12/17/2012

(Date)



Applicant Name (Company) Armour Group Holdings Ltd.

NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

State of PA County of Phila

The foregoing instrument was acknowledged before me this 17 day of Dec. 20 12 By Stuart Wrenn, and

- who is personally known to me, or
- who produced the following identification: \_\_\_\_\_

[SEAL]

NOTARIAL SEAL  
 ROBERT J HUGHES  
 Notary Public  
 PHILADELPHIA CITY, PHILADELPHIA COUNTY  
 My Commission Expires Aug 27, 2014

  
 \_\_\_\_\_  
 Notary Public  
Robert J Hughes  
 \_\_\_\_\_  
 Printed Notary Name  
August 27, 2014  
 \_\_\_\_\_  
 My Commission Expires

Katherine Barker  
Vice President

Applicant Name (Company) Armour Group Holdings Ltd

NAIC No. \_\_\_\_\_  
EIN: \_\_\_\_\_

**BIOGRAPHICAL AFFIDAVIT**

To the extent permitted by law, this affidavit will be kept confidential by the state insurance regulatory authority.

(Print or Type)

Full Name, Address and telephone number of the present or proposed entity under which this biographical statement is being required (Do Not Use Group Names). \_\_\_\_\_

Armour Group Holdings Ltd.

11 Church Street, Hamilton HM 11, Bermuda

441 292-9774

In connection with the above-named entity, I herewith make representations and supply information about myself as hereinafter set forth. (Attach addendum or separate sheet if space hereon is insufficient to answer any question fully.) IF ANSWER IS "NO" OR "NONE," SO STATE.

1. Affiant's Full Name (Initials Not Acceptable) Katherine Helen Barker

2. a. Are you a citizen of the United States? Yes

b. Are you a citizen of any other country, if so, what country? No

3. Affiant's Occupation or Profession. Insurance Executive

4. Affiant's business address. Armour Risk Management, 1880 JFK Boulevard, Philadelphia, PA 19103

Business telephone. (215) 665-5000

5. Education and Training:

| <u>College/ University</u>         | <u>City/ State</u> | <u>Dates Attended (MM/YY)</u> | <u>Degree Obtained</u> |
|------------------------------------|--------------------|-------------------------------|------------------------|
| <u>University of Massachusetts</u> | <u>Amherst, MA</u> | <u>9/74-5/78</u>              | <u>BS</u>              |

| <u>Graduate Studies:</u> | <u>College/ University</u> | <u>City/ State</u>   | <u>Dates Attended (MM/YY)</u> | <u>Degree Obtained</u> |
|--------------------------|----------------------------|----------------------|-------------------------------|------------------------|
| <u>MBA</u>               | <u>Babson College</u>      | <u>Wellesley, MA</u> | <u>1/1/81-5/85</u>            | <u>MBA</u>             |

| <u>Other Training: Name</u> | <u>City/ State</u> | <u>Dates Attended (MM/YY)</u> | <u>Degree/Certification Obtained</u> |
|-----------------------------|--------------------|-------------------------------|--------------------------------------|
|                             |                    |                               |                                      |

(Note: If affiant attended a foreign school, please provide full address and telephone number of the college/university. If applicable, provide the foreign student Identification Number in the space provided in the Biographical Affidavit Supplemental Information.)

Applicant Name (Company) Armour Group Holdings Ltd

NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

6. List of memberships in professional societies and associations.

| <u>Name of Society/Association</u> | <u>Contact Name</u> | <u>Address of Society/Association</u>            | <u>Telephone Number of Society/Association</u> |
|------------------------------------|---------------------|--|--|
| AIRROC                             | Carolyn Fahey       | 4927 Wolf Run Shoals Rd.<br>Woodbridge, VA 22192 | 703 730 2808                                   |

7. Present or proposed position with the applicant entity. Vice President

8. List complete employment record for the past twenty (20) years, whether compensated or otherwise (up to and including present jobs, positions, partnerships, owner of an entity, administrator, manager, operator, directorates or officerships). Please list the most recent first. Attach additional pages if the space provided is insufficient. It is only necessary to provide telephone numbers and supervisory information for the past ten (10) years.

Beginning/Ending Dates (MM/YY) 02-10 - Present Employer's Name Excalibur Reinsurance Corporation  
Address 1880 JFK Blvd. City Philadelphia State/Province PA  
Country US Postal Code 19103 Phone 215.665.5000 Offices/Positions Held President  
Supervisor / Contact Brad Huntington

Beginning/Ending Dates (MM/YY) 02-10 - Present Employer's Name Armour Risk Management  
Address 1880 JFK Blvd. City Philadelphia State/Province PA  
Country US Postal Code 19103 Phone 215.665.5000 Offices/Positions Held President  
Supervisor / Contact Brad Huntington

Beginning/Ending Dates (MM/YY) 02-10 - Present Employer's Name Armour Group Holdings Ltd.  
Address 11 Church Street City Hamilton State/Province \_\_\_\_\_  
Country Bermuda Postal Code MH11 Phone 441.292.9774 Offices/Positions Held Vice President  
Supervisor / Contact Brad Huntington

Beginning/Ending Dates (MM/YY) 04-07 - 01/10 Employer's Name PRO IS, INC.  
Address 21 Merchants Road City Boston State/Province MA  
Country US Postal Code 02019 Phone 617.973.4892 Offices/Positions Held President  
Supervisor / Contact Robert Kingston 011.44.207.337.8900

Beginning/Ending Dates (MM/YY) 9/82 - 03/07 Employer's Name Horizon Management Group

Applicant Name (Company) Armour Group Holdings Ltd

IAIC No. \_\_\_\_\_

EIN: \_\_\_\_\_

(Subsidiary of The Hartford) \_\_\_\_\_

Address 150 Federal Street City Boston State/Province MA

Country US Postal Code 02110 Phone 617.526.7815 Offices/Positions Held Senior Vice President

Supervisor / Contact Andrew Maneval (Supervisor) / Patricia Gill (Contact)

Beginning/Ending Dates (MM/YY) 6/78 - 9/82 Employer's Name Liberty Mutual Insurance Company

Address 175 Berkley Street City Boston State/Province MA

Country US Postal Code \_\_\_\_\_ Phone \_\_\_\_\_ Offices/Positions Held Claims Adjuster

Supervisor / Contact Robert Carpenter

Beginning/Ending Dates (MM/YY) \_\_\_\_\_ - \_\_\_\_\_ Employer's Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State/Province \_\_\_\_\_

Country \_\_\_\_\_ Postal Code \_\_\_\_\_ Phone \_\_\_\_\_ Offices/Positions Held \_\_\_\_\_

Supervisor / Contact \_\_\_\_\_

9. a. Have you ever been in a position which required a fidelity bond? No If any claims were made on the bond, give details. \_\_\_\_\_

b. Have you ever been denied an individual or position schedule fidelity bond, or had a bond canceled or revoked? If yes, give details. No

10. List any professional, occupational and vocational licenses (including licenses to sell securities) issued by any public or governmental licensing agency or regulatory authority or licensing authority that you presently hold or have held in the past. For any non-insurance regulatory issuer, identify and provide the name, address and telephone number of the licensing authority or regulatory body having jurisdiction over the license (s) issued.. If your professional license number is your Social Security Number (SSN) or embeds your SSN or any sequence of more than five numbers that are reasonably identifiable as your SSN, then write SSN for that portion of the professional license number that is represented by your SSN. (For example, "SSN", "12-SSN-345" or "1234-SSN" (last 6 digits)). Attach additional pages if the space provided is insufficient

None

Organization/Issuer of License \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ Country \_\_\_\_\_ Postal Code \_\_\_\_\_

License Type \_\_\_\_\_ License # \_\_\_\_\_ Date Issued (MM/YY) \_\_\_\_\_

Date Expired (MM/YY) \_\_\_\_\_ Reason for Termination \_\_\_\_\_

Non-insurance Regulatory Phone Number (if known) \_\_\_\_\_

Organization /Issuer of License \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ Country \_\_\_\_\_ Postal Code \_\_\_\_\_

Applicant Name (Company) Armour Group Holdings Ltd NAIC No. \_\_\_\_\_  
License Type \_\_\_\_\_ License # \_\_\_\_\_ Date Issued (MM/YY) \_\_\_\_\_  
FEIN: \_\_\_\_\_

Date Expired (MM/YY) \_\_\_\_\_ Reason for Termination \_\_\_\_\_

Non-insurance Regulatory Phone Number (if known) \_\_\_\_\_

11. In responding to the following, if the record has been sealed or expunged, and the affiant has personally verified that the record was sealed or expunged, an affiant may respond "no" to the question. Have you ever:

- a. Been refused an occupational, professional, or vocational license or permit by any regulatory authority, or any public administrative, or governmental licensing agency?  
No
- b. Had any occupational, professional, or vocational license or permit you hold or have held, been subject to any judicial, administrative, regulatory, or disciplinary action?  
No
- c. Been placed on probation or had a fine levied against you or your occupational, professional, or vocational license or permit in any judicial, administrative, regulatory, or disciplinary action?
- d. Been charged with, or indicted for, any criminal offense(s) other than civil traffic offenses? No
- e. Pled guilty, or nolo contendere, or been convicted of, any criminal offense(s) other than civil traffic offenses?  
No
- f. Had adjudication of guilt withheld, had a sentence imposed or suspended, had pronouncement of a sentence suspended, or been pardoned, fined, or placed on probation, for any criminal offense(s) other than civil traffic offenses? No
- g. Been subject to a cease and desist letter or order, or enjoined, either temporarily or permanently, in any judicial, administrative, regulatory, or disciplinary action, from violating any federal, state law or law of another country regulating the business of insurance, securities or banking, or from carrying out any particular practice or practices in the course of the business of insurance, securities or banking? No
- h. Been, within the last ten (10) years, a party to any civil action involving dishonesty, breach of trust, or a financial dispute? No
- i. Had a finding made by the Comptroller of any state or the Federal Government that you have violated any provisions of small loan laws, banking or trust company laws, or credit union laws, or that you have violated any rule or regulation lawfully made by the Comptroller of any state or the Federal Government? No
- j. Had a lien or foreclosure action filed against you or any entity while you were associated with that entity?  
No

If the response to any question above is answered "Yes", please provide details including dates, locations, disposition, etc. Attach a copy of the complaint and filed adjudication or settlement as appropriate.

\_\_\_\_\_

\_\_\_\_\_

12. List any entity subject to regulation by an insurance regulatory authority that you control directly or indirectly. The term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract other than a commercial contract for goods or non-management services, or otherwise, unless the power is the result of an official position with or corporate office held by the person.

Applicant Name (Company) Armour Group Holdings Ltd

NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

Control shall be presumed to exist if any person, directly or indirectly, owns, controls, holds with the power to vote, or holds proxies representing, ten percent (10%) or more of the voting securities of any other person.

None

If any of the stock is pledged or hypothecated in any way, give details.

13. Do [Will] you or members of your immediate family individually or cumulatively subscribe to or own, beneficially or of record, 10% or more of the outstanding shares of stock of any entity subject to regulation by an insurance regulatory authority, or its affiliates? An "affiliate" of, or person "affiliated" with, a specific person, is a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified. If the answer is "Yes", please identify the company or companies in which the cumulative stock holdings represent 10% or more of the outstanding voting securities.

No

If any of the shares of stock are pledged or hypothecated in any way, give details.

Applicant Name (Company) Armour Group Holdings Ltd

NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

14. Have you ever been adjudged a bankrupt? No If yes, provide details \_\_\_\_\_

15. To your knowledge has any company or entity for which you were an officer or director, trustee, investment committee member, key management employee or controlling stockholder, had any of the following events occur while you served in such capacity? If yes, please indicate and give details. When responding to questions (b) and (c) affiant should also include any events within twelve (12) months after his or her departure from the entity.

a. Been refused a permit, license, or certificate of authority by any regulatory authority, or Governmental-licensing agency? No

b. Had its permit, license, or certificate of authority suspended, revoked, canceled, non-renewed, or subjected to any judicial, administrative, regulatory, or disciplinary action (including rehabilitation, liquidation, receivership, conservatorship, federal bankruptcy proceeding, state insolvency, supervision or any other similar proceeding)?  
Yes - due to Excalibur being in run-off.

c. Been placed on probation or had a fine levied against it or against its permit, license, or certificate of authority in any civil, criminal, administrative, regulatory, or disciplinary action? No

Note: If an affiant has any doubt about the accuracy of an answer, the question should be answered in the positive and an explanation provided.

Dated and signed this 13<sup>th</sup> day of Dec, 2012 at Philadelphia PA. I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Katherine H. Becker  
(Signature of Affiant)

State of Pennsylvania County of Philadelphia

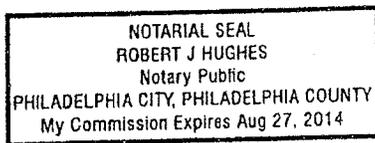
The foregoing instrument was acknowledged before me this 13 day of Dec, 2012 By

Katherine H. Becker, and:

who is personally known to me, or

who produced the following identification: \_\_\_\_\_

[SEAL]



Robert J. Hughes  
Notary Public  
Robert J. Hughes  
Printed Notary Name  
August 27, 2014  
My Commission Expires

Applicant Name (Company) Armour Group Holdings Ltd

NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

**DISCLOSURE AND AUTHORIZATION CONCERNING BACKGROUND REPORTS**  
*(All states except California, Minnesota and Oklahoma)*

This Disclosure and Authorization is provided to you in connection with pending or future application(s) of **Armour Group Holdings Ltd.** ("Company") for licensure or a permit to organize ("Application") with a department of insurance in one or more states within the United States. Company desires to procure a consumer or investigative consumer report (or both) ("Background Reports") regarding your background for review by a department of insurance in any state where Company pursues an Application during the term of your functioning as, or seeking to function as, an officer, member of the board of directors or other management representative ("Affiant") of Company or of any business entities affiliated with Company ("Term of Affiliation") for which a Background Report is required by a department of insurance reviewing any Application. Background Reports requested pursuant to your authorization below may contain information bearing on your character, general reputation, personal characteristics, mode of living and credit standing. The purpose of such Background Reports will be to evaluate the Application and your background as it pertains thereto. To the extent required by law, the Background Reports procured under this Disclosure and Authorization will be maintained as confidential.

You may obtain copies of any Background Reports about you from the consumer reporting agency ("CRA") that produces them. You may also request more information about the nature and scope of such reports by submitting a written request to Company. To obtain contact information regarding CRA or to submit a written request for more information, contact **Pauline Richards, 11 Church Street, Hamilton HM11, BERMUDA, 441.292.9774.**

Attached for your information is a "Summary of Your Rights Under the Fair Credit Reporting Act."

**AUTHORIZATION:** I am currently an Affiant of Company as defined above. I have read and understand the above Disclosure and by my signature below, I consent to the release of Background Reports to a department of insurance in any state where Company files or intends to file an Application, and to the Company, for purposes of investigating and reviewing such Application and my status as an Affiant. I authorize all third parties who are asked to provide information concerning me to cooperate fully by providing the requested information to CRA retained by Company for purposes of the foregoing Background Reports, except records that have been erased or expunged in accordance with law.

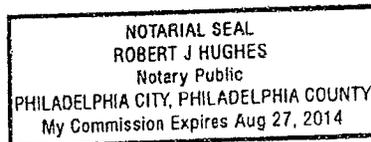
I understand that I may revoke this Authorization at any time by delivering a written revocation to Company and that Company will, in that event, forward such revocation promptly to any CRA that either prepared or is preparing Background Reports under this Disclosure and Authorization. This Authorization shall remain in full force and effect until the earlier of (i) the expiration of the Term of Affiliation, (ii) written revocation as described above, or (iii) twelve (12) months following the date of my signature below. A true copy of this Disclosure and Authorization shall be valid and have the same force and effect as the signed original.

\_\_\_\_\_  
(Printed Full Name and Residence Address)  
Katherine H. Barker DECEMBER 13 2012  
(Signature) (Date)

State of PA County of Philadelphia  
The foregoing instrument was acknowledged before me this 13 day of Dec. 20 12 By

- Katherine H. Barker, and  
 who is personally known to me, or  
 who produced the following identification:

[SEAL]



Robert J. Hughes  
Notary Public  
Robert J. Hughes  
Printed Notary Name  
August 27, 2014  
My Commission Expires

PHILADELPHIA\6809118\1 099997.000

Pauline Richards  
Chief Operating Officer

Applicant Name (Company) Armour Group Holdings Ltd.

NAIC No. \_\_\_\_\_  
EIN: \_\_\_\_\_

**BIOGRAPHICAL AFFIDAVIT**

To the extent permitted by law, this affidavit will be kept confidential by the state insurance regulatory authority.

(Print or Type)

Full Name, Address and telephone number of the present or proposed entity under which this biographical statement is being required (Do Not Use Group Names). \_\_\_\_\_

Armour Group Holdings Ltd.

11 Church Street, Hamilton HM11 Bermuda

441 292 9774

In connection with the above-named entity, I herewith make representations and supply information about myself as hereinafter set forth. (Attach addendum or separate sheet if space hereon is insufficient to answer any question fully.) IF ANSWER IS "NO" OR "NONE," SO STATE.

1. Affiant's Full Name (Initials Not Acceptable). Doreen Pauline Elizabeth Richards
2. a. Are you a citizen of the United States? No  
b. Are you a citizen of any other country, if so, what country? Bermuda
3. Affiant's Occupation or Profession. Chief Operating Officer - Accountant
4. Affiant's business address. 11 Church Street, Ground Floor, Hamilton HM 11 Bermuda  
Business telephone. 441 292 9774
5. Education and Training:

| <u>College/ University</u> | <u>City/ State</u>   | <u>Dates Attended (MM/YY)</u> | <u>Degree Obtained</u> |
|----------------------------|--|-------------------------------|------------------------|
| Queens University          | 99 University Avenue<br>Kingston, Ontario<br>Canada K7L 3N6<br>Tel: 613 533 2000 | Graduated 05/1989             | BA Psychology          |

| <u>Graduate Studies:</u> | <u>College/ University</u> | <u>City/ State</u> | <u>Dates Attended (MM/YY)</u> | <u>Degree Obtained</u> |
|--------------------------|----------------------------|--------------------|-------------------------------|------------------------|
|--------------------------|----------------------------|--------------------|-------------------------------|------------------------|

| <u>Other Training: Name</u>     | <u>City/ State</u>  | <u>Dates Attended (MM/YY)</u> | <u>Degree/Certification Obtained</u> |
|---------------------------------|---|-------------------------------|--------------------------------------|
| Certified Management Accountant | 1559 Brunswick Street<br>Suite 300, Halifax, Nova Scotia, B3J 2G1<br>Canada | 09/90 - 05/1995               | CMA                                  |

(Note: If affiant attended a foreign school, please provide full address and telephone number of the college/university. If applicable, provide the foreign student Identification Number in the space provided in the Biographical Affidavit Supplemental Information.)

Applicant Name (Company) Armour Group Holdings Ltd.

AIC No. \_\_\_\_\_

FIN: \_\_\_\_\_

6. List of memberships in professional societies and associations.

| <u>Name of Society/Association</u> | <u>Contact Name</u> | <u>Address of Society/Association</u>  | <u>Telephone Number of Society/Association</u> |
|------------------------------------|---------------------|--|--|
| AICPA                              |                     |  | 1888777 7077                                   |
| CMA                                |                     | Certified Management Accountants<br>1559 Brunswick Street<br>Suite 300<br>Halifax, Nova Scotia B3J 2G1 | 902-422-5836                                   |

7. Present or proposed position with the applicant entity. Chief Operating Officer, Armour Group Holdings Ltd.

8. List complete employment record for the past twenty (20) years, whether compensated or otherwise (up to and including present jobs, positions, partnerships, owner of an entity, administrator, manager, operator, directorates or officerships). Please list the most recent first. Attach additional pages if the space provided is insufficient. It is only necessary to provide telephone numbers and supervisory information for the past ten (10) years.

Beginning/Ending Dates (MM/YY) 11/07 - Present Employer's Name Armour Group Holdings Ltd.

Address 11 Church Street City Hamilton State/Province \_\_\_\_\_

Country Bermuda Postal Code HM 11 Phone 441 292 9774 Offices/Positions Held COO and Director

Supervisor / Contact Brad Huntington

Beginning/Ending Dates (MM/YY) 12/09 - Present Employer's Name Excalibur Reinsurance Corporations

Address 1880 JFK Blvd. - Suite 801 City Philadelphia State/Province Pennsylvania

Country USA Postal Code 19103 Phone 215 665 5000 Offices/Positions Held Treasurer

Supervisor / Contact Brad Huntington

Beginning/Ending Dates (MM/YY) 12/09 - Present Employer's Name Armour Risk Management Inc

Address 1880 JFK Blvd. - Suite 801 City Philadelphia State/Province Pennsylvania

Country USA Postal Code 19103 Phone 215 665 5000 Offices/Positions Held Treasurer

Supervisor / Contact Brad Huntington

Beginning/Ending Dates (MM/YY) 11/11 - Present Employer's Name Trebuchet Investments Limited

Applicant Name (Company) Armour Group Holdings Ltd. NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_  
Address 11 Church Street , City Hamilton State/Province \_\_\_\_\_

Country Bermuda Postal Code HM 11 Phone 441 292 9774 Offices/Positions Held COO and Director

Supervisor / Contact Brad Huntington

Beginning/Ending Dates (MM/YY) 2/10 - Present Employer's Name Armour Risk Services (Bermuda) Limited

Address 11 Church Street City Hamilton State/Province \_\_\_\_\_

Country Bermuda Postal Code HM 11 Phone 441 292 9774 Offices/Positions Held COO and Director

Supervisor / Contact Brad Huntington

Beginning/Ending Dates (MM/YY) 11/11 - Present Employer's Name ILS Investments Management Limited

Address 11 Church Street City Hamilton State/Province \_\_\_\_\_

Country Bermuda Postal Code HM 11 Phone 441 292 9774 Offices/Positions Held COO and Director

Supervisor / Contact Brad Huntington

Beginning/Ending Dates (MM/YY) 3/12 - Present Employer's Name ILS Investment Property and Casualty Re Limited

Address 11 Church Street City Hamilton State/Province \_\_\_\_\_

Country Bermuda Postal Code HM 11 Phone 441 292 9774 Offices/Positions Held Assistant Secretary

Supervisor / Contact Brad Huntington

Beginning/Ending Dates (MM/YY) 12/09 - Present Employer's Name High Mountain Reinsurance Limited

Address \_\_\_\_\_ City \_\_\_\_\_ State/Province \_\_\_\_\_

Country Cayman Islands Postal Code \_\_\_\_\_ Phone \_\_\_\_\_ Offices/Positions Held COO

Supervisor / Contact Brad Huntington

Beginning/Ending Dates (MM/YY) 12/09 - Present Employer's Name Armour Risk Management Limited

Address 20 Old Broad Street City London State/Province \_\_\_\_\_

Country UK Postal Code EC2N1DP Phone +44 (0) 207 382 2000 Offices/Positions Held COO and Director

Supervisor / Contact Brad Huntington

Beginning/Ending Dates (MM/YY) 10/12 - Present Employer's Name Trebuchet U.S. Holdings Inc. September 23, 2008

Applicant Name (Company) Armour Group Holdings Ltd.

NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

Address 1209 Orange Street City Wilmington State/Province Delaware

Country USA Postal Code 19801 Phone \_\_\_\_\_ Offices/Positions Held Secretary/Treasurer

Supervisor / Contact Brad Huntington

Beginning/Ending

Dates (MM/YY) 10/12 - Present

Employer's Name Secure Legal Title

Address 20 Old Broad Street City London State/Province \_\_\_\_\_

Country UK Postal Code EC2N1DP Phone + 44 (0) 207 382 2000 Offices/Positions Held Director

Supervisor / Contact Brad Huntington

Beginning/Ending

Dates (MM/YY) 5/12 - 7/12

Employer's Name ILS Investment Managers Ltd.

Address 20 Old Broad Street City London State/Province \_\_\_\_\_

Country UK Postal Code EC2N1DP Phone + 44 (0) 207 382 2000 Offices/Positions Held Director

Supervisor / Contact Brad Huntington

Beginning/Ending

Dates (MM/YY) 10/2003 - 06/2008

Employer's Name Saltus Grammar School

Address 108 St. John's Road City Pembroke State/Province \_\_\_\_\_

Country Bermuda Postal Code HM 03 Phone 441 292 6177 Offices/Positions Held Director of Development

Supervisor / Contact Headmaster

Beginning/Ending

Dates (MM/YY) 01/2001 - 03/2002

Employer's Name Lombard Odier Darier Hentsch

Address 31 Victoria Place City Hamilton State/Province \_\_\_\_\_

Country Bermuda Postal Code HM 10 Phone \_\_\_\_\_ Offices/Positions Held CFO

Supervisor / Contact Ms. T. Tepper

Beginning/Ending

Dates (MM/YY) 01/1999 - 12/2000

Employer's Name Gulfstream Financial Limited

Address \_\_\_\_\_ City \_\_\_\_\_ State/Province \_\_\_\_\_

Country \_\_\_\_\_ Postal Code \_\_\_\_\_ Phone \_\_\_\_\_ Offices/Positions Held Treasurer

Supervisor / Contact Company no longer in operation; past owner Mr. E. T. Richards 441 292 4708

Beginning/Ending

Dates (MM/YY) 08/1988 - 06/1999 Employer's Name Aon Group of Companies

Address Aon House, 30 Woodbourne Ave City Pembroke State/Province \_\_\_\_\_

©2000-2009 National Association of Insurance Commissioners

September 23, 2008

Applicant Name (Company) Armour Group Holdings Ltd.

NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

Country Bermuda Postal Code HM08 Phone 441 295 2220 Offices/Positions Held CFO + Consultant

Supervisor / Contact \_\_\_\_\_

9. a. Have you ever been in a position which required a fidelity bond? \_\_\_\_\_ If any claims were made on the bond, give details. None

b. Have you ever been denied an individual or position schedule fidelity bond, or had a bond canceled or revoked? If yes, give details. No

10. List any professional, occupational and vocational licenses (including licenses to sell securities) issued by any public or governmental licensing agency or regulatory authority or licensing authority that you presently hold or have held in the past. For any non-insurance regulatory issuer, identify and provide the name, address and telephone number of the licensing authority or regulatory body having jurisdiction over the license (s) issued.. If your professional license number is your Social Security Number (SSN) or embeds your SSN or any sequence of more than five numbers that are reasonably identifiable as your SSN, then write SSN for that portion of the professional license number that is represented by your SSN. (For example, "SSN", "12-SSN-345" or "1234-SSN" (last 6 digits)). Attach additional pages if the space provided is insufficient

Organization/Issuer of License \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ Country \_\_\_\_\_ Postal Code \_\_\_\_\_

License Type \_\_\_\_\_ License # \_\_\_\_\_ Date Issued (MM/YY) \_\_\_\_\_

Date Expired (MM/YY) \_\_\_\_\_ Reason for Termination \_\_\_\_\_

Non-insurance Regulatory Phone Number (if known) \_\_\_\_\_

Organization /Issuer of License \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ Country \_\_\_\_\_ Postal Code \_\_\_\_\_

License Type \_\_\_\_\_ License # \_\_\_\_\_ Date Issued (MM/YY) \_\_\_\_\_

Date Expired (MM/YY) \_\_\_\_\_ Reason for Termination \_\_\_\_\_

Non-insurance Regulatory Phone Number (if known) \_\_\_\_\_

11. In responding to the following, if the record has been sealed or expunged, and the affiant has personally verified that the record was sealed or expunged, an affiant may respond "no" to the question. Have you ever:

a. Been refused an occupational, professional, or vocational license or permit by any regulatory authority, or any public administrative, or governmental licensing agency?  
No

b. Had any occupational, professional, or vocational license or permit you hold or have held, been subject to any judicial, administrative, regulatory, or disciplinary action?  
No

c. Been placed on probation or had a fine levied against you or your occupational, professional, or vocational license or permit in any judicial, administrative, regulatory, or disciplinary action? \_\_\_\_\_

Applicant Name (Company) Armour Group Holdings Ltd.

NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

No

- d. Been charged with, or indicted for, any criminal offense(s) other than civil traffic offenses? No
- e. Pled guilty, or nolo contendere, or been convicted of, any criminal offense(s) other than civil traffic offenses?  
No
- f. Had adjudication of guilt withheld, had a sentence imposed or suspended, had pronouncement of a sentence suspended, or been pardoned, fined, or placed on probation, for any criminal offense(s) other than civil traffic offenses? No
- g. Been subject to a cease and desist letter or order, or enjoined, either temporarily or permanently, in any judicial, administrative, regulatory, or disciplinary action, from violating any federal, state law or law of another country regulating the business of insurance, securities or banking, or from carrying out any particular practice or practices in the course of the business of insurance, securities or banking? No
- h. Been, within the last ten (10) years, a party to any civil action involving dishonesty, breach of trust, or a financial dispute? No
- i. Had a finding made by the Comptroller of any state or the Federal Government that you have violated any provisions of small loan laws, banking or trust company laws, or credit union laws, or that you have violated any rule or regulation lawfully made by the Comptroller of any state or the Federal Government? No
- j. Had a lien or foreclosure action filed against you or any entity while you were associated with that entity?  
No

If the response to any question above is answered "Yes", please provide details including dates, locations, disposition, etc. Attach a copy of the complaint and filed adjudication or settlement as appropriate.

\_\_\_\_\_  
\_\_\_\_\_

12. List any entity subject to regulation by an insurance regulatory authority that you control directly or indirectly. The term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract other than a commercial contract for goods or non-management services, or otherwise, unless the power is the result of an official position with or corporate office held by the person. Control shall be presumed to exist if any person, directly or indirectly, owns, controls, holds with the power to vote, or holds proxies representing, ten percent (10%) or more of the voting securities of any other person. None

If any of the stock is pledged or hypothecated in any way, give details. \_\_\_\_\_

13. Do [Will] you or members of your immediate family individually or cumulatively subscribe to or own, beneficially or of record, 10% or more of the outstanding shares of stock of any entity subject to regulation by an insurance regulatory authority, or its affiliates? An "affiliate" of, or person "affiliated" with, a specific person, is a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified. If the answer is "Yes", please identify the company or companies in which the cumulative stock holdings represent 10% or more of the outstanding voting securities.

No

If any of the shares of stock are pledged or hypothecated in any way, give details.

N/A

Applicant Name (Company) Armour Group Holdings Ltd.

AIC No. \_\_\_\_\_

EIN: \_\_\_\_\_

---

Applicant Name (Company) Armour Group Holdings Ltd.

NAIC No. \_\_\_\_\_  
EIN: \_\_\_\_\_

14. Have you ever been adjudged a bankrupt? No If yes, provide details \_\_\_\_\_

15. To your knowledge has any company or entity for which you were an officer or director, trustee, investment committee member, key management employee or controlling stockholder, had any of the following events occur while you served in such capacity? If yes, please indicate and give details. When responding to questions (b) and (c) affiant should also include any events within twelve (12) months after his or her departure from the entity.

a. Been refused a permit, license, or certificate of authority by any regulatory authority, or Governmental-licensing agency? No

b. Had its permit, license, or certificate of authority suspended, revoked, canceled, non-renewed, or subjected to any judicial, administrative, regulatory, or disciplinary action (including rehabilitation, liquidation, receivership, conservatorship, federal bankruptcy proceeding, state insolvency, supervision or any other similar proceeding)?  
Yes. Due to Excalibur being in run off, Excalibur has surrendered and had Certificates of Authority revoked and suspended. The State of Pennsylvania (domicile) is aware of the situation.

c. Been placed on probation or had a fine levied against it or against its permit, license, or certificate of authority in any civil, criminal, administrative, regulatory, or disciplinary action?

Note: If an affiant has any doubt about the accuracy of an answer, the question should be answered in the positive and an explanation provided.

Dated and signed this 4<sup>th</sup> day of December 20 12 at Hamilton, Bermuda I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Richard

(Signature of Affiant)

State of Hamilton County of Bermuda

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of December, 20 12 By DOREEN PAULINE ELIZABETH RICHARDS, and:

who is personally known to me, or

who produced the following identification: \_\_\_\_\_

Valerie J

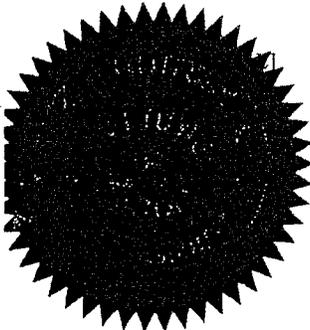
Notary Public

MADONNA JAMES

Printed Notary Name

NO EXPIRY

My Commission Expires



Applicant Name (Company) Armour Group Holdings Ltd.

JAIC No. \_\_\_\_\_  
EIN: \_\_\_\_\_

**DISCLOSURE AND AUTHORIZATION CONCERNING BACKGROUND REPORTS** (*All states except California, Minnesota and Oklahoma*)

This Disclosure and Authorization is provided to you in connection with pending or future application(s) of Armour Grup Holdings Ltd. ("Company") for licensure or a permit to organize ("Application") with a department of insurance in one or more states within the United States. Company desires to procure a consumer or investigative consumer report (or both) ("Background Reports") regarding your background for review by a department of insurance in any state where Company pursues an Application during the term of your functioning as, or seeking to function as, an officer, member of the board of directors or other management representative ("Affiant") of Company or of any business entities affiliated with Company ("Term of Affiliation") for which a Background Report is required by a department of insurance reviewing any Application. Background Reports requested pursuant to your authorization below may contain information bearing on your character, general reputation, personal characteristics, mode of living and credit standing. The purpose of such Background Reports will be to evaluate the Application and your background as it pertains thereto. To the extent required by law, the Background Reports procured under this Disclosure and Authorization will be maintained as confidential.

You may obtain copies of any Background Reports about you from the consumer reporting agency ("CRA") that produces them. You may also request more information about the nature and scope of such reports by submitting a written request to Company. To obtain contact information regarding CRA or to submit a written request for more information, contact **Pauline Richards, 11 Church Street, Hamilton HM 11 Bermuda TEL 441292 9774**

Attached for your information is a "Summary of Your Rights Under the Fair Credit Reporting Act."

**AUTHORIZATION:** I am currently an Affiant of Company as defined above. I have read and understand the above Disclosure and by my signature below, I consent to the release of Background Reports to a department of insurance in any state where Company files or intends to file an Application, and to the Company, for purposes of investigating and reviewing such Application and my status as an Affiant. I authorize all third parties who are asked to provide information concerning me to cooperate fully by providing the requested information to CRA retained by Company for purposes of the foregoing Background Reports, except records that have been erased or expunged in accordance with law.

I understand that I may revoke this Authorization at any time by delivering a written revocation to Company and that Company will, in that event, forward such revocation promptly to any CRA that either prepared or is preparing Background Reports under this Disclosure and Authorization. This Authorization shall remain in full force and effect until the earlier of (i) the expiration of the Term of Affiliation, (ii) written revocation as described above, or (iii) twelve (12) months following the date of my signature below.

A true copy of this Disclosure and Authorization shall be valid and have the same force and effect as the signed original.

Doreen Pauline Elizabeth Richards 3 Williamsholme Drive, Warwick WK 08, Bermuda  
(Printed Full Name and Residence Address)

[Signature]

(Signature)

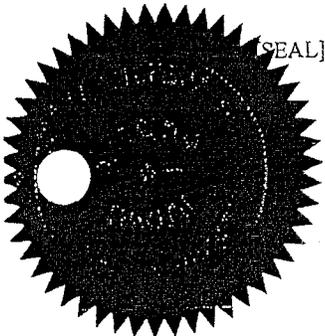
4 December, 2012  
(Date)

State of HAMILTON County of BERMUDA

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of December 20 12 By Doreen Pauline Elizabeth Richards

who is personally known to me, or

who produced the following identification: \_\_\_\_\_



[Signature]  
Notary Public  
NATHANIEL TURNER  
Printed Notary Name  
NO EXPIRY  
My Commission Expires

NATHANIEL A. TURNER  
Commissioner of Oaths & Notary Public  
Attride-Stirling & Woloniecki  
Hamilton, Bermuda

Roger Gillett  
Director

Applicant Name (Company) Armour Group Holdings Ltd.

NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

**BIOGRAPHICAL AFFIDAVIT**

To the extent permitted by law, this affidavit will be kept confidential by the state insurance regulatory authority.

(Print or Type)

Full Name, Address and telephone number of the present or proposed entity under which this biographical statement is being required (Do Not Use Group Names). \_\_\_\_\_

Armour Group Holdings Ltd.

11 Church Street, Hamilton HM 11, Bermuda

441 292 9774

In connection with the above-named entity, I herewith make representations and supply information about myself as hereinafter set forth. (Attach addendum or separate sheet if space hereon is insufficient to answer any question fully.) IF ANSWER IS "NO" OR "NONE," SO STATE.

1. Affiant's Full Name (Initials Not Acceptable). Roger Charles Gillett

2. a. Are you a citizen of the United States? No

b. Are you a citizen of any other country, if so, what country? United Kingdom

3. Affiant's Occupation or Profession. Retired Insurance Executive

4. Affiant's business address. 14 Grasmere Road, Pembroke, Bermuda

Business telephone. 1 441 337 7125

5. Education and Training:

| <u>College/ University</u> | <u>City/ State</u> | <u>Dates Attended (MM/YY)</u> | <u>Degree Obtained</u> |
|----------------------------|--------------------|-------------------------------|------------------------|
| <u>None</u>                |                    |                               |                        |

None

| <u>Graduate Studies:</u> | <u>College/ University</u> | <u>City/ State</u> | <u>Dates Attended (MM/YY)</u> | <u>Degree Obtained</u> |
|--------------------------|----------------------------|--------------------|-------------------------------|------------------------|
| <u>None</u>              |                            |                    |                               |                        |

None

| <u>Other Training: Name</u>  | <u>City/ State</u> | <u>Dates Attended (MM/YY)</u> | <u>Degree/Certification Obtained</u> |
|--|--------------------|-------------------------------|--------------------------------------|
| <u>Fellow of the Chartered Insurance Institute (by examination)</u>      |                    |                               |                                      |
| <u>Associate in Risk Management (The Insurance Institute of America)</u> |                    |                               |                                      |

Fellow of the Chartered Insurance Institute (by examination)

Associate in Risk Management (The Insurance Institute of America)

(Note: If affiant attended a foreign school, please provide full address and telephone number of the college/university. If applicable, provide the foreign student Identification Number in the space provided in the Biographical Affidavit Supplemental Information.)

Applicant Name (Company) Armour Group Holdings Ltd.

NAIC No. \_\_\_\_\_  
EIN: \_\_\_\_\_

6. List of memberships in professional societies and associations. none

| <u>Name of Society/Association</u> | <u>Contact Name</u> | <u>Address of Society/Association</u> | <u>Telephone Number of Society/Association</u> |
|------------------------------------|---------------------|---------------------------------------|--|
|                                    |                     |                                       |  |
|                                    |                     |                                       |  |
|                                    |                     |                                       |  |

7. Present or proposed position with the applicant entity. Director of Controlling Person, Armour Group Holdings Ltd.

8. List complete employment record for the past twenty (20) years, whether compensated or otherwise (up to and including present jobs, positions, partnerships, owner of an entity, administrator, manager, operator, directorates or officerships). Please list the most recent first. Attach additional pages if the space provided is insufficient. It is only necessary to provide telephone numbers and supervisory information for the past ten (10) years.

Beginning/Ending Dates (MM/YY) 11/07 – Present Employer's Name Armour Group Holdings Ltd.  
Address 11 Church Street City Hamilton State/Province \_\_\_\_\_  
Country Bermuda Postal Code HM11 Phone 14412929774 Offices/Positions Held Director  
Supervisor / Contact Brad Huntington

Beginning/Ending Dates (MM/YY) 11/11 – Present Employer's Name Trebuchet Investments Limited  
Address 11 Church Street City Hamilton State/Province \_\_\_\_\_  
Country Bermuda Postal Code HM11 Phone 14412929774 Offices/Positions Held Director  
Supervisor / Contact Brad Huntington

Beginning/Ending Dates (MM/YY) 2/10 – Present Employer's Name Armour Risk Services (Bermuda) Limited  
Address 11 Church Street City Hamilton State/Province \_\_\_\_\_  
Country Bermuda Postal Code HM11 Phone 14412929774 Offices/Positions Held Director  
Supervisor / Contact Brad Huntington

Beginning/Ending Dates (MM/YY) 11/11 – Present Employer's Name ILS Investment Management Limited  
Address 11 Church Street City Hamilton State/Province \_\_\_\_\_  
Country Bermuda Postal Code HM11 Phone 14412929774 Offices/Positions Held Director

Applicant Name (Company) Armour Group Holdings Ltd.

NAIC No. \_\_\_\_\_

FEIN: \_\_\_\_\_

Supervisor / Contact Brad Huntington

Beginning/Ending

Dates (MM/YY) 3/12 - Present

Employer's Name ILS Investment Property and Casualty Re Limited

Address 11 Church Street City Hamilton State/Province \_\_\_\_\_

Country Bermuda Postal Code HM11 Phone 14412929774 Offices/Positions Held Director

Supervisor / Contact Brad Huntington

Beginning/Ending

Dates (MM/YY) 11/97 - 7/07 Employer's Name ACE (Bermuda) Insurance Company Ltd.

Address ACE Global Headquarters City Hamilton State/Province \_\_\_\_\_

Country Bermuda Postal Code \_\_\_\_\_ Phone 14412855200 Offices/Positions Held Executive Vice President

Supervisor / Contact Rees Fletcher

Beginning/Ending

Dates (MM/YY) 9/77 - 11/97 Employer's Name Johnson & Higgins

Address Victoria Hall, Victoria Street City Hamilton State/Province \_\_\_\_\_

Country Bermuda Postal Code \_\_\_\_\_ Phone 1441 2924402 Offices/Positions Held Senior Vice President

Supervisor / Contact Jill Husbands

Beginning/Ending

Dates (MM/YY) \_\_\_\_\_ - \_\_\_\_\_ Employer's Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State/Province \_\_\_\_\_

Country \_\_\_\_\_ Postal Code \_\_\_\_\_ Phone \_\_\_\_\_ Offices/Positions Held \_\_\_\_\_

Supervisor / Contact \_\_\_\_\_

Beginning/Ending

Dates (MM/YY) \_\_\_\_\_ - \_\_\_\_\_ Employer's Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State/Province \_\_\_\_\_

Country \_\_\_\_\_ Postal Code \_\_\_\_\_ Phone \_\_\_\_\_ Offices/Positions Held \_\_\_\_\_

Supervisor / Contact \_\_\_\_\_

9. a. Have you ever been in a position which required a fidelity bond? No If any claims were made on the bond, give details. \_\_\_\_\_

b. Have you ever been denied an individual or position schedule fidelity bond, or had a bond canceled or revoked? If yes, give details. No \_\_\_\_\_

10. List any professional, occupational and vocational licenses (including licenses to sell securities) issued by any public or governmental licensing agency or regulatory authority or licensing authority that you presently hold or have held

Applicant Name (Company) Armour Group Holdings Ltd.

NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

in the past. For any non-insurance regulatory issuer, identify and provide the name, address and telephone number of the licensing authority or regulatory body having jurisdiction over the license (s) issued. If your professional license number is your Social Security Number (SSN) or embeds your SSN or any sequence of more than five numbers that are reasonably identifiable as your SSN, then write SSN for that portion of the professional license number that is represented by your SSN. (For example, "SSN", "12-SSN-345" or "1234-SSN" (last 6 digits)). Attach additional pages if the space provided is insufficient

None

Organization/Issuer of License \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ Country \_\_\_\_\_ Postal Code \_\_\_\_\_

License Type \_\_\_\_\_ License # \_\_\_\_\_ Date Issued (MM/YY) \_\_\_\_\_

Date Expired (MM/YY) \_\_\_\_\_ Reason for Termination \_\_\_\_\_

Non-insurance Regulatory Phone Number (if known) \_\_\_\_\_

Organization /Issuer of License \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ Country \_\_\_\_\_ Postal Code \_\_\_\_\_

License Type \_\_\_\_\_ License # \_\_\_\_\_ Date Issued (MM/YY) \_\_\_\_\_

Date Expired (MM/YY) \_\_\_\_\_ Reason for Termination \_\_\_\_\_

Non-insurance Regulatory Phone Number (if known) \_\_\_\_\_

11 In responding to the following, if the record has been sealed or expunged, and the affiant has personally verified that the record was sealed or expunged, an affiant may respond "no" to the question. Have you ever:

a. Been refused an occupational, professional, or vocational license or permit by any regulatory authority, or any public administrative, or governmental licensing agency?

No \_\_\_\_\_

b. Had any occupational, professional, or vocational license or permit you hold or have held, been subject to any judicial, administrative, regulatory, or disciplinary action?

No \_\_\_\_\_

c. Been placed on probation or had a fine levied against you or your occupational, professional, or vocational license or permit in any judicial, administrative, regulatory, or disciplinary action? No \_\_\_\_\_

d. Been charged with, or indicted for, any criminal offense(s) other than civil traffic offenses? No \_\_\_\_\_

e. Pled guilty, or nolo contendere, or been convicted of, any criminal offense(s) other than civil traffic offenses? No \_\_\_\_\_

f. Had adjudication of guilt withheld, had a sentence imposed or suspended, had pronouncement of a sentence suspended, or been pardoned, fined, or placed on probation, for any criminal offense(s) other than civil traffic offenses? No \_\_\_\_\_

g. Been subject to a cease and desist letter or order, or enjoined, either temporarily or permanently, in any judicial, administrative, regulatory, or disciplinary action, from violating any federal, state law or law of another country

Applicant Name (Company) Armour Group Holdings Ltd.

NAIC No. \_\_\_\_\_

FEIN: \_\_\_\_\_

regulating the business of insurance, securities or banking, or from carrying out any particular practice or practices in the course of the business of insurance, securities or banking? No

- h. Been, within the last ten (10) years, a party to any civil action involving dishonesty, breach of trust, or a financial dispute? No
- i. Had a finding made by the Comptroller of any state or the Federal Government that you have violated any provisions of small loan laws, banking or trust company laws, or credit union laws, or that you have violated any rule or regulation lawfully made by the Comptroller of any state or the Federal Government? No
- j. Had a lien or foreclosure action filed against you or any entity while you were associated with that entity? No

If the response to any question above is answered "Yes", please provide details including dates, locations, disposition, etc. Attach a copy of the complaint and filed adjudication or settlement as appropriate.

12. List any entity subject to regulation by an insurance regulatory authority that you control directly or indirectly. The term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract other than a commercial contract for goods or non-management services, or otherwise, unless the power is the result of an official position with or corporate office held by the person. Control shall be presumed to exist if any person, directly or indirectly, owns, controls, holds with the power to vote, or holds proxies representing, ten percent (10%) or more of the voting securities of any other person. \_\_\_\_\_

None

If any of the stock is pledged or hypothecated in any way, give details. \_\_\_\_\_

13. Do [Will] you or members of your immediate family individually or cumulatively subscribe to or own, beneficially or of record, 10% or more of the outstanding shares of stock of any entity subject to regulation by an insurance regulatory authority, or its affiliates? An "affiliate" of, or person "affiliated" with, a specific person, is a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified. If the answer is "Yes", please identify the company or companies in which the cumulative stock holdings represent 10% or more of the outstanding voting securities.

No

If any of the shares of stock are pledged or hypothecated in any way, give details. \_\_\_\_\_

Applicant Name (Company) Armour Group Holdings Ltd.

NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

14. Have you ever been adjudged a bankrupt? No If yes, provide details \_\_\_\_\_

15. To your knowledge has any company or entity for which you were an officer or director, trustee, investment committee member, key management employee or controlling stockholder, had any of the following events occur while you served in such capacity? If yes, please indicate and give details. When responding to questions (b) and (c) affiant should also include any events within twelve (12) months after his or her departure from the entity.

a. Been refused a permit, license, or certificate of authority by any regulatory authority, or Governmental-licensing agency? No

b. Had its permit, license, or certificate of authority suspended, revoked, canceled, non-renewed, or subjected to any judicial, administrative, regulatory, or disciplinary action (including rehabilitation, liquidation, receivership, conservatorship, federal bankruptcy proceeding, state insolvency, supervision or any other similar proceeding)?  
No

c. Been placed on probation or had a fine levied against it or against its permit, license, or certificate of authority in any civil, criminal, administrative, regulatory, or disciplinary action? No

Note: If an affiant has any doubt about the accuracy of an answer, the question should be answered in the positive and an explanation provided.

Dated and signed this 3<sup>rd</sup> day of Dec 2012 at HAMILTON I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

(Signature of Affiant)

City of Hamilton Parish of Pembroke, Bermuda

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of Dec, 2012 By

ROGER CHARLES GILLET and:

who is personally known to me, or

who produced the following identification: \_\_\_\_\_

Notary Public

KEVINDE A.L. GEORGE

Printed Notary Name

N/A

My Commission Expires



Applicant Name (Company) Armour Group Holdings Ltd.

NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

**DISCLOSURE AND AUTHORIZATION CONCERNING BACKGROUND REPORTS** (*All states except California, Minnesota and Oklahoma*)

This Disclosure and Authorization is provided to you in connection with pending or future application(s) of **Armour Group Holdings Ltd.** ("Company") for licensure or a permit to organize ("Application") with a department of insurance in one or more states within the United States. Company desires to procure a consumer or investigative consumer report (or both)("Background Reports") regarding your background for review by a department of insurance in any state where Company pursues an Application during the term of your functioning as, or seeking to function as, an officer, member of the board of directors or other management representative ("Affiant") of Company or of any business entities affiliated with Company ("Term of Affiliation") for which a Background Report is required by a department of insurance reviewing any Application. Background Reports requested pursuant to your authorization below may contain information bearing on your character, general reputation, personal characteristics, mode of living and credit standing. The purpose of such Background Reports will be to evaluate the Application and your background as it pertains thereto. To the extent required by law, the Background Reports procured under this Disclosure and Authorization will be maintained as confidential.

You may obtain copies of any Background Reports about you from the consumer reporting agency ("CRA") that produces them. You may also request more information about the nature and scope of such reports by submitting a written request to Company. To obtain contact information regarding CRA or to submit a written request for more information, contact **Pauline Richards, 11 Church Street, Hamilton HM 11 Bermuda TEL 4412929774.**

Attached for your information is a "Summary of Your Rights Under the Fair Credit Reporting Act."

**AUTHORIZATION:** I am currently an Affiant of Company as defined above. I have read and understand the above Disclosure and by my signature below, I consent to the release of Background Reports to a department of insurance in any state where Company files or intends to file an Application, and to the Company, for purposes of investigating and reviewing such Application and my status as an Affiant. I authorize all third parties who are asked to provide information concerning me to cooperate fully by providing the requested information to CRA retained by Company for purposes of the foregoing Background Reports, except records that have been erased or expunged in accordance with law.

I understand that I may revoke this Authorization at any time by delivering a written revocation to Company and that Company will, in that event, forward such revocation promptly to any CRA that either prepared or is preparing Background Reports under this Disclosure and Authorization. This Authorization shall remain in full force and effect until the earlier of (i) the expiration of the Term of Affiliation, (ii) written revocation as described above, or (iii) twelve (12) months following the date of my signature below. A true copy of this Disclosure and Authorization shall be valid and have the same force and effect as the signed original.

**Roger Charles Gillett, 14 Grasmere Road, Pembroke, Bermuda HM05**  
(Printed Full Name and Residence Address)

(Signature)

3<sup>rd</sup> Dec. 2012

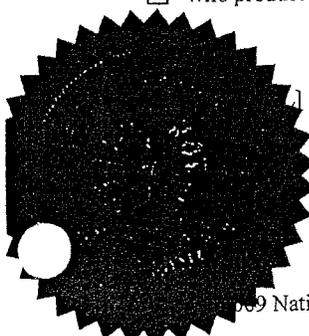
(Date)

State of \_\_\_\_\_ County of \_\_\_\_\_  
The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of Dec 20 12 By

ROGER CHARLES GILLETT, and

who is personally known to me, or

who produced the following identification: \_\_\_\_\_



Notary Public

KEHINDE A. L. GEORGE

Printed Notary Name

N/A

My Commission Expires

Tim Price  
Director

Applicant Name (Company) Armour Group Holdings Ltd.

NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

**BIOGRAPHICAL AFFIDAVIT**

To the extent permitted by law, this affidavit will be kept confidential by the state insurance regulatory authority.

(Print or Type)

Full Name, Address and telephone number of the present or proposed entity under which this biographical statement is being required (Do Not Use Group Names). \_\_\_\_\_

Armour Group Holdings Ltd.

11 Church Street, Hamilton HM 11 Bermuda

441 292.9774

In connection with the above-named entity, I herewith make representations and supply information about myself as hereinafter set forth. (Attach addendum or separate sheet if space hereon is insufficient to answer any question fully.) IF ANSWER IS "NO" OR "NONE," SO STATE.

1. Affiant's Full Name (Initials Not Acceptable). Timothy Evan Price
2. a. Are you a citizen of the United States? No
- b. Are you a citizen of any other country, if so, what country? Canada
3. Affiant's Occupation or Profession. Investment Advisor and Portfolio Management
4. Affiant's business address. Suite 2000, 1010 de la Gauchetiere, Montreal, Quebec, H3B4J1
- Business telephone. 514-394-3007

5. Education and Training:

| College/ University      | City/ State              | Dates Attended (MM/YY) | Degree Obtained             |
|--------------------------|--------------------------|------------------------|-----------------------------|
| <u>Queens University</u> | <u>Kingston, Ontario</u> | <u>09/75-05/79</u>     | <u>Bachelor of Commerce</u> |

| Graduate Studies: | College/ University | City/ State | Dates Attended (MM/YY) | Degree Obtained |
|-------------------|---------------------|-------------|------------------------|-----------------|
| <u>None</u>       |                     |             |                        |                 |

| Other Training: Name | City/ State | Dates Attended (MM/YY) | Degree/Certification Obtained |
|----------------------|-------------|------------------------|-------------------------------|
| <u>None</u>          |             |                        |                               |

(Note: If affiant attended a foreign school, please provide full address and telephone number of the college/university. If applicable, provide the foreign student Identification Number in the space provided in the Biographical Affidavit Supplemental Information.)

Applicant Name (Company) Armour Group Holdings Ltd.

IAIC No. \_\_\_\_\_  
EIN: \_\_\_\_\_

6. List of memberships in professional societies and associations.

| <u>Name of Society/Association</u>                | <u>Contact Name</u> | <u>Address of Society/Association</u>                          | <u>Telephone Number of Society/Association</u> |
|---|---------------------|--|--|
| The Institute of Chartered Accountants of Ontario |                     | 69 Bloor Street East<br>Toronto, ON M4W 1B3<br>Canada          | Tel: 416-962-1841                              |
| Institute of Chartered Financial Analysis         |                     | 560 Ray C. Hunt Drive<br>Charlottesville, VA 22903-0668 U.S.A. | Tel: (800) 247-8132                            |

7. Present or proposed position with the applicant entity. Non Executive Director

8. List complete employment record for the past twenty (20) years, whether compensated or otherwise (up to and including present jobs, positions, partnerships, owner of an entity, administrator, manager, operator, directorates or officerships). Please list the most recent first. Attach additional pages if the space provided is insufficient. It is only necessary to provide telephone numbers and supervisory information for the past ten (10) years.

See attached

Beginning/Ending Dates (MM/YY) 12/07 - current Employer's Name Armour Group Holdings Ltd.  
Address 11 Church Street City Hamilton State/Province \_\_\_\_\_  
Country Bermuda Postal Code HM 11 Phone 441.292.9774 Offices/Positions Held Director  
Supervisor / Contact Brad Huntington

Beginning/Ending Dates (MM/YY) 11/11 - current Employer's Name Trebuchet Investments Limited.  
Address 11 Church Street City Hamilton State/Province \_\_\_\_\_  
Country Bermuda Postal Code HM 11 Phone 441.292.9774 Offices/Positions Held Director  
Supervisor / Contact Brad Huntington

Beginning/Ending Dates (MM/YY) 2/10 - current Employer's Name Armour Risk Services (Bermuda) Limited.  
Address 11 Church Street City Hamilton State/Province \_\_\_\_\_  
Country Bermuda Postal Code HM 11 Phone 441.292.9774 Offices/Positions Held Director  
Supervisor / Contact Brad Huntington

Beginning/Ending Dates (MM/YY) 11/11 - current Employer's Name ILS Investment Management Limited  
Address 11 Church Street City Hamilton State/Province \_\_\_\_\_  
Country Bermuda Postal Code HM 11 Phone 441.292.9774 Offices/Positions Held Director  
Supervisor / Contact Brad Huntington

Applicant Name (Company) Armour Group Holdings Ltd.

NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

Beginning/Ending  
Dates (MM/YY) 3/12 - current Employer's Name ILS Investment Property and Casualty Re Limited  
Address 11 Church Street City Hamilton State/Province \_\_\_\_\_  
Country Bermuda Postal Code HM 11 Phone 441.292.9774 Offices/Positions Held Director  
Supervisor / Contact Brad Huntington

Beginning/Ending  
Dates (MM/YY) 02/2009 - current Employer's Name MacDougall MacDougall & MacTier Inc.  
Address 1010 de la Gauchetiere St., W., Suite 2000 City Montreal State/Province Quebec  
Country Canada Postal Code H3B 4J1 Phone 514-394-3000 Offices/Positions Held Chairman of the Board  
Supervisor / Contact Board of Directors

Beginning/Ending  
Dates (MM/YY) 01/2012 - 11/2012 Employer's Name MacDougall MacDougall & MacTier Inc.  
Address 1010 de la Gauchetiere St., W., Suite 2000 City Montreal State/Province Quebec  
Country Canada Postal Code H3B 4J1 Phone 514-394-3000 Offices/Positions Held President & CEO  
Supervisor / Contact Board of Directors

Beginning/Ending  
Dates (MM/YY) 02/2009 - current Employer's Name City of Westmount  
Address 4333 Sherbrooke Street West City Westmount State/Province Quebec  
Country Canada Postal Code H3Z 1E2 Phone 514-989 5240 Offices/Positions Held City Councillor  
Supervisor / Contact Peter Trent (Mayor)

Beginning/Ending  
Dates (MM/YY) 05/2002 - 05/2009 Employer's Name MacDougall MacDougall & MacTier Inc.  
Address 1010 de la Gauchetiere St., W., Suite 2000 City Montreal State/Province Quebec  
Country Canada Postal Code H3B 4J1 Phone 514-394-3000 Offices/Positions Held President & CEO  
Supervisor / Contact Board of Directors

Beginning/Ending  
Dates (MM/YY) 6/1990 - current Employer's Name MacDougall MacDougall & MacTier Inc.  
Address 1010 de la Gauchetiere St., W., Suite 2000 City Montreal State/Province Quebec  
Country Canada Postal Code H3B 4J1 Phone 514-394-3000 Offices/Positions Held Portfolio Manager/  
Investment Advisor

Applicant Name (Company) Armour Group Holdings Ltd. NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

Supervisor / Contact William Cowen (Branch Manager) 514-394-3100

Beginning/Ending Dates (MM/YY) 12/1993 - current Employer's Name MacDougall MacDougall & MacTier Inc.

Address 1010 de la Gauchetiere St., W., Suite 2000 City Montreal State/Province Quebec

Country Canada Postal Code H3B 4J1 Phone 514-394-3000 Offices/Positions Held Executive Committee

Supervisor / Contact N/A

Beginning/Ending Dates (MM/YY) 02/1992 - current Employer's Name MacDougall MacDougall & MacTier Inc.

Address 1010 de la Gauchetiere St., W., Suite 2000 City Montreal State/Province Quebec

Country Canada Postal Code H3B 4J1 Phone 514-394-3000 Offices/Positions Held Director

Supervisor / Contact N/A

Beginning/Ending Dates (MM/YY) 09/1984 - 06/1990 Employer's Name MacDougall MacDougall & MacTier Inc.

Address 1010 de la Gauchetiere St., W., Suite 2000 City Montreal State/Province Quebec

Country Canada Postal Code H3B 4J1 Phone 514-394-3000 Offices/Positions Held Controller

Supervisor / Contact N/A

9. a. Have you ever been in a position which required a fidelity bond? No If any claims were made on the bond, give details. \_\_\_\_\_

b. Have you ever been denied an individual or position schedule fidelity bond, or had a bond canceled or revoked? If yes, give details. No

10. List any professional, occupational and vocational licenses (including licenses to sell securities) issued by any public or governmental licensing agency or regulatory authority or licensing authority that you presently hold or have held in the past. For any non-insurance regulatory issuer, identify and provide the name, address and telephone number of the licensing authority or regulatory body having jurisdiction over the license (s) issued.. If your professional license number is your Social Security Number (SSN) or embeds your SSN or any sequence of more than five numbers that are reasonably identifiable as your SSN, then write SSN for that portion of the professional license number that is represented by your SSN. (For example, "SSN", "12-SSN-345" or "1234-SSN" (last 6 digits)). Attach additional pages if the space provided is insufficient

See attached

Organization/Issuer of License: MacDougall Investment Counsel, Inc./Conseillers En Placements MacDougall

Address 1010 de la Gauchetiere St., W., Suite 2000 City Montreal State/Province Quebec

Country Canada Postal Code H3B 4J1 License Type Director

License # \_\_\_\_\_ Date Issued (MM/YY) September 24, 2007

Date Expired (MM/YY) \_\_\_\_\_ Reason for Termination N/A

Applicant Name (Company) Armour Group Holdings Ltd. NAIC No. \_\_\_\_\_  
EIN: \_\_\_\_\_

Non-insurance Regulatory Phone Number (if known): 514-394-2777

Organization/Issuer of License: MacDougall Investment Counsel, Inc/Conseillers En Placements MacDougall

Address 1010 de la Gauchetiere St., W., Suite 2000 City Montreal State/Province Quebec

Country Canada Postal Code H3B 4J1 License Type Officer (Non-Advising)

License # \_\_\_\_\_ Date Issued (MM/YY) September 24, 2007

Date Expired (MM/YY) \_\_\_\_\_ Reason for Termination N/A

Non-insurance Regulatory Phone Number (if known): 514-394-2777

Organization/Issuer of License: MacDougall, MacDougall & Mactier Inc.

Address 1010 de la Gauchetiere St., W., Suite 2000 City Montreal State/Province Quebec

Country Canada Postal Code H3B 4J1 License Type Ultimate Designated Person

License # \_\_\_\_\_ Date Issued (MM/YY) May 2002/Feb. 2012,

Date Expired (MM/YY) June 2009/Nov. 2012 Reason for Termination Resigned

Non-insurance Regulatory Phone Number (if known): 514-394-2777

Organization/Issuer of License: MacDougall Investment Counsel, Inc./Conseillers En Placements MacDougall

Address 1010 de la Gauchetiere St., W., Suite 2000 City Montreal State/Province Quebec

Country Canada Postal Code H3B 4J1 License Type Officer and Director (Permitted Activities and Ultimate Person)

License # \_\_\_\_\_ Date Issued (MM/YY) September 28, 2009

Date Expired (MM/YY) \_\_\_\_\_ Reason for Termination N/A

Non-insurance Regulatory Phone Number (if known): 514-394-2777

Organization/Issuer of License: MacDougall, MacDougall & Mactier Inc.

Address 1010 de la Gauchetiere St., W., Suite 2000 City Montreal State/Province Quebec

Country Canada Postal Code H3B 4J1 License Type Supervisor (Approved Categories)

License # \_\_\_\_\_ Date Issued (MM/YY) December 23, 2009

Date Expired (MM/YY) \_\_\_\_\_ Reason for Termination N/A

Non-insurance Regulatory Phone Number (if known): 514-394-2777

Organization/Issuer of License: MacDougall, MacDougall & Mactier Inc.

Address 1010 de la Gauchetiere St., W., Suite 2000 City Montreal State/Province Quebec

Applicant Name (Company) Armour Group Holdings Ltd. NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_  
Country Canada Postal Code H3B 4J1 License Type Dealing Representative (Investment Dealer)  
License # \_\_\_\_\_ Date Issued (MM/YY) September 28, 2009  
Date Expired (MM/YY) \_\_\_\_\_ Reason for Termination N/A  
Non-insurance Regulatory Phone Number (if known): 514-394-2777

Organization/Issuer of License: MacDougall, MacDougall & Mactier Inc.  
Address 1010 de la Gauchetiere St., W., Suite 2000 City Montreal State/Province Quebec  
Country Canada Postal Code H3B 4J1 License Type Director  
License # \_\_\_\_\_ Date Issued (MM/YY) May 2002  
Date Expired (MM/YY) \_\_\_\_\_ Reason for Termination N/A  
Non-insurance Regulatory Phone Number (if known): 514-394-2777

Organization/Issuer of License: MacDougall, MacDougall & Mactier Inc.  
Address 1010 de la Gauchetiere St., W., Suite 2000 City Montreal State/Province Quebec  
Country Canada Postal Code H3B 4J1 License Type Officer  
License # \_\_\_\_\_ Date Issued (MM/YY) May 2002  
Date Expired (MM/YY) \_\_\_\_\_ Reason for Termination N/A  
Non-insurance Regulatory Phone Number (if known): 514-394-2777

Organization/Issuer of License: MacDougall, MacDougall & Mactier Inc.  
Address 1010 de la Gauchetiere St., W., Suite 2000 City Montreal State/Province Quebec  
Country Canada Postal Code H3B 4J1 License Type Options (Product)  
License # \_\_\_\_\_ Date Issued (MM/YY) June 1987  
Date Expired (MM/YY) \_\_\_\_\_ Reason for Termination N/A  
Non-insurance Regulatory Phone Number (if known): 514-394-2777

Organization/Issuer of License: MacDougall, MacDougall & Mactier Inc.  
Address 1010 de la Gauchetiere St., W., Suite 2000 City Montreal State/Province Quebec  
Country Canada Postal Code H3B 4J1 License Type Portfolio Management  
License # \_\_\_\_\_ Date Issued (MM/YY) October 1990  
Date Expired (MM/YY) \_\_\_\_\_ Reason for Termination N/A

11 In responding to the following, if the record has been sealed or expunged, and the affiant has personally verified that the record was sealed or expunged, an affiant may respond "no" to the question. Have you ever:  
©2000-2009 National Association of Insurance Commissioners  
September 23, 2008  
FORM 11

Applicant Name (Company) Armour Group Holdings Ltd.

NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

a. Been refused an occupational, professional, or vocational license or permit by any regulatory authority, or any public administrative, or governmental licensing agency?

No.

b. Had any occupational, professional, or vocational license or permit you hold or have held, been subject to any judicial, administrative, regulatory, or disciplinary action?

No

c. Been placed on probation or had a fine levied against you or your occupational, professional, or vocational license or permit in any judicial, administrative, regulatory, or disciplinary action? No.

d. Been charged with, or indicted for, any criminal offense(s) other than civil traffic offenses? No

e. Pled guilty, or nolo contendere, or been convicted of, any criminal offense(s) other than civil traffic offenses?  
No

f. Had adjudication of guilt withheld, had a sentence imposed or suspended, had pronouncement of a sentence suspended, or been pardoned, fined, or placed on probation, for any criminal offense(s) other than civil traffic offenses? No

g. Been subject to a cease and desist letter or order, or enjoined, either temporarily or permanently, in any judicial, administrative, regulatory, or disciplinary action, from violating any federal, state law or law of another country regulating the business of insurance, securities or banking, or from carrying out any particular practice or practices in the course of the business of insurance, securities or banking? No

h. Been, within the last ten (10) years, a party to any civil action involving dishonesty, breach of trust, or a financial dispute? No

i. Had a finding made by the Comptroller of any state or the Federal Government that you have violated any provisions of small loan laws, banking or trust company laws, or credit union laws, or that you have violated any rule or regulation lawfully made by the Comptroller of any state or the Federal Government? No

j. Had a lien or foreclosure action filed against you or any entity while you were associated with that entity?  
No

If the response to any question above is answered "Yes", please provide details including dates, locations, disposition, etc. Attach a copy of the complaint and filed adjudication or settlement as appropriate.

12. List any entity subject to regulation by an insurance regulatory authority that you control directly or indirectly. The term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract other than a commercial contract for goods or non-management services, or otherwise, unless the power is the result of an official position with or corporate office held by the person. Control shall be presumed to exist if any person, directly or indirectly, owns, controls, holds with the power to vote, or holds proxies representing, ten percent (10%) or more of the voting securities of any other person.

None

If any of the stock is pledged or hypothecated in any way, give details.

N/A

Applicant Name (Company) Armour Group Holdings Ltd.

JAIC No. \_\_\_\_\_

FEIN: \_\_\_\_\_

13. Do [Will] you or members of your immediate family individually or cumulatively subscribe to or own, beneficially or of record, 10% or more of the outstanding shares of stock of any entity subject to regulation by an insurance regulatory authority, or its affiliates? An "affiliate" of, or person "affiliated" with, a specific person, is a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified. If the answer is "Yes", please identify the company or companies in which the cumulative stock holdings represent 10% or more of the outstanding voting securities.
- No

If any of the shares of stock are pledged or hypothecated in any way, give details.

N/A

14. Have you ever been adjudged a bankrupt? No If yes, provide details \_\_\_\_\_

15. To your knowledge has any company or entity for which you were an officer or director, trustee, investment committee member, key management employee or controlling stockholder, had any of the following events occur while you served in such capacity? If yes, please indicate and give details. When responding to questions (b) and (c) affiant should also include any events within twelve (12) months after his or her departure from the entity.

a. Been refused a permit, license, or certificate of authority by any regulatory authority, or Governmental-licensing agency? No

b. Had its permit, license, or certificate of authority suspended, revoked, canceled, non-renewed, or subjected to any judicial, administrative, regulatory, or disciplinary action (including rehabilitation, liquidation, receivership, conservatorship, federal bankruptcy proceeding, state insolvency, supervision or any other similar proceeding)? No

c. Been placed on probation or had a fine levied against it or against its permit, license, or certificate of authority in any civil, criminal, administrative, regulatory, or disciplinary action? No

Note: If an affiant has any doubt about the accuracy of an answer, the question should be answered in the positive and an explanation provided.

Dated and signed this 12th day of Dec 2012 at Montreal I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Tdy Riv  
(Signature of Affiant)

Applicant Name (Company) Armour Group Holdings Ltd.

NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

PROVINCE  
State of QUEBEC County of HOCHELAGA

The foregoing instrument was acknowledged before me this 12th day of DEC, 2012 By

TIMOTHY PRICE, and:

- who is personally known to me, or
- who produced the following identification:

[SEAL]



*William L. Cowen*  
 \_\_\_\_\_  
 Notary Public  
 WILLIAM L. COWEN  
 \_\_\_\_\_  
 Printed Notary Name  
 JANUARY 15 2013  
 \_\_\_\_\_  
 My Commission Expires

Applicant Name (Company) Armour Group Holdings Ltd

NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

**DISCLOSURE AND AUTHORIZATION CONCERNING BACKGROUND REPORTS** (All states except California, Minnesota and Oklahoma)

This Disclosure and Authorization is provided to you in connection with pending or future application(s) of **Armour Group Holdings Ltd.** ("Company") for licensure or a permit to organize ("Application") with a department of insurance in one or more states within the United States. Company desires to procure a consumer or investigative consumer report (or both) ("Background Reports") regarding your background for review by a department of insurance in any state where Company pursues an Application during the term of your functioning as, or seeking to function as, an officer, member of the board of directors or other management representative ("Affiant") of Company or of any business entities affiliated with Company ("Term of Affiliation") for which a Background Report is required by a department of insurance reviewing any Application. Background Reports requested pursuant to your authorization below may contain information bearing on your character, general reputation, personal characteristics, mode of living and credit standing. The purpose of such Background Reports will be to evaluate the Application and your background as it pertains thereto. To the extent required by law, the Background Reports procured under this Disclosure and Authorization will be maintained as confidential.

You may obtain copies of any Background Reports about you from the consumer reporting agency ("CRA") that produces them. You may also request more information about the nature and scope of such reports by submitting a written request to Company. To obtain contact information regarding CRA or to submit a written request for more information, contact **Pauline Richards, 11 Church Street, Hamilton HM 11 Bermuda TEL 441292 9774.**

Attached for your information is a "Summary of Your Rights Under the Fair Credit Reporting Act."

**AUTHORIZATION:** I am currently an Affiant of Company as defined above. I have read and understand the above Disclosure and by my signature below, I consent to the release of Background Reports to a department of insurance in any state where Company files or intends to file an Application, and to the Company, for purposes of investigating and reviewing such Application and my status as an Affiant. I authorize all third parties who are asked to provide information concerning me to cooperate fully by providing the requested information to CRA retained by Company for purposes of the foregoing Background Reports, except records that have been erased or expunged in accordance with law.

I understand that I may revoke this Authorization at any time by delivering a written revocation to Company and that Company will, in that event, forward such revocation promptly to any CRA that either prepared or is preparing Background Reports under this Disclosure and Authorization. This Authorization shall remain in full force and effect until the earlier of (i) the expiration of the Term of Affiliation, (ii) written revocation as described above, or (iii) twelve (12) months following the date of my signature below.

A true copy of this Disclosure and Authorization shall be valid and have the same force and effect as the signed original.

Timothy Evan Price, 648 Murray Hill, Montreal Quebec Canada H3Y2W6  
(Printed Full Name and Residence Address)

Timothy Price  
(Signature)

12 December 2012  
(Date)

PROVINCE QUEBEC State of QUEBEC County of NOUVEAU

The foregoing instrument was acknowledged before me this 12th day of DEC 2012 By

TIMOTHY PRICE, and

- who is personally known to me, or
- who produced the following identification:

[SEAL]



William L. Cowen  
Notary Public

WILLIAM L. COWEN  
Printed Notary Name  
JANUARY 15, 2013  
My Commission Expires

Applicant Name (Company) Armour Group Holdings Ltd.

NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

**DISCLOSURE AND AUTHORIZATION CONCERNING BACKGROUND REPORTS (Minnesota and Oklahoma)**

This Disclosure and Authorization is provided to you in connection with pending or future application(s) of \_\_\_\_\_ [insert company name] ("Company") for licensure or a permit to organize ("Application") with a department of insurance in one or more states within the United States. Company desires to procure a consumer or investigative consumer report (or both) ("Background Reports") regarding your background for review by a department of insurance in any state where Company pursues an Application during the term of your functioning as, or seeking to function as, an officer, member of the board of directors or other management representative ("Affiant") of Company or of any business entities affiliated with Company ("Term of Affiliation") for which a Background Report is required by a department of insurance reviewing any Application. Background Reports requested pursuant to your authorization below may contain information bearing on your character, general reputation, personal characteristics, mode of living and credit standing. The purpose of such Background Reports will be to evaluate the Application and your background as it pertains thereto. To the extent required by law, the Background Reports procured under this Disclosure and Authorization will be maintained as confidential.

You may request more information about the nature and scope of Background Reports produced by any consumer reporting agency ("CRA") by submitting a written request to Company. You should submit any such written request for more information, to \_\_\_\_\_ [insert company's designated person, position, or department, address and phone].

Attached for your information is a "Summary of Your Rights Under the Fair Credit Reporting Act." You will be provided with a copy of any Background Report procured by Company if you check the box below.

By checking this box, I request a copy of any Background Report from any CRA retained by Company, at no extra charge.

**AUTHORIZATION:** I am currently an Affiant of Company as defined above. I have read and understand the above Disclosure and by my signature below, I consent to the release of Background Reports to a department of insurance in any state where Company files or intends to file an Application, and to the Company, for purposes of investigating and reviewing such Application and my status as an Affiant. I authorize all third parties who are asked to provide information concerning me to cooperate fully by providing the requested information to CRA retained by Company for purposes of the foregoing Background Reports, except records that have been erased or expunged in accordance with law.

I understand that I may revoke this Authorization at any time by delivering a written revocation to Company and that Company will, in that event, forward such revocation promptly to any CRA that either prepared or is preparing Background Reports under this Disclosure and Authorization. This Authorization shall remain in full force and effect until the earlier of (i) the expiration of the Term of Affiliation, (ii) written revocation as described above, or (iii) twelve (12) months following the date of my signature below.

A true copy of this Disclosure and Authorization shall be valid and have the same force and effect as the signed original.

\_\_\_\_\_  
(Printed Full Name and Residence Address)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

State of \_\_\_\_\_ County of \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ By

\_\_\_\_\_, and

- who is personally known to me, or
- who produced the following identification:

[SEAL]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Notary Name

\_\_\_\_\_  
My Commission Expires

Applicant Name (Company) Armour Group Holdings Ltd.

NAIC No. \_\_\_\_\_  
FEIN: \_\_\_\_\_

**DISCLOSURE AND AUTHORIZATION CONCERNING BACKGROUND REPORTS (California)**

This Disclosure and Authorization is provided to you in connection with a pending application of \_\_\_\_\_ [insert company name] ("Company") for licensure or a permit to organize ("Application") with a department of insurance in one or more states within the United States. Company desires to procure a consumer or investigative consumer report (or both) ("Background Reports") regarding your background for review by any department of insurance in such states where Company is currently pursuing an Application, because you are either functioning as, or are seeking to function as, an officer, member of the board of directors or other management representative ("Affiant") of Company or of any business entities affiliated with Company ("Term of Affiliation") for which a Background Report is required by a department of insurance reviewing any Application. Background Reports will be obtained through \_\_\_\_\_ [insert name of CRA, address] ("CRA"). Background Reports requested pursuant to your authorization below may contain information bearing on your character, general reputation, personal characteristics, mode of living and credit standing. The purpose of such Background Reports will be to evaluate the Application and your background as it pertains thereto. To the extent required by law, the Background Reports procured under this Disclosure and Authorization will be maintained as confidential.

You may request more information about the nature and scope of Background Reports produced by any consumer reporting agency ("CRA") by submitting a written request to Company. You should submit any such written request for more information, to \_\_\_\_\_ [insert company's designated person, position, or department, address and phone].

Attached for your information is a "Summary of Your Rights Under the Fair Credit Reporting Act." You will be provided with a copy of any Background Report procured by Company if you check the box below.

By checking this box, I request a copy of any Background Report from any CRA retained by Company, at no extra charge.

Under section 1786.22 of the California Civil Code, you may view the file maintained on you by the CRA listed above. You may also obtain a copy of this file, upon submitting proper identification and paying the costs of duplication services, by appearing at the CRA in person or by mail; you may also receive a summary of the file by telephone. The CRA is required to have personnel available to explain your file to you and the CRA must explain to you any coded information appearing in your file. If you appear in person, you may be accompanied by one other person of your choosing, provided that person furnishes proper identification.

**AUTHORIZATION:** I am currently an Affiant of Company as defined above. I have read and understand the above Disclosure and by my signature below, I consent to the release of Background Reports to a department of insurance in any state where Company files or intends to file an Application, and to the Company, for purposes of investigating and reviewing such Application and my status as an Affiant. I authorize all third parties who are asked to provide information concerning me to cooperate fully by providing the requested information to CRA retained by Company for purposes of the foregoing Background Reports, except records that have been erased or expunged in accordance with law.

I understand that I may revoke this Authorization at any time by delivering a written revocation to Company and that Company will, in that event, forward such revocation promptly to any CRA that either prepared or is preparing Background Reports under this Disclosure and Authorization. In no event, however, will this authorization remain in effect beyond twelve (12) months following the date of my signature below.

A true copy of this Disclosure and Authorization shall be valid and have the same force and effect as the signed original.

\_\_\_\_\_  
(Printed Full Name and Residence Address)

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date)

State of \_\_\_\_\_ County of \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ By \_\_\_\_\_, and

who is personally known to me, or  
 who produced the following identification: \_\_\_\_\_

[SEAL]

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Printed Notary Name  
\_\_\_\_\_  
My Commission Expires

FORM E

PRE-ACQUISITION NOTIFICATION STATEMENT OF THE POTENTIAL COMPETITIVE  
IMPACT OF A PROPOSED MERGER OR ACQUISITION

ONEBEACON INSURANCE COMPANY (PA)

POTOMAC INSURANCE COMPANY (PA)

ONEBEACON AMERICA INSURANCE COMPANY (MA)

THE EMPLOYERS' FIRE INSURANCE COMPANY (MA)

(Name of Insurer(s))

by

ARMOUR GROUP HOLDINGS LIMITED,  
through its subsidiary, Trebuchet US Holdings, Inc.  
(Name of Acquiring Person)

Filed with the Department of Insurance of the Commonwealth of Pennsylvania

Dated: February 7, 2013

Name, title, address and telephone number of person completing this statement:

Stuart Wrenn  
Armour Risk Management, Inc.  
1880 JFK Blvd., Suite 801  
Philadelphia, PA 19103  
(w) 215.665.5000 x322  
swrenn@armourre.bm

*Item 1. Name and Address*

The acquiring persons and their addresses are as follows:

Armour Group Holdings Limited ("Armour Group"), Chevron House, Ground Floor, 11 Church Street, Hamilton HM 11 Bermuda, P.O. Box HM 66, Hamilton HM AX.

Trebuchet Investments Limited ("Trebuchet Investments"), a wholly owned subsidiary of Armour Group, Chevron House, Ground Floor, 11 Church Street, Hamilton HM 11 Bermuda, P.O. Box HM 66, Hamilton HM AX.

Trebuchet US Holdings, Inc. ("Trebuchet"), a wholly owned subsidiary of Armour Group, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

Brad Huntington, an individual owning 54.6% of the outstanding voting securities of Armour Group, Chevron House, Group Floor, 11 Church Street, Hamilton HM 11 Bermuda, P.O. Box HM 66, Hamilton HM AX.

John Williams, an individual owning 36.4% of the outstanding voting securities of Armour Group, 4th Floor, 20 Old Broad Street, London EC2N 1DP United Kingdom

*Item 2. Name and Addresses of Affiliated Persons*

The names and addresses of the persons affiliated with those listed in Item 1 are included below and an organizational chart showing the nature of their affiliations is attached Exhibit Org-1.

|  |   |
|--|---|
| Excalibur Reinsurance Corporation<br>1880 JFK Blvd., Suite 801<br>Philadelphia, PA 19103   | Armour Risk Management, Inc.<br>1880 JFK Blvd., Suite 801<br>Philadelphia, PA 19103                                   |
| High Mountain Reinsurance, Ltd<br>Governors Square, Bld 4, Floor 2, 23 Lime<br>Tree Bay Avenue P.O. Box 1051, Grand<br>Cayman KY1-1102, Cayman Islands | ILS Investment Management Limited<br>11 Church Street, Hamilton HM 11 Bermuda,<br>P.O. Box HM 66, Hamilton HM AX      |
| ILS Investment Managers Limited<br>11 Church Street, Hamilton HM 11 Bermuda,<br>P.O. Box HM 66, Hamilton HM AX   | Armour Risk Services (Bermuda) Limited<br>11 Church Street, Hamilton HM 11 Bermuda,<br>P.O. Box HM 66, Hamilton HM AX |
| Armour Risk Management Limited<br>20 Old Broad Street, London EC2N 1DP<br>United Kingdom   | Armour Intelligence Limited<br>20 Old Broad Street, London EC2N 1DP<br>United Kingdom                                 |
| Secure Legal Title<br>20 Old Broad Street, London EC2N 1DP<br>United Kingdom   |   |

*Item 3. Nature and Purpose of Proposed Merger or Acquisition*

Armour Group, through its subsidiary, Trebuchet, is proposing to acquire all of the issued and outstanding shares of capital stock of OneBeacon Insurance Company, Potomac Insurance Company and, indirectly, OneBeacon American Insurance Company and The Employers' Fire Insurance Company (the "Runoff Companies") from the OneBeacon Insurance Group. The OneBeacon Insurance Group has restructured such that all of the liability for the group's Runoff business, net of third party reinsurance, resides in the Runoff Companies and all of the liability for the Group's on-going Specialty business, net of third party reinsurance, resides in other active OneBeacon companies. The purpose of the transaction is for the OneBeacon Insurance Group to fully separate its on-going Specialty business from the Runoff business so that it may focus its management time and capital resources on the on-going business and for Armour Group to apply its expertise in managing legacy portfolios efficiently and cost effectively to the Runoff business going forward. The transaction allows each group to focus on its specialty and optimize the management of the respective portfolios.

*Item 4. Nature of Business*

The persons identified in Item 1 and Item 2 are in the business of providing specialized services to the insurance and reinsurance industry, acquiring insurance portfolios via reinsurance and other structures and providing management services in connection with investments.

The Armour Group was formed by its two principals in 2007. It includes licensed insurers and reinsurers as well as specialized service companies.

We have offices in Bermuda, the USA and the UK, giving us access to the global industry.

We believe that our detailed understanding of the capital and liability drivers in the industry together with our knowledgeable team which has analytical and structuring expertise, delivers transparent products and resolutions for all our stakeholders.

*Item 5. Market and Market Share*

None of the persons identified in Item 1 and Item 2 (i) are currently in the business of writing insurance in the Commonwealth of Pennsylvania or elsewhere, (ii) have any market share in any insurance line of business in any market, or (iii) have had any market share in any insurance line of business in any market in the last 5 years.

*Item 6. Signature and Certification*

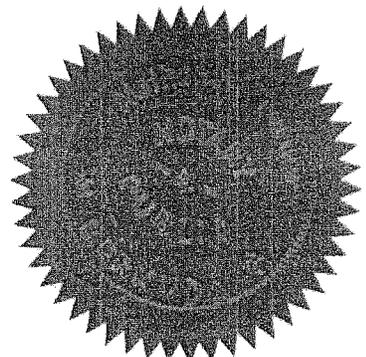
SIGNATURE

Pursuant to the requirements of Section 1402 of the Act **Armour Group Holdings Limited** has caused this application to be duly signed on its behalf in the City of HAMILTON in the Country of BERMUDA on the 7<sup>th</sup> day of February, 2013.

ARMOUR GROUP HOLDINGS LIMITED

BY Pauline Richards  
Pauline Richards

Attest: Nathaniel A. Turner  
NATHANIEL A. TURNER  
Commissioner of Oaths & Notary Public 3  
PHILADELPHIA 16791-5504  
Stirling & Wolonicki  
Hamilton, Bermuda



CERTIFICATION

The undersigned deposes and says that she has duly executed the attached application dated February 7, 2013 for and on behalf of **Armour Group Holdings Limited**; that she is the Chief Operating Officer of such company and that she is authorized to execute and file such instrument. Deponent further says that she is familiar with such instrument and the contents thereof, and that the facts therein set forth are true to the best of her knowledge, information and belief.

*Pauline Richards*

---

Pauline Richards