

CAUSE NO. D-1-GV-12-001713

THE STATE OF TEXAS	§	IN THE DISTRICT COURT OF
	§	
VS.	§	TRAVIS COUNTY, TEXAS
	§	
GRAMERCY INSURANCE COMPANY	§	53RD JUDICIAL DISTRICT

**APPLICATION TO APPROVE ASSUMPTION  
AND RELATED NOVATION AGREEMENTS**  
(GoAuto)

TO THE HONORABLE JUDGE OF SAID COURT:

Comes now Resolution Oversight Corporation, Special Deputy Receiver of Gramercy Insurance Company, in Receivership (“Gramercy”), and files this APPLICATION TO APPROVE ASSUMPTION AND RELATED NOVATION AGREEMENTS (GoAuto), and would respectfully show the Court the following:

**I. AUTHORITY**

On December 4, 2012, this Court entered an *Agreed Order Appointing Rehabilitator and Permanent Injunction* (the “PI”) in this proceeding, placing Gramercy into receivership and appointing the Commissioner of Insurance of the State of Texas as Rehabilitator (the “Rehabilitator”). On February 15, 2013, the Rehabilitator appointed Resolution Oversight Corporation as Special Deputy Receiver (the “SDR”), and on February 22, 2013, the SDR filed its oath. The SDR is authorized to file this Application pursuant to TEX. INS. CODE § 443.102. The subject matter of this Application has been referred to the Special Master appointed in this proceeding in accordance with Paragraph III (8) of the *Order of Reference to Master* entered on December 14, 2012.

## **II. BACKGROUND**

Gramercy is the issuer of certain non-standard private passenger automobile policies in Louisiana underwritten and administered exclusively by GoAuto Management Services, LLC ("GoAuto") pursuant to the Program Management Agreement by and between Gramercy and GoAuto, effective as of August 1, 2009 (as amended by Addendum No. 1 thereto executed by Gramercy and GoAuto on March 23, 2012, and as otherwise amended, the "Program Management Agreement"). (Such policies issued by Gramercy through GoAuto are referred to herein as the "GoAuto Policies"). The Go Auto policies underwritten by GoAuto for Gramercy are covered by reinsurance issued by Maiden Reinsurance Company ("Maiden Re") pursuant to the Louisiana Automobile Quota Share Reinsurance Agreement (268-6-09-00-00) by and between Maiden Re and Gramercy, effective as of September 1, 2009, amended by Addenda Nos. 1 and 2 (together with the related trust agreements and all appendices, addenda, endorsements and amendments to such agreements, the "Reinsurance Agreement"). Citadel Insurance Company ("Citadel") is a non-standard private passenger automobile insurer domiciled in the State of Louisiana.

## **III. ASSUMPTION AND NOVATION AGREEMENTS**

As part of its efforts to reform and revitalize the Company in the rehabilitation proceedings, the SDR desires to transfer and assign to Citadel on an assumption basis all of Gramercy's rights, titles and interests in and to the GoAuto Policies, such that all of Gramercy's rights, duties and obligations under the GoAuto Policies are completely novated and assumed by Citadel. Citadel desires to assume all of the GoAuto Policies subject to the continued administration by GoAuto pursuant to the Program Management Agreement and the continued reinsurance of the Gramercy Policies by Maiden Re pursuant to the Reinsurance Agreement. Maiden Re desires to allow Citadel to assume Gramercy's rights, duties and obligations in connection with the Reinsurance Agreement and the Gramercy Policies covered thereby. GoAuto desires to allow Citadel to assume Gramercy's

rights, duties and obligations in connection with the Program Management Agreement. Since the entry of the PI, Gramercy has been directing GoAuto on handling the claims under the GoAuto policies and paying all expenses and settlements.

### **III. REQUEST TO ALLOW ASSUMPTION AND NOVATIONS**

TEX. INS. CODE § 443.102(b) provides that the Rehabilitator may take action as the Rehabilitator deems necessary or appropriate to reform and revitalize the insurer, including transferring the policies and reinsurance contracts to a solvent assuming carrier. Citadel, GoAuto, Maiden Re and Gramercy have arrived at an agreed assumption structure subject to approval of this Court. Gramercy will pay Citadel \$468,715.14 for the assumption of all liabilities, including outstanding paid claims, ALAE, case reserves and IBNR. This is a reduction in the amount Gramercy is carrying for these liabilities. Attached hereto as Exhibit A is a proposed Assumption Agreement with Citadel whereby Citadel agrees to assume all liabilities of Gramercy for the GoAuto policies. Attached hereto as Exhibit B is a Novation Agreement between Gramercy and GoAuto whereby GoAuto agrees to pay Gramercy \$620,559.00 for all taxes, assessments, licenses and other fees due to the State of Louisiana on the GoAuto policies and agrees to allow Gramercy to transfer its rights and obligations under the Program Management Agreement to Citadel. GoAuto agrees to look solely to Citadel for satisfaction of the obligations under the Program Management Agreement. Attached hereto as Exhibit C is a Novation Agreement between Gramercy and Maiden Re whereby Maiden Re agrees to allow Citadel to assume Gramercy's obligations under the Reinsurance Agreement, including any return premiums, and Gramercy agrees to assign all reinsurance benefits to Citadel.

Allowing the assumption of the GoAuto policies by Citadel will allow the GoAuto insureds to continue their coverage and it will remove uncertain liabilities from Gramercy's

financial obligations for a reduced fixed cost. In addition, if this application is granted, the GoAuto policyholders will receive more favorable treatment than they would receive under liquidation as their policies will remain in force and their policy benefits and premiums will be protected. Further, GoAuto, on behalf of Citadel, will take over handling of all claims and expenses related to the GoAuto policies.

The SDR asks that the Court approve these Assumption and Novation Agreements, approve the payments by GoAuto and Gramercy, and allow the SDR to enter into agreements in substantially the same form as Exhibits A, B and C.

#### **IV. NOTICE TO INTERESTED PARTIES**

In compliance with § 443.007(d) of the Insurance Code and the Rules adopted by the Special Master under the *Order of Reference* and Rule 171 of the Texas Rules of Civil Procedure, this Application has been served on the service list as shown on the Certificate of Service 14 days prior to the submission date of the Application.

#### **V. OFFER OF PROOF**

The Affidavit of Ernesto Garza, President of Resolution Oversight, is attached hereto as Exhibit D and is offered as evidence to support this recommendation. The SDR represents to the Court that the assumption of these policies is in the best interests of the Gramercy estate, its policyholders and creditors.

#### **VI. EXPEDITED CONSIDERATION**

The SDR requests that this Application be set for expedited consideration with a submission date of March 18, 2013. Citadel and GoAuto have been working on the assumption since the PI was entered. The numbers were agreed to in early January, and GoAuto has continued to handle claims and fund losses and LAE without reimbursement. Gramercy needs

the assurances of completing this transaction to stabilize its balance sheet for a sum certain and removal of all associated losses. This expedited consideration is in the best interest of the Gramercy estate and the GoAuto policy holders, who will have the opportunity to continue coverage without interruption.

**PRAYER**

WHEREFORE, PREMISES CONSIDERED, the Special Deputy Receiver respectfully requests that this Court enter an order approving the Assumption by Citadel of the GoAuto policies and Gramercy's obligations related thereto, approving the payments by Gramercy to Citadel and the payments by GoAuto to Gramercy, and approving the Novation of the Go Auto Program Management Agreement and the Novation of the Maiden Reinsurance Agreement; and granting such further relief to which the SDR may be entitled.

Respectfully submitted,

STROUD, MARRERO & WELCH, PLLC  
11824 Jollyville Road, Suite 200  
Austin, Texas 78759  
Telephone: 512/482-9291  
Facsimile: 512/482-9211

By: /s/ Rachel J. Stroud

Rachel J. Stroud  
State Bar No. 19424700

Mary Searcy Marrero  
State Bar No. 13012800

Attorneys for the Special Deputy Receiver

### APPLICANT'S NOTICE OF SUBMISSION

Pursuant to the terms of the Order of Reference to Master entered by the District Court in this cause, the Application to Approve Assumption and Related Novation Agreements (GoAuto) is hereby set for written submission before the Special Master, Tom Collins, on **Monday, March 18, 2013**.

The Special Master has established the following rules pursuant to Rule 171 of the Texas Rules of Civil Procedure:

1. Any objection must be filed with the Travis County District Clerk at least three (3) calendar days before the submission date.
2. A copy of any objection shall be served by email by such date on:
  - (a) The Special Master's Docket Clerk, Ms. Jean Sustaita, at [Jean.Sustaita@tdi.texas.gov](mailto:Jean.Sustaita@tdi.texas.gov)
  - (b) All interested parties, including the undersigned counsel and those listed on the Applicant's Certificate of Service.
3. The written objection must specifically list all reasons for objection with supporting references to and discussion of statutory and case authorities. Reasons not stated in writing will not be considered orally.
4. If a matter is set for submission, an objecting party shall expeditiously coordinate with Applicant's counsel and the master's docket clerk [(512) 463-6450] to obtain an oral hearing, unless the master determines that an oral hearing is not necessary. The objecting party shall serve a Notice of Oral Hearing on applicant's counsel and all interested parties, including those listed on the Applicant's Certificate of Service.
5. Failure to file timely a written objection before the Special Master constitutes a waiver of the right to object to the Special Master's recommendation to the District Court.
6. Any Acknowledgment of Notice and Waiver to be filed by a Guaranty Association or other interested party should be filed at least three (3) calendar days before the submission or hearing date.

/s/ Rachel J. Stroud

Rachel J. Stroud

## CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been served on all interested parties in accordance with the Texas Rules of Civil Procedure and TEX. INS. CODE ANN. § 443.007(d) this 8<sup>th</sup> day of March, 2013.

Mr. Tom Collins, Special Master  
Texas Department of Insurance  
333 Guadalupe, Tower III, 5th Fl., MC-305-1D  
Austin, Texas 78701  
Email: jean.sustaita@tdi.state.tx.us

Ms. Kathy Gartner  
Ms. Kimberly Hammer  
Texas Department of Insurance  
P.O. Box 149104  
Austin, Texas 78714  
Email: kathy.gartner@tdi.texas.gov  
Email: kimberly.hammer@tdi.texas.gov

Ms. H. Melissa Mather, Asst. Attorney General  
Attorney General's Office  
P.O. Box 12548  
Austin, Texas 78711-2548  
Email: HMelissa.Mather@texasattorneygeneral.gov

Ms. Sharon Williams  
Mr. Victor W. Zhao  
United States Department of Justice  
P.O. Box 875, Ben Franklin Station  
Washington, DC 20044-0875  
Via Email: sharon.williams@usdoj.gov  
Via Email: victor.w.zhao@usdoj.gov

Ms. Denise Azar, Chief Receiver  
Alabama Department of Insurance  
P.O. Box 303353  
Montgomery, AL 36130-3353  
Email: Denise.Azar@insurance.alabama.gov

Mr. Steve Uhrynowycz, Deputy Receiver  
Arkansas Insurance Department  
Arkansas Property & Casualty Guaranty Fund  
1023 West Capitol Avenue  
Little Rock, AR 72201  
Email: Steve.Uhrynowycz@arkansas.gov

Ms. Leslie R. Hess, Financial Affairs Division  
Arizona Department of Insurance  
2910 N. 44th St. Suite 210  
Phoenix, AZ 85018-7269  
Email: lhess@azinsurance.gov

Mr. Willard Roberts, Conservation & Liquidation  
California Department of Insurance  
P.O. Box 26894  
San Francisco, CA 94126-0894  
Email: RobertsW@caclo.org

Mr. Scott Lloyd  
Colorado Division of Insurance  
1560 Broadway, Suite 850  
Denver, CO 80202  
Email: scott.lloyd@dora.state.co.us

Mr. Jon E. Arsenault, General Counsel  
Connecticut Dept. of Insurance  
P.O. Box 816  
Hartford CT 06142-0816  
Email: Jon.Arsenault@po.state.ct.us

Ms. Michelle Mathis  
District of Columbia Dept. of Ins.  
810 First Street, NE, Suite 701  
Washington, DC 20002  
Email: michelle.mathis@dc.gov

Ms. Linda Sizemore  
Delaware Insurance Department  
841 Silver Lake Blvd  
Dover, DE 19904  
Email: Linda.Sizemore@state.de.us

Ms. Sha'Ron James, Director  
Mr. Bob Elias  
Division of Rehabilitation & Liquidation  
Florida Department of Financial Services  
2020 Capital Circle SE, Alexander Bldg Ste 340  
Tallahassee, FL 32301-0110  
Email: ShaRon.James@myfloridacfo.com  
Email: Bob.Elias@myfloridacfo.com

Mr. Don Roof, Regulatory Services  
Georgia Insurance Department  
2 Martin Luther King, Jr. Dr., Ste 610  
Atlanta, GA 30334  
Email: Don.Roof@mail.oci.state.ga.us

Mr. Jim Armstrong  
Iowa Insurance Division  
330 Maple St.  
Des Moines, IA 50319-0065  
Email: Jim.Armstrong@iid.iowa.gov

Ms. Georgia Siehl, Bureau Chief/Chief Examiner  
Idaho Department of Insurance  
P.O. Box 83720  
Boise, ID 83720-0043  
Email: georgia.siehl@doi.idaho.gov

Mr. Paul A. Miller, Office of the SDR  
Illinois Department of Insurance  
222 Merchandise Mart Plaza, Ste 960  
Chicago, Illinois 60654  
Email: pmiller@osdchi.com

Ms. Elizabeth Lovette  
Indiana Department of Insurance  
311 West Washington St.  
Indianapolis, IN 46204-2787  
Email: Liz@in-solv.com

Mr. Ken Abitz, Dir-Financial Surveillance Div  
Kansas Department of Insurance  
420 SW 9th Street  
Topeka, Kansas 66612-1678  
Via Email: kabitz@ksinsurance.org

Ms. Sharron Burton, General Counsel  
Kentucky Office of Insurance  
215 W. Main St.  
Frankfort, Kentucky 40601  
Email: Sharron.Burton@ky.gov

Mr. Allan Pursnell, Deputy Commissioner  
Mr. Barry Karns, Receiver  
Louisiana Department of Insurance  
P.O. Box 94214  
Baton Rouge, LA 70802  
Email: apurnnell@ldi.state.la.us  
Email: barryk@ldi.state.la.us

Mr. Christopher M. Joyce, Counsel to Commissioner  
Massachusetts Division of Insurance  
One South Station  
Boston, MA 02110-2208  
Email: christopher.m.joyce@state.ma.us

Lynn Beckner, Chief Financial Analyst  
Maryland Insurance Administration  
200 St. Paul Place, Suite 2700  
Baltimore, MD 21202  
Email: lynn.beckner@maryland.gov

Ms. Kendra Coates, Dir.-Financial Analysis  
Maine Bureau of Insurance  
#34 State House Station  
Augusta, ME 04333  
Email: kendra.l.coates@maine.gov

Mr. James E. Gerber  
Michigan Office of Financial & Insurance Services  
P.O. Box 30220  
Lansing, MI 48909-7720  
Email: gerberj@michigan.gov

Ms. Sue Porter  
Minnesota Department of Commerce  
85 7th Place East, Suite 500  
St. Paul, MN 55101  
Email: sue.porter@state.mn.us

Ms. Diane Garber  
Missouri Department of Insurance  
PO Box 690  
Jefferson City, MO 65102-0690  
Email: Diane.Garber@insurance.mo.gov

Ms. Donna Whitley  
Mississippi Department of Insurance  
501 North West St  
Jackson, MS 39201  
Email: donna.whitley@mid.state.ms.us

Mr. Steve Matthews, Insurance Division  
Montana State Auditor's Office  
840 Helena Ave.  
Helena, MT 59601  
Email: smatthews@mt.gov

Mr. Raymond Martinez, Sr. Deputy Commissioner  
Mr. Rick Kilpatrick, Sr. Regulatory Specialist  
North Carolina Department of Insurance  
401 Glenwood Avenue  
Raleigh, NC 27603  
Via Email: ray.martinez@ncdoi.gov  
Via Email: rick.kilpatrick@ncdoi.gov

Mr. Edward Moody  
North Dakota Insurance Department  
1701 South 12th Street  
Bismarck, ND 58504  
Email: emoody@nd.gov

Ms. Peggy Jasa  
Nebraska Department of Insurance  
941 "O" Street, Suite 400  
Lincoln, NE 68508-3639  
Email: peg.jasa@nebraska.gov

Mr. Thomas S. Burke  
New Hampshire Dept of Insurance  
21 South Fruit Street, Suite 14  
Concord NH 03301  
Email: thomas.burke@ins.nh.gov



Ms. Maryann Kralik  
Mr. Tanveer Ahmed  
NJ Dept of Banking & Insurance  
P. O. Box 325  
Trenton, New Jersey 08625-0325  
Via Email: maryann.kralik@dobi.state.nj.us  
Via Email: tanveer.ahmed@dobi.state.nj.us

Mr. Craig Dunbar, Deputy Superintendent  
New Mexico Insurance Division  
P.O. Box 1269  
Santa Fe, NM 87504-1269  
Email: craig.dunbar@state.nm.us

Ms. Peggy Willard-Ross, Chief Ins Examiner  
Nevada Division of Insurance  
788 Fairview Drive, Suite 300  
Carson City, Nevada 89701  
Email: pwillard@doi.state.nv.us

Ms. Gail Pierce Siponen, Asst. Sp. Deputy Superint.  
NY State Insurance Dept-Liquidation Bureau  
123 William Street, 2nd Floor  
New York, NY 10038  
Email: gpsiponen@nylb.org

Ms. Lynda Loomis, Chief Deputy Liquidator  
Ohio Department of Insurance  
2100 Stella Court  
Columbus, OH 43215-1067  
Via Email: lloomis@ohliq.com

Mr. Kelley Callahan, Asst. General Counsel  
Oklahoma Department of Insurance  
2401 N.W. 23rd, Suite 28  
Oklahoma City, OK 73152-3408  
Via Email: kelley.callahan@oid.ok.gov

Mr. Russell Latham, Manager/Chief Examiner  
Oregon Division of Insurance  
PO Box 14480  
Salem, OR 97309-0405  
Email: arussell.latham@state.or.us

Ms. Judith K. Anderson (OR Ancillary Receiver)  
Attorney – Dept. of Justice  
1162 Court Street NE  
Salem, OR 97301-4096  
Email: judith.k.anderson@doj.state.or.us

Ms. Laura Slaymaker, Liquidations Project Dir.  
Pennsylvania Department of Insurance  
901 North 7th Street  
Harrisburg, PA 17102  
Email: c-lslaymak@state.pa.us

Ms. Elizabeth K. Dwyer  
Rhode Island Division of Insurance  
233 Richmond Street  
Providence, RI 02903  
Email: edwyer@dbr.ri.gov

Mr. Lee Hill, Chief Financial Analyst  
South Carolina Department of Insurance  
1201 Main Street, Suite 1000  
Columbia, SC 29201  
Via Email: lhill@doi.sc.gov

Mr. Wendell Malsam  
South Dakota Division of Insurance  
445 East Capitol Avenue  
Pierre, SD 57501  
Email: Wendell.Malsam@state.sd.us

Mr. Bob Ribe, Insurance Division  
Tennessee Dept. of Commerce & Insurance  
500 James Robertson Pkwy., 4th Fl.  
Nashville, TN 37243  
Email: Bob.Ribe@tn.gov

Mr. Todd Kiser, Deputy Commissioner  
Utah Insurance Department  
3110 State Office Building  
Salt Lake City, UT 84114-6901  
Email: toddkiser@utah.gov

Mr. Greg Yeatts  
Virginia Bureau of Insurance  
P.O. Box 1157  
Richmond, Virginia 23218  
Email: Gregory.Yeatts@scc.virginia.gov

Ms. Susan Donegan, Deputy Commissioner  
Vermont Insurance Division  
89 Main St. Drawer 20  
Montpelier, VT 05620-3101  
Email: susan.donegan@state.vt.us

Mr. James T. Odiorne, Deputy Commissioner  
Washington Office-Ins Commissioner  
5000 Capitol Boulevard  
Tumwater, WA 98501  
Email: jimo@oic.wa.gov

Ms. Gina Frank  
Wisconsin Office-Ins Commissioner  
P.O. Box 7873  
Madison, WI 53707-7873  
Email: gina.frank@wisconsin.gov

Ms. Leah Cooper  
West Virginia Insurance Commission  
P.O. Box 50540  
Charleston, WV 25305-0540  
Email: Leah.Cooper@wvinsurance.gov

Ms. Stephanie B. McGee, Deputy Ins Commissioner  
Wyoming Insurance Department  
East 122 West 25th Street, 3rd Fl.  
Cheyenne, WY 82002  
Email: smcgee@state.wy.us

Mr. Mark Steckbeck, Asst. General Counsel  
The Nat'l Conference of Insurance Guaranty Funds  
300 North Meridian St., Suite 1020  
Indianapolis, IN 46204  
Via Email: msteckbeck@ncigf.org

Mr. Paul M. Gulko  
Guaranty Fund Management Services  
One Bowdoin Square  
Boston, MA 02114-2916  
Email: pgulko@gfms.org

Mr. David C. Edwards  
Western Guaranty Fund Services  
1720 South Bellaire Street, Suite 408  
Denver, CO 80222  
Email: dedwards@wgfs.org

Ms. Betty S. Davis, Executive Director  
Alabama Insurance Guaranty Association  
2020 Canyon Road, Suite 200  
Birmingham, AL 35216  
Email: aiga01@bellsouth.net

Mr. Michael E. Surguine, Executive Director  
Arizona Insurance Guaranty Funds  
1110 West Washington, Suite 270  
Phoenix, AZ 85007  
Email: msurguine@azinsurance.gov

Mr. Wayne Wilson, Executive Director  
California Insurance Guarantee Association  
P.O. Box 29066  
Glendale, CA 91209-9066  
Email: wilsonw@caiga.org

Mr. John J. Falkenbach, Executive Director  
Delaware Insurance Guaranty Association  
220 Continental Drive, Suite 309  
Newark, DE 19713  
Email: jfalkenbach@deiga.com

Ms. Sandra J. Robinson  
American Guaranty Fund Group  
Florida WC Insurance Guaranty Association  
Florida Insurance Guaranty Association  
P.O. Box 15159  
Tallahassee, FL 32317-5159  
Email: srobinson@agfgroup.org

Mr. Michael C. Marchman, Executive Director  
Georgia Insurers Insolvency Pool  
2177 Flintstone Drive, Suite R  
Tucker, GA 30084  
Email: mmarchman@gaiga.org

Ms. Anne A. Sharp, Executive Director  
Illinois Insurance Guaranty Fund  
120 South LaSalle Street, Suite 1910  
Chicago, IL 60603  
Email: Asharp@IIGF.org

Ms. Janis B. Funk, Executive Director  
Indiana Insurance Guaranty Association  
251 East Ohio Street, Suite 1070  
Indianapolis, IN 46204-2143  
Email: jfunk@quadassoc.org

Mr. Steven Augspurger, General Counsel  
Iowa Insurance Guaranty Association  
801 Grand Avenue, Suite 3700  
Des Moines, IA 50309-8004  
Email: augspurger.steven@bradshawlaw.com

Mr. A. Scott Webster, Executive Director  
Kentucky Insurance Guaranty Association  
10605 Shelbyville Road, Suite 101  
Louisville, KY 40223  
Email: scott.webster@kyinsuranceguaranty.com

Mr. John Wells, Director of Operations & Logistics  
Louisiana Insurance Guaranty Association  
2142 Quail Run Drive  
Baton Rouge, LA 70808-4126  
Email: jwells@laiga.org

Mr. Joseph R. Petr, Executive Vice President  
MD Property & Casualty Ins. Guaranty Corp.  
305 Washington Avenue, Suite 600  
Towson, MD 21204-4715  
Email: jpetr@pcigc.com

Mr. Jack Boritas, Director  
Maryland Life & Health Insurance Guaranty Corp  
P.O. Box 671  
Owings Mills, MD 21117-0671  
Email: lhigcmd@verizon.net

Mr. Thomas R. Kujawa, Executive Director  
MI Property & Casualty Guaranty Assoc.  
P.O. Box 531266  
Livonia, MI 48153-1266  
Email: tkujawa@mpcga.org

Mr. Paul Steffen, Executive Director  
Minnesota Insurance Guaranty Association  
7600 Parklawn Avenue, Suite 460  
Edina, MN 55435  
Email: psteffen@poppp.net

Mr. Arthur Russell, Executive Director  
Ms. Rhonda Powell  
Mississippi Insurance Guaranty Assn.  
713 South Pear Orchard Road, Suite 401  
Ridgeland, MS 39157-5004  
Via Email: arussell@msiga.net  
Via Email: rpowell@msiga.net

Mr. Charles F. Renn, Executive Director  
Missouri Property & Casualty Ins Guaranty Assoc  
Missouri Life & Health Insurance Guaranty Assoc  
994 Diamond Ridge, Suite 102  
Jefferson City, MO 65109  
Email: crenn@mo-iga.org

Mr. L. Dean Fletcher, Administrator  
Nebraska Property & Liability Ins Guaranty Assoc  
P.O. Box 57006, Station C  
Lincoln, NE 68505  
Email: ldf3436p@aol.com

Mr. Bruce W. Gilbert, Executive Director  
Nevada Insurance Guaranty Association  
3821 West Charleston Boulevard, Suite 100  
Las Vegas, NV 89102-1859  
Email: bgilbert@niga-pc.org

Ms. Joseph L. DellaFera, Executive Director  
New Jersey Property-Liability Ins Guaranty Assoc  
222 Mount Airy Road  
Basking Ridge, NJ 7920  
Email: jdellafera@njguaranty.org

Mr. Gary M. Keenan, Fund Administrator  
Ms. Vanessa Ramirez  
New Mexico Insurance Guaranty Association  
Keenan & Associates, Inc. P.O. Box 14590  
Albuquerque, NM 87191-4590  
Email: gkeenan@keenan-assoc.com  
Email: vramirez@keenan-assoc.com

Mr. Raymond F. Evans, Managing Secretary  
Mr. Mike Newton  
North Carolina Insurance Guaranty Association  
P.O. Box 176010  
Raleigh, NC 27619-6010  
Email: rfe@ncrb.org  
Email: rnm@ncrb.org

Mr. Jeffry J. Cahill, Managing Secretary  
North Dakota Insurance Guaranty Association  
P.O. Box 2634  
Bismarck, ND 58502-2634  
Email: jsc46@bis.midco.net

Mr. Steve Durish  
Ohio/West Virginia Guaranty Funds  
1840 Mackenzie Drive  
Columbus, OH 43220  
Email: sdurish@ohioga.org

Mr. Larry W. Fitch, General Manager  
OK Property & Casualty Ins. Guaranty Assoc.  
2601 Northwest Expressway, Suite 330E  
Oklahoma City, OK 73112  
Email: lwfitch@opciga.org

Mr. David C. Johnson, Administrator  
Oregon Insurance Guaranty Association  
10700 Southwest Beaverton Hwy, Suite 426  
Beaverton, OR 97005  
Email: djohnson.oiga@frontier.com

Mr. Stephen Perrone, Executive Director  
PA Property & Casualty Ins Guaranty Assoc  
1617 John F. Kennedy Blvd., Suite 1850  
Philadelphia, PA 19103  
Email: sperrone@ppciga.org

Ms. Laura S. Keller, Claims Manager  
Pennsylvania WC Security Fund  
Pennsylvania Ins Dept Bureau of Special Funds  
901 North 7th Street  
Harrisburg, PA 17102  
Email: lakeller@state.pa.us

Mr. Joseph J. Horvath, Executive Director  
Pennsylvania Life & Health Ins Guaranty Assoc  
Radnor Station Building No. 2, Suite 218  
290 King of Prussia Road, Bldg. 2, Suite 218  
Radnor, PA 19087  
Email: jhorvath5@verizon.net

Mr. Jose E. Camacho Postigo, Exec. Director  
Puerto Rico P & C Ins. Guaranty Assoc.  
P.O. Box 364967  
San Juan, PR 00936-4967  
Email: priga@attglobal.net

Mr. J. Smith Harrison, Exec. Director/Secretary  
SC Property & Casualty Ins Guaranty Assoc  
P.O. Box 407  
Columbia, SC 29202  
Email: smitty@scwind.com

Mr. Edwin F. Evans  
SD Property & Casualty Ins Guaranty Assoc  
Davenport, Evans, Hurwitz & Smith  
P.O. Box 1030  
Sioux Falls, SD 57101-1030  
Email: eevans@dehs.com

Mr. David Broemel, Executive Secretary  
Ms. Ivi Niemann  
Tennessee Insurance Guaranty Association  
1600 Division Street, Suite 680  
Nashville, TN 37203  
Email: dbroemel@burr.com  
Email: iniemann@tiga.net

Ms. Linda Meltzer  
Ms. Amber Walker  
Ms. Teri Rodriguez  
Texas Property & Casualty Ins Guaranty Assoc  
9120 Burnet Road  
Austin, TX 78758  
Email: lmeltzer@tpciga.org  
Email: awalker@tpciga.org  
Email: trodriguez@tpciga.org

Mr. Allen Muhlestein, Executive Director  
Utah Property & Casualty Ins. Guaranty Assoc.  
P.O. Box 1626  
Sandy, UT 84091-1626  
Email: allenm@utgf.org

Ms. Mauna Dailey, Administrator  
West Virginia Life & Health Ins Guaranty Assoc  
P.O. Box 816  
Huntington, WV 25712  
Email: wvlhga@frontier.com

Mr. Randy Blumer, Executive Director  
Wisconsin Insurance Security Fund  
2820 Walton Commons West, Suite 135  
Madison, WI 53718-6797  
Email: randy@wisf-madison.org

Ms. Molly Levinson, Enforcement Atty  
State of Georgia  
Office of Insurance & Safety Fire Commissioner  
Suite 620, West Tower  
2 Martin Luther King, Jr. Drive  
Atlanta, Georgia 30334  
Email: MLevson@oci.ga.gov

Mr. Jack M. Cleaveland Jr. (Atty for Topdanmark)  
Thompson Coe Cousins & Irons, L.L.P.  
700 N. Pearl St., 25th Floor  
Dallas, TX. 75201  
Email: jcleaveland@thompsoncoe.com

Ms. Wendy Pellow, Assistant General Counsel  
Texas Department of Licensing and Regulation  
920 Colorado  
Austin, Texas 78701  
Email: wendy.pellow@tdlr.texas.gov

Mr. Rehmat Peerbhai  
Atlantis Underwriters  
1250 S. Capital of Texas Hwy., Bldg 1, Suite 550  
Austin, Texas 78746  
Email: ray@amcousa.com

Stonebriar Financial Services Partners, LLC  
c/o C T Brandt  
3650 Schooner Ridge  
Alpharetta, GA 30005  
Email: tdnarbmot@gmail.com

Mr. Patrick Burke  
Trafalgar Group  
9830 Bankside Drive  
Roswell, GA 30076  
Email: pburke@trafgroup.com

Mr. Mark Christensen (Atty – Estate of Thomas House)  
Cline Williams Law Firm  
2333 So. 13<sup>th</sup> St.  
Lincoln, NE 68508  
Email: mchristensen@clinewilliams.com

Mr. Clive Seymour (Atty – Peak Acceptance)  
Hall Estill  
320 S. Boston Ave., Suite 200  
Tulsa, OK 74103  
Email: Cseymour@HallEstill.com

Ms. Leila Persaud  
Insurance Services Office  
545 Washington, Blvd., 12<sup>th</sup> Floor  
Jersey City, NJ 07310-1686  
Email: LPersaud@iso.com

Ms. Darleen Nicole Sheppard  
4224 Canal Street  
New Orleans, LA 70119  
504-234-4880  
Email: sheppardlaw@yahoo.com

Mr. Julius Gernes (Atty for Acuity)  
Donna Law Firm, P.C.  
7601 France Ave S, Ste 350  
Minneapolis, MN 55435  
Email: jgernes@donnalaw.com

Mr. Scott M. Newmark (Atty for Helen Wilcox)  
Carner & Barzakay, LLC  
600 S. Andrews Ave., Suite 301  
Ft. Lauderdale, FL 33301  
Email: smn@carnerbarzakay.com

Mr. Aaron G. Koury  
Carpenter & Schumacher, P.C.  
Parkway Centre IV  
2701 N. Dallas Parkway, Ste. 570  
Plano, Texas 75093  
Email: akoury@subrogatelaw.com

Ms. Julie Pomerantz  
Mitchell, Williams, Selig, Gates  
& Woodyard, P.L.L.C.  
106 East Sixth Street, Suite 300  
Austin, Texas 78701  
Email: jpomerantz@mwlaw.com

Ms. Jennifer Lang  
FIRST Insurance Funding Corp.  
450 Skokie Blvd., Suite 1000  
Northbrook, IL 60062  
Email: jennifer.lang@firstinsurancefunding.com

Mr. Jeffrey S. Hammer  
Alvarez Sambol Winthrop  
100 S. Orange Ave.  
Orlando, FL 32801  
Email: jhammer@aswpa.com

Mr. Mitchell L. Ginsburg  
Wayne Wright LLP  
1524 S. Interstate 35, Suite 100  
Austin, Texas 78704  
Email: mginsburg@waynewright.com

Mr. Jeff Scriber  
324 South Main Street  
Jonesboro, AK 72401  
Email: scriberfirm@gmail.com

Mr. Frank Medina  
Law Offices of Francisco G. Medina  
1111 North Loop West, Suite 820  
Houston, TX 77008  
Email: fgm@medinalaw.net

Ms. Glenda M. August  
Glenda M. August & Associates  
129 West Pershing Street  
New Iberia, LA 70560  
Email: gaalaw@aol.com

Mr. R. Sean McEvoy  
Casey Gilson P.C.  
Six Concourse Parkway, Suite 2200  
Atlanta, GA 30328  
Email: Rsm@caseygilson.com

Mr. Jason Powers  
Law Office of Levin & Clinebell, employees of  
Government Employees Insurance Company  
50 Briar Hollow Ln., Suite 505W  
Houston, TX 77027  
Email: CHeads@geico.com

Mr. Robert McCracken  
Roush McCracken Guerrero, LLP  
1190 East Missouri Avenue, Suiet 190  
Phoenix, AZ 85014  
Email: bob@rmglaw.com

Mr. Mark D. Bradshaw  
The Bradshaw Hogle Firm  
1013 South Stapley Dr.  
Mesa, AZ 85204  
Email: mark@bradshawhogle.com

Stephen L. Ahl (Atty – Global Cargo)  
Wolfe, Snowden, Hurd, Luers & Ahl LLP  
800 Wells Fargo Center  
1248 “o” Street  
Lincoln, NE 68508  
Email: SAhl@wolfesnowden.com  
Email: KMorgan@wolfesnowden.com

Romney Player  
Knight Transportation  
5601 W. Buckeye Rd.  
Phoenix, AZ 85043  
Email: Romney.Player@knighttrans.com

David Crawford  
David Crawford, P.A.  
One North Marshall Street  
Winston-Salem, NC 27101  
Email: drcrawfordpa@aol.com

Maribel Ingram  
Monique Raicovich  
ETI Financial Corp  
P.O. Box 829522  
Pembroke Pines, FL 33082-9522  
Email: Maribel@etifinance.com  
Email: Monique@etifinance.com

Ms. Pam Mims  
Assistant General Counsel  
AmWINS Group, Inc.  
4725 Piedmont Row Dr., Suite 600  
Charlotte, NC 28210  
Email: Pamela.Mims@amwins.com  
Email: Diane.Gibides@amwins.com

Mr. Ian M. Leifer  
Mid-Century Ins Co  
P.O. Box 268994  
Oklahoma City, OK 73126-8994  
Email: ian.leifer@hpcs.com

*/s/ Rachel Stroud*  
\_\_\_\_\_  
Rachel Stroud  
Email: rstroud@stroud-welchlaw.com

## ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT (this "**Agreement**"), entered into this \_\_\_ day of March, 2013, is made by and between GRAMERCY INSURANCE COMPANY in REHABILITATION (hereinafter referred to as the "**Company**") and CITADEL INSURANCE COMPANY ("**Citadel**"). The Company and Citadel shall be referred to collectively herein as the "**Parties**" and singly a "**Party**."

### RECITALS:

WHEREAS, the Company is a Texas-domiciled insurance company subject, as of December 4, 2012, to court-ordered rehabilitation proceedings pending in the 53<sup>rd</sup> Judicial District Court of Travis County, Texas (the "**Receivership Court**"), Cause No. D-1-GV-12-001713, and the Commissioner of Insurance for the State of Texas is the statutory and court-appointed rehabilitator for the Company (the "**Rehabilitator**"); and the Rehabilitator appointed Resolution Oversight Corporation ("**ROC**") as Special Deputy Receiver (the "**SDR**").

WHEREAS, Citadel is a non-standard private passenger automobile insurer domiciled in the State of Louisiana;

WHEREAS, the Company is the issuer of certain non-standard private passenger automobile policies (i) underwritten and administered exclusively by GoAuto Management Services, LLC ("**GoAuto**") pursuant to that certain Program Management Agreement by and between the Company and GoAuto, effective as of August 1, 2009 (as amended by Addendum No. 1 thereto executed by the Company and GoAuto on March 23, 2012, and as otherwise amended, the "**Program Management Agreement**"), and (ii) subject to reinsurance by Maiden Insurance Company ("**Maiden**") pursuant to that certain Louisiana Automobile Quota Share Reinsurance Agreement (268-6-09-00-00) by and between Maiden and the Company, effective as of September 1, 2009, amended by Addendum No. 1 executed by the Company on November 11, 2010 and Maiden on November 1, 2010, and Addendum No. 2 executed by the Company on February 8, 2012, and Maiden on February 3, 2012 ("**Treaty 3**") (together with the related trust agreements and all appendices, addenda, endorsements and amendments to such agreements, the "**Reinsurance Agreement**") (such policies issued by the Company, the "**Policies**");

WHEREAS, as part of its efforts to reform and revitalize the Company in the rehabilitation proceedings, the Rehabilitator desires to transfer and assign to Citadel on an assumption basis all of the Company's right, title and interest in and to the Policies, such that all of the Company's rights, duties and obligations under the Policies are completely novated and assumed by Citadel;

WHEREAS, Citadel desires to assume on an assumption basis all of the Company's rights, duties and obligations in connection with, relating to, or arising out of the Policies upon the terms and conditions set forth herein, subject to the continued administration of the Policies by GoAuto pursuant to the Program Management Agreement and the continued reinsurance of the Policies by Maiden pursuant to the Reinsurance Agreement.

WHEREAS, Maiden desires to allow Citadel to assume the Company's rights, duties and obligations in connection with the Reinsurance Agreement and the Policies covered thereby.



NOW, THEREFORE, in consideration of the mutual covenants and promises, and upon the terms and conditions hereinafter set forth, the Parties hereto agree as follows.

ARTICLE I  
DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings specified below.

"**Closing**" shall mean the closing of the transactions contemplated in this Agreement, including the transfer of the Settlement Amount which shall take place by transmission of electronic (in PDF format) documents and wire transfer of immediately available funds.

"**Closing Date**" shall mean the date on which the Closing shall take place, which shall be no later than the 35<sup>st</sup> day after the Order approving this Agreement is entered by the Receivership Court, or such other date and time as the Parties may mutually agree in writing; provided, however, that the Closing Date shall not occur until such time as the approvals set forth in Section 7.01 have been obtained and such other conditions to closing set forth therein have been satisfied.

"**GoAuto**" has the meaning given such term in the Recitals.

"**Maiden**" has the meaning given such term in the Recitals.

"**Policies**" has the meaning given such term in the Recitals.

"**Policy Holders**" means the holders of the Policies.

"**Policy Liabilities**" means the Company's liabilities and obligations under the Policies.

"**Potential Claimant**" has the meaning given such term in Section 6.03.

"**Premium Tax Amount**" has the meaning given such term in Section 6.02.

"**Program Management Agreement**" has the meaning given such term in the Recitals.

"**Receivership Court**" has the meaning given such term in the Recitals.

"**Rehabilitator**" has the meaning given such term in the Recitals.

"**Reinsurance Agreement**" has the meaning given such term in the Recitals.

"**ROC**" has the meaning given such term in the Recitals.

"**Settlement Amount**" shall mean the amount of the cash payment to be made by the Company to Citadel at the Closing which shall equal \$468,715.14.

"**SDR**" has the meaning given such term in the Recitals.

ARTICLE II  
POLICIES TRANSFERRED AND ASSUMED

Section 2.01. Assignment and Assumption of Policies. Effective as of the Closing, (i) the all of the Company's right, title, interest and benefits in and under the Policies shall automatically be



transferred and assigned to Citadel, and (ii) all of the Policy Liabilities shall automatically be accepted and assumed by Citadel.

Section 2.02. Certificates of Assumption; Notice of Assumption. As soon as practicable after the Closing, Citadel shall (i) transmit by mail, or if previously authorized by the Policy Holders, by electronic transmission, certificates of assumption to the Policy Holders of those Policies outstanding on the Closing Date, in the form attached hereto as **Attachment 1** that has been approved by the Louisiana Department of Insurance and the Texas Department of Insurance, and obtain consents from such Policy Holders to such assumption to the extent required by applicable law, and (ii) publish in The Advocate (Baton Rouge, Louisiana), The Times Picayune (New Orleans, Louisiana), the Shreveport Times (Shreveport, Louisiana), The Town Talk (Alexandria, Louisiana), and The American Press (Lake Charles, Louisiana), and post on its website for one hundred and eighty (180) days following the Closing Date, a notice of assumption, in the form attached hereto as **Attachment 2**. Citadel agrees to respond to any inquiries or objections to such notice of assumption or certificates of assumption and obtain any required written acceptance of the assumption from the Policy Holders. Such required written acceptances to the assumption, if any, will provided to Company for its records.

Section 2.03. Policy Liabilities. Effective as of the Closing, all of the Policy Liabilities shall automatically be accepted, and assumed by Citadel subject to any and all defenses, setoffs, and counterclaims to which the Company would be entitled with respect to the Policy Liabilities, it being expressly understood and agreed by the Parties hereto that no such defenses, setoffs, or counterclaims are or shall be waived by the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, and that Citadel is and shall be fully subrogated in and to all such defenses, setoffs, and counterclaims. From and after the Closing, as among the Parties, Citadel shall bear and shall have responsibility for paying or performing all Policy Liabilities.

Section 2.04. Indemnity and Defense of the company. Effective as of the Closing, Citadel will indemnify and hold the Company harmless from any and all Policy Liabilities. Citadel further agrees to provide a defense for the Company, the SDR, or Commissioner of the Texas Department of Insurance, as Receiver, for any Policy Liabilities after the Closing.

### ARTICLE III TERM

Section 3.01. Term. This Agreement shall remain in force and effect until all Policy Liabilities assumed by Citadel have been discharged in full.

Section 3.02. Recapture. The Policies transferred to and assumed by Citadel hereunder are not eligible for recapture.

### ARTICLE IV REPRESENTATIONS AND WARRANTIES

Section 4.01. The Company. The Company hereby represents and warrants to Citadel as follows as of the date hereof:

- (a) Actions and Proceedings. There are no pending actions, suits or proceedings known to the Company which could materially and adversely affect the transactions

contemplated under this Agreement;

- (b) Organization and Standing. The Company is duly incorporated and validly existing under the laws of the State of Texas, but subject to the supervision of the Receivership Court under Tex. Ins. Code Chapter 443. At the time the Policies were originally issued, the Company was duly qualified and licensed to transact an insurance business in Texas and all other applicable jurisdictions;
- (c) Validity. Subject to the approval by the Receivership Court as contemplated in Section 7.01, this Agreement is a valid and binding obligation of the Company and of the Rehabilitator. The Rehabilitator has been duly appointed by the Receivership Court and is authorized to execute this Agreement under applicable Texas law.
- (d) Corporate Authority. The execution of this Agreement by the Company and the consummation of the transactions contemplated by this Agreement have been approved by all necessary corporate action of the Company.
- (e) No Violation. Neither the execution and delivery of this Agreement, nor the Company's compliance with any of the provisions of this Agreement will:
  - (i) conflict with or result in a breach of the Articles of Incorporation or Bylaws of the Company, or result in a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions, or provisions of any note, lien, bond mortgage, indenture, license, lease, agreement, consent order, or other instrument or obligation to which the Company is a party or by which it may be bound;
  - (ii) violate any judgment, order, writ, injunction, or decree of any court, administrative agency, or governmental body applicable to the Company or to any of its properties or assets;
  - (iii) cause, or give any person grounds to cause (with or without notice, the passage of time, or both), the maturity of any liability of the Company to be accelerated or increased; or
  - (iv) conflict with or result in a violation of any applicable state insurance law or regulation.

Section 4.02. Citadel. Citadel hereby represents and warrants to the Company as follows as of the date hereof:

- (a) Organization and Existence. Citadel is duly incorporated, validly existing, and in good standing under the insurance laws of Louisiana. Citadel has all requisite corporate power and authority to carry on its business as it is now being conducted, and to own, lease and operate its properties;
- (b) Corporate Authority. The execution of this Agreement by Citadel and the consummation of the transactions contemplated by this Agreement have been approved by all necessary corporate action of Citadel;
- (c) Validity; No Violation. This Agreement is a legal, valid and binding obligation of

Citadel, enforceable against it in accordance with its terms and conditions. Neither the execution and delivery of this Agreement, nor Citadel's compliance with any of the provisions of this Agreement will:

- (i) conflict with or result in a breach of the Articles of Incorporation or Bylaws of Citadel, or result in a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions, or provisions of any note, lien, bond mortgage, indenture, license, lease, agreement, consent order, or other instrument or obligation to which Citadel is a party or by which it may be bound;
  - (v) violate any judgment, order, writ, injunction, or decree of any court, administrative agency, or governmental body applicable to Citadel or to any of its properties or assets;
  - (vi) cause, or give any person grounds to cause (with or without notice, the passage of time, or both), the maturity of any liability of Citadel to be accelerated or increased; or
  - (vii) conflict with or result in a violation of any applicable state insurance law or regulation.
- (d) Survival of Representations and Warranties. The representations and warranties made by Citadel in this Section and elsewhere in this Agreement shall survive Closing until all of the Policy Liabilities assumed and reinsured hereunder have been discharged or have otherwise expired.

## ARTICLE V SETTLEMENT AMOUNT AND CLOSING

Section 5.01. Settlement Amount. The Company agrees to pay Citadel an amount in cash equal to the Settlement Amount, which shall be remitted by the Company to Citadel on the Closing Date by wire transfer of immediately available funds to an account designated by Citadel. Citadel shall provide the Company with wire transfer instructions and bank routing numbers for the payment of the Settlement Amount at least forty-eight (48) hours prior to the Closing Date.

Section 5.02. Premium Tax Amount. On the Closing Date of this Agreement, Citadel shall cause GoAuto to transfer the Premium Tax Amount, as specified in Section 6.02, to the Company by wire transfer of immediately available funds into an account as directed by the Rehabilitator.

Section 5.03. Program Management Agreement and Reinsurance Agreement. Contemporaneously herewith, (i) the Company, Citadel and GoAuto have entered into an Assignment and Novation Agreement pursuant to which Citadel will replace and be substituted for the Company under the Program Management Agreement, and (ii) the Company, Citadel and Maiden have entered into an Assignment and Novation Agreement pursuant to which Citadel will replace and be substituted for the Company under the Reinsurance Agreement (including the related trust agreements), each such Assignment and Novation Agreement to be effective contemporaneously with the Closing.

ARTICLE VI  
UNDERTAKINGS FOLLOWING CLOSING

Section 6.01. Premium and Other Payments, Negotiation of Checks. Upon and after the Closing Date, (i) all premium and other payments under the Policies shall be the sole property of Citadel, and (ii) any premium or other payment received by the Company, to the extent such premium or other payment is received on and after the Closing Date, shall be remitted to Citadel. Citadel shall be authorized to endorse for payment all checks, drafts, and money orders payable to the Company with respect to premiums or other payments payable on the Policies. The Company hereby assigns, to the extent permitted by law, to Citadel all of its rights and privileges to draft or debit the accounts of any Policy Holders for premiums or other payments due under the Policies pursuant to existing pre-authorized bank draft or electronic fund transfer arrangements between the Company and such Policy Holders. Citadel will notify all such Policy Holders of the assumption in accordance with Section 2.02 and provide direction and instructions to direct them to pay Citadel.

Section 6.02. Premium Taxes. The Company shall file all Louisiana premium tax and assessment returns due with respect to the Policies for the calendar year ending December 31, 2012, and shall timely pay all Louisiana premium taxes and Louisiana assessments for the Policies written in 2012. The aggregate amount of estimated premium taxes previously paid by GoAuto to the Company with respect to the Policies for the first three calendar quarters of 2012 is \$1,115,676 (such amount, the “**Estimated Premium Tax for the First Three Quarters of 2012**”), and the Company acknowledges receipt thereof and represents and warrants to Citadel that it has paid to the appropriate taxing authority the Estimated Premium Tax for the First Three Quarters of 2012. Citadel shall cause GoAuto to pay the Company on the Closing Date the amount of \$620,559 (the “**Premium Tax Amount**”), being the Louisiana premium tax and assessments due with respect to the Policies under Treaty 3 from inception to date less the Estimated Premium Tax and assessments on Treaty 3 paid by GoAuto from inception to date for 2011 and for the First Three Quarters of 2012, which payment GoAuto is obligated to make under the Program Management Agreement. Citadel shall file all premium tax and assessment returns due with respect to the Policies for all periods commencing on or after January 1, 2013, and shall be entitled to all credits and receive refunds for Louisiana premium tax and assessments under those premium tax and assessment returns to be filed by Citadel pursuant to this Section 6.02. The Company shall not be entitled to take credits or receive refunds under its premium tax and assessment returns for cancellations of the Policies occurring after 2012. The Company hereby represents and warrants to Citadel that it has paid to the appropriate taxing authority(ies) all premium taxes and assessments due with respect to the Policies for all periods ending on or prior to December 31, 2011. If the Estimated Premium Tax for the First Three Quarters of 2012 plus the Premium Tax Amount is less than the actual required payments owed to Louisiana for premium tax and assessments due with respect to the Policies for 2012, GoAuto agrees to fund the actual amount owed.

Section 6.03. Forwarding of Claims and Inquiries. After the Closing, the Company shall refer to Citadel all inquiries involving the Policies, including, without limitation, inquiries regarding additional premiums, claims payment or policy provisions, limitations or exclusions. Claims under the Policies submitted to the Company will be forwarded to Citadel as promptly as practicable. After the Closing, the Company shall promptly, upon receipt thereof, notify Citadel of any written or oral complaint to or from any official of a state insurance department, any federal or state regulatory authority or any other person or entity, and any complaint threatening litigation in connection with any of the Policies (each, a “**Potential Claimant**”). Upon notification by the Company, Citadel will promptly notify such Potential Claimant of the assumption of the Policies by Citadel and the release

of the Company from obligations under the related Policy and/or Program Management Agreement.

ARTICLE VII  
CONDITIONS TO CLOSING; COMPLIANCE

Section 7.01. Conditions to Closing. The consummation of this Agreement and the transactions contemplated hereby are expressly contingent upon and subject to the following conditions precedent:

- (i) the Receivership Court, issues an order approving this Agreement and **Attachments 1 and 2** hereto and such order becomes final and non-appealable;
- (ii) written approval by (a) the Louisiana Department of Insurance, and (b) the Texas Department of Insurance, such approvals to be in form and content mutually satisfactory to the Parties;
- (iii) the sending of the certificates of assumption and notices described and in accordance with Section. 2.01;
- (iv) obtaining the Assignment and Novation Agreements with Maiden and GoAuto as outlined in Section 5.03;
- (v) the payment by Gramercy of the Settlement Amount to Citadel and the payment by GoAuto of the Premium Tax Amount to Gramercy in accordance with Sections 5.01 and 6.02, respectively.
- (vi) obtaining any and all such other approvals and consents as may be required by applicable law, regulation, or regulatory authority. No provision in this Agreement shall be deemed to require either Party to take any action prohibited by applicable law, regulation, or regulatory authority; and
- (vii) all written representations, recitals and affirmations made in this Agreement by any Party shall be true and correct in all material respects as of the Closing Date as if made at the Closing.

Section 7.02. Compliance with Laws. Each Party shall, in the performance of its obligations set forth in this Agreement, comply with all applicable law and the rules and regulations of all regulatory authorities with jurisdiction over the Parties, and each Party shall maintain all licenses or certificates necessary or appropriate for the performance of the functions set forth in this Agreement. Each party shall conform its actions under this Agreement to any orders concerning the activities covered by this Agreement by regulatory authorities having jurisdiction over the Parties' products, business affairs and operations. Each Party shall promptly notify the other Party of any complaint, inquiry or lawsuit by any regulatory authorities relating to this Agreement.

ARTICLE VIII  
MISCELLANEOUS

Section 8.01. Notices. Any notice or other communication required or permitted hereunder

shall be in writing and shall be delivered by hand, certified or registered mail (postage prepaid and return receipt requested), by a nationally recognized overnight courier service (appropriately marked for overnight delivery), facsimile or electronic mail (with request for immediate confirmation of receipt in a manner customary for communications of such respective type). Notices shall be effective as described below, and shall be addressed as follows:

If to the Company: Gramercy Insurance Company in Rehabilitation  
Ernesto Garza  
Resolution Oversight Corporation  
P.O. Box 691852  
San Antonio, TX 78269-1852  
Email: [Eagarzasdr@aol.com](mailto:Eagarzasdr@aol.com)  
Fax Number: 210-499-1192

With a copy to: Rachel Stroud  
Stroud, Marrero & Welch PLLC  
11824 Jollyville Rd., Ste 200  
Austin, TX 78759  
Email: [rstroud@stroud-welchlaw.com](mailto:rstroud@stroud-welchlaw.com)  
Fax Number: 512-482-9211

If to Citadel: Citadel Insurance Company  
7169 Florida Boulevard  
Baton Rouge, LA 70806  
Attention: Gregory W. Tramontin  
Facsimile: (225) 231-8336  
Email: [gwtramontin@gmail.com](mailto:gwtramontin@gmail.com)

All notices and other communications required or permitted under the terms of this Agreement that are addressed as provided in this Section shall (i) if delivered personally or by overnight express, be deemed given upon delivery; (ii) if delivered by facsimile or email transmission, be deemed given when electronically confirmed; and (iii) if sent by registered or certified mail, be deemed given when received. Any party from time to time may change its address for notice purposes by giving a similar notice specifying a new address, but no such notice shall be deemed to have been given until it is actually received by the party sought to be charged with the contents thereof.

Section 8.02. Entire Agreement. This Agreement (which includes the Recitals and the Attachments hereto which are incorporated herein and made a part hereof) contains the entire agreement and understanding among the Parties with respect to the transactions contemplated hereby, and supersedes all prior agreements and understandings, written or oral, with respect thereto.

Section 8.03. Expenses. Except as otherwise expressly provided in this Agreement, whether or not the transactions contemplated hereby are consummated, each of the Parties hereto shall pay its own costs and expenses incident to preparing for, entering into and carrying out this Agreement and the consummation of the transactions contemplated hereby.

Section 8.04. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties. Further, facsimile and electronic (in PDF format) copies of this Agreement and signatures herein shall be authorized and deemed effective.

Section 8.05. No Third Party Beneficiary. Except for the Policy Holders or as otherwise specifically provided in this Agreement, nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provisions contained herein.

Section 8.06. Amendment. This Agreement may only be amended or modified by a written instrument executed on behalf of the Parties hereto and any such amendment shall be subject to receipt of any and all consents, approvals, permits and authorizations required to be obtained from any insurance regulatory authority or the Receivership Court.

Section 8.07. Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by any of the Parties hereto without the prior written consent of the other Parties, and any such assignment that is attempted without such consent shall be null and void. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and permitted assigns.

Section 8.08. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, and if the rights or obligations of the Parties under this Agreement will not be materially and adversely affected thereby, (a) such provision shall be fully severable; (b) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

Section 8.09. Duty of Cooperation. Each Party hereto shall cooperate fully with the other Parties hereto in all reasonable respects in order to accomplish the objectives of this Agreement.

Section 8.10. Governing Law, Enforcement. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and the Receivership Court shall have exclusive jurisdiction over the enforcement hereof.

Section 8.11. Venue. Each Party hereto agrees that the Receivership Court is the proper venue for any dispute involving or related to this Agreement.

Section 8.12. Waiver. Any term or condition of this Agreement may be waived in writing at any date by the Party that is entitled to the benefit thereof. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach or nonfulfillment on a future occasion. All remedies, either under the terms of this Agreement, or by law or otherwise afforded, shall be cumulative and not alternative, except as otherwise provided by law.

Section 8.13. Errors and Omissions. Inadvertent delays, errors or omissions that occur or are made in connection with the transactions contemplated by this Agreement shall not relieve any Party from any liability that would have attached had such delay, error or omission not occurred, provided

that such error or omission is rectified by the Party making such error or omission as soon as possible after discovery thereof and such error or omission does not prejudice any other Party.

Section 8.14. Interpretation. For purposes of this Agreement, the terms "hereof" "herein", "hereto", "hereunder", and derivative or similar words refer to this Agreement (including the exhibits hereto) as a whole unless otherwise indicated. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". 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. The headings used in this Agreement have been inserted for convenience and do not constitute matter to be construed or interpreted in connection with this Agreement,

*[Signature Page Follows]*



IN WITNESS WHEREOF, the Company and Citadel have each executed this Agreement as of the date first written above.

**COMPANY:**

GRAMERCY INSURANCE COMPANY  
in Rehabilitation

By: \_\_\_\_\_  
Ernesto Garza, President  
Resolution Oversight Corporation,  
Special Deputy Receiver

**CITADEL:**

CITADEL INSURANCE COMPANY

By: \_\_\_\_\_  
Gregory W. Tramontin  
Chief Executive Officer

**Attachments**

- 1 - Form of Certificate of Assumption
- 2 - Form of Notice of Assumption

**Attachment 1**

**Form of Certificate of Assumption**

**CITADEL INSURANCE COMPANY**  
**Administered by GoAuto Management Services, L.L.C.**  
7169 Florida Boulevard  
Baton Rouge, Louisiana 70806  
(225) 926-7000

**Policy No. \_\_\_\_\_**  
**[Policy Holder Name]**  
**[Policy Holder Address]**

**CERTIFICATE OF ASSUMPTION**

Please be advised that your automobile insurance policy identified above issued by Gramercy Insurance Company, a Texas-domiciled automobile insurance company (the "**Policy**"), has been assumed by Citadel Insurance Company, a Louisiana-domiciled automobile insurance company, with its home office at 7169 Florida Boulevard, Baton Rouge, Louisiana 70806 ("**Citadel**").

This endorsement to your Policy shall be effective as of [\_\_\_\_\_] , 2013 (the "**Effective Date**"). Citadel's assumption of your Policy shall be effective as of the Effective Date and is subject to all of the terms and conditions set forth therein and any available defenses and offsets. The coverage under your Policy and the amount of your premium thereunder shall not change during the term of your Policy. You should continue to submit all questions and claims under the Policy, whenever incurred, and remit all premiums due under the Policy, to Citadel or its agents at the following address:

GoAuto Management Services, L.L.C.  
7169 Florida Boulevard  
Baton Rouge, Louisiana 70806

This endorsement forms a part of your Policy and should be attached to your Policy and retained by you.

If you have any questions concerning this Assumption, please contact your agent.

IN WITNESS WHEREOF, Citadel Insurance Company has caused this endorsement to be executed at its administrative office in Baton Rouge, Louisiana, by its Chief Executive Officer and Secretary as of the \_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Terry C. Doming  
Secretary

\_\_\_\_\_  
Gregory W. Tramontin  
Chief Executive Officer

**Attachment 2**

**Form of Notice of Assumption**

**CITADEL INSURANCE COMPANY**

7169 Florida Boulevard  
Baton Rouge, Louisiana 70806

**NOTICE OF ASSUMPTION**

Please be advised that, effective as of [\_\_\_\_\_] , 2013, certain automobile insurance policies issued by Gramercy Insurance Company, a Texas-domiciled automobile insurance company, issued through GoAuto Management Services, L.L.C., have been assumed by Citadel Insurance Company, a Louisiana-domiciled automobile insurance company, with its home office at 7169 Florida Boulevard, Baton Rouge, Louisiana 70806 (“**Citadel**”). Please contact your agent if you have any questions. This does not change your premium, policy limits, or claims reporting obligations.

IN WITNESS WHEREOF, Citadel Insurance Company has caused this notice to be executed at its administrative office in Baton Rouge, Louisiana, by its Chief Executive Officer and Secretary as of the \_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Terry C. Doming  
Secretary

\_\_\_\_\_  
Gregory W. Tramontin  
Chief Executive Officer

## ASSIGNMENT AND NOVATION AGREEMENT

This Assignment and Novation Agreement (the "**Novation Agreement**") is made and entered into as of March \_\_, 2013, by and among GoAuto Management Services, LLC, a limited liability company organized under the laws of Louisiana ("**GoAuto**"), Gramercy Insurance Company in Rehabilitation, an insurance company domiciled in Texas ("**Gramercy**"), and Citadel Insurance Company, an insurance company domiciled in Louisiana ("**Citadel**") and together with GoAuto and Gramercy, the "**Parties**" and each singly a "**Party**").

### RECITALS:

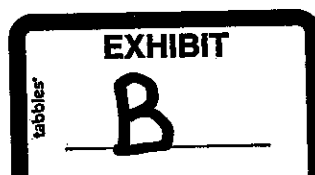
**WHEREAS**, Gramercy and GoAuto entered into that certain Program Management Agreement, effective as of August 1, 2009 (as amended by Addendum No. 1 thereto executed by Gramercy and GoAuto on March 23, 2012, together with all appendices, addenda, endorsements and other amendments thereto, the "**Program Management Agreement**"), pursuant to which GoAuto underwrites and administers certain non-standard private passenger automobile insurance policies issued by Gramercy (the "**Policies**"), which Policies are subject to reinsurance by Maiden Reinsurance Company, a company organized under the laws of Missouri ("**Maiden**"), pursuant to that certain Louisiana Automobile Quota Share Reinsurance Agreement by and between Maiden and Gramercy, effective September 1, 2009, Reference 268-6-09-00-00 (together with Addendum 1 thereto entered into by Gramercy and Maiden in November 2010, Addendum 2 thereto entered into by Gramercy and Maiden in February 2012, and all appendices, other addenda, endorsements, and amendments thereto, the "**Reinsurance Agreement**");

**WHEREAS**, as of December 4, 2012, Gramercy is subject to court-ordered rehabilitation proceedings pending in the 53<sup>rd</sup> Judicial District Court of Travis County, Texas (the "**Receivership Court**"), Cause No. D-1-GV-12-00173, and the Commissioner of Insurance for the State of Texas is the statutory and court-appointed rehabilitator (the "**Rehabilitator**") and the Rehabilitator appointed Resolution Oversight Corporation ("**ROC**") as Special Deputy Receiver (the "**SDR**"). ;

**WHEREAS**, Citadel and Gramercy have agreed subject to and in accordance with the terms of that certain Assumption Agreement by and between them of even date herewith that Citadel shall be substituted for Gramercy and succeed to the rights, and assume the duties and obligations, of Gramercy in connection with the Policies as if Citadel had originally issued the Policies (the "**Assumption Agreement**");

**WHEREAS**, in connection with and in furtherance of the foregoing, Gramercy wishes to assign its rights to Citadel under the Program Management Agreement;

**WHEREAS**, subject to and in accordance with the terms herein, Citadel seeks to be substituted for Gramercy and succeed to the rights, and assume the duties and



obligations of Gramercy, under the Program Management Agreement as if Citadel had originally entered into the Program Management Agreement with GoAuto; and

**WHEREAS**, GoAuto consents to and accepts the replacement of Gramercy by Citadel.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the Parties agree as follows:

## **ARTICLE I**

### *NOVATION AND SUBSTITUTION*

- A. As of the Effective Date, as specified in Article II herein, Gramercy assigns to Citadel, which agrees to such assignment, all of its rights and benefits without limitation, known and unknown, actual or otherwise, under the Program Management Agreement and Gramercy and Citadel hereby agree that, as of the Effective Date, Citadel (i) assumes all liabilities and obligations of Gramercy under the Program Management Agreement in place of Gramercy as if Citadel had originally entered into the Program Management Agreement with GoAuto, and (ii) shall perform and satisfy in full all of Gramercy's obligations under the Program Management Agreement in place of Gramercy.
- B. GoAuto hereby consents to the foregoing assignment and assumption.
- C. As of the Effective Date, GoAuto, on behalf of itself and its successors, assigns, affiliates, officers, employees, directors, agents and shareholders, releases and discharges Gramercy and its successors, assigns, affiliates, officers, employees, directors, agents and shareholders from any and all actions, causes of action, claims, debts, liabilities and obligations to GoAuto of any kind, known or unknown, which have arisen or which may arise in the future under, or by reason of, the Program Management Agreement. As of the Effective Date, Gramercy, on behalf of itself and its successors, assigns, affiliates, officers, employees, directors, agents and shareholders, save and accept for (i) the contingent commission payable to Maiden by GoAuto pursuant to the Program Management Agreement or by Citadel pursuant to the Reinsurance Agreement and (ii) the premium tax payment(s) owed by GoAuto to Gramercy as described in the Assumption Agreement, releases and discharges GoAuto and its successors, assigns, affiliates, officers, employees, directors, agents and shareholders from any and all actions, causes of action, claims, debts, liabilities and obligations to Gramercy of any kind, known or unknown, which have arisen or which may arise in the future under, or by reason of, the Program Management Agreement, it being expressly agreed that from the Effective Date and forward, GoAuto shall look solely to Citadel for its participation under the Program Management Agreement with no recourse against Gramercy.

## ARTICLE II

### *EFFECTIVE DATE*

This Novation Agreement shall be effective contemporaneously with the closing of the transactions contemplated by the Assumption Agreement (such date, the “**Effective Date**”).

## ARTICLE III

### *WARRANTIES AND COVENANTS*

- A. Each Party hereby represents and warrants to the other Parties as of the date hereof and the Effective Date that: (i) it is a corporation or limited liability company, as applicable, in good standing in its state of domicile; (ii) the execution of this Novation Agreement is expressly authorized by it (and, in the case of Gramercy, the Receivership Court and Chapter 443 of the Texas Insurance Code); (iii) its signatory hereto (and, in the case of Gramercy, the SDR) is duly authorized and legally empowered to enter into this Novation Agreement and the transactions contemplated herein on behalf of it; and (iv) there are no pending agreements, transactions, or negotiations to which it is a party that would render this Novation Agreement or any part thereof void, voidable or unenforceable.
- B. Gramercy hereby represents and warrants to Citadel as of the date hereof and the Effective Date that (i) the Program Management Agreement is now in full force and effect, (ii) all obligations of Gramercy under the Program Management Agreement are current, save and except (a) the contingent commission payable to Maiden by GoAuto pursuant to the Program Management Agreement or by Citadel pursuant to the Reinsurance Agreement and (b) the premium tax payment(s) payable by GoAuto to Gramercy as described in the Assumption Agreement, (iii) no delinquency or default currently exists under the Program Management Agreement, and (iv) it is aware of no condition or circumstance which, with passage of time shall become manifest, will constitute a breach of or default under the Program Management Agreement.
- C. GoAuto hereby confirms to Citadel that as of the date hereof and the Effective Date (i) the Program Management Agreement is now in full force and effect, (ii) all obligations of Gramercy under the Program Management Agreement are current, (iii) no delinquency or default currently exists under the Program Management Agreement, and (iv) it is aware of no condition or circumstance which, with passage of time shall become manifest, will constitute a breach of or default under the Program Management Agreement.
- D. Each of the Parties hereby agrees to promptly execute and deliver such certificates, instruments and other documents, and take such other actions, as may reasonably be required by law or as may reasonably be requested by any other

Party in order to evidence or give effect to the transactions contemplated by this Novation Agreement.

#### **ARTICLE IV**

##### *CHOICE OF LAW*

This Novation Agreement shall be governed and construed in accordance with the laws of the State of Texas (regardless of the laws that might otherwise govern under applicable principles of conflicts law), and heard in the Receivership Court, as to all matters, including, without limitation, matters of validity, construction, effect, performance and remedies.

#### **ARTICLE V**

##### *ENTIRE AGREEMENT*

This Novation Agreement (which includes the Recitals hereto), the Assumption Agreement, and that certain Assignment and Novation Agreement of even date herewith by and among Gramercy, Citadel and Maiden relating to the Reinsurance Agreement, represents the entire agreement and understanding among the Parties. No other oral or written agreements or contracts relating to the subject matter hereof currently exist and/or are contemplated.

#### **ARTICLE VI**

##### *COUNTERSIGNATURE*

This Novation Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and facsimile and electronic (in PDF format) copies of this Novation Agreement and signatures hereon shall be authorized and deemed effective.

#### **ARTICLE VII**

##### *CONFLICT*

This Novation Agreement shall be read and considered as an integral part of the Program Management Agreement and in the case of any conflict between this Novation Agreement and any part of the Program Management Agreement the provisions of this Novation Agreement shall prevail.

[Signature page follows]

**IN WITNESS WHEREOF**, the parties have entered into this Novation Agreement as of the date indicated below.

**Gramercy Insurance Company in Rehabilitation**

By: \_\_\_\_\_  
Ernesto Garza, President  
Resolution Oversight Corporation,  
Special Deputy Receiver

**Citadel Insurance Company**

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

**GoAuto Management Services, L.L.C.**

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



## ASSIGNMENT AND NOVATION AGREEMENT

This Assignment and Novation Agreement (the “**Novation Agreement**”) is made and entered into as of March \_\_, 2013, by and among Maiden Reinsurance Company, a company organized under the laws of Missouri (“**Maiden**”), Gramercy Insurance Company in Rehabilitation, an insurance company domiciled in Texas (“**Gramercy**”), and Citadel Insurance Company, an insurance company domiciled in Louisiana (“**Citadel**” and together with Maiden and Gramercy, the “**Parties**” and each singly a “**Party**”).

### RECITALS:

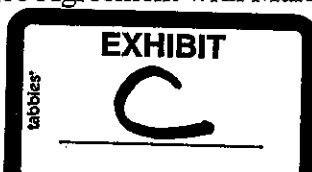
**WHEREAS**, Gramercy and Maiden have entered into that certain Louisiana Automobile Quota Share Reinsurance Agreement, effective September 1, 2009, Reference 268-6-09-00-00 (together with Addendum 1 thereto entered into by Gramercy and Maiden in November 2010, Addendum 2 thereto entered into by Gramercy and Maiden in February 2012, the related trust agreements, and all appendices, other addenda, endorsements, and amendments to such agreements, the “**Reinsurance Agreement**”), pursuant to which Maiden reinsures certain non-standard private passenger automobile insurance policies issued by Gramercy that are underwritten and administered by GoAuto Management Services, LLC, a Louisiana limited liability company (“**GoAuto**”), pursuant to that certain Program Management Agreement by and between Gramercy and GoAuto, effective as of August 1, 2009 (such agreement, as amended by Addendum No. 1 thereto executed by Gramercy and GoAuto on March 23, 2012, together with all appendices, addenda, endorsements and other amendments thereto, the “**Program Management Agreement**” and such policies, the “**Policies**”);

**WHEREAS**, as of December 4, 2012, Gramercy is subject to court-ordered rehabilitation proceedings pending in the 53<sup>rd</sup> Judicial District Court of Travis County, Texas (the “**Receivership Court**”), Cause No. D-1-GV-12-00173, and the Commissioner of Insurance for the State of Texas is the statutory and court-appointed rehabilitator (the “**Rehabilitator**”); and the Rehabilitator appointed Resolution Oversight Corporation (“**ROC**”) as Special Deputy Receiver (the “**SDR**”).

**WHEREAS**, Citadel and Gramercy have agreed subject to and in accordance with the terms of that certain Assumption Agreement by and between them of even date herewith that Citadel shall be substituted for Gramercy and succeed to the rights, and assume the duties and obligations, of Gramercy in connection with the Policies as if Citadel had originally issued the Policies (the “**Assumption Agreement**”);

**WHEREAS**, in connection with and in furtherance of the foregoing, Gramercy wishes to assign its rights to Citadel under the Reinsurance Agreement;

**WHEREAS**, subject to and in accordance with the terms herein, Citadel seeks to be substituted for Gramercy and succeed to the rights, and assume the duties and obligations of Gramercy, under the Reinsurance Agreement as if Citadel had originally entered into the Reinsurance Agreement with Maiden; and



**WHEREAS**, Maiden consents to and accepts the replacement of Gramercy by Citadel.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the Parties agree as follows:

## **ARTICLE I**

### *NOVATION AND SUBSTITUTION*

- A. As of the Effective Date, as specified in Article II herein, Gramercy assigns to Citadel, which agrees to such assignment, all of its rights and benefits without limitation, known and unknown, actual or otherwise, under the Reinsurance Agreement and Gramercy and Citadel hereby agree that, as of the Effective Date, Citadel (i) assumes all liabilities and obligations of Gramercy under the Reinsurance Agreement in place of Gramercy as if Citadel had originally entered into the Reinsurance Agreement with Maiden, and (ii) shall perform and satisfy in full all of Gramercy's obligations under the Reinsurance Agreement in place of Gramercy.
- B. Maiden hereby consents to the foregoing assignment and assumption.
- C. As of the Effective Date, Maiden, on behalf of itself and its successors, assigns, affiliates, officers, employees, directors, agents and shareholders, releases and discharges Gramercy and its successors, assigns, affiliates, officers, employees, directors, agents and shareholders from any and all actions, causes of action, claims, debts, liabilities and obligations to Maiden of any kind, known or unknown, which have arisen or which may arise in the future under, or by reason of, the Reinsurance Agreement. As of the Effective Date, Gramercy, on behalf of itself and its successors, assigns, affiliates, officers, employees, directors, agents and shareholders, releases and discharges Maiden and its successors, assigns, affiliates, officers, employees, directors, agents and shareholders from any and all actions, causes of action, claims, debts, liabilities and obligations to Gramercy of any kind, known or unknown, which have arisen or which may arise in the future under, or by reason of, the Reinsurance Agreement, it being expressly agreed that from the Effective Date and forward, Maiden shall look solely to Citadel for its participation under the Reinsurance Agreement with no recourse against Gramercy.

## ARTICLE II

### *EFFECTIVE DATE*

This Novation Agreement shall be effective contemporaneously with the closing of the transactions contemplated by the Assumption Agreement (such date, the “**Effective Date**”).

## ARTICLE III

### *WARRANTIES AND COVENANTS*

- A. Each Party hereby represents and warrants to the other Parties as of the date hereof and the Effective Date that: (i) it is a corporation in good standing in its state of domicile; (ii) the execution of this Novation Agreement is expressly authorized by it (and, in the case of Gramercy, the Receivership Court and Chapter 443 of the Texas Insurance Code); (iii) its signatory hereto (and, in the case of Gramercy, the SDR) is duly authorized and legally empowered to enter into this Novation Agreement and the transactions contemplated herein on behalf of it; and (iv) there are no pending agreements, transactions, or negotiations to which it is a party that would render this Novation Agreement or any part thereof void, voidable or unenforceable.
- B. Gramercy hereby represents and warrants to Citadel as of the date hereof and the Effective Date that (i) the Reinsurance Agreement is now in full force and effect, (ii) all obligations of Gramercy under the Reinsurance Agreement are current, save and except the contingent commission payable to Maiden by GoAuto pursuant to the Program Management Agreement or by Citadel pursuant to the Reinsurance Agreement, (iii) no delinquency or default currently exists under the Reinsurance Agreement, and (iv) it is aware of no condition or circumstance which, with passage of time shall become manifest, will constitute a breach of or default under the Reinsurance Agreement.
- C. Maiden hereby confirms to Citadel that as of the date hereof and the Effective Date (i) the Reinsurance Agreement is now in full force and effect, (ii) all obligations of Gramercy under the Reinsurance Agreement are current, save and except the contingent commission payable to Maiden by GoAuto pursuant to the Program Management Agreement or by Citadel pursuant to the Reinsurance Agreement, (iii) no delinquency or default currently exists under the Reinsurance Agreement, and (iv) it is aware of no condition or circumstance which, with passage of time shall become manifest, will constitute a breach of or default under the Reinsurance Agreement.
- D. Each of the Parties hereby agrees to promptly execute and deliver such certificates, instruments and other documents, and take such other actions, as may reasonably be required by law or as may reasonably be requested by any other

Party in order to evidence or give effect to the transactions contemplated by this Novation Agreement.

#### **ARTICLE IV**

##### *CHOICE OF LAW*

This Novation Agreement shall be governed and construed in accordance with the laws of the State of Texas (regardless of the laws that might otherwise govern under applicable principles of conflicts law), and heard in the Receivership Court as to all matters, including, without limitation, matters of validity, construction, effect, performance and remedies.

#### **ARTICLE V**

##### *ENTIRE AGREEMENT*

This Novation Agreement (which includes the Recitals hereto), the Assumption Agreement, and that certain Assignment and Novation Agreement of even date herewith by and among Gramercy, Citadel and GoAuto relating to the Program Management Agreement, represent the entire agreement and understanding among the Parties. No other oral or written agreements or contracts relating to the subject matter hereof currently exist and/or are contemplated.

#### **ARTICLE VI**

##### *COUNTERSIGNATURE*

This Novation Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and facsimile and electronic (in PDF format) copies of this Novation Agreement and signatures hereon shall be authorized and deemed effective.

#### **ARTICLE VII**

##### *CONFLICT*

This Novation Agreement shall be read and considered as an integral part of the Reinsurance Agreement and in the case of any conflict between this Novation Agreement and any part of the Reinsurance Agreement the provisions of this Novation Agreement shall prevail.

[Signature page follows]

**IN WITNESS WHEREOF**, the parties have entered into this Novation Agreement as of the date indicated below.

**Gramercy Insurance Company in Rehabilitation**

By: \_\_\_\_\_  
Ernesto Garza, President  
Resolution Oversight Corporation,  
Special Deputy Receiver

**Citadel Insurance Company**

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

**Maiden Reinsurance Company**

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

**AFFIDAVIT**

STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, appeared Ernesto A. Garza, who after being by me duly sworn, stated the following under oath:

1. "My name is Ernesto A. Garza. I am over the age of eighteen years. I am competent to make this Affidavit. The statements of fact in this Affidavit are true and correct, and are within my personal knowledge.
2. I am President of Resolution Oversight Corporation, the Temporary Special Deputy Receiver of Gramercy Insurance Company ("Gramercy"). I am authorized to make this Affidavit on behalf of the Special Deputy Receiver.
3. I have read the Application to Approve Assumption and Related Novation Agreements (GoAuto) ("*Application*"). I have also read the Exhibits attached and incorporated into the *Application* by reference.
4. Resolution Oversight Corporation ("ROC") has been the Special Deputy Receiver of Gramercy since December 5, 2012. The staff of ROC and the subcontractors engaged on the receivership estate will be collectively referred to as "my staff" herein. My staff has made a diligent review of the records of the receivership estate and those maintained as part of the business of Gramercy by its agents and adjusters concerning the matters at issue in the *Application*, conducted interviews of agents and adjusters, and reported the status of all matters discussed in the *Application* to me. All factual matters contained in *Application* were reported to me by a person on my staff with knowledge of the facts and in my capacity as President of ROC, in the course of ROC's administration of the receivership estate. I have formed and acquired my knowledge from the review of records and resulting status reports from my staff. I have formed my opinion based upon this knowledge.
5. I believe that the assumption price is fair value for Citadel Insurance Company to assume all of Gramercy's obligations under the policies underwritten by GoAuto Management Services, LLC ("GoAuto") pursuant to the Program Management Agreement with GoAuto, and that the related novations of the Program Management Agreement and reinsurance agreements issued to Gramercy by Maiden Insurance Company on the GoAuto policies, novating all obligations of Gramercy under the agreements are in the best interests of the estate, its policyholders and creditors."



6. The Affiant has nothing further to say.

/s/ Ernesto A. Garza  
Ernesto A. Garza

SUBSCRIBED AND SWORN TO BEFORE ME on the 8<sup>th</sup> day of March 2013, by Ernesto A. Garza, on behalf of Resolution Oversight Corporation, Special Deputy Receiver of Financial Insurance Company of America.

/s/ Andra L. Gardner  
Notary Public

My Commission Expires: December 5, 2016