



Cadillac Insurance Company, In Liquidation

30700 Telegraph Road, Suite 4550
Bingham Farms, MI 48025

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

NOTICE OF DETERMINATION

April 16, 2009

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

RE: **CADILLAC INSURANCE COMPANY, IN LIQUIDATION**
CLAIMANT: LOUISIANA INSURANCE GUARANTY ASSOCIATION ("LIGA")
LIQUIDATOR CLAIM NO.: LA 00027

Dear Mr. Wells:

The Receiver of Cadillac Insurance Company, In Liquidation ("Cadillac Estate") is readying the Cadillac Estate for closure. As part of this process, all applicable Insurance Guaranty Associations are being notified of the determined value and class of their claims.

As reflected in periodic reporting, the LIGA is on record with the Cadillac Estate as being "closed", with no open files or outstanding claims or files. Listed below is the determined value of the LIGA's full and final claim for reimbursement of administrative expenses (100%); and losses (prorated % to be determined) in the Cadillac Estate. The full and final determined value of the LIGA's Class 1 claims is set forth below:

CLASS 1 CLAIM:

ADMINISTRATIVE EXPENSE AND LOSS ADJUSTMENT EXPENSE ("Admin Exp.")

LIGA Admin. Exp. Paid 01-02-1990 through 12-31-1997	\$116,082.23
Cadillac Estate Distribution of Admin. Exp.	<u>(\$116,082.23)</u>
Balance of Class 1 Admin.Exp. to LIGA	\$0.00

CLASS 1 CLAIM:

LOSSES

LIGA Losses Paid 01-02-1990 through 12-31-2002	\$1,017,347.00
Losses Recovered	<u>-\$0.00</u>
Balance of Class 1 Losses to LIGA	\$1,017,347.00

RECEIVED
APR 20 2009

Phone: (248) 258-4878

Email: administrator@cadillacreceivership.com

Fax: (248) 258-4997

NOTICE OF DETERMINATION

Written notice of this determination is provided to you or your attorney consistent with Section 500.8139(1) of the Michigan Insurance Code. Within 60 days from the mailing of this notice, you or your attorney may file objections with the Receiver of this determination. Written objections to this Notice of Determination must be filed with the Receiver at the following address:

Cadillac Insurance Company, In Liquidation
30700 Telegraph Road, Suite 4550
Bingham Farms, Michigan 48025

If a filing of objection is not made, you or your attorney shall not further object to this determination.

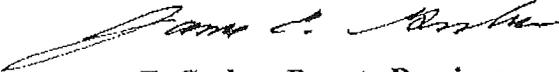
Consistent with Section 500.8139(2) of the Michigan Insurance Code, if objections are filed with the Receiver and the Receiver does not alter his or her denial of the claim as a result of the objections, the Receiver shall ask the court for a hearing as soon as practicable and shall give notice of the hearing by first-class mail to you or your attorney and to any other persons directly affected, not less than 10 nor more than 30 days before the date of the hearing. The matter may be heard by the court or by a court appointed referee who shall submit findings of fact along with his or her recommendation.

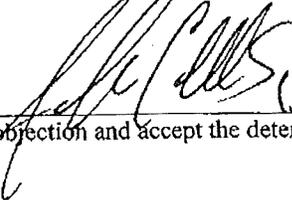
We would like to make distributions in the Cadillac Estate as soon as possible. To assist us in this, it would be very helpful if you would sign the waiver below, and return that signed copy to us, assuming you do not object to our determination. By doing this, we will be able to finalize this claim on our records without waiting for the 60 day objection period to run.

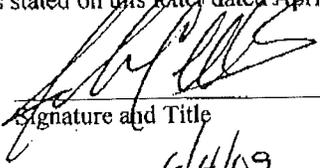
Thanks you for your assistance in this matter.

Sincerely,

CADILLAC INSURANCE COMPANY, IN LIQUIDATION


James E. Gerber, Deputy Receiver

I,  (John C. Wells) representing the Louisiana Insurance Guaranty Association, waive the right to the 60 day objection and accept the determined values as stated on this letter dated April 16, 2009.


Signature and Title

Director of Operations

Dated

6/4/09

EXHIBIT K

MICHIGAN LIFE & HEALTH INSURANCE GUARANTY ASSOCIATION

AGREEMENT FOR DISBURSEMENT OF FUNDS

This Agreement is entered into by and between the MICHIGAN LIFE & HEALTH INSURANCE GUARANTY ASSOCIATION (the "Guaranty Association") and R. Kevin Clinton, the Commissioner of the Office of Financial and Insurance Regulation of the State of Michigan, acting in his capacity as Receiver/Liquidator of Cadillac Insurance Company (the "Liquidator").

On January 2, 1990, Cadillac Insurance Company ("Cadillac") was placed into liquidation by the Ingham County Circuit Court for the State of Michigan, and the Commissioner of Insurance for the State of Michigan was, pursuant to statute, appointed Liquidator of Cadillac.

Pursuant to its obligations under Chapter 79 of the Michigan Insurance Code, MCL 500.7901 et seq., and/or a similar statute in its own state, the Guaranty Association has administered and paid claims on behalf of insureds of the now insolvent Cadillac.

From inception through December 31, 2002, the Guaranty Association has paid administrative expenses in handling claims in the amount of \$20,161.25 and has received \$20,161.25 in prior distributions from the Cadillac estate and other recoveries, leaving \$0.00 in unreimbursed administrative expenses.

From inception through December 31, 2002, the Guaranty Association has paid covered claims (net of recoveries) on behalf of the now insolvent Cadillac in the amount of \$243,868.00, such amount being a preferred claim under MCL 500.7834(1).

Consistent with the above, the Liquidator, on April 16, 2009, sent a Notice of Determination to the Guaranty Association setting forth the final determined value of the Guaranty Association's approved claims for administrative expense and losses. This determination was accepted in writing by the Guaranty Association (*see attached Exhibit A*).

The Liquidator proposes, after reserving amounts necessary for the payment of ongoing administrative expenses of Cadillac, to distribute to all guaranty funds 100% of the final determined and approved value of all incurred and unpaid administrative expense claims.

The Liquidator proposes, after reserving amounts necessary for payment of all administrative expenses, to distribute to preferred claimants under MCL 500.7834(1), a 50% pro-rata share, as partial payment, of each preferred claimant's final determined and approved loss claim through September 30, 2010.

THEREFORE, in consideration of the uncertainties in determining with finality the obligations of the Liquidator and the Liquidator's agreement at this time to distribute to the Guaranty Association, pursuant to Sections 7824, 7832, and 7834(1) of the Michigan Insurance Code, MCL 500.7824, 500.7832, 500.7843(1), \$0.00 for reasonable expenses in handling claims, and \$121,934.00 for covered claims, for a total payment of \$121,934.00, the Guaranty Association agrees:

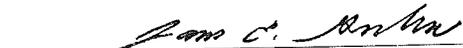
1. To return to the Liquidator of Cadillac such amounts, together with income hereafter earned on them, as the Liquidator, in his sole discretion, determines may be required to pay expenses or claims with equal or higher priority for payment under former Chapter 78 of the Michigan Insurance Code.
2. In the event a claim is made against the Liquidator of Cadillac, his successor and/or the representatives of either of them pursuant to 31 U.S.C. § 3713 for any tax liability arising from the liquidation, to indemnify and hold harmless the Liquidator, his successors and/or the representatives of either of them as the Liquidator deems necessary for all costs, including, but not limited to, taxes, interest and penalties incurred in connection with such claim, up to the amount of any distributions made to the Guaranty Association, together with income earned thereon, to the extent that funds from the assets of the Cadillac estate are unavailable to pay these costs. With the approval of the Court that appointed the Liquidator, the Liquidator, his successors and/or the representatives of either of them shall have the authority to settle any such claim under 31 U.S. C. § 3713, and the costs of such settlement shall be included in the amount to be paid by the Guaranty Association up to the amount of the funds transferred to the Guaranty Association, together with income earned thereon, and to the extent that funds from the assets of the Cadillac estate are unavailable to pay these costs.

3. To make a report to the Liquidator, upon request of the Liquidator, accounting for assets disbursed to the Guaranty Association, all disbursements made from the assets, interest earned by the Guaranty Association on the assets, and any other matters as the Court may direct.

4. If any legal action is necessary to enforce this Agreement, the Guaranty Association agrees that such action shall be commenced in the liquidation proceedings involving Cadillac, now pending in the Circuit Court for the County of Ingham, State of Michigan, Case No. 89-64126-CR, and the Liquidator shall be entitled to recovery of reasonable attorneys' fees and expenses from the Guaranty Association in enforcing its rights hereunder.

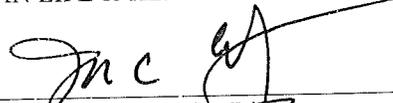
This Agreement is conditioned upon the approval of the Ingham County Circuit Court. Unless and until the Court enters a written Order approving this Agreement and authorizing its implementation, neither the Guaranty Association nor the Liquidator shall have any obligation(s) arising under this Agreement.

R. Kevin Clinton, Liquidator of
CADILLAC INSURANCE COMPANY

BY: 
James E. Gerber, Deputy Receiver

DATED: 6/2/2011

MICHIGAN LIFE & HEALTH INSURANCE GUARANTY ASSOCIATION

BY: 
John Colpean, Executive Director
COUNSELOR

DATED: 6-7-11



Cadillac Insurance Company, In Liquidation

30700 Telegraph Road, Suite 4550
Bingham Farms, MI 48025

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

NOTICE OF DETERMINATION

April 16, 2009

Mr. John Colpean, Executive Director
Michigan Life & Health Insurance Guaranty Association
1640 Haslett Road, Suite 160
Haslett, MI 48840-8683

RE: **CADILLAC INSURANCE COMPANY, IN LIQUIDATION**
CLAIMANT: MICHIGAN LIFE & HEALTH INSURANCE GUARANTY ASSOCIATION (“MLHIGA”)
LIQUIDATOR CLAIM NO.: MI 03604

Dear Mr. Colpean:

The Receiver of Cadillac Insurance Company, In Liquidation (“Cadillac Estate”) is readying the Cadillac Estate for closure. As part of this process, all applicable Insurance Guaranty Associations are being notified of the determined value and class of their claims.

As reflected in periodic reporting, the MLHIGA is on record with the Cadillac Estate as being “closed”, with no open files or outstanding claims or files. Listed below is the determined value of the MLHIGA’s full and final claim for reimbursement of administrative expenses (100%); and losses (prorated % to be determined) in the Cadillac Estate. The full and final determined value of the MLHIGA’s Class 1 claims is set forth below:

CLASS 1 CLAIM:

ADMINISTRATIVE EXPENSE AND LOSS ADJUSTMENT EXPENSE (“Admin Exp.”)

MLHIGA Admin. Exp. Paid 01-02-1990 through 12-31-2002	\$20,161.25
Cadillac Estate Distribution of Admin Exp.	<u>(\$20,161.25)</u>
Balance of Class 1 Admin.Exp. to MLHIGA	\$0.00

CLASS 1 CLAIM:

LOSSES

MLHIGA Losses Paid 01-02-1990 through 12-31-2002	\$243,868.00
Losses Recovered	<u>0.00</u>
Balance of Class 1 Losses to MLHIGA	\$243,868.00

NOTICE OF DETERMINATION

Written notice of this determination is provided to you or your attorney consistent with Section 500.8139(1) of the Michigan Insurance Code. Within 60 days from the mailing of this notice, you or your attorney may file objections with the Receiver of this determination. Written objections to this Notice of Determination must be filed with the Receiver at the following address:

Cadillac Insurance Company, In Liquidation
30700 Telegraph Road, Suite 4550
Bingham Farms, Michigan 48025

If a filing of objection is not made, you or your attorney shall not further object to this determination.

Consistent with Section 500.8139(2) of the Michigan Insurance Code, if objections are filed with the Receiver and the Receiver does not alter his or her denial of the claim as a result of the objections, the Receiver shall ask the court for a hearing as soon as practicable and shall give notice of the hearing by first-class mail to you or your attorney and to any other persons directly affected, not less than 10 nor more than 30 days before the date of the hearing. The matter may be heard by the court or by a court appointed referee who shall submit findings of fact along with his or her recommendation.

We would like to make distributions in the Cadillac Estate as soon as possible. To assist us in this, it would be very helpful if you would sign the waiver below, and return that signed copy to us, assuming you do not object to our determination. By doing this, we will be able to finalize this claim on our records without waiting for the 60 day objection period to run.

Thanks you for your assistance in this matter.

Sincerely,

CADILLAC INSURANCE COMPANY, IN LIQUIDATION



James E. Gerber, Deputy Receiver

I, JOHN C. COLPERAN representing the Michigan Life & Health Insurance Guaranty Association, waive the right to the 60-day objection and accept the determined values as stated on this letter dated April 16, 2009.

 **COUNSEL**
Signature and Title

6-2-09
Dated

EXHIBIT L

**MICHIGAN PROPERTY & CASUALTY INSURANCE GUARANTY
ASSOCIATION**

AGREEMENT FOR DISBURSEMENT OF FUNDS

This Agreement is entered into by and between the Michigan Property & Casualty Guaranty Association, (the "MPCGA") and R. Kevin Clinton, the Commissioner of the Office of Financial and Insurance Regulation of the State of Michigan, acting in his capacity as Receiver/Liquidator of Cadillac Insurance Company, (the "Liquidator").

On January 2, 1990, Cadillac Insurance Company ("Cadillac") was placed into liquidation by the Ingham County Circuit Court for the State of Michigan, and the Commissioner of Insurance for the State of Michigan was, pursuant to statute, appointed Liquidator of Cadillac.

Pursuant to its obligations under Chapter 79 of the Michigan Insurance Code MCL 500.7901 et seq., the MPCGA has administered and paid claims on behalf of insureds of the now insolvent Cadillac.

From inception through September 30, 2010, the MPCGA has paid administrative expenses in handling claims in the amount of \$6,602,389.00 and has received \$4,963,527.00 in prior distributions from Cadillac, and other recoveries by the MPCGA of \$86,403.00 leaving \$1,552,459.00 in unreimbursed administrative expenses, outstanding administrative expense reserve of \$108,986.00 and future administrative expense reserve of \$750,000.00 for a total of \$2,411,445.00 for the period January 1, 2003 through September 30, 2010;

From inception through September 30, 2010, the MPCGA handled and paid covered claims on behalf of the now insolvent Cadillac in the amount of \$9,553,468.00 net of loss recoveries by the MPCGA; and, has outstanding loss reserves in the amount of \$1,215,549.00. This total amount of \$10,769,017.00 is a preferred claim under MCL 500.7834(1);

Consistent with the above, the Liquidator, on October 18, 2010, sent a Notice of Determination to the MPCGA setting forth the final determined value of the MPCGA's approved claims for Administrative Expense and Losses. This determination was accepted in writing on October 18, 2010 by the MPCGA. (See attached Exhibit A);

The Liquidator proposes, after reserving amounts necessary for the payment of ongoing administrative expenses of Cadillac, to distribute to the MPCGA 100% of the final determined and approved value of the administrative expense claim inclusive of future administrative expense and outstanding administrative expense reserves through September 30, 2010; and

The Liquidator proposes, after reserving amounts necessary for payment of all administrative expenses to distribute to preferred claimants under MCL 500.7834(1), a 50% pro-rata share, as partial payment, of the final determined and approved value to the MPCGA for its loss claim inclusive of outstanding loss reserves, through September 30, 2010;

THEREFORE, in consideration of the uncertainties in determining with finality the obligations of the Liquidator and the Liquidator's agreement at this time to distribute to the MPCGA, pursuant to Sections 7824, 7832, and 7834(1) of the Michigan Insurance Code, MCL 500.7824, 500.7832, 500.7843 (1) \$2,411,445.00 for reasonable expenses in handling claims, and \$5,384,508.50 for covered claims, for a total payment of \$7,795,953.50, the MPCGA agrees:

1. To return to the Liquidator of Cadillac such amounts, together with income hereafter earned on them, as the Liquidator, in his sole discretion, determines may be required to pay expenses or claims with equal or higher priority for payment under former Chapter 78 of the Michigan Insurance Code.

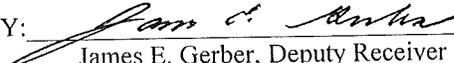
2. In the event a claim is made against the Liquidator of Cadillac, his successor and/or the representatives of either of them pursuant to 31 U.S.C. 3713 for any tax liability arising from the liquidation, agree to indemnify and hold harmless the Liquidator, his successors and/or the representatives of either of them as the Liquidator deems necessary for all costs, including, but not limited to, taxes, interest and penalties incurred in connection with such claim, up to the amount of any distributions made to the MPCGA, together with income earned thereon, to the extent that funds from the assets of the Cadillac estate are unavailable to pay these costs. With the approval of the Court that appointed the Liquidator, the Liquidator, his successors and/or the representatives of either of them shall have the authority to settle any such claim under 31 U.S. C. 3713, and the costs of such settlement shall be included in the amount to be paid by the MPCGA up to the amount of the funds transferred to the MPCGA, together with income earned thereon, and to the extent that funds for the assets of the Cadillac estate are unavailable to pay these costs.

3. To make a report to the Liquidator, upon request of the Liquidator, accounting for assets disbursed to the MPCGA, all disbursements made from the assets, interest earned by the MPCGA on the assets, and any other matters as the Court may direct.

4. If any legal action is necessary to enforce this Agreement, the MPCGA agrees that such action shall be commenced in the liquidation proceedings involving Cadillac, now pending in the Circuit Court for the County of Ingham, State of Michigan, Case No. 89-64126-CR, and the Liquidator shall be entitled to recovery of reasonable attorneys' fees and expenses from the MPCGA in enforcing its rights hereunder.

This Agreement is conditioned upon the approval of the Ingham County Circuit Court. Unless and until the Court enters a written Order approving this Agreement and authorizing its implementation, neither the MPCGA nor the Liquidator shall have any obligation(s) arising under this Agreement.

R. Kevin Clinton, Liquidator of
CADILLAC INSURANCE COMPANY

BY: 
James E. Gerber, Deputy Receiver

DATED: 6/12/2011

MICHIGAN PROPERTY & CASUALTY GUARANTY ASSOCIATION

BY: 
Thomas Kujawa, Executive Director

DATED: 6-8-2011



CADILLAC INSURANCE COMPANY, IN LIQUIDATION
 30800 TELEGRAPH ROAD, SUITE 1705 – BINGHAM FARMS, MICHIGAN 48025
 CALL-248.258.4878 EMAIL – administrator@cadillacreceivership.com

VIA EMAIL

NOTICE OF DETERMINATION
REVISED

October 18, 2010

Mr. Thomas Kujawa, Executive Director
 MICHIGAN PROPERTY & CASUALTY GUARANTY ASSOCIATION
 Post Office Box 531266
 Livonia, Mi 48153-1266

RE: CADILLAC INSURANCE COMPANY, IN LIQUIDATION
CLAIMANT: MICHIGAN PROPERTY & CASUALTY GUARANTY ASSOCIATION
LIQUIDATION POC NO.: MI 03605

Dear Mr. Kujawa:

The Receiver of Cadillac Insurance Company, In Liquidation (“Cadillac Estate”) is readying the Cadillac Estate for closure. As part of this process, all applicable Insurance Guaranty Associations are being notified of the determined value and class of their claims.

As reflected in periodic reporting, the MICHIGAN PROPERTY & CASUALTY GUARANTY ASSOCIATION (“MPCGA”) continues to process claims of the Cadillac Estate. Listed below is the determined value of the MPCGA’S full and final claim for reimbursement of administrative expenses (100%); and losses (prorated % to be determined) in the Cadillac Estate as of September 30, 2010. The full and final determined value of the MPCGA’s Class 1 claims is set forth below:

CLASS 1 CLAIM:

ADMINISTRATIVE EXPENSE AND LOSS ADJUSTMENT EXPENSE (“Admin Exp.”)

MPCGA Admin. Exp. Paid 01-02-1990 through 09-30-2010	\$6,602,389.00
MPCGA Recovery	(86,403.00)
Cadillac Estate Distribution of Admin. Exp.	(4,963,527.00)
Outstanding Reserve	108,986.00
Future Admin. Exp.	<u>750,000.00</u>
Balance of Class 1 Admin.Exp. to MPCGA	\$2,411,445.00

CLASS 1 CLAIM:

LOSSES

MPCGA net Losses Paid 01-02-1990 through 09-30-2010	\$41,369,315.00
Losses Recovered	(31,815,847.00)
O/S net Reserve	<u>1,215,549.00</u>
Balance of Class 1 Losses to MPCGA	\$10,769,017.00

October 18, 2010

NOTICE OF DETERMINATION
REVISED

Written notice of this determination is provided to you or your attorney consistent with Section 500.8139(1) of the Michigan Insurance Code. Within 60 days from the mailing of this notice, you or your attorney may file objections with the Receiver of this determination. Written objections to this Notice of Determination must be filed with the Receiver at the following address:

Cadillac Insurance Company, In Liquidation
30700 Telegraph Road, Suite 4550
Bingham Farms, Michigan 48025

If a filing of objection is not made, you or your attorney shall not further object to this determination.

Consistent with Section 500.8139(2) of the Michigan Insurance Code, if objections are filed with the Receiver and the Receiver does not alter his or her denial of the claim as a result of the objections, the Receiver shall ask the court for a hearing as soon as practicable and shall give notice of the hearing by first-class mail to you or your attorney and to any other persons directly affected, not less than 10 nor more than 30 days before the date of the hearing. The matter may be heard by the court or by a court appointed referee who shall submit findings of fact along with his or her recommendation.

We would like to make distributions in the Cadillac Estate as soon as possible. To assist us in this, it would be very helpful if you would sign the waiver below on the second copy of this letter enclosed, and return that signed copy to us, assuming you do not object to our determination. By doing this, we will be able to finalize this claim on our records without waiting for the 60 day objection period to run.

Thanks you for your assistance in this matter

Sincerely,

CADILLAC INSURANCE COMPANY, IN LIQUIDATION



James E. Gerber, Deputy Receiver

I, Thomas R. Kuttma A representing the Michigan Property & Casualty Guaranty Association, waive the right to the 60-day objection and accept the determined values as stated on this letter dated October 18, 2010.

Thomas R. Kuttma, Executive Director
Signature and Title

October 18, 2010
Date

EXHIBIT M

MISSISSIPPI INSURANCE GUARANTY ASSOCIATION

AGREEMENT FOR DISBURSEMENT OF FUNDS

This Agreement is entered into by and between the MISSISSIPPI INSURANCE GUARANTY ASSOCIATION (the "Guaranty Association") and R. Kevin Clinton, the Commissioner of the Office of Financial and Insurance Regulation of the State of Michigan, acting in his capacity as Receiver/Liquidator of Cadillac Insurance Company (the "Liquidator").

On January 2, 1990, Cadillac Insurance Company ("Cadillac") was placed into liquidation by the Ingham County Circuit Court for the State of Michigan, and the Commissioner of Insurance for the State of Michigan was, pursuant to statute, appointed Liquidator of Cadillac.

Pursuant to its obligations under Chapter 79 of the Michigan Insurance Code, MCL 500.7901 et seq., and/or a similar statute in its own state, the Guaranty Association has administered and paid claims on behalf of insureds of the now insolvent Cadillac.

From inception through December 31, 2007, the Guaranty Association has paid administrative expenses in handling claims in the amount of \$53,526.00 and has received \$53,526.00 in prior distributions from the Cadillac estate and other recoveries, leaving \$0.00 in unreimbursed administrative expenses.

From inception through December 31, 2007, the Guaranty Association has paid covered claims on behalf of the now insolvent Cadillac in the amount of \$58,173.00, such amount being a preferred claim under MCL 500.7834(1).

Consistent with the above, the Liquidator, on April 16, 2009, sent a Notice of Determination to the Guaranty Association setting forth the final determined value of the Guaranty Association's approved claims for administrative expense and losses. This determination was accepted in writing by the Guaranty Association (see attached Exhibit A).

The Liquidator proposes, after reserving amounts necessary for the payment of ongoing administrative expenses of Cadillac, to distribute to all guaranty funds 100% of the final determined and approved value of all incurred and unpaid administrative expense claims.

The Liquidator proposes, after reserving amounts necessary for payment of all administrative expenses, to distribute to preferred claimants under MCL 500.7834(1), a 50% pro-rata share, as partial payment, of each preferred claimant's final determined and approved loss claim through September 30, 2010.

THEREFORE, in consideration of the uncertainties in determining with finality the obligations of the Liquidator and the Liquidator's agreement at this time to distribute to the Guaranty Association, pursuant to Sections 7824, 7832, and 7834(1) of the Michigan Insurance Code, MCL 500.7824, 500.7832, 500.7843(1), \$0.00 for reasonable expenses in handling claims, and \$29,086.50 for covered claims, for a total payment of \$29,086.50, the Guaranty Association agrees:

1. To return to the Liquidator of Cadillac such amounts, together with income hereafter earned on them, as the Liquidator, in his sole discretion, determines may be required to pay expenses or claims with equal or higher priority for payment under former Chapter 78 of the Michigan Insurance Code.

2. In the event a claim is made against the Liquidator of Cadillac, his successor and/or the representatives of either of them pursuant to 31 U.S.C. § 3713 for any tax liability arising from the liquidation, to indemnify and hold harmless the Liquidator, his successors and/or the representatives of either of them as the Liquidator deems necessary for all costs, including, but not limited to, taxes, interest and penalties incurred in connection with such claim, up to the amount of any distributions made to the Guaranty Association, together with income earned thereon, to the extent that funds from the assets of the Cadillac estate are unavailable to pay these costs. With the approval of the Court that appointed the Liquidator, the Liquidator, his successors and/or the representatives of either of them shall have the authority to settle any such claim under 31 U.S. C. § 3713, and the costs of such settlement shall be included in the amount to be paid by the Guaranty Association up to the amount of the funds transferred to the Guaranty Association, together with income earned thereon, and to the extent that funds from the assets of the Cadillac estate are unavailable to pay these costs.

3. To make a report to the Liquidator, upon request of the Liquidator, accounting for assets disbursed to the Guaranty Association, all disbursements made from the assets, interest earned by the Guaranty Association on the assets, and any other matters as the Court may direct.

4. If any legal action is necessary to enforce this Agreement, the Guaranty Association agrees that such action shall be commenced in the liquidation proceedings involving Cadillac, now pending in the Circuit Court for the County of Ingham, State of Michigan, Case No. 89-64126-CR, and the Liquidator shall be entitled to recovery of reasonable attorneys' fees and expenses from the Guaranty Association in enforcing its rights hereunder.

This Agreement is conditioned upon the approval of the Ingham County Circuit Court. Unless and until the Court enters a written Order approving this Agreement and authorizing its implementation, neither the Guaranty Association nor the Liquidator shall have any obligation(s) arising under this Agreement.

R. Kevin Clinton, Liquidator of
CADILLAC INSURANCE COMPANY

BY: *James E. Gerber*
James E. Gerber, Deputy Receiver

DATED: 6/2/2011

MISSISSIPPI INSURANCE GUARANTY ASSOCIATION

BY: *Arthur Russell*
Arthur Russell, Executive Director

DATED: 6/6/11

VIA CERTIFIED MAIL -- RETURN RECEIPT REQUESTED

NOTICE OF DETERMINATION

April 16, 2009

Mr. John Weeks, Executive Director
Mississippi Insurance Guaranty Association
Suite 401, 713 South Pear Orchard Road
Ridgeland, MS 39157-5004

RE: **CADILLAC INSURANCE COMPANY, IN LIQUIDATION**
CLAIMANT: MISSISSIPPI INSURANCE GUARANTY ASSOCIATION ("MIGA")

9

Dear Mr. Weeks:

The Receiver of Cadillac Insurance Company, In Liquidation ("Cadillac Estate") is readying the Cadillac Estate for closure. As part of this process, all applicable Insurance Guaranty Associations are being notified of the determined value and class of their claims.

As reflected in periodic reporting, the MIGA is on record with the Cadillac Estate as being "closed", with no open files or outstanding claims or files. Listed below is the determined value of the MIGA's full and final claim for reimbursement of administrative expenses (100%); and losses (prorated % to be determined) in the Cadillac Estate. The full and final determined value of the MIGA's Class 1 claims is set forth below:

CLASS 1 CLAIM:

ADMINISTRATIVE EXPENSE AND LOSS ADJUSTMENT EXPENSE ("Admin Exp.")

MIGA Admin. Exp. Paid 01-02-1990 through 12-31-2007	\$ 53,526.00
Cadillac Estate Distribution of Admin. Exp.	<u>(\$ 53,526.00)</u>
Balance of Class 1 Admin.Exp. to MIGA	\$0.00

CLASS 1 CLAIM:

LOSSES

MIGA Losses Paid 01-02-1990 through 12-31-2007	\$ 58,173.00
Losses Recovered	<u>\$0.00</u>
Balance of Class 1 Losses to MIGA	\$ 58,173.00

April 16, 2009

NOTICE OF DETERMINATION

Written notice of this determination is provided to you or your attorney consistent with Section 500.8139(1) of the Michigan Insurance Code. Within 60 days from the mailing of this notice, you or your attorney may file objections with the Receiver of this determination. Written objections to this Notice of Determination must be filed with the Receiver at the following address:

Cadillac Insurance Company, In Liquidation
30700 Telegraph Road, Suite 4550
Bingham Farms, Michigan 48025

If a filing of objection is not made, you or your attorney shall not further object to this determination.

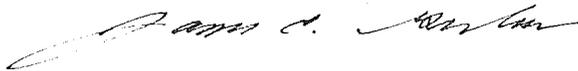
Consistent with Section 500.8139(2) of the Michigan Insurance Code, if objections are filed with the Receiver and the Receiver does not alter his or her denial of the claim as a result of the objections, the Receiver shall ask the court for a hearing as soon as practicable and shall give notice of the hearing by first-class mail to you or your attorney and to any other persons directly affected, not less than 10 nor more than 30 days before the date of the hearing. The matter may be heard by the court or by a court appointed referee who shall submit findings of fact along with his or her recommendation.

We would like to make distributions in the Cadillac Estate as soon as possible. To assist us in this, it would be very helpful if you would sign the waiver below, and return that signed copy to us, assuming you do not object to our determination. By doing this, we will be able to finalize this claim on our records without waiting for the 60 day objection period to run.

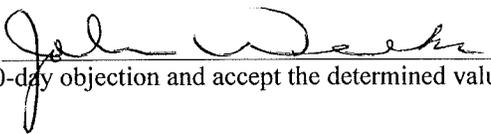
Thanks you for your assistance in this matter.

Sincerely,

CADILLAC INSURANCE COMPANY, IN LIQUIDATION



James E. Gerber, Deputy Receiver

I,  representing the Mississippi Insurance Guaranty Association, waive the right to the 60-day objection and accept the determined values as stated on this letter dated April 16, 2009.


Signature and Title

4-21-09
Dated

EXHIBIT N

NEVADA INSURANCE GUARANTY ASSOCIATION

AGREEMENT FOR DISBURSEMENT OF FUNDS

This Agreement is entered into by and between the NEVADA INSURANCE GUARANTY ASSOCIATION (the "Guaranty Association") and R. Kevin Clinton, the Commissioner of the Office of Financial and Insurance Regulation of the State of Michigan, acting in his capacity as Receiver/Liquidator of Cadillac Insurance Company (the "Liquidator").

On January 2, 1990, Cadillac Insurance Company ("Cadillac") was placed into liquidation by the Ingham County Circuit Court for the State of Michigan, and the Commissioner of Insurance for the State of Michigan was, pursuant to statute, appointed Liquidator of Cadillac.

Pursuant to its obligations under Chapter 79 of the Michigan Insurance Code, MCL 500.7901 et seq., and/or a similar statute in its own state, the Guaranty Association has administered and paid claims on behalf of insureds of the now insolvent Cadillac.

From inception through December 31, 2002, the Guaranty Association has paid administrative expenses in handling claims in the amount of \$72,077.00 and has received \$72,077.00 in prior distributions from the Cadillac estate and other recoveries, leaving \$0.00 in unreimbursed administrative expenses.

From inception through December 31, 2002, the Guaranty Association has paid covered claims on behalf of the now insolvent Cadillac in the amount of \$19,243.00, such amount being a preferred claim under MCL 500.7834(1).

Consistent with the above, the Liquidator, on April 16, 2009, sent a Notice of Determination to the Guaranty Association setting forth the final determined value of the Guaranty Association's approved claims for administrative expense and losses. This determination was accepted in writing by the Guaranty Association (*see* attached Exhibit A).

JUN 06 2011

The Liquidator proposes, after reserving amounts necessary for the payment of ongoing administrative expenses of Cadillac, to distribute to all guaranty funds 100% of the final determined and approved value of all incurred and unpaid administrative expense claims.

The Liquidator proposes, after reserving amounts necessary for payment of all administrative expenses, to distribute to preferred claimants under MCL 500.7834(1), a 50% pro-rata share, as partial payment, of each preferred claimant's final determined and approved loss claim through September 30, 2010.

THEREFORE, in consideration of the uncertainties in determining with finality the obligations of the Liquidator and the Liquidator's agreement at this time to distribute to the Guaranty Association, pursuant to Sections 7824, 7832, and 7834(1) of the Michigan Insurance Code, MCL 500.7824, 500.7832, 500.7843(1), \$0.00 for reasonable expenses in handling claims, and \$9,621.50 for covered claims, for a total payment of \$9,621.50, the Guaranty Association agrees:

1. To return to the Liquidator of Cadillac such amounts, together with income hereafter earned on them, as the Liquidator, in his sole discretion, determines may be required to pay expenses or claims with equal or higher priority for payment under former Chapter 78 of the Michigan Insurance Code.

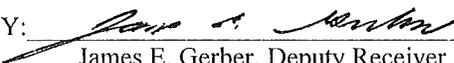
2. In the event a claim is made against the Liquidator of Cadillac, his successor and/or the representatives of either of them pursuant to 31 U.S.C. § 3713 for any tax liability arising from the liquidation, to indemnify and hold harmless the Liquidator, his successors and/or the representatives of either of them as the Liquidator deems necessary for all costs, including, but not limited to, taxes, interest and penalties incurred in connection with such claim, up to the amount of any distributions made to the Guaranty Association, together with income earned thereon, to the extent that funds from the assets of the Cadillac estate are unavailable to pay these costs. With the approval of the Court that appointed the Liquidator, the Liquidator, his successors and/or the representatives of either of them shall have the authority to settle any such claim under 31 U.S. C. § 3713, and the costs of such settlement shall be included in the amount to be paid by the Guaranty Association up to the amount of the funds transferred to the Guaranty Association, together with income earned thereon, and to the extent that funds from the assets of the Cadillac estate are unavailable to pay these costs.

3. To make a report to the Liquidator, upon request of the Liquidator, accounting for assets disbursed to the Guaranty Association, all disbursements made from the assets, interest earned by the Guaranty Association on the assets, and any other matters as the Court may direct.

4. If any legal action is necessary to enforce this Agreement, the Guaranty Association agrees that such action shall be commenced in the liquidation proceedings involving Cadillac, now pending in the Circuit Court for the County of Ingham, State of Michigan, Case No. 89-64126-CR, and the Liquidator shall be entitled to recovery of reasonable attorneys' fees and expenses from the Guaranty Association in enforcing its rights hereunder.

This Agreement is conditioned upon the approval of the Ingham County Circuit Court. Unless and until the Court enters a written Order approving this Agreement and authorizing its implementation, neither the Guaranty Association nor the Liquidator shall have any obligation(s) arising under this Agreement.

R. Kevin Clinton, Liquidator of
CADILLAC INSURANCE COMPANY

BY: 
James E. Gerber, Deputy Receiver

DATED: 6/2/2011

NEVADA INSURANCE GUARANTY ASSOCIATION

BY: 
Bruce W. Gilbert, Executive Director

DATED: 6/7/2011



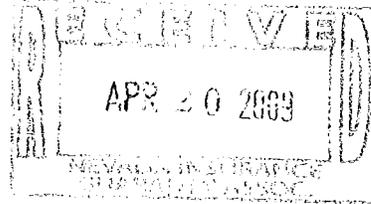
Cadillac Insurance Company, In Liquidation

30700 Telegraph Road, Suite 4550
Bingham Farms, MI 48025

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

NOTICE OF DETERMINATION

April 16, 2009



Mr. Bruce W. Gilbert, Executive Director
Nevada Insurance Guaranty Association
Suite 100, 3821 Charleston Boulevard
Las Vegas, NV 89102-1859

RE: CADILLAC INSURANCE COMPANY, IN LIQUIDATION
CLAIMANT: NEVADA INSURANCE GUARANTY ASSOCIATION (“NIGA”)
LIQUIDATION POC NO.: NV 00007

Dear Mr. Gilbert:

The Receiver of Cadillac Insurance Company, In Liquidation (“Cadillac Estate”) is readying the Cadillac Estate for closure. As part of this process, all applicable Insurance Guaranty Associations are being notified of the determined value and class of their claims.

As reflected in periodic reporting, the NIGA is on record with the Cadillac Estate as being “closed”, with no open files or outstanding claims or files. Listed below is the determined value of the NIGA’s full and final claim for reimbursement of administrative expenses (100%); and losses (prorated % to be determined) in the Cadillac Estate. The full and final determined value of the NIGA’s Class 1 claims is set forth below:

CLASS 1 CLAIM:

ADMINISTRATIVE EXPENSE AND LOSS ADJUSTMENT EXPENSE (“Admin Exp.”)

NIGA Admin. Exp. Paid 01-02-1990 through 12-31-2002	\$ 72,077.00
Cadillac Estate Distribution of Admin. Exp.	<u>(\$ 72,077.00)</u>
Balance of Class 1 Admin.Exp. to NIGA	\$0.00

CLASS 1 CLAIM:

LOSSES

NIGA Losses Paid 01-02-1990 through 12-31-2002	\$ 19,243.00
Losses Recovered	<u>\$0.00</u>
Balance of Class 1 Losses to NIGA	\$ 19,243.00

NOTICE OF DETERMINATION

Written notice of this determination is provided to you or your attorney consistent with Section 500.8139(1) of the Michigan Insurance Code. Within 60 days from the mailing of this notice, you or your attorney may file objections with the Receiver of this determination. Written objections to this Notice of Determination must be filed with the Receiver at the following address:

Cadillac Insurance Company, In Liquidation
30700 Telegraph Road, Suite 4550
Bingham Farms, Michigan 48025

If a filing of objection is not made, you or your attorney shall not further object to this determination.

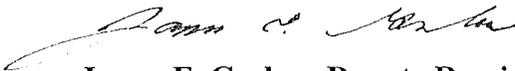
Consistent with Section 500.8139(2) of the Michigan Insurance Code, if objections are filed with the Receiver and the Receiver does not alter his or her denial of the claim as a result of the objections, the Receiver shall ask the court for a hearing as soon as practicable and shall give notice of the hearing by first-class mail to you or your attorney and to any other persons directly affected, not less than 10 nor more than 30 days before the date of the hearing. The matter may be heard by the court or by a court appointed referee who shall submit findings of fact along with his or her recommendation.

We would like to make distributions in the Cadillac Estate as soon as possible. To assist us in this, it would be very helpful if you would sign the waiver below, and return that signed copy to us, assuming you do not object to our determination. By doing this, we will be able to finalize this claim on our records without waiting for the 60 day objection period to run.

Thanks you for your assistance in this matter.

Sincerely,

CADILLAC INSURANCE COMPANY, IN LIQUIDATION



James E. Gerber, Deputy Receiver

I, Bruce W. Gilbert representing the Nevada Insurance Guaranty Association, waive the right to the 60-day objection and accept the determined values as stated on this letter dated April 16, 2009.

Bruce W. Gilbert, Executive Director
Signature and Title

4/27/09
Dated

EXHIBIT O

OHIO LIFE & HEALTH INSURANCE GUARANTY ASSOCIATION

AGREEMENT FOR DISBURSEMENT OF FUNDS

This Agreement is entered into by and between the OHIO LIFE & HEALTH INSURANCE GUARANTY ASSOCIATION (the "Guaranty Association") and R. Kevin Clinton, the Commissioner of the Office of Financial and Insurance Regulation of the State of Michigan, acting in his capacity as Receiver/Liquidator of Cadillac Insurance Company (the "Liquidator").

On January 2, 1990, Cadillac Insurance Company ("Cadillac") was placed into liquidation by the Ingham County Circuit Court for the State of Michigan, and the Commissioner of Insurance for the State of Michigan was, pursuant to statute, appointed Liquidator of Cadillac.

Pursuant to its obligations under Chapter 79 of the Michigan Insurance Code, MCL 500.7901 et seq., and/or a similar statute in its own state, the Guaranty Association has administered and paid claims on behalf of insureds of the now insolvent Cadillac.

From inception through December 31, 2002, the Guaranty Association has paid administrative expenses in handling claims in the amount of \$151,184.88 and has received \$151,184.88 in prior distributions from the Cadillac estate and other recoveries, leaving \$0.00 in unreimbursed administrative expenses.

From inception through December 31, 2002, the Guaranty Association has paid covered claims (net of recoveries) on behalf of the now insolvent Cadillac in the amount of 458,422.00, such amount being a preferred claim under MCL 500.7834(1).

Consistent with the above, the Liquidator, on April 16, 2009, sent a Notice of Determination to the Guaranty Association setting forth the final determined value of the Guaranty Association's approved claims for administrative expense and losses. This determination was accepted in writing by the Guaranty Association (*see* attached Exhibit A).

The Liquidator proposes, after reserving amounts necessary for the payment of ongoing administrative expenses of Cadillac, to distribute to all guaranty funds 100% of the final determined and approved value of all incurred and unpaid administrative expense claims.

The Liquidator proposes, after reserving amounts necessary for payment of all administrative expenses, to distribute to preferred claimants under MCL 500.7834(1), a 50% pro-rata share, as partial payment, of each preferred claimant's final determined and approved loss claim through September 30, 2010.

THEREFORE, in consideration of the uncertainties in determining with finality the obligations of the Liquidator and the Liquidator's agreement at this time to distribute to the Guaranty Association, pursuant to Sections 7824, 7832, and 7834(1) of the Michigan Insurance Code, MCL 500.7824, 500.7832, 500.7843(1), \$0.00 for reasonable expenses in handling claims, and \$229,211.00 for covered claims, for a total payment of \$229,211.00, the Guaranty Association agrees:

1. To return to the Liquidator of Cadillac such amounts, together with income hereafter earned on them, as the Liquidator, in his sole discretion, determines may be required to pay expenses or claims with equal or higher priority for payment under former Chapter 78 of the Michigan Insurance Code.

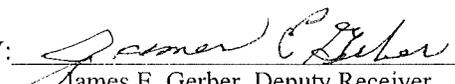
2. In the event a claim is made against the Liquidator of Cadillac, his successor and/or the representatives of either of them pursuant to 31 U.S.C. § 3713 for any tax liability arising from the liquidation, to indemnify and hold harmless the Liquidator, his successors and/or the representatives of either of them as the Liquidator deems necessary for all costs, including, but not limited to, taxes, interest and penalties incurred in connection with such claim, up to the amount of any distributions made to the Guaranty Association, together with income earned thereon, to the extent that funds from the assets of the Cadillac estate are unavailable to pay these costs. With the approval of the Court that appointed the Liquidator, the Liquidator, his successors and/or the representatives of either of them shall have the authority to settle any such claim under 31 U.S. C. § 3713, and the costs of such settlement shall be included in the amount to be paid by the Guaranty Association up to the amount of the funds transferred to the Guaranty Association, together with income earned thereon, and to the extent that funds from the assets of the Cadillac estate are unavailable to pay these costs.

3. To make a report to the Liquidator, upon request of the Liquidator, accounting for assets disbursed to the Guaranty Association, all disbursements made from the assets, interest earned by the Guaranty Association on the assets, and any other matters as the Court may direct.

4. If any legal action is necessary to enforce this Agreement, the Guaranty Association agrees that such action shall be commenced in the liquidation proceedings involving Cadillac, now pending in the Circuit Court for the County of Ingham, State of Michigan, Case No. 89-64126-CR, and the Liquidator shall be entitled to recovery of reasonable attorneys' fees and expenses from the Guaranty Association in enforcing its rights hereunder.

This Agreement is conditioned upon the approval of the Ingham County Circuit Court. Unless and until the Court enters a written Order approving this Agreement and authorizing its implementation, neither the Guaranty Association nor the Liquidator shall have any obligation(s) arising under this Agreement.

R. Kevin Clinton, Liquidator of
CADILLAC INSURANCE COMPANY

BY: 
James E. Gerber, Deputy Receiver

DATED: _____

OHIO LIFE & HEALTH INSURANCE GUARANTY ASSOCIATION

BY: 
Frank Gartland, President

DATED: 6-9-2011



Cadillac Insurance Company, In Liquidation

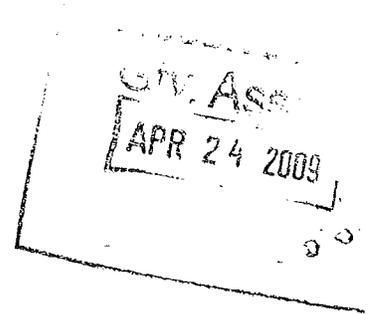
30700 Telegraph Road, Suite 4550
Bingham Farms, MI 48025

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

NOTICE OF DETERMINATION

April 16, 2009

Mr. Frank Gartland, President
Ohio Life & Health Insurance Guaranty Association
1840 Mackenzie, Drive Suite 100
Columbus, OH 43220



RE: **CADILLAC INSURANCE COMPANY, IN LIQUIDATION**
CLAIMANT: OHIO LIFE & HEALTH INSURANCE GUARANTY ASSOCIATION (“OLHIGA”)
LIQUIDATOR CLAIM NO.: OH 00970

Dear Mr. Gartland:

The Receiver of Cadillac Insurance Company, In Liquidation (“Cadillac Estate”) is readying the Cadillac Estate for closure. As part of this process, all applicable Insurance Guaranty Associations are being notified of the determined value and class of their claims.

As reflected in periodic reporting, the OLHIGA is on record with the Cadillac Estate as being “closed”, with no open files or outstanding claims or files. Listed below is the determined value of the OLHIGA’s full and final claim for reimbursement of administrative expenses (100%); and losses (prorated % to be determined) in the Cadillac Estate. The full and final determined value of the OLHIGA’s Class 1 claims is set forth below:

CLASS 1 CLAIM:

ADMINISTRATIVE EXPENSE AND LOSS ADJUSTMENT EXPENSE (“Admin Exp.”)

OLHIGA Admin. Exp. Paid 01-02-1990 through 12-31-2002	\$151,184.88
Cadillac Estate Distribution of Admin Exp.	<u>(\$151,184.88)</u>
Balance of Class 1 Admin.Exp. to OLHIGA	\$0.00

CLASS 1 CLAIM:

LOSSES

OLHIGA Losses Paid 01-02-1990 through 12-31-2002	\$458,422.00
Losses Recovered	<u>\$ 0.00</u>
Balance of Class 1 Losses to OLHIGA	\$458,422.00

April 16, 2009

NOTICE OF DETERMINATION

Written notice of this determination is provided to you or your attorney consistent with Section 500.8139(1) of the Michigan Insurance Code. Within 60 days from the mailing of this notice, you or your attorney may file objections with the Receiver of this determination. Written objections to this Notice of Determination must be filed with the Receiver at the following address:

Cadillac Insurance Company, In Liquidation
30700 Telegraph Road, Suite 4550
Bingham Farms, Michigan 48025

If a filing of objection is not made, you or your attorney shall not further object to this determination.

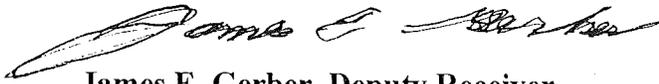
Consistent with Section 500.8139(2) of the Michigan Insurance Code, if objections are filed with the Receiver and the Receiver does not alter his or her denial of the claim as a result of the objections, the Receiver shall ask the court for a hearing as soon as practicable and shall give notice of the hearing by first-class mail to you or your attorney and to any other persons directly affected, not less than 10 nor more than 30 days before the date of the hearing. The matter may be heard by the court or by a court appointed referee who shall submit findings of fact along with his or her recommendation.

We would like to make distributions in the Cadillac Estate as soon as possible. To assist us in this, it would be very helpful if you would sign the waiver below, and return that signed copy to us, assuming you do not object to our determination. By doing this, we will be able to finalize this claim on our records without waiting for the 60 day objection period to run.

Thanks you for your assistance in this matter.

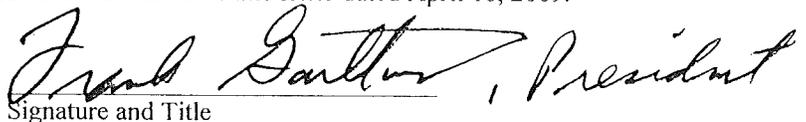
Sincerely,

CADILLAC INSURANCE COMPANY, IN LIQUIDATION



James E. Gerber, Deputy Receiver

I, FRANK FARTLAND representing the Ohio Life & Health Insurance Guaranty Association, waive the right to the 60-day objection and accept the determined values as stated on this letter dated April 16, 2009.



Signature and Title

5-11-09
Dated

EXHIBIT P

OHIO INSURANCE GUARANTY ASSOCIATION

AGREEMENT FOR DISBURSEMENT OF FUNDS

This Agreement is entered into by and between the OHIO INSURANCE GUARANTY ASSOCIATION (the "Guaranty Association") and R. Kevin Clinton, the Commissioner of the Office of Financial and Insurance Regulation of the State of Michigan, acting in his capacity as Receiver/Liquidator of Cadillac Insurance Company (the "Liquidator").

On January 2, 1990, Cadillac Insurance Company ("Cadillac") was placed into liquidation by the Ingham County Circuit Court for the State of Michigan, and the Commissioner of Insurance for the State of Michigan was, pursuant to statute, appointed Liquidator of Cadillac.

Pursuant to its obligations under Chapter 79 of the Michigan Insurance Code, MCL 500.7901 et seq., and/or a similar statute in its own state, the Guaranty Association has administered and paid claims on behalf of insureds of the now insolvent Cadillac.

From inception through December 31, 2002, the Guaranty Association has paid administrative expenses in handling claims in the amount of \$480,856.91 and has received \$480,856.91 in prior distributions from the Cadillac estate and other recoveries, leaving \$0.00 in unreimbursed administrative expenses.

From inception through December 31, 2002, the Guaranty Association has paid covered claims (net of recoveries) on behalf of the now insolvent Cadillac in the amount of \$539,083.00, such amount being a preferred claim under MCL 500.7834(1).

Consistent with the above, the Liquidator, on April 16, 2009, sent a Notice of Determination to the Guaranty Association setting forth the final determined value of the Guaranty Association's approved claims for administrative expense and losses. This determination was accepted in writing by the Guaranty Association (see attached Exhibit A).

The Liquidator proposes, after reserving amounts necessary for the payment of ongoing administrative expenses of Cadillac, to distribute to all guaranty funds 100% of the final determined and approved value of all incurred and unpaid administrative expense claims.

The Liquidator proposes, after reserving amounts necessary for payment of all administrative expenses, to distribute to preferred claimants under MCL 500.7834(1), a 50% pro-rata share, as partial payment, of each preferred claimant's final determined and approved loss claim through September 30, 2010.

THEREFORE, in consideration of the uncertainties in determining with finality the obligations of the Liquidator and the Liquidator's agreement at this time to distribute to the Guaranty Association, pursuant to Sections 7824, 7832, and 7834(1) of the Michigan Insurance Code, MCL 500.7824, 500.7832, 500.7843(1), \$0.00 for reasonable expenses in handling claims, and \$269,541.50 for covered claims, for a total payment of \$269,541.50, the Guaranty Association agrees:

1. To return to the Liquidator of Cadillac such amounts, together with income hereafter earned on them, as the Liquidator, in his sole discretion, determines may be required to pay expenses or claims with equal or higher priority for payment under former Chapter 78 of the Michigan Insurance Code.

2. In the event a claim is made against the Liquidator of Cadillac, his successor and/or the representatives of either of them pursuant to 31 U.S.C. § 3713 for any tax liability arising from the liquidation, to indemnify and hold harmless the Liquidator, his successors and/or the representatives of either of them as the Liquidator deems necessary for all costs, including, but not limited to, taxes, interest and penalties incurred in connection with such claim, up to the amount of any distributions made to the Guaranty Association, together with income earned thereon, to the extent that funds from the assets of the Cadillac estate are unavailable to pay these costs. With the approval of the Court that appointed the Liquidator, the Liquidator, his successors and/or the representatives of either of them shall have the authority to settle any such claim under 31 U.S. C. § 3713, and the costs of such settlement shall be included in the amount to be paid by the Guaranty Association up to the amount of the funds transferred to the Guaranty Association, together with income earned thereon, and to the extent that funds from the assets of the Cadillac estate are unavailable to pay these costs.