

TERMINATION NO. 18  
BY: [Signature] 2/25/11

IN THE COURT OF COMMON PLEAS, FRANKLIN COUNTY, OHIO

**FINAL APPEALABLE ORDER**

MARY TAYLOR  
Ohio Superintendent of Insurance,  
in her Capacity as Liquidator of  
The Oil and Gas Insurance Company,

Plaintiff,

vs.

The Oil and Gas Insurance Company,

Defendant.

Case No. 90CVH05-3409

Judge Julie M. Lynch

FILED  
COMMON PLEAS COURT  
FRANKLIN CO. OHIO  
2011 FEB 25 AM 9:30  
CLERK OF COURT

**FINAL CLOSING ORDER**  
**GRANTING PLAINTIFF'S APPLICATION FOR ORDER TERMINATING THE**  
**LIQUIDATION PROCEEDINGS OF THE OIL AND GAS INSURANCE COMPANY**

This matter came to be heard upon the Liquidator's Application for Order Terminating the Liquidation Proceedings of The Oil & Gas Insurance Company ("Liquidator's Application"). Upon consideration of the Liquidator's Application and Memorandum in Support, as well as the record of proceedings in this case, the Court finds that the Application is well taken and it is hereby

ORDERED, ADJUDGED and DECREED as follows:

1. The Liquidator's Application is GRANTED.
2. The Liquidator has fully complied with her obligations under this Court's February 15, 2011 Order to file closing papers in this case on or before February 28, 2011 and to pay the funds set forth in the Determination Letter referenced therein by February 28, 2011.
3. Pursuant to Ohio Revised Code ("R.C.") 3903.46(A), the Liquidator, her predecessors, assigns and any and all former and current deputy liquidators, agents or employees of the Liquidator are hereby discharged.

4. Pursuant to R.C. 3903.46(A) and R.C. 3903.07, the protections under R.C. 9.86, 9.87, 109.36 to 109.366 [109.36.6] are afforded to the Liquidator, her predecessors and assigns, any and all former and current deputy liquidators, any former or current employee of the Ohio Department of Insurance, any former or current employee appointed by the Superintendent as Liquidator, and any former or current employee who serves under the Liquidator.
5. Without limiting in any way the Release executed by Petrosurance Inc. and Mark Gregory Hardy on February 11, 2011 and approved by this Court on February 15, 2011, a copy of which is attached hereto and hereby fully incorporated herein and made a part of this Order by reference pursuant to R.C. 3903.46(A) and other related sections, the Liquidator, her predecessors and assigns, any and all former and current deputy liquidators, any former or current employee of the Ohio Department of Insurance, any former or current employee appointed by the Superintendent as Liquidator, and any former or current employee who serves under the Liquidator are released of all claims and liability of any nature whatsoever and whenever incurred (including but not limited to costs, expenses and attorneys' fees) relating to, involving or arising out of any and all actions, inactions, decisions, conduct, transactions, or events that were alleged or that could have been alleged in this case or in any other case or forum that in any way relate to or involve The Oil & Gas Insurance Company ("OGICO"), the liquidation of OGICO or any proceedings related to OGICO or the liquidation of OGICO.
6. Pursuant to R. C. 3903.42 and R.C. 3903.46(A) and consistent with the February 15, 2011 Order, the agreed holdback of \$523,000 from the assets of the OGICO estate for

the Liquidator's pre-payment of the OGICO estate's administrative expenses related to the closure of the OGICO estate is approved. The Liquidator shall prepay the holdback funds to the LMI Liquidation Estate in exchange for the LMI Liquidation Estate's assumption and administration of the remaining administrative expense obligations of the OGICO Estate. Pursuant to the February 15, 2011 Order, the holdback will be accounted for pursuant to the Administrative Operating Procedure approved on December 21, 2010 in Case No. 00CVH03-2431. Accordingly, the expenditure and receipt of the holdback will be recorded in the OGICO final accounting, and the LMI periodic accounting and the expenditure of holdback funds will not be separately tracked, accounted for or reported.

7. Pursuant to R.C. 3903.46 (A) and the Court's February 15, 2011 Order, the Court finds that there are no unclaimed funds or remaining funds uneconomic to distribute. Funds received for the OGICO Liquidation Estate after the termination of this case will be sent to the Court pursuant to this Court's February 15, 2011 Order.
8. Pursuant to R.C. 3903.46(A), the Court finds that the remaining physical assets of OGICO are uneconomic to distribute, and orders the Liquidator to abandon such physical assets.
9. Pursuant to R.C. 3903.46(A) and 3903.48, the Liquidator is authorized and ordered to destroy the OGICO and OGICO Liquidator books, records and documents as follows:
  - (a) all remaining pre-liquidation books and records in any medium, shall be immediately destroyed;
  - (b) all remaining post-liquidation books and records in any medium that the Liquidator determines are no longer essential, or that are not required to be maintained shall be immediately destroyed;
  - (c) all other books, records and

documents in any medium shall be destroyed on or after the date three (3) years following the date of the order granting this application; and (d) further pursuant to the Release executed by Petrosurance Inc. and Mark Gregory Hardy on February 11, 2011 and approved by this Court on February 15, 2011, a copy of which is attached hereto and hereby fully incorporated herein and made a part of this Order by reference, and this Court's injunction set forth in the February 15, 2011 Order, the Liquidator has no duty or obligation to preserve books, records or documents in any medium or anything else related to OGICO or the Office of the Ohio Insurance Liquidator as possible discovery or evidence in any litigation or contested matter, including but not limited to Mr. Hardy's New York litigation captioned *Hardy v. NAIC, et al.*, United States District Court for the Southern District of New York Case No. 10-cv-4178.

10. Pursuant to R.C. 3903.46(A) and related sections, the Liquidator is authorized and ordered to close the OGICO bank accounts on or before February 28, 2011.
11. Pursuant to R.C. 3903.20, the corporate entity of The Oil and Gas Insurance Company is hereby dissolved.
12. The Liquidator or her designee is hereby authorized to retain limited authority for the following purposes: (a) filing a final accounting with the Court; (b) filing one final independent audit report with the Court; there shall be no other audits of the OGICO estate or the books and records of the superintendent of insurance relating to the OGICO liquidation proceeding; (c) contracting for the preparation of and executing the final tax returns of this estate and filing them with the Internal Revenue Service in the manner provided by law; (d) taking any and all related actions to carry out,

implement and enforce the orders of this Court, including but not limited to this Court's February 15, 2011 Order and the Release executed by Petrosurance Inc. and Mark G. Hardy on February 11, 2011 that is approved in the February 15, 2011 Order; and (e) taking all related actions as authorized or that the Liquidator deems necessary and appropriate to the closure of the estate under the various sections of R.C. Chapter 3903.

13. Consolidated Case No. 07CVH04-5862 was terminated on February 14, 2011. All other matters regarding the liquidation of OGICO have been finalized in accordance with R.C. Chapter 3903 and the Orders of this Court. Effective immediately, the OGICO liquidation estate is closed and this case is terminated.
14. This Court retains jurisdiction under Chapter 3903 and other sections the Ohio Revised Code to enforce this Order and its prior orders in this case, including but not limited to the February 15, 2011 Order.

Hon. Julie M. Lynch

Julie M. Lynch, Judge

APPROVED:

  
Keith M. McNamara, Of Counsel (0001098)  
Jonathan M. Bryan (0065032)  
MC NAMARA & MCNAMARA  
88 East Broad Street, Suite 1250  
Columbus, Ohio 43215  
Telephone: (614) 228-6131/Facsimile:(614) 228-6126  
*Attorneys for Mary Taylor Ohio Superintendent of Insurance  
in her capacity as Liquidator of The Oil and Gas Insurance Company*

IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO

MARY TAYLOR,  
Superintendent of Insurance,  
State of Ohio, Liquidator of  
The Oil & Gas Insurance Company,

Plaintiff,

v.

The Oil & Gas Insurance Company,  
Defendant.

CASE NO. 90CVH-05-3409

Judge Lynch

Magistrate McCarthy

2011 FEB 15 AM 11:42  
CLERK OF COURT'S

FILED

MARY TAYLOR,  
Superintendent of Insurance,  
State of Ohio, Liquidator of  
The Oil & Gas Insurance Company,

Plaintiff,

v.

Petrosurance, Inc., et al.,  
Defendants.

CASE NO. 07CVH-04-5862

Judge Lynch

Magistrate McCarthy

**ORDER**

This cause came before the Court for mediation this 11<sup>th</sup> day of February, 2011. The parties appeared, represented by counsel. At the mediation, Mark G. Hardy presented the Minutes of a Meeting of the Board of Directors of Petrosurance, Incorporated ("Petrosurance") adopted by the Board of Petrosurance (the "Board Resolution"), authorizing him to negotiate a settlement of the claims of Petrosurance. A copy of the Board Resolution is attached.

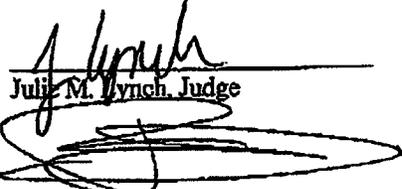
After negotiation, the parties agreed to settle all matters as evidenced in a Release signed by Mark G. Hardy for himself and on behalf of Petrosurance and a Determination Letter allowing the claim of Petrosurance as a Class 9 claim under Ohio Revised Code Section 3903.42 in the amount of Fourteen Million Two Hundred Seventy-Four Thousand and no/100 U.S. Dollars (U.S. \$14,274,000.00). The Court affirms such documents and orders the parties to comply with their

terms.

Separate from the Release, there was a dispute between the parties regarding the possibility of future recoveries. The Court hereby resolves the dispute by ordering as follows:

- (1) In the event that any checks made payable to The Oil & Gas Insurance Company ("OGICO") are received by the Office of the Ohio Insurance Liquidator after the closure of the OGICO liquidation proceeding that the Liquidation staff's sole responsibility shall be to send the uncashed check to the Court along with a notation of the OGICO liquidation case number. The Court will notify counsel for Petrosurance of the receipt of the OGICO check. The Court orders that Petrosurance shall be entitled to the proceeds of the OGICO check and its sole remedy shall be to request the payor to change the payee from OGICO to Petrosurance; and
- (2) Petrosurance and Mark G. Hardy are hereby permanently enjoined from any contact with any prior, current and future Ohio Superintendent of Insurance individually and in his/her capacities as regulator, present or future Liquidators, Deputy Liquidators, Liquidation staff or employees, or agents in pursuit of any recovery set forth in paragraph (1) above and in pursuit of Mr. Hardy's New York litigation, or any other matter.
- (3) The Liquidator will account for the holdback pursuant to the Administrative Expense Operating Procedures ordered approved by the court on December 21, 2010 in Franklin County Court of Common Pleas Case No. 00CVH03-2431.
- (4) Notwithstanding the fact that the Liquidator does not believe there will be a tax overpayment or a valid claim by OGICO against the Florida or Illinois Guaranty Funds, Petrosurance may pursue these claims. Upon filing the final tax return, the Liquidator will provide to Petrosurance a copy of the 2009, 2010 and 2011 Federal Tax Returns filed by OGICO.

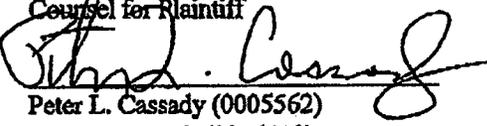
The Liquidator is ordered to file closing papers in the OGICO liquidation on or before February 28, 2011, and to pay the funds set forth in the Determination letter by said date.

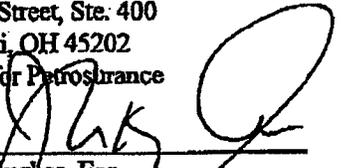
  
Julie M. Lynch, Judge

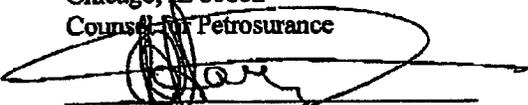
  
Timothy P. McCarthy, Magistrate

APPROVED AS TO FORM:

  
Jonathan M. Bryan (0065032)  
MCNAMARA AND MCNAMARA, L.L.P.  
Keith McNamara (0001098) (of counsel)  
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Counsel for Petrosurance

  
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HUGHES SOCOL PIERS RESNICK & DYM LTD.  
70 West Madison Street, Ste. 4000  
Chicago, IL 60602  
Counsel for Petrosurance

  
Mark G. Hardy  
53 Rue de Leur Min  
Penvenan  
22710 France

cc: Amy Copley  
Magistrate's Secretary

**RELEASE**

The Releasing Parties are:

Mark Gregory Hardy, individually and

Any trusts or similar entities for which Mark Gregory Hardy has or has ever had binding authority and

Mark Gregory Hardy in his capacities as current or former owner, shareholder, member, director, officer, controlling person, employee, assignee, claimant, creditor, debtor, beneficiary, settler, trustee or other kind of interested person in or of Petrosurance (as defined below), Petrosurance Casualty, Petrosurance Casualty Co., Petrosurance Premium Finance, The Oil & Gas Insurance Company (OGICO), the Liquidation Estate of OGICO, The Group, Inc., Forum Holdings USA, Forum Reinsurance Company, Forum Reinsurance Company, Ltd., Forum Re Group (Bermuda) Limited, Focus Insurance Company, Aneco Reinsurance Underwriting Limited, Candon Syndicate, Amberco Brokers Limited, Millers National Insurance Company, Prompt Finance Incorporated, Titan Holdings, Inc., Titan Indemnity Company, Titan Life Insurance Company, Titan Insurance Company, The Illinois Insurance Company and/or any other company, corporation, partnership, trust, entity, thing or person whatsoever, and

Mark Gregory Hardy in any and all other current, former or future capacities whatsoever (all of the foregoing collectively referred to as "Hardy") and

Petrosurance, Incorporated and Petrosurance, Inc. (collectively, "Petrosurance") and

Hardy on his own behalf and on behalf of his predecessors, successors, heirs, beneficiaries, settlers, trustees, agents, assigns, employees, attorneys, contractors, subcontractors, consultants, servants, and related or affiliated companies, entities, enterprises, things and/or persons (including but not limited to Petrosurance, Petrosurance Casualty, Petrosurance Casualty Co., Petrosurance Premium Finance, The Group, Inc., Forum Holdings USA, Forum Reinsurance Company, Forum Reinsurance Company, Ltd., Forum Re Group (Bermuda) Limited, Focus Insurance Company, Aneco Reinsurance Underwriting Limited, Candon Syndicate, Amberco Brokers Limited, Millers National Insurance Company, Prompt Finance Incorporated, Titan Holdings, Inc., Titan Indemnity Company, Titan Life Insurance Company, Titan Insurance Company, The Illinois Insurance Company, Burt & First New York Syndicate, Charter Risk Retention Group, and Prompt Finance

Petrosurance, on its own behalf and on behalf of its predecessors, successors, beneficiaries, settlers, trustees, agents, assigns, directors, officers, employees,

members, attorneys, insurers, reinsurers, contractors, subcontractors, consultants, servants, parent companies, subsidiaries, affiliates, and related or affiliated companies, entities, enterprises, things and/or persons.

The Released Parties are:

- (i) OGICO;
- (ii) the Liquidation Estate of OGICO;
- (iii) the Rehabilitation and Liquidation Estates of every other insurance company now in, formerly in, or in the future in rehabilitation or liquidation in the State of Ohio (including but not limited to American Druggists Insurance Company and Ohio General Insurance Company);
- (iv) the State of Ohio and each and every one of its past, present or future agencies, departments and offices (including but not limited to the Ohio Department of Insurance ("ODI"));
- (v) the Office of the Ohio Insurance Liquidator ("OIL");
- (vi) each and every prior, current and future Ohio Superintendent of Insurance individually and in his/her capacities as regulator of insurance ("Regulator"), Rehabilitator or Liquidator of every insurance company now in, formerly in, or in the future in rehabilitation or liquidation in the State of Ohio or elsewhere (collectively "Liquidator") and in his/her capacity as representatives of Ohio in the National Association of Insurance Commissioners ("NAIC") and/or NAIC Committees, and in any other past, present or future capacity whatsoever;
- (vii) each and every one of OGICO's, ODI's, OIL's, the Regulator's and/or the Liquidator's predecessors, successors, agents, assigns, regulators, liquidators, chief deputy liquidators, deputy liquidators, deputy rehabilitators, employees, attorneys (including, without limitation, the Ohio Attorney General and its employees and the law firms of Kegler Brown Hill & Ritter and McNamara and McNamara, L.L.P. and Keith McNamara and Jonathan Bryan, individually, who are or were the counsel retained as Special Counsel to the Ohio Attorney General), claimants, creditors, servants, consultants and, contractors and subcontractors.

The Releasing Parties, in consideration of the sum of \$14,274,000.00 (Fourteen Million Two Hundred Seventy-Four Thousand U.S. Dollars and 00/100) paid to Petrosurance, Inc. and other good and valuable consideration as stated in the Magistrate's Order the receipt and sufficiency of which are hereby acknowledged, do hereby fully, finally and forever release, acquit, discharge, withdraw, waive, dismiss with prejudice and agree to indemnify, defend and hold harmless all of the Released Parties from any and all types of claims, debts, suits, complaints, counterclaims, proofs of claims, demands, defenses, motions, actions, causes of action, judgments,

orders, liabilities, requests, subpoenas, public records requests, discovery, testimony, statements, indebtedness, obligations, duties, promises, agreements, rights, costs, attorneys' fees, injuries, losses, damages, injuries, expenses, sums of money, injunctions, temporary restraining orders, remedies, objections, litigation, arbitration, appeals, disputes and controversies of any source, kind, description or nature whatsoever, whether or not they are known or unknown, foreseen or unforeseen, anticipated or unanticipated, expected or unexpected, potential or actual, real or imaginary, direct or indirect, asserted or unasserted, asserted now or asserted in the past or which could in the future be made or asserted, at law or in equity, and including but not limited to all claims that were asserted or that could have been asserted or could in the future be asserted by or on behalf of any of the Releasing Parties, that arise out of or in any way relate to:

- (i) the regulation, rehabilitation and/or liquidation of OGICO or any other insurance company;
- (ii) any and all proofs of claims or other claims attempted to be filed, in fact filed or that could have been returned of or could in the future be returned or filed by or on behalf of Petrosurance, Hardy and/or any and all other Releasing Parties in connection with the *Fabe (Taylor), Superintendent of Insurance v. The Oil & Gas Insurance Company*, Franklin County Common Pleas Court Case No. 90CVH-05-3409 (the "OGICO Liquidation Case"), including but not limited to Proof of Claim No. 99-39094 filed by or on behalf of Hardy for himself and all entities owned, controlled or affiliated by or with him, and including but not limited to Proof of Claim Nos. 9939083 and 9939094 issued to or returned on behalf of by Forum Holdings USA, and including but not limited to Proof of Claim No. 9939092 issued to or returned by or on behalf of Forum Holdings, and including but not limited to Proof of Claim Nos. 9804843 through 9804847 issued to or returned by or on behalf of Forum Reinsurance Co. Ltd., and including but not limited to Proof of Claim Nos. 9839261 through 9839264 issued to or returned by Forum Reinsurance Co., and including but not limited to Proof of Claim Nos. 9804826, 9804380, 9839543, 9839544, 9839547 and 9839548 issued to or returned by or on behalf of Petrosurance Casualty and/or Petrosurance Casualty Co., and including but not limited to Proof of Claim No. 3439378 issued to or returned by Petrosurance Premium Finance, and including but not limited to Proof of Claim No. 9945291 which Hardy attempted to file on behalf of Petrosurance Inc. on or about June 13, 2006 and filed again on October 17, 2007 and/or December 28, 2010, and including but not limited to Proof of Claim No. 9945290 which was issued to or returned by or on behalf of Candon Syndicate NV and withdrawn pursuant to an Agreed Order entered in the OGICO Liquidation Case entered on July 16, 2007;
- (iii) the OGICO Liquidation Case and the OGICO Liquidation Estate, including but not limited to all audits and accountings related thereto; and including

but not limited to all claims related to reinsurance receivables or other assets and/or alleged assets, whether collected or not collected; and including but not limited to any and all alleged or actual right and/or opportunity to notice, objection, suit, appeal, discovery, information and/or hearing on any claim, matter or issue (including but not limited to matters related to the closure of the OGICO estate and termination of the OGICO liquidation estate, the past present or future distribution and/or payment of assets of OGICO or any other liquidation estate, the holdback for future administrative expenses of OGICO or any other liquidation estate, and the past present and future tax obligations of OGICO or any other liquidation estate), all of which are hereby waived;

- (iv) the regulation, rehabilitation and/or liquidation of OGICO, including any alleged negligence, fraud or violation of state or federal law;
- (v) *Hudson (Taylor) in her capacity as Liquidator of The Oil & Gas Insurance Company v. Petrosurance, Inc. and Mark G. Hardy*, Franklin County Common Pleas Court Case No. 07CVH-04-5862 (the "2007 Case");
- (vi) *Hardy v. NAIC, et al., United States District Court for the Southern District of New York Case No. 10-cv-4178 (the "NAIC Case")* and/or any of the allegations and claims made or that could in the future be made by any person or party therein;
- (vii) the *Bowler v. US* Case;
- (viii) NCIGF;
- (ix) any amicus brief or other action by NAIC;
- (x) GRID and/or GRID reporting;
- (xi) The Burt Syndicate;
- (xii) The First New York Syndicate;
- (xiii) Candon Syndicate N.V., including but not limited to its reinsurance obligations and claims;
- (xiv) Forum Re including but not limited to its reinsurance obligations and claims;
- (xiv) this Agreement;
- (xv) all claims that were asserted or that could have been asserted by or on behalf of any of the Releasing Parties or Released Parties that arise out of or in any way relate to the regulation, rehabilitation or liquidation of American Druggists Insurance Company;
- (xvi) all claims that were asserted or that could have been asserted by or on behalf of any of the Releasing Parties or the Released Parties that arise out of or in any way relate to the regulation, rehabilitation or liquidation of Ohio General Insurance Company;
- (xvii) all claims that were asserted or that could have been asserted by or on behalf of any of the Releasing Parties or Released Parties that arise out of or in any way relate to claims in the Pine Top Liquidation Case and/or the regulation, rehabilitation, insolvency or liquidation of the Pine Top Insurance Company;

- (xviii) any and all past present and future assessments by any guaranty fund or guaranty association;
- (xix) the duties, policies, procedures and operation of the Ohio Department of Insurance and/or the Office of the Ohio Insurance Liquidator in any matter;
- (xx) any/or any and all other regulation, rehabilitation, liquidation or insolvency.

The Releasing Parties hereby further agree that they will not participate in or pursue any other person's alleged past, current or future issues or claims of any kind against any of the Released Parties.

The Releasing Parties hereby further agree to forever cease and desist all communications, commentary, publication, blog and/or broadcast of any statement or opinion pertaining or relating in any way to any of the foregoing Released Parties or Released Claims except as may be required to effectuate the Magistrate's Order.

Nothing in this Release shall preclude the Releasing Parties from pursuing any claims against any non-Released Parties.

The Releasing Parties hereby further agree to pay for the defense, indemnify and hold each of the Released Parties harmless from any and all attorneys' fees, expenses, court costs arising from or relating to any and all types of claims or demands whatsoever asserted by or on behalf of any non-Releasing Party that arise out of or relate to the Releasing Parties' attempt to pursue claims against non-Released Parties and/or any assets the Releasing Parties believe are owing to the OGICO estate, including but not limited to alleged overpayments to the IRS and alleged money owing from the Florida and Illinois Guaranty Funds.

In entering into this Release, Petrosurance and Hardy understand, represent, agree and warrant that:

- a). Each of them has received sufficient consideration for the provisions set forth in this Release and hereby represent and warrant that, in entering into this Release, each has sought the advice of and has been represented by counsel of their choice, and each has relied upon their own judgment, beliefs and knowledge and none has been influenced to any extent whatsoever in entering into this Release by any representations or statements not contained herein made by or on behalf of any other person. No promise or other inducement has been made except as explicitly set forth herein.
- b). Each of them is legally competent to make the agreements set forth and evidenced by this document and has full knowledge of the terms, conditions,

and effects of this Release and by signing below does voluntarily agree to enter into and be bound by this Release.

c). All signatories to this Settlement Agreement represent and warrant that each Party has authority to fully release the indicated claims for the Releasing Party on whose behalf each is signing.

d). Petrosurance, Inc. is the sole owner of Petrosurance Proof of Claim No. 9945291 and that it has not sold, pledged, assigned or otherwise transferred to any other person, entity, or agency any right to the Petrosurance Proof of Claim or payment of the proceeds thereof.

e). Each of them is the sole owner of his/its Released Claims and that he/it has not sold, pledged, assigned or otherwise transferred to any other person, entity, or agency any right to assert any claims of any kind or character against any of the Released Parties.

f). The payment of consideration set forth above is given in the compromise and settlement of various disputed claims and that neither the payment of consideration or the existence of this Release or anything contained herein shall constitute, be construed as or be deemed an admission of any liability on the part of any Released Party, responsibility for all claimed injuries having been expressly denied by the Released Parties.

g). The payment of the consideration set forth above is given in full accord and satisfaction of disputed claims which have been, may have been have arisen or in the future may arise out of or in connection with the Released Claims.

h). This Agreement embodies the entire agreement and understanding of the Parties with respect to the matters contained herein. There are no promises, representations, warranties, covenants, conditions, or undertakings by and between the Parties other than those expressly set forth or referred to herein. This Agreement supersedes all prior contemporary agreements, understandings, representations, whether oral or written, other than those contained within this Release with respect to the matters contained herein.

i). This Release shall not be amended, modified, altered or changed, except by a written agreement signed by the Liquidator and each of the Releasing Parties that specifically refers to this Release and is approved by the Common Pleas Court located in Franklin County, Ohio ("Liquidation Court").

j). If any provision of this Agreement, or its application to any person, Party or circumstance, is held invalid, the remainder of this Agreement and its application to all other persons, Parties and circumstances shall not be

affected adversely thereby, unless the provision or provisions held invalid or inapplicable will, if not enforced, substantially impair the benefits and fairness of the remaining Agreement.

k). This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. All matters, claims, legal actions, suits, or proceedings pertaining to this Agreement or its enforcement and any and all matters, claims, legal actions, suits, or proceedings with respect to any matter relating to or arising out of this Agreement shall be maintained exclusively in the Common Pleas Court located in Franklin County, Ohio ("Liquidation Court") and Petrosurance and Hardy so consent to exclusive subject matter jurisdiction, specific personal jurisdiction and venue in such Court for such purposes.

l). That irreparable injury to the Released Parties and to the Liquidator's and Regulator's business and the liquidation estates will occur in the event of a violation of this Agreement, and that monetary damages may be difficult to ascertain or may be inadequate to compensate the loss resulting therefrom, and each of them hereby consent to the entry of immediate injunctive relief for any violation of this Agreement in addition to all other rights and remedies the Released Parties may have which are retained.

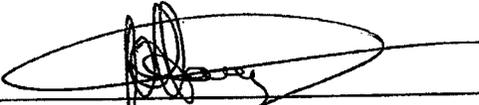
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We understand that this is a full release of all claims we might have against any of the Released Parties as defined above.

AGREED:

MARK GREGORY HARDY

Dated: 11 February 2011

  
By: Mark Gregory Hardy

STATE OF OHIO                    )  
                                          )  
COUNTY OF FRANKLIN         )

Sworn to and subscribed by me in Franklin County, Ohio on this 11<sup>th</sup> day of February 2011.

  
NOTARY PUBLIC, STATE OF OHIO

My commission expires:

**JONATHAN M. BRYAN, ATTORNEY AT LAW**  
NOTARY PUBLIC, STATE OF OHIO  
My commission has no expiration date,  
Section 147.03 R.C.

PETROSURANCE, INC.

Dated: 11 February 2011

By [Signature]

Its PRESIDENT & DIRECTOR

STATE OF OHIO )

COUNTY OF FRANKLIN )

Sworn to and subscribed by me in Franklin County, Ohio on this 11<sup>th</sup> day of February 2011.

[Signature]  
NOTARY PUBLIC, STATE OF OHIO

**JONATHAN M. BRYAN, ATTORNEY AT LAW**

NOTARY PUBLIC, STATE OF OHIO

My commission expires: \_\_\_\_\_  
My commission has no expiration date.  
Section 147.03 R.C.