

EXHIBIT B

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

2004 JAN 21 A 8:56
NEW HAMPSHIRE SUPERIOR COURT
MERRIMACK COUNTY
CONCORD, NH

TPM
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Docket No. 03-E-0106

**In the Matter of the Liquidation of
The Home Insurance Company**

Docket No. 03-E-0112

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

**AMENDED ORDER ESTABLISHING PROCEDURES
FOR REVIEW OF CERTAIN AGREEMENTS
TO ASSUME OBLIGATIONS OR DISPOSE OF ASSETS**

On consideration of the motion of Roger A. Sevigny, Insurance Commissioner of the State of New Hampshire, as Liquidator ("Liquidator") of The Home Insurance Company ("The Home") and US International Reinsurance Company ("USI Re"), for an order approving procedures for review of certain agreements to assume obligations or dispose of assets, it is hereby ORDERED that the following procedures shall apply to motions by the Liquidator for approval of agreements to assume obligations or dispose of assets:

1. The Liquidator may by motion seek approval of any agreement under which the estate of The Home or USI Re either (a) assumes any obligation or liability that exceeds \$1 million, or (b) disposes of any asset with a value that exceeds \$1 million, including compromises of causes of action where the claimed amount foregone exceeds \$1 million. The procedures set forth in this Order shall apply to such motions, except that motions for approval of reinsurance commutation agreements shall be governed by the

28

procedures set forth in the Order Establishing Procedures for Review of Reinsurance Commutation Agreements, entered July 23, 2003 and amended _____, 2004. In accordance with the Order of Liquidation, entered June 13, 2003, the Liquidator need not seek approval of investment transactions (either purchase or sale) in accordance with the Statement of Investment Policy attached as Exhibit A to the Liquidator's Second Report.

2. All motions concerning any agreement to assume obligations or dispose of assets filed by the Liquidator pursuant to Paragraph 1 shall attach the proposed agreement as an exhibit and be accompanied by an affidavit explaining the Liquidator's reasons for entering the proposed agreement. In the event that any terms of the proposed agreement are confidential, those terms shall be redacted from the exhibit and the affidavit shall be a confidential affidavit subject to Paragraph 3 below.

3. In the event that any terms of the proposed agreement are confidential, a copy of the complete agreement, together with an explanation of the Liquidator's reasons for entering the proposed agreement, shall be included in or attached to a confidential affidavit in support of the motion for approval. A confidential affidavit shall be filed with the Court under seal and shall not be served with the motion.

4. The Liquidator shall serve the motion on all parties to the liquidations, including intervenors, together with a notice that shall state that: (a) the motion for approval of an agreement will be filed no less than thirteen days from the date of service, and (b) an original and a copy of any opposition to the motion must be served on counsel for the Liquidator, and a copy served on every other party, on or before the tenth day from the service of the motion. In the event that the motion is supported by a confidential

affidavit, the notice shall also state that: (c) the motion is supported by a confidential affidavit that will be filed under seal, (d) parties to the liquidation of The Home or USI Re, as applicable, may obtain a copy of the confidential affidavit from the Liquidator, provided that they first enter a confidentiality agreement with the Liquidator to limit use of the information in the confidential affidavit to reviewing, evaluating and commenting upon the proposed agreement and otherwise prohibit disclosure of the information in the confidential affidavit, and (e) any opposition that reveals information from the confidential affidavit shall not be served on parties other than the Liquidator. Each such motion and notice, together with all non-confidential affidavits and agreements shall be posted on the New Hampshire Insurance Department website at <http://www.state.nh.us/insurance/> within one business day of service.

5. Any party having an objection shall serve on the Liquidator an original and a copy of, and on every other party a copy, of its opposition to the motion for approval of an agreement and any other documents on or before the tenth day from the service of the motion, except that any opposition or other document that reveals information from any confidential affidavit shall not be served on parties other than the Liquidator.

6. Upon receipt of the opposition and accompanying documents, if any, the Liquidator shall physically attach the original of the opposition to the original motion and file with the Court the combined documents. Any confidential affidavit and any opposition that reveals information from a confidential affidavit shall be filed under seal.

7. If the Liquidator does not receive an opposition within three business days after expiration of the time permitted for service of oppositions, then the Liquidator shall file with the Court the motion and other documents initially served on the parties, any

confidential affidavits, and a certificate of service and absence of opposition, and the Court may consider the motion on the papers without a hearing.

8. This Order further authorizes the Liquidator to enter into agreements below the thresholds set forth herein, including the abandonment of any assets that are burdensome or of inconsequential value to the estate.

9. The reversal or modification on appeal of any authorization granted pursuant to these procedures does not affect the validity of a sale or other disposition under such authorization to an entity that entered into the agreement in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or disposition were stayed pending appeal.

10. All sales and dispositions of assets pursuant to this authorization shall be free and clear of all liens, claims and encumbrances, unless otherwise specified in the Liquidator's moving papers.

So Ordered.

Dated: _____

Presiding Justice