

AO 399 (01/09) Waiver of the Service of Summons

UNITED STATES DISTRICT COURT

for the

Southern District of New York

Melanie L. Cyganowski, as Receiver for Platinum Partners Credit Opportunities Master Fund LP, et. al.

Plaintiff

v.

Bermuda Re LTD., et al.

Defendant

Civil Action No. 18-cv-12018-JSR

WAIVER OF THE SERVICE OF SUMMONS

To: William Moran, Otterbourg, PC.

(Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service. See Attachment

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from 12/27/2018, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: 12/31/2018

Beechwood Re (In Official Liquidation)

s/n/a Beechwood Re Ltd.

Printed name of party waiving service of summons

Handwritten signature of John E. Jureller, Jr.

Signature of the attorney or unrepresented party

John E. Jureller, Jr.

Printed name

Klestadt Winters Jureller Southard & Stevens LLP
200 West 41st Street, 17th Floor
New York, NY 10036

Address

jjureller@klestadt.com

E-mail address

(212) 972-3000

Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does not include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

**ADDENDUM
TO
WAIVER OF SERVICE OF SUMMONS
BY BEECHWOOD RE (IN OFFICIAL LIQUIDATION)**

*On November 27, 2018, the Grand Court of the Cayman Islands, Financial Services Division, under Cause No. FSD. 144 of 2018 (NSJ), entered a Winding Up Order with respect to Beechwood Re which, *inter alia*, appointed the Joint Official Liquidators for the company and instructed on the liquidation of the company including disposition of assets and assertion of claims. A copy of the Winding Up Order is annexed hereto as **Exhibit A**. As a result, Beechwood Re reserves all rights, defenses and objections, and nothing contained herein shall be deemed a waiver thereof, with respect to the jurisdiction of the Court, including whether the proper forum for the assertion of Plaintiff's claims is in the Grand Court of the Cayman Islands as part of the winding up proceedings.

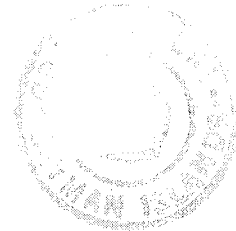
EXHIBIT A

IN THE GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION

CAUSE NO: FSD. 144 OF 2018 (NSJ)

The Honourable Mr Justice Segal
In Open Court, 27 November 2018

IN THE MATTER OF THE COMPANIES LAW (2018 REVISION)
IN THE MATTER OF THE INSURANCE LAW, 2010
AND IN THE MATTER OF BEECHWOOD RE (IN CONTROLLERSHIP)



WINDING UP ORDER

UPON hearing Counsel for the Cayman Islands Monetary Authority ("the Petitioner") by its Summons for Directions filed and stamped on the 10 August 2018 and its Winding Up Petition dated 7 August 2018 ("the Petition") for an Order that BEECHWOOD RE (in Controllership) ("the Company") be wound up

AND UPON hearing Counsel for Stuart Sybersma and Michael Penner of Deloitte & Touche (Cayman) ("Deloitte"), the Joint Controllers of the Company ("the Controllers")

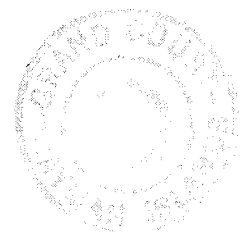
AND UPON hearing Counsel for the CNO Financial Group (having been granted leave to be heard by the Court)

AND UPON reading the Petition, the First Affidavit of Audrey Roe sworn on 7 August 2018, the Affidavit of Michael Penner sworn on 6 August 2018 and the First and Second affidavits of Stuart Sybersma sworn on 6 August 2018 and the 21 November 2018 respectively; and the Affidavits of service by Dawn Major sworn on the 7 of September and the 30 of October respectively 2018 and in each case, the exhibits thereto

AND UPON reading the Four Controller Reports dated 31 August 2017, 31 October 2017, 27 March 2018 and the 10 October 2018 respectively, as prepared by Stuart Sybersma and Michael Penner of Deloitte in their capacity as Joint Controllers of the Company, pursuant to an appointment made by the Petitioner on 19 July 2017 in the exercise of its regulatory power under section 24 (2) (h) of the Insurance Law (2010)

IT IS HEREBY ORDERED THAT:

1. The Company be wound up in accordance with the Companies Law (2018 Revision) ("the Companies Law").
2. Messrs. Stuart Sybersma and Michael Penner both of Deloitte & Touche, Citrus Grove Building, George Town, Grand Cayman, Cayman Islands Deloitte (Cayman), P.O. Box 1787, KY1-1109 be appointed Joint Official Liquidators of Beechwood ("the Joint Official Liquidators" or "JOLs").
3. The JOLs shall not be required to give security for their appointment.
4. The JOLs be authorised to act jointly and severally and to exercise any of the powers within and outside the Cayman Islands as specified in Part II of the Third Schedule to the Companies Law without further sanction of the Court.
5. Without limitation to the foregoing, the JOLs are authorised to commence, bring or defend and to take any such steps as the JOLs may consider appropriate in respect of the following actions or legal proceedings, either in their own name for and on behalf of the Company or in the name of the Company on its behalf:
 - (i) the American Arbitration Association arbitration proceedings entitled, "Bankers Consec Life Insurance Company and Washington National Insurance Company v. Beechwood Re: Limited, AAA Case #: 01-16-0004-2510;"
 - (ii) the CNO filed proceedings in the United States District Court, Southern District of New York entitled, "Bankers Consec Life Insurance Company (BCLIC) and Washington National Insurance Company (WNIC) v Mark Feuer, Scott Taylor, David Levy and Beechwood Capital Group, LLC., case # 1:2016 cv07646;"
 - (iii) the proceedings in the United States Bankruptcy Court, Southern District of Texas, Houston Division entitled, "Richard Schmidt, Litigation Trustee for Black Elk v. Beechwood Re Ltd., et al., case # 15-34287;"
 - (iv) the civil complaint in the United States District Court, Southern District of New York entitled, "Senior Health Insurance Company of Pennsylvania v Beechwood Re Ltd et al., case #: 1:18-cv-06658;"



- (v) the civil complaint in the United States District Court, Southern District of Indiana, entitled "Fuzion Analytics, Inc. v Beechwood Re Ltd, case # 1:18-cv-03072";
 - (vi) any other winding up, bankruptcy or any other recognition proceedings in the United Kingdom, United States or other jurisdiction where the Company has assets as the JOLs may consider necessary and appropriate; including, without limitation, proceedings to obtain relief under Chapter 15 of Title 11 of the United States Bankruptcy Code.
6. The JOLs' remuneration and expenses be paid out of the assets of the Company in accordance with section 109 of the Companies Law, the Insolvency Practitioner's Regulations 2018 and Order 20 of the Companies Winding Up Rules 2018.
 7. The JOLs be at liberty to meet all disbursements reasonably incurred with the performance of their functions.
 8. The JOLs shall have the authority to appoint Cayman Islands attorneys, United States attorneys, English solicitors and counsel, and any other jurisdiction where the Company has or may have assets, or as they may consider necessary to advise and assist them in the performance of their duties and to remunerate them for their reasonable fees and expenses out of the assets of the Company as an expense of the liquidation.
 9. The JOLs be at liberty to and do pay their agents, employees, attorneys, solicitors and whomsoever else they may employ or instruct, remuneration and costs, and for the avoidance of doubt, all such payments shall be made as and when they fall due out of the assets of the Company as expenses of the winding up.
 10. No suit, action or other proceedings, including criminal proceedings, shall be proceeded with or commenced against the Company except with the leave of the Court pursuant to section 97 of the Companies Law.
 11. No disposition of the Company's property by or with the authority of the JOLs in the carrying out of their duties and functions and the exercise of their powers under this Order shall be avoided by virtue of section 99 of the Companies Law.
 12. Any act required or authorised to be done by the JOLs may be done by any one of them.
 13. The JOLs shall provide to the Petitioner copies of all reports filed with this Court.



14. Pursuant to section 99 of the Companies Law, the dispositions of the Company's property set out in paragraph 30 of the Second Affidavit of Stuart Sybersma sworn on 21 November 2018 in these proceedings shall not be void.
15. The further remuneration of the Controllers' as approved by the Cayman Islands Monetary Authority and the further expenses of the Controllers shall be paid out of the assets of the Company as an expense of the official liquidation.
16. The costs of the Petitioner and of the Controllers incidental to the Petition be paid from the assets of the Company, to be taxed on the indemnity basis if not agreed.

Dated the 27th day of November 2018

Filed the 29th day of November 2018



The Honourable Mr. Justice Segal
JUDGE OF THE GRAND COURT

