

IN THE HIGH COURT OF JUSTICE

CHANCERY DIVISION

COMPANIES COURT

Before The Honourable Mr Justice Henderson

Thursday the 2nd day of December 2010



**IN THE MATTER OF TOKIO MARINE EUROPE INSURANCE LIMITED
(A COMPANY INCORPORATED AND REGISTERED IN ENGLAND AND WALES)
(FORMERLY KNOWN AS THE TOKIO MARINE & FIRE INSURANCE
COMPANY (U.K.) LIMITED)**

AND

IN THE MATTER OF THE COMPANIES ACT 2006

ORDER



UPON THE APPLICATION of Tokio Marine Europe Insurance Limited (the "**Scheme Company**") by Part 8 Claim Form issued on 29 November 2010 (the "**Application**")

AND UPON HEARING Counsel for the Scheme Company

AND UPON READING the Application and the written evidence filed

IT IS ORDERED AND DIRECTED THAT:

1. The Scheme Company be at liberty to convene a single meeting of its Scheme Creditors (as that term is defined in the proposed scheme of arrangement referred to below) (the "**Meeting**") at 11:00 a.m. London Time on 8 March 2011 (or as soon as reasonably practicable thereafter and in any event on or before 29 July 2011) at the offices of Sidley Austin LLP, Woolgate Exchange, 25 Basinghall Street, London EC2V 5HA, United Kingdom (or if such venue is not available for any reason, such other suitable venue in Central London as the Scheme Company may select) for the purpose of considering and, if thought fit, approving (with or without modification) a scheme of arrangement pursuant to Part 26 of the Companies Act 2006 proposed to be made between the Scheme Company and its Scheme Creditors (the "**Scheme**").

2. At least 56 clear days prior to the Meeting, a covering letter in the form or substantially the form of that approved by the Court (the "**Covering Letter**") enclosing the documents referred to in paragraph 3 be sent by pre-paid first class mail or airmail (as appropriate) addressed to: (i) each person or entity which PRO Insurance Solutions Limited of Bruton Court, Bruton Way, Gloucester, GL1 1DA, United Kingdom ("**PRO**") is aware and which it believes is or might be a Scheme Creditor and for which it has a current address; and (ii) to each existing broker or successor to a broker known by PRO to have placed business falling within the scope of the Scheme and for which it has a current address, in each case to what PRO reasonably believes to be its last known address.
3. With each Covering Letter sent pursuant to paragraph 2 shall be enclosed:
 - (a) the notice convening the Meeting (the "**Notice**");
 - (b) the explanatory statement required to be provided pursuant to section 897(1) (a) of the Companies Act 2006 and the schedules thereto (the "**Explanatory Statement**"); and
 - (c) the proxy and voting form (the "**Voting Form**").
4. The Covering Letter shall not be sent to those persons or entities who have confirmed to PRO that they have no continuing interest in respect of the Scheme Company, in relation to the business included in the Scheme.
5. At least 56 clear days prior to the Meeting, the documents referred to in paragraph 6 below shall be made available to Scheme Creditors to read on, or download from, the website at www.TMEIScheme.com (the "**Website**").
6. At least 56 clear days prior to the Meeting, an advertisement giving notice of the Meeting and stating that the following documents:
 - (a) the Voting Form;
 - (b) the Explanatory Statement; and
 - (c) the Scheme rules and appendices (the "**Scheme Document**")can be downloaded from the Website or obtained in hard copy, free of charge, by contacting PRO on the contact details given therein (the "**Advertisement**"), be published once in each of the newspapers and publications listed in the Schedule hereto, or in such further or other publications as may be deemed appropriate by the Scheme Company.
7. The Scheme Document, Explanatory Statement, Covering Letter, Notice, Advertisement and Voting Form contained in exhibit "**PAT1**" to the First Witness Statement of Philip Andrew Toft dated 25 November 2010, are hereby settled by the Court, subject to completion of blanks and minor modifications as advised by solicitors and Counsel, and approved for use at and in connection with the Meeting.
8. Unless the Court orders otherwise, the accidental omission to send notice of the Meeting to any Scheme Creditor or other person, or the non-receipt of notice of the

Meeting by a Scheme Creditor or other person shall not invalidate the proceedings at the Meeting.

9. Scheme Creditors be requested:
 - (a) to return their completed and signed Voting Form to PRO, at Bruton Court, Bruton Way, Gloucester GL1 1DA, United Kingdom, by post, fax or e-mail to be received no later than 11.59 p.m. (London Time) on 25 February 2011, or
 - (b) to hand their completed and signed Voting Form in at the registration desk prior to the commencement of the Meeting.
10. Frank Attwood of 21 Woodside Road, New Malden, Surrey KT3 3AW, United Kingdom, or if for any reason Mr Attwood is unable so to act, William Nigel James Montgomery of Sidley Austin LLP, Woolgate Exchange, 25 Basinghall Street, London EC2V 5HA, be appointed to act as chairman of the Meeting (the "**Chairman**") and any adjournment thereof and be directed to report the results of the said Meeting to the Court.
11. George Maher of Towers Watson, 71 High Holborn, London WC1V 6TP be appointed to act as vote assessor in relation to the Meeting and any adjournment thereof (the "**Vote Assessor**").
12. If for any reason there is a conflict of interest between Mr Maher and a creditor submitting a vote, Mr Maher will not act as Vote Assessor in relation to such vote. In such circumstances, the Scheme Company shall ask the President of the Institute of Actuaries to nominate a suitably qualified person to act as substitute Vote Assessor in relation to that vote.
13. The Chairman be at liberty to adjourn the Meeting for such period as he shall deem appropriate, provided that such Meeting recommences as soon as reasonably practicable thereafter.
14. The Chairman be at liberty to accept a Voting Form sent by e-mail or fax provided that it is legible to him and shall be entitled to accept otherwise incomplete or late Voting Forms at his discretion after the date fixed in the Notice (but, for the avoidance of doubt, provided that any such Voting Form is received before the vote at the Meeting has been held).
15. The Chairman be entitled to rely on the signature on the Voting Form as a warranty that the signatory has been duly authorised by the relevant Scheme Creditor to sign the form on behalf of that Scheme Creditor.
16. The Chairman be at liberty to permit the attendance of persons who are not entitled to attend and vote at the Meeting unless an objection is made by a Scheme Creditor entitled to attend and vote at the Meeting (or by a proxy for such a Scheme Creditor). If such persons are permitted to attend, they shall not be entitled to speak at the Meeting.
17. The Chairman shall determine the right of and entitlement of a Scheme Creditor to vote (either at all, or in relation to particular contracts for which it has submitted values on its Voting Form) at the Meeting, and any other matters arising in relation to

the votes (save the value of each vote, which is to be determined by the Vote Assessor pursuant to paragraph 20). The Chairman shall make his determination by reference to any information supplied (i) by the relevant Scheme Creditor (whether in connection with or in its Voting Form or otherwise) and (ii) by PRO and/or the Scheme Company.

18. The Chairman be entitled to allow each Lloyd's Syndicate whose underwriting members are or may be Scheme Creditors of the Scheme Company in their capacity as members of such syndicate one vote in number only, the value of the said vote, for the Vote Assessor's purposes, being the aggregate of the claims of such members in respect of their membership of such syndicate.
19. The Vote Assessment Protocol contained in exhibit "**PAT1**" to the First Witness Statement of Philip Andrew Toft dated 25 November 2010 (the "**Vote Assessment Protocol**") is hereby settled by the Court, subject to minor modifications as advised by solicitors and Counsel, and approved for use in connection with the Meeting.
20. The Vote Assessor shall (save in the circumstances referred to in paragraph 21) determine the value of each Scheme Creditor's vote in accordance with the terms of the Vote Assessment Protocol and shall report his findings to the Chairman. Votes will be valued as at the date of the Meeting, with a discount to reflect the time value of money. The Vote Assessor shall have the power to determine what he considers to be a fair and reasonable assessment of the Scheme Creditor's vote value, if any.
21. If all the votes in the Meeting are cast in the same direction, the Vote Assessor will not review the values of the votes cast at the Meeting, and the value for which each Scheme Creditor shall be entitled to vote at the Meeting shall be determined by the Chairman.
22. The Chairman shall (subject to his determination pursuant to paragraph 17) adopt the vote values determined by the Vote Assessor. In the event that the Vote Assessor determines that the value of a Scheme Creditor's vote is zero, or that following the application of set-off their net position is as a debtor rather than a creditor of the Scheme Company in relation to the business included in the Scheme, their vote will not be taken into account by the Chairman when determining whether the required statutory majorities have been achieved.
23. For voting purposes, set-off shall be applied in respect of, and only in respect of, any amounts arising in relation to Scheme Reinsurance Contracts (as defined in the Scheme) which are established as due from Scheme Creditors to the Scheme Company at the date of the Meeting. For those purposes, the Chairman shall be responsible for determining whether such a sum is currently due, on the basis of the evidence provided (i) by the Scheme Creditor in connection with or in its Voting Form, and (ii) by PRO and/or the Scheme Company.
24. The Chairman be at liberty to accept a Scheme Creditor's vote notwithstanding failure by such Scheme Creditor to comply with the relevant requirements contained in the Voting Form, if sufficient information has been provided in the Voting Form or by some other means to enable the Vote Assessor to assess the fairness and reasonableness of the value for which such Scheme Creditor should be permitted to vote.

25. For the purposes of determining whether the required statutory majorities of Scheme Creditors voting for the Scheme have been achieved, the Chairman shall, where necessary using the figures supplied to him by the Vote Assessor, convert all claims of Scheme Creditors voting (whether in person or by proxy) at the Meeting into Pounds Sterling at the closing mid-point rates of exchange as shown in the Financial Times UK Edition for 25 February 2011 (or if no such rates are published, such other exchange rates as the Chairman shall reasonably select).
26. The Chairman be directed to file a report with the Court on the Meeting and the results of the voting prior to the hearing of the application for sanction of the Scheme (assuming the requisite majorities are obtained at the Meeting).
27. The Claim Form be adjourned generally with liberty to the Scheme Company to restore it in accordance with paragraph 28 below.
28. If the Scheme is approved at the Meeting by the required statutory majorities, the Claim Form shall be restored and a further Court hearing at which the Scheme Company shall seek the sanction of the Court to the Scheme shall be listed.
29. It is declared, affirmed and certified that (i) proceedings pursuant to Part 26 of the Companies Act 2006 have been commenced by the Scheme Company and are pending before the High Court of Justice of England and Wales and (ii) that David McGuigan has been duly appointed as, and is, the foreign representative of the pending proceedings concerning the scheme of arrangement of the Scheme Company for the purpose of filing a petition for recognition of that Scheme, and for additional relief, with the United States Bankruptcy Court under Chapter 15 of the United States Bankruptcy Code.
30. It is further declared, affirmed and certified that David McGuigan is entitled to petition the courts of any jurisdiction to obtain recognition or enforcement of the Scheme or, in connection with the Scheme, to bring, commence or defend any Proceedings (as defined in the Scheme) in the name of and, in so far as permitted by law, on behalf of the Scheme Company, in any matter affecting the Scheme Company, in any jurisdiction, or to prevent the continuation or commencement of any Proceedings against either the Scheme Company or its Property (as defined in the Scheme), or any act or the commencement or continuation of any Proceedings to create or enforce a lien against such Scheme Property, and/or to seek such other relief as he deems appropriate or which the relevant court, tribunal or body may grant.
31. There be liberty to apply.

SCHEDULE

Publication	Type
Business Insurance (USA) (Worldwide)	International Trade Journal - insurance
The Financial Times (UK edition)	National and International Newspaper - business
Insurance Day (International)	International Trade Newspaper - insurance
London Gazette	Official Gazette
Wall Street Journal (USA - national)	National Newspaper - business
Wall Street Journal (International)	International Newspaper - business

Claim No. 9791 of 2010

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CHANCERY DIVISION

COMPANIES COURT

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Thursday the 2nd day of December 2010

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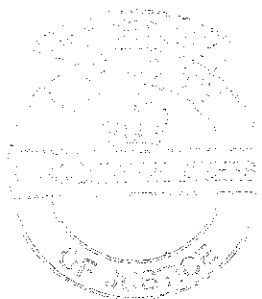
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Sidley Austin LLP

Woolgate Exchange

25 Basinghall Street

London EC2V 5HA

Ref: NM/33983-10020

Tel: 0207 360 3600

Fax: 0207 626 7937

Solicitors for the Scheme Company

as applicant in this matter