

**DIEMER & WEI, LLP**

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Facsimile: 408-971-6271  
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**WILLKIE FARR & GALLAGHER LLP**

Matthew A. Feldman (*pro hac vice*)  
Joseph G. Minias (*pro hac vice*)  
Benjamin P. McCallen (*pro hac vice*)  
Daniel I. Forman (*pro hac vice*)  
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bmccallen@willkie.com  
dforman@willkie.com

*Counsel for Ad Hoc Group of Subrogation Claim Holders*

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

**In re:**

**PG&E CORPORATION,**

**-and-**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors.**

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric  
Company  
☒ Affects both Debtors

*\* All papers shall be filed in the lead case,  
No. 19-30088 (DM)*

Chapter 11  
Bankr. Case No. 19-30088 (DM)  
(Jointly Administered)

**NOTICE OF FILING OF INSURER  
ADOPTION AGREEMENT REGARDING  
MUTUAL MADE WHOLE RELEASE**

1 The Ad Hoc Group of Subrogation Claim Holders (the “**Ad Hoc Subrogation Group**”) in the  
2 above-captioned chapter 11 cases of PG&E Corporation and Pacific Gas and Electric Company  
3 (collectively, “**Debtors**”), by its attorneys Willkie Farr & Gallagher LLP and Diemer & Wei, LLP,  
4 hereby submits this notice (the “**Notice**”) pursuant to the requirements of the Mutual Made Whole  
5 Release. *See Debtors’ and Shareholder Proponents’ Joint Chapter 11 Plan of Reorganization Dated*  
6 *May 22, 2020* [Docket No. 7521] (the “**Plan**”) at Exhibit C.<sup>1</sup>

7 **NOTICE**

8 WHEREAS paragraph I of the Mutual Made Whole Release provides, in part, that “[t]his  
9 Mutual Release is conditioned upon the Insurer, or the Insurer’s successor on behalf of the Insurer,  
10 filing in the Chapter 11 case the Insurer Adoption Agreement, which states the Insurer releases, as to  
11 the Made Whole Doctrine only, each Claimant who signs and agrees to the terms of this Mutual  
12 Release.”

13 NOW, THEREFORE, the Ad Hoc Subrogation Group attaches as Exhibit A to this Notice the  
14 Insurer Adoption Agreement with all Insurers’ signatures collected to date.<sup>2</sup>

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<sup>1</sup> Capitalized terms used but not defined shall have the meanings ascribed in the Plan.

27<sup>2</sup> In the event that more Insurers sign the Insurer Adoption Agreement, the Ad Hoc Subrogation Group will file  
28 subsequent notices in these bankruptcy cases.

1 Dated: June 22, 2020

2  
3 **WILLKIE FARR & GALLAGHER LLP**

4  
5 /s/ Matthew A. Feldman

6 Matthew A. Feldman (*pro hac vice*)

7 Joseph G. Minias (*pro hac vice*)

8 Benjamin P. McCallen (*pro hac vice*)

9 Daniel I. Forman (*pro hac vice*)

10 787 Seventh Avenue

11 New York, NY 10019-6099

12 Telephone: (212) 728-8000

13 Facsimile: (212) 728-8111

14 Email: mfeldman@willkie.com

15 jminias@willkie.com

16 bmccallen@willkie.com

17 dforman@willkie.com

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21 San Jose, CA 95113

22 Telephone: (408) 971-6270

23 Facsimile: (408) 971-6271

24 Email: kdiemer@diemerwei.com

25 *Counsel for Ad Hoc Group of Subrogation Claim Holders*

# **EXHIBIT A**



### INSURER ADOPTION AGREEMENT

The undersigned Insurer has read and understands the Mutual Made Whole Release attached hereto as Exhibit A,<sup>1</sup> and agrees to be bound by the terms thereof as to each Claimant that is the undersigned Insurer's (or its predecessor's) insured that signs the Mutual Made Whole Release upon, and only upon, the execution of such Mutual Made Whole Release and submission to the Fire Victim Trust by such Claimant following the Effective Date of the Debtors' Plan and the funding of the Subrogation Wildfire Trust with \$11 billion. For the avoidance of doubt, "Insurer" as used in the Mutual Made Whole Release shall include (without limitation) the California Insurance Guarantee Association.

**Insurer**

Insurer Name:

Assurant (American Security Ins. Co., Standard

By:

Peter J. Loughlin

Name:

PETER J. LOUGHLIN

Title:

VICE PRESIDENT

Guaranty Ins. Co.,  
and American  
Bankers Ins. Co.)

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.


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### **Insurer**

Carrier Group: Starr Tech

Insurer Names: ACE American Insurance Company  
Starr Surplus Lines Insurance Company  
General Security Indemnity Company of Arizona

By:   
Name: Paul Casetta  
Title: Subrogation Attorney

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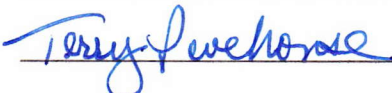
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#### **Insurer**

Insurer Name: Riverstone (Advent)

By: 

Name: Terry Pevehouse

Title: Subrogation Account Manager

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### **Insurer**

Insurer Name: American International Group, Inc.<sup>2</sup>

By: *Russell Lippman*

Name: Russell Lippman

Title: Authorized Signatory

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

<sup>2</sup> This Insurer Adoption Agreement is being entered into on behalf of American International Group, Inc., and its subsidiaries, including, without limitation, the subsidiaries listed in **Exhibit B**.

**Exhibit B: Subsidiaries of American International Group, Inc.**

AIG Europe Limited

AIG Europe, S.A.

AIG Property Casualty Company

AIG Specialty Insurance Company

American Home Assurance Company

American International Group UK Limited

Commerce and Industry Insurance Company

Granite State Insurance Company

Illinois National Insurance Co.

Lexington Insurance Company

National Union Fire Insurance Company of Pittsburgh, Pa.

New Hampshire Insurance Company

The Insurance Company of the State of Pennsylvania


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### **Insurer**

Carrier Group: Munich RE America

Insurer Names: American Alternative Insurance Company  
American Family Home Insurance Company  
The Princeton Excess & Surplus Lines Insurance

By:   
Name: Paul Casetta  
Title: Subrogation Attorney

---

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

## **INSURER ADOPTION AGREEMENT**

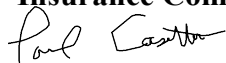
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### **Insurer**

Creditor/Carrier Group Name: **American Modern**

Insurer Names: **American Family Home Insurance Company; American Modern Home Insurance Company**

By:



Name:

Paul Casetta

Title:

Subrogation Attorney

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### **Insurer**

Insurer Name: Amica Mutual Insurance Company

By: 

Name: Bryce Wahl

Title: Associate Claims Examiner

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### **Insurer**

Insurer Name: All Interested Underwriters standing behind AmRisc

By: Terry Pevehouse

Name: Terry Pevehouse \_\_\_\_\_

Title: Subrogation Account Manager  
Sedgewick | Delegate Authority - Representative

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### **Insurer**

Insurer Name: AmTrust North America and its underwriting carrier's; Security National Insurance Company, Technology Insurance Company, Inc. and Wesco Insurance Company

By: \_\_\_\_\_

Name: Ronny Roundtree

Title: Recovery Claims Director

---

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**Exhibit A: Mutual Made Whole Release**

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### **Insurer**

Insurer Name: American National Property And Casualty

By: 

Name: Stuart M. Paulson, J.D.

Title: S.V.P., P&C Claims

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**Insurer:**

**APOLLO CREDIT STRATEGIES MASTER FUND, LTD.,**  
as assignee of Allianz Global Risks US Insurance Company

By: Apollo ST Fund Management LLC, its investment manager

By:  \_\_\_\_\_

Name: Joseph D. Glatt  
Title: Vice President

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### **Insurer**

Insurer Name: **Arch Specialty Insurance Company**

By: 

Name: Paul Casetta

Title: Subrogation Attorney

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### **Insurer**

Insurer Name:

Certain Underwriters at Lloyd's

By:

Name:

Elena Rojas

Title:

Subrogation TPA Account Manager

---

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### **Insurer**

Insurer Name: Global Indemnity

By: [Signature]

Name: David Elliott

Title: SVP Claims

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### **Insurer**

Insurer Name: ASI Select Insurance Corp.

By: 

Name: David Clark

Title: Subrogation Supervisor

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\* Aspen American Insurance Co.  
Aspen Insurance UK Limited

#### **Insurer**

Insurer Name:

Aspen Specialty Insurance Co. \*

By:

*Anthony Annello*

Name:

Anthony Annello

Title:

V.P., Property Claims

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**Insurer**

Insurer Name:

Assurant (American Security Ins. Co., Standard

By:

Peter J. Loughlin

Name:

PETER J. LOUGHLIN

Title:

VICE PRESIDENT

Guaranty Ins. Co.,  
and American  
Bankers Ins. Co.)


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### **Insurer**

Insurer Name: Attestor Value Master Fund

By: 

Name: Christopher Guth

Title: Authorised Attorney

---

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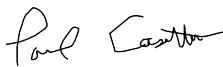
### **Insurer**

Carrier Group: Axis Specialty

Insurer Names: Axis Specialty Europe SE

Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No.  
PN1700079

By:



Name:

Paul Casetta

Title:

Subrogation Attorney

---

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**Insurer**

Insurer Name: Barbican Managing Agency Limited for and on behalf of Syndicate 1955 at Lloyds

By: Sian Martin

Name: Sian Martin

Title: Syndicate 1955 Claims Manager

---

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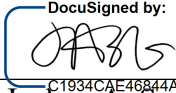
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**Insurers**

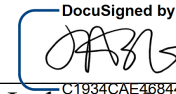
BG RESOLUTION PARTNERS I-A, L.L.C.

By: BRP Partners II, Inc., its Manager

By:   
Name: Joshua A. S. Greenhill  
Title: Vice President

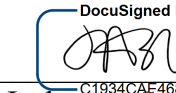
BG RESOLUTION PARTNERS I-B, L.L.C.

By: BRP Partners II, Inc., its Manager

By:   
Name: Joshua A. S. Greenhill  
Title: Vice President

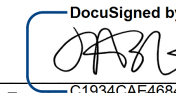
BG RESOLUTION PARTNERS II-A, L.L.C.

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Name: Joshua A. S. Greenhill  
Title: Vice President

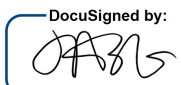
BG RESOLUTION PARTNERS II-B, L.L.C.

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By:   
Name: Joshua A. S. Greenhill  
Title: Vice President

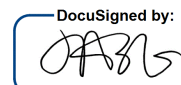
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By: BRP Partners II, Inc., its Manager

By:   
Name: Joshua A. S. Greenhill  
Title: Vice President

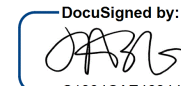
BG RESOLUTION PARTNERS III-B, L.L.C.

By: BRP Partners II, Inc., its Manager

By:   
Name: Joshua A. S. Greenhill  
Title: Vice President


BG RESOLUTION PARTNERS IV-A, L.L.C.

By BRP Partners II, Inc., its Manager

By:   
Name: Joshua A. S. Greenhill  
Title: Vice President

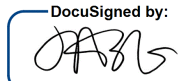
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By: BRP Partners II, Inc., its Manager

By:   
Name: Joshua A. S. Greenhill  
Title: Vice President

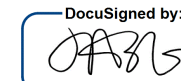
BG RESOLUTION PARTNERS V-A, L.L.C.

By: BRP Partners II, Inc., its Manager

By:   
Name: Joshua A. S. Greenhill  
Title: Vice President

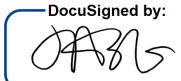
BG RESOLUTION PARTNERS V-B, L.L.C.

By: BRP Partners II, Inc., its Manager

By:   
Name: Joshua A. S. Greenhill  
Title: Vice President


BG RESOLUTION PARTNERS VI, L.L.C.

By: BRP Partners II, Inc., its Manager

By:   
Name: Joshua A. S. Greenhill  
Title: Vice President

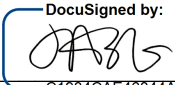
BG RESOLUTION PARTNERS VII, L.L.C.

By BRP Partners II, Inc., its Manager

By:   
Name: Joshua A. S. Greenhill  
Title: Vice President

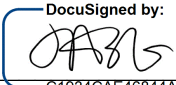
BG INVESTMENT PARTNERS I-B, L.L.C.

By: BRP Partners II, Inc., its Manager

By:   
Name: Joshua A. S. Greenhill  
Title: Vice President

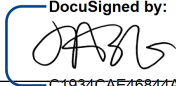
BG INVESTMENT PARTNERS II-A, L.L.C.

By: BRP Partners II, Inc., its Manager

By:   
Name: Joshua A. S. Greenhill  
Title: Vice President

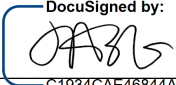
BG INVESTMENT PARTNERS II-B, L.L.C.

By: BRP Partners II, Inc., its Manager

By:   
Name: Joshua A. S. Greenhill  
Title: Vice President

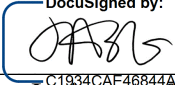
BG ACQUISITION PARTNERS I-A, L.L.C.

By: BRP Partners II, Inc., its Manager

By:   
Name: Joshua A. S. Greenhill  
Title: Vice President

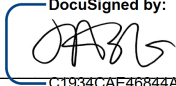
BG ACQUISITION PARTNERS I-B, L.L.C.

By: BRP Partners II, Inc., its Manager

By:   
Name: Joshua A. S. Greenhill  
Title: Vice President

BG SUBROGATION PARTNERS I-A, L.L.C.

By: BRP Partners II, Inc., its Manager

By:   
Name: Joshua A. S. Greenhill  
Title: Vice President

**Exhibit A: Mutual Made Whole Release**

## INSURER ADOPTION AGREEMENT

The undersigned Insurer has read and understands the Mutual Made Whole Release attached hereto as **Exhibit A**,<sup>1</sup> and agrees to be bound by the terms thereof as to each Claimant that is the undersigned Insurer's (or its predecessor's) insured that signs the Mutual Made Whole Release upon, and only upon, the execution of such Mutual Made Whole Release and submission to the Fire Victim Trust by such Claimant following the Effective Date of the Debtors' Plan and the funding of the Subrogation Wildfire Trust with \$11 billion. For the avoidance of doubt, "Insurer" as used in the Mutual Made Whole Release shall include (without limitation) the California Insurance Guarantee Association.

### **Insurer**

Carrier Group: Beazley

Insurer Names: Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No.  
PTAM1701507  
Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No.  
B128415509W18  
Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No.  
W1D52B160101  
Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No.  
W1DC80180201

By: 

Name: Paul Casetta

Title: Subrogation Attorney

---

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

### INSURER ADOPTION AGREEMENT

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**Insurer**

Insurer Name: Berkley National Insurance Co. and Berkley Regional Insurance Co.

By: 

Name: Scott G. Johnson

Title: Attorney of Record

---

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## **INSURER ADOPTION AGREEMENT**

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### **Insurer**

Carrier Group: Berkshire Hathaway

Insurer Names: Berkshire Hathaway Specialty Insurance Company  
National Fire & Marine Insurance Company

By: 

Name: Paul Casetta

Title: Subrogation Attorney

---

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

### INSURER ADOPTION AGREEMENT

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#### **Insurer**

Insurer Name: California Casualty Indemn Exchange  
By: Jeff Graticis  
Name: [Signature]  
Title: Claim Director of Operations

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

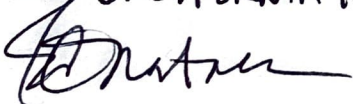
### **INSURER ADOPTION AGREEMENT**

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#### **Insurer**

Insurer Name: CALIFORNIA FAIR PLAN ASSOCIATION

By:



Name: ESTEE C. NATALE

Title: VP- CLAIMS

- 2 -

WFG Draft 5/13/20  
Privileged & Confidential

**Exhibit A: Mutual Made Whole Release**

- 2 -

### INSURER ADOPTION AGREEMENT

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**Insurer**

Insurer Name:

CALIFORNIA MUTUAL

By:



Name:

MATT CURLEY

Title:

DIRECTOR of CLAIMS

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

## **INSURER ADOPTION AGREEMENT**

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### **Insurer**

Insurer Name: Canopius Managing Agents Ltd.

By: 

Name: Jill Kumm

Title: On behalf of Canopius Managing Agents Ltd.

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

## INSURER ADOPTION AGREEMENT

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### **Insurer**

Insurer Name: Precision Risk Management, Inc. on behalf of Century National Insurance

By:

Name:

Title:

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

## **INSURER ADOPTION AGREEMENT**

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### **Insurer**

Insurer Name: Chubb

By: *John Serio*

Name: John Serio

Title: AVP, Litigation Specialist, Subrogation, NA Claims

---

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## INSURER ADOPTION AGREEMENT

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### **Insurer**

Insurer Name: California Insurance Guarantee Association

By: Brad Roebber

Name: BRAD ROEBBER

Title: EXECUTIVE DIRECTOR

---

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.



## **INSURER ADOPTION AGREEMENT**

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### **Insurer**

Insurer Name: The Cincinnati Insurance Companies



Recoverable Signature

X

Jay O'Hara

Asst Secretary / Manager

Signed by: jay\_ohara@cinfin.com

By:

Name:

Title:

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

## INSURER ADOPTION AGREEMENT

The undersigned Insurer has read and understands the Mutual Made Whole Release attached hereto as **Exhibit A**,<sup>1</sup> and agrees to be bound by the terms thereof as to each Claimant that is the undersigned Insurer's (or its predecessor's) insured that signs the Mutual Made Whole Release upon, and only upon, the execution of such Mutual Made Whole Release and submission to the Fire Victim Trust by such Claimant following the Effective Date of the Debtors' Plan and the funding of the Subrogation Wildfire Trust with \$11 billion. For the avoidance of doubt, "Insurer" as used in the Mutual Made Whole Release shall include (without limitation) the California Insurance Guarantee Association.

**Insurer** CNA and its entities: American Casualty Company, Continental Casualty Company, Continental Insurance Company, National Fire Insurance Company of Hartford, Transportation Insurance Company, and Valley Forge Insurance Company

**Insurer Name:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

Peter McCarron

**Title:** \_\_\_\_\_

SVP Claim

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

## INSURER ADOPTION AGREEMENT

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### **Insurer**

Insurer Name: Cowen Special Investments LLC

By:  \_\_\_\_\_

Name: Burton Wells

Title: Authorized Signatory

---

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

## **INSURER ADOPTION AGREEMENT**

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### **Insurer**

Insurer Name: Crestmont Insurance Company

By: 

Name: Paul Casetta

Title: Subrogation Attorney

---

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

## INSURER ADOPTION AGREEMENT

The undersigned Insurer has read and understands the Mutual Made Whole Release attached hereto as Exhibit A,<sup>1</sup> and agrees to be bound by the terms thereof as to each Claimant that is the undersigned Insurer's (or its predecessor's) insured that signs the Mutual Made Whole Release upon, and only upon, the execution of such Mutual Made Whole Release and submission to the Fire Victim Trust by such Claimant following the Effective Date of the Debtors' Plan and the funding of the Subrogation Wildfire Trust with \$11 billion. For the avoidance of doubt, "Insurer" as used in the Mutual Made Whole Release shall include (without limitation) the California Insurance Guarantee Association.

### **Insurer**

Insurer Name: Crusader Insurance Company

By:  6-4-20

Name: Adam LaPierre

Title: Chief Claims Officer

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

## INSURER ADOPTION AGREEMENT

The undersigned Insurer has read and understands the Mutual Made Whole Release attached hereto as **Exhibit A**,<sup>1</sup> and agrees to be bound by the terms thereof as to each Claimant that is the undersigned Insurer's (or its predecessor's) insured that signs the Mutual Made Whole Release upon, and only upon, the execution of such Mutual Made Whole Release and submission to the Fire Victim Trust by such Claimant following the Effective Date of the Debtors' Plan and the funding of the Subrogation Wildfire Trust with \$11 billion. For the avoidance of doubt, "Insurer" as used in the Mutual Made Whole Release shall include (without limitation) the California Insurance Guarantee Association.

### **Insurer**

Insurer Name: CSE Insurance Group

By: 

Name: Diana Puig

Title: Vice President of Claims

---

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

## INSURER ADOPTION AGREEMENT

The undersigned Insurer has read and understands the Mutual Made Whole Release attached hereto as **Exhibit A**,<sup>1</sup> and agrees to be bound by the terms thereof as to each Claimant that is the undersigned Insurer's (or its predecessor's) insured that signs the Mutual Made Whole Release upon, and only upon, the execution of such Mutual Made Whole Release and submission to the Fire Victim Trust by such Claimant following the Effective Date of the Debtors' Plan and the funding of the Subrogation Wildfire Trust with \$11 billion. For the avoidance of doubt, "Insurer" as used in the Mutual Made Whole Release shall include (without limitation) the California Insurance Guarantee Association.

### **Insurer**

Insurer Name: THE DENTISTS INSURANCE COMPANY

By: 

Name: ROBERT SPINELLI

Title: CEO

---

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

**INSURER ADOPTION AGREEMENT**

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**Insurer**Insurer Name: EMC Insurance CompaniesBy: Name: Rowdy EvansTitle: subrogation consultant

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.



## **INSURER ADOPTION AGREEMENT**

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### **Insurer**

Carrier Group: Sampo International

Insurer Names: Endurance American Specialty Insurance Company  
Endurance Specialty Insurance Company

By: Paul Casetta

Name: Paul Casetta

Title: Subrogation Attorney

---

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### **Insurer**

Carrier Group: Everest

Insurer Names: Everest Indemnity Insurance Company  
Everest National Insurance Company

By: 

Name: Paul Casetta

Title: Subrogation Attorney

---

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## **INSURER ADOPTION AGREEMENT**

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### **Insurer**

Insurer Name: Everest National Insurance Company

By: *Takiea Mance*

Name: Takiea Mance

Title: Claims Examiner II

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

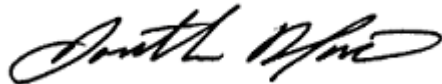
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### **Insurer**

Insurer Name: Farmers Insurance \*

By:



Name: Jonathan Hart

Title: Director of Subrogation

\* 21st Century Insurance Company, COAST NATIONAL INSURANCE COMPANY, Farmers Insurance Company of Idaho, Farmers Insurance Company of Oregon, Farmers Insurance Exchange, FARMERS SPECIALTY INSURANCE COMPANY, Fire Insurance Exchange, FOREMOST INSURANCE COMPANY GRAND RAPIDS, MICHIGAN, FOREMOST PROPERTY AND CASUALTY INSURANCE COMPANY, FOREMOST SIGNATURE INSURANCE COMPANY, Illinois Farmers Insurance Company, Insurance Underwriting Company, Mid-Century Insurance Company, and Truck Insurance Exchange

---

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### INSURER ADOPTION AGREEMENT

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**Insurer**

Insurer Name: Federated Insurance  
By: Toni E. Willey  
Name: Toni E. Willey  
Title: Regional Claims Manager

---

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

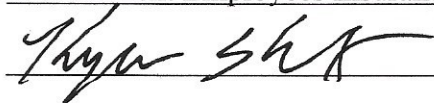
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### **Insurer**

Insurer Name: Government Employees Insurance Company

By:



Name:

Kyle Short

Title:

Subrogation Manager

---

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

## INSURER ADOPTION AGREEMENT

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### **Insurer**

Insurer Name: Generali US Branch

By: 

Name: Paul Casetta

Title: Subrogation Attorney

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

## **INSURER ADOPTION AGREEMENT**

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### **Insurer**

Insurer Name: GRANGE INSURANCE ASSOCIATION

By: /s/ *Brandon Mathias* (electronic signature provided due to present lack of printer or scanner)

Name: Brandon Mathias

Title: Claims Manager

---

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.




## **INSURER ADOPTION AGREEMENT**

The undersigned Insurer has read and understands the Mutual Made Whole Release attached hereto as **Exhibit A**,<sup>1</sup> and agrees to be bound by the terms thereof as to each Claimant that is the undersigned Insurer's (or its predecessor's) insured that signs the Mutual Made Whole Release upon, and only upon, the execution of such Mutual Made Whole Release and submission to the Fire Victim Trust by such Claimant following the Effective Date of the Debtors' Plan and the funding of the Subrogation Wildfire Trust with \$11 billion. For the avoidance of doubt, "Insurer" as used in the Mutual Made Whole Release shall include (without limitation) the California Insurance Guarantee Association.

### **Insurer**

Insurer Name:           Great American Insurance Company  
                                  Great American Assurance Company  
                                  Great American E&S Insurance Company  
                                  Great American Insurance Company of New York  
                                  Great American Alliance Insurance Company  
                                  Great American Spirit Insurance Company

By:   
Name:           Raymond H. Corley  
Title:           Divisional Vice President Corporate Claims

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

### INSURER ADOPTION AGREEMENT

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#### **Insurer**

Insurer Name: Great American Insurance

By: Chris L. Wright

Name: Chris L. Wright

Title: Divisional Assistant Vice-President of Claims,  
Specialty Equipment Division

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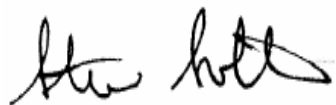
<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

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### **Insurer**

Insurer Name: Great Lakes Reinsurance (SE)

By: \_\_\_\_\_

Name: Steven Soltman

Title: Its Attorney and Authorized Representative

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

### INSURER ADOPTION AGREEMENT

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#### **Insurer**

Insurer Name: *Berkshire Hathaway Guard Insurance Company*

By: *Quinn Conaboy*

Name: *Quinn Conaboy*

Title: *Subrogation Manager*

- 2 -

*WFG Draft 5/13/20  
Privileged & Confidential*

**Exhibit A: Mutual Made Whole Release**

- 2 -

## INSURER ADOPTION AGREEMENT

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### **Insurer**

Insurer Name: GuideOne Insurance

By:

A handwritten signature in blue ink, appearing to read "Brian Nelson", is written over a horizontal line.

Name: Brian Nelson

Title: SVP Claim

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## INSURER ADOPTION AGREEMENT

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### **Insurer**

Insurer Name: HAGERTY Ins. Co.

By: Stephen A. Seiber

Name: SA Seiber

Title: Recovery Manager

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.



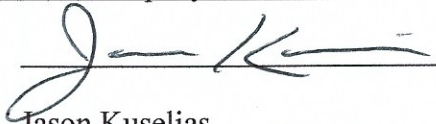
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### **Insurer**

Insurer Name: Hartford Accident & Indemnity Company and affiliates, including Trumbull Insurance Company, Hartford Fire Insurance Company, Sentinel Insurance Company, Ltd., Hartford Casualty Insurance Company, Hartford Underwriters Insurance Company, Property & Casualty Insurance Company of Hartford, Twin City Fire Insurance Company

By:



Name:

Jason Kuselias

Title:

Assistant Vice President

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

## **INSURER ADOPTION AGREEMENT**

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### **Insurer**

Carrier Group: HDI Global

Insurer Names: HDI Global SE  
HDI Global Insurance Company  
International Insurance Company of Hannover SE

By: 

Name: Paul Casetta

Title: Subrogation Attorney

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### **Insurer**

Insurer Name: Houston Casualty Company

By: Fidelis Claims Services LLC

Name: 

Title: Senior Director-Inland Marine Claims

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### **Insurer**

Insurer Name: Interinsurance Exchange of the Automobile Club

By: 

Name: John K. Beckley

Title: Deputy General Counsel

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.


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### **Insurer**

Carrier Group: Ironshore

Insurer Names: Ironshore Insurance, Ltd.  
Ironshore Specialty Insurance Company

By: 

Name: Paul Casetta

Title: Subrogation Attorney


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### INSURER ADOPTION AGREEMENT

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#### **Insurer**

Insurer Name: Leading Insurance Services, Inc., US Manager for  
Kookmin Best Insurance Co.  
By:   
Ltd, US Branch  
Name: Sally Song  
Title: Claims Analyst

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

## **INSURER ADOPTION AGREEMENT**

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### **Insurer**

Carrier Group: RSUI Group

Insurer Names: Landmark American Insurance Company  
RSUI Indemnity Company

By: 

Name: Paul Casetta

Title: Subrogation Attorney

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## INSURER ADOPTION AGREEMENT

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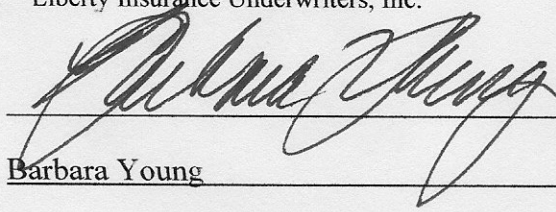
### **Insurer**

Insurer Name: Liberty Mutual Insurance Company on behalf of itself and any and all of its affiliates and subsidiaries, including, without limitation:

- American Economy Insurance Company
- American Fire & Casualty Company
- American States Insurance Company
- American States Preferred
- Employers Insurance Company of Wausau
- First Liberty Insurance Group
- First National Insurance Company of America
- General Insurance Company of America
- Golden Eagle Insurance Company
- Ironshore Indemnity Inc.
- Ironshore Insurance Ltd.
- Ironshore Specialty Insurance Company
- Liberty Insurance Corporation
- Liberty Insurance Underwriters, Inc.
- Liberty Mutual Holding Company
- Liberty Mutual Insurance Company
- Liberty Mutual Insurance Europe Ltd.
- Liberty Mutual Fire Insurance Company
- Liberty Surplus Insurance Company
- LM General Insurance Company
- Ohio Casualty Insurance Company
- Ohio Security Insurance Company
- Peerless Indemnity Insurance Company
- Peerless Insurance Company
- Safeco Insurance Company of America
- Safeco Insurance Company of Illinois
- Safeco Insurance Company of Oregon
- West American Insurance Company

By:

Name:

  
Barbara Young

Title:

Senior Claims Manager

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

## **INSURER ADOPTION AGREEMENT**

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### **Insurer**

Insurer Name: Certain at Lloyds, London (Atrium)

By: \_\_\_\_\_

Name: Steven Soltman

Title: Its Attorney and Authorized Representative

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### **Insurer**

Insurer Name: Certain Underwriters at Lloyds, London (Novae)

By: \_\_\_\_\_

Name: Steven Soltman

Title: Its Attorney and Authorized Representative

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## INSURER ADOPTION AGREEMENT


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### **Insurer**

Carrier Group: Argo Global

Insurer Names: Certain Underwriters at Lloyd's of London UK Subscribing to Policy No. B0429BA1704109  
Certain Underwriters at Lloyd's of London UK Subscribing to Policy No. B1230AP01428A17;  
Certain Underwriters at Lloyd's of London UK Subscribing to Policy No. B126BW0024518ADA  
Certain Underwriters at Lloyd's of London UK Subscribing to Policy No. B1156OARPAR180N  
Certain Underwriters at Lloyd's of London UK Subscribing to Policy No. NGW44183016  
Certain Underwriters at Lloyd's of London UK Subscribing to Policy No. ABLD058028  
Certain Underwriters at Lloyd's of London UK Subscribing to Policy No. B1526003441300301  
Certain Underwriters at Lloyd's of London UK Subscribing to Policy No. B1230AP01428A17  
Certain Underwriters at Lloyd's of London UK Subscribing to Policy No. B1262BW0024518  
Certain Underwriters at Lloyd's of London UK Subscribing to Policy No. B1156BD1700735000

By:



Name:

Paul Casetta

Title:

Subrogation Attorney

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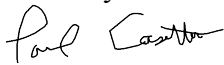
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### **Insurer**

Insurer Name: Certain Underwriters at Lloyd's of London, UK and Insurers Subscribing to  
Policy No. B1230AP56189A17

By: 

Name: Paul Casetta

Title: Subrogation Attorney

---

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

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### **Insurer**

Carrier Group: Canopus

Insurer Names: Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No.  
B57635DAA  
Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No.  
B63355AAA  
Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No.  
B55721BAA

By:



Name:

Paul Casetta

Title:

Subrogation Attorney

---

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.


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### **Insurer**

Carrier Group: Novae Group

Insurer Names: Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No.  
LSI100402-05  
Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No.  
LSI103618-01  
Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No.  
B0507L16360-521  
Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No.  
LSI100966-04

By: 

Name: Paul Casetta

Title: Subrogation Attorney

---

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### **Insurer**

Carrier Group: Tokio Marine-HCC

Insurer Names: Certain Underwriters at Lloyd's of London, UK and Insurers Subscribing to  
Policy No. P17A1770A001  
Certain Underwriters at Lloyd's of London, UK and Insurers Subscribing to  
Policy No. P17B6450A001

By:   
Name: Paul Casetta  
Title: Subrogation Attorney

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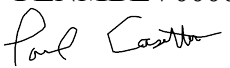
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### **Insurer**

Insurer Name: **Certain Underwrites at Lloyd's of London Subscribing to Policy No. PLNMBLV00001318** (Argenta Holdings Limited)

By: 

Name: Paul Casetta

Title: Subrogation Attorney

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### **Insurer**

Carrier Group: Cincinnati Global Underwriting, Ltd.

Insurer Name: Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No. B123AP01428A18-16247  
Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No. H3X00642  
Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No. H3X00697  
Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No. H3X00826  
Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No. H3X00540  
Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No. H3X00910  
Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No. H3X00606  
Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No. H3X00266  
Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No. PN1600673  
Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No. ECF056681  
Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No. PG1700158  
Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No. PRPNA16006676  
Certain Underwriters at Lloyd's of London, UK and Insurers Subscribing to Policy No. PTNAM1802877

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

By: Paul Casetta  
Name: Paul Casetta  
Title: Subrogation Attorney



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### **Insurer**

Carrier Group: Ascot Group

Insurer Names: Certain Underwriters at Lloyd's of London UK Subscribing to Policy No.  
PN1700157  
Certain Underwriters at Lloyd's of London UK Subscribing to Policy No.  
PN1700364

By: 

Name: Paul Casetta

Title: Subrogation Attorney

---

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

## INSURER ADOPTION AGREEMENT

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### **Insurer**

Insurer Name: Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No.  
PSLPLI06107

By: 

Name: Paul Casetta

Title: Subrogation Attorney

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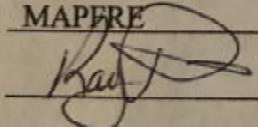
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#### **Insurer**

Insurer Name: MAPERE

By: 

Name: Ray Borski

Title: Subrogation Adjuster

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

## **INSURER ADOPTION AGREEMENT**

The undersigned Insurer has read and understands the Mutual Made Whole Release attached hereto as **Exhibit A**,<sup>1</sup> and agrees to be bound by the terms thereof as to each Claimant that is the undersigned Insurer's (or its predecessor's) insured that signs the Mutual Made Whole Release upon, and only upon, the execution of such Mutual Made Whole Release and submission to the Fire Victim Trust by such Claimant following the Effective Date of the Debtors' Plan and the funding of the Subrogation Wildfire Trust with \$11 billion. For the avoidance of doubt, "Insurer" as used in the Mutual Made Whole Release shall include (without limitation) the California Insurance Guarantee Association.

### **Insurer**

Insurer Name: Markel Syndicate Management

By: *K Reeder*

Name: Kelly Reeder

Title: Claims Manager

---

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## INSURER ADOPTION AGREEMENT

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### **Insurer**

Insurer Name: Markel Service, Incorporated

By: \_\_\_\_\_

Tim Anderson

Name: Timothy M. Anderson

Title: Director, Claims

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.



## **INSURER ADOPTION AGREEMENT**

The undersigned Insurer has read and understands the Mutual Made Whole Release attached hereto as **Exhibit A**,<sup>1</sup> and agrees to be bound by the terms thereof as to each Claimant that is the undersigned Insurer's (or its predecessor's) insured that signs the Mutual Made Whole Release upon, and only upon, the execution of such Mutual Made Whole Release and submission to the Fire Victim Trust by such Claimant following the Effective Date of the Debtors' Plan and the funding of the Subrogation Wildfire Trust with \$11 billion. For the avoidance of doubt, "Insurer" as used in the Mutual Made Whole Release shall include (without limitation) the California Insurance Guarantee Association.

### **Insurer**

Insurer Name: Maxum Indemnity Company

By: /s/ Amara E. Bennett (electronic signature provided due to present lack of access to printer or scanner)

Name: Amara E. Bennett, CIIP, DAE

Title: Sr. Claims Specialist, Complex Commercial Property

---


<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

## **INSURER ADOPTION AGREEMENT**

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### **Insurer**

Insurer Name: Maxum Indemnity Company

By: 

Name: Paul Casetta

Title: Subrogation Attorney

---

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

### INSURER ADOPTION AGREEMENT

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**Insurer**

Insurer Name: Mercury Insurance Company

By: 

Name: Christopher O'Rourke

Title: VP Property Claims

---

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.



### INSURER ADOPTION AGREEMENT

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#### **Insurer**

Insurer Name: MetLife  
By: [Signature]  
Name: Mark Haged  
Title: Sr Subrogation Analyst

---

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Insurer Name:

Allied P&C Insurance Company  
AMCO Insurance Company  
Crestbrook Insurance Company  
Depositors Insurance Company  
Harleysville Insurance Company  
Nationwide Agribusiness Insurance NAIC  
Nationwide Insurance Company of America  
Nationwide Mutual Fire Insurance Company  
Nationwide Mutual Insurance Company  
Scottsdale Indemnity Company  
Scottsdale Insurance Company  
Western Heritage Insurance Company  
Victoria Fire and Casualty Company

By:



Name: Klaus Diem

Title: Senior Vice President, Chief Risk Officer

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### **INSURER ADOPTION AGREEMENT**

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#### **Insurer**

Insurer Name: Great Divide Insurance Co. / Nautilus Insurance Co.

By: 

Name: Harpreet Singh

Title: Subrogation Manager

---

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## INSURER ADOPTION AGREEMENT

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### **Insurer**

Insurer Name: Nautilus Insurance Company

By: 

Name: MARK Nestor

Title: Sr Technical Coordinator

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

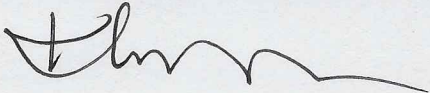
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#### **Insurer**

Insurer Name: NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA

By:



Name:

KIMBERLY ADAY

Title:

CFO & TREASURER

- 2 -

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Privileged & Confidential

**Exhibit A: Mutual Made Whole Release**

- 2 -



### INSURER ADOPTION AGREEMENT

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#### **Insurer**

Insurer Name: Atlantic Specialty/OneBeacon

By: [Signature] E. Maus 6/1/2020

Name: David E. Maus

Title: Recovery Examiner

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

### INSURER ADOPTION AGREEMENT

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#### **Insurer**

Insurer Name: Oregon Mutual Insurance Company  
By: Chh S Katter  
Name: CHARLES S. KATTER  
Title: Vice President - Claims

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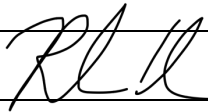
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**Insurer**

Insurer Name: MCHA Holdings, LLC

By: 

Name: Reuben Kopel

Title: Authorized Signatory

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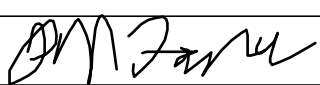
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### **Insurer**

Insurer Name: Pacific Specialty Insurance Company  
By:   
Name: Patricia M. Fama  
Title: Director/Senior Counsel

---

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

## INSURER ADOPTION AGREEMENT

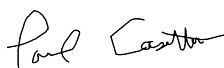
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### **Insurer**

Carrier Group: Peninsula Insurance Bureau

Insurer Names: Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No. PIV106864  
Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No. PIV110301  
Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No. PIV106514  
Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No. PIV105719  
Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No. PIV106859  
Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No. PIV105114  
Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No. PIV105626  
Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No. PIV105143  
Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No. PIV119634  
American National Insurance Company

By:



Name:

Paul Casetta

Title:

Subrogation Attorney

---

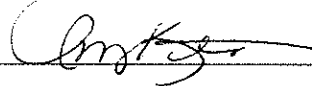
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### INSURER ADOPTION AGREEMENT

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#### **Insurer**

Insurer Name: Pharmacists Mutual Insurance Company

By: 

Name: Tim Kitzinger

Title: Assistant Vice President, Claims

---

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

**BY CLAIMANT [Add Name]:**



\_\_\_\_\_  
Signature of Claimant or Representative

Iny Kitzinger

\_\_\_\_\_  
Printed Name of Signator

Assistant Vice President, Claims  
Capacity of Signator

## INSURER ADOPTION AGREEMENT

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### **Insurer**

Insurer Name: Philadelphia Indemnity Insurance Co.

By: *Bob Finizio*

Name: Robert P. Finizio

Title: Senior Claims Examiner

---

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### INSURER ADOPTION AGREEMENT

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**Insurer**

Insurer Name: Philadelphia Indemnity Insurance Company

By: Randy Steinberg

Name: Randy Steinberg

Title: Claims Examiner

- 2 -

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Privileged & Confidential

**Exhibit A: Mutual Made Whole Release**

- 2 -

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### **Insurer**

Insurer Name: Progressive Group of Insurance Companies

By: *Julie Marinchick*

Name: Julie Marinchick

Title: Sr Mgr Subrogation

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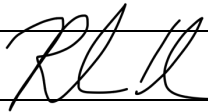
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**Insurer**

Insurer Name: MCHA Holdings, LLC

By: 

Name: Reuben Kopel

Title: Authorized Signatory

---

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.



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**Insurer**

Insurer Name: Privilege Underwriters Reciprocal Exchange  
By: Marion Dimetrosky  
Name: Marion Dimetrosky  
Title: Subrogation Manager

---

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

## INSURER ADOPTION AGREEMENT

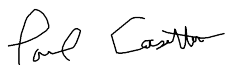
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### **Insurer**

Carrier Group: QBE European Operations

Insurer Names: Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No.  
PN1700089  
Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No.  
PN1600673  
Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No.  
N17NA10020  
Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No.  
PRPNA1701511

By:



Name:

Paul Casetta

Title:

Subrogation Attorney

---

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### **Insurer**

Insurer Name: RSUI INDEMNITY COMPANY

By: DAN DURBIN     *Danial L. Durbin*

Name: DAN DURBIN

Title: CHIEF CLAIMS SPECIALIST

---

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

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### **Insurer**

Carrier Group: SCOR

Insurer Names: General Security Indemnity Company of Arizona

By: 

Name: Paul Casetta

Title: Subrogation Attorney

---

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### **Insurer**

Insurer Name: Mesa Underwriters Specialty Insurance Company

By: \_\_\_\_\_



Name: Ryan Wittrien

Title: Claims Property Subrogation Specialist

---

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### **Insurer**

Insurer Name: Sentry Insurance a Mutual Company

By: *Cynthia D. Barnes*

Name: Cynthia D. Barnes

Title: Senior Subrogation Adjuster - Property

---

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**SPCP Group, LLC**



By:

Name:

Michael Gatto

Title:

Authorized Signatory

**Subrogation Claims Holdings, LLC**



By:

Name:

Michael Gatto

Title:

Authorized Signatory

---

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### **Insurer**

Insurer Name:

Song Insurance OBD Endurance Insurance

By:

Richard [Signature]

Name:

Richard Koway

Title:

VP Property Claims

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.


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### **Insurer**

Carrier Group: Latitude Subrogation Services

Insurer Names: Star Insurance Company  
United Specialty Insurance

By: 

Name: Paul Casetta

Title: Subrogation Attorney

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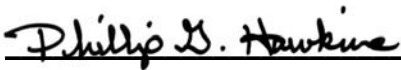
<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

## **INSURER ADOPTION AGREEMENT**

The undersigned Insurer has read and understands the Mutual Made Whole Release attached hereto as **Exhibit A**,<sup>1</sup> and agrees to be bound by the terms thereof as to each Claimant that is the undersigned Insurer's (or its predecessor's) insured that signs the Mutual Made Whole Release upon, and only upon, the execution of such Mutual Made Whole Release and submission to the Fire Victim Trust by such Claimant following the Effective Date of the Debtors' Plan and the funding of the Subrogation Wildfire Trust with \$11 billion. For the avoidance of doubt, "Insurer" as used in the Mutual Made Whole Release shall include (without limitation) the California Insurance Guarantee Association.

### **Insurer**

Insurer Name: State Farm County Mutual Insurance Company of Texas

By: 

Name: Phillip Hawkins

Title: Senior Vice President

---

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

## INSURER ADOPTION AGREEMENT

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### **Insurer**

Insurer Name: State Farm Fire and Casualty Company

By: *Sue Murray* 6/5/2020

Name: Sue Murray

Title: VPO, P&C Claims

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### **Insurer**

Insurer Name: State Farm General Insurance Company

By: \_\_\_\_\_

Name: Tom Conley

Title: Senior Vice President

---

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## INSURER ADOPTION AGREEMENT

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### **Insurer**

Insurer Name: State Farm Mutual Automobile Insurance Company

By: *Sue Murray* 6/5/2020

Name: Sue Murray

Title: VPO, P&C Claims

---

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## INSURER ADOPTION AGREEMENT

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### **Insurer**

Insurer Name: Stillwater Insurance Group

By: 

Name: Mark Kleine

Title: Vice President of Claims

---

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## **INSURER ADOPTION AGREEMENT**

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### **Insurer**

Insurer Name: Camberwell Green LLC

By: \_\_\_\_\_

Name: James Dougherty


Title: Authorized Signatory

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### INSURER ADOPTION AGREEMENT

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Insurer WESTPORT INSURANCE CORPORATION  
Insurer Name: FIRST SPECIALTY INSURANCE CORPORATION  
By:   
Name: WILLIAM J. ASHTON  
Title: CLAIMS MANAGER, V.P.

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.


## **INSURER ADOPTION AGREEMENT**

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### **Insurer**

Carrier Group: Talbot Underwriting

Insurer Names: Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No.  
B0429BA1704109  
Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No.  
B0429BA1802148  
Certain Underwriters at Lloyd's of London, UK Subscribing to Policy No.  
PN1600673

By:   
Name: Paul Casetta  
Title: Subrogation Attorney

---

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## INSURER ADOPTION AGREEMENT

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### **Insurer**

Insurer Name: TOKIO MARINE KILN SYNDICATES LIMITED

By: \_\_\_\_\_

Name: Nick Hutton-Penman Angela Gordon

Title: DCEO Deputy Company Secretary

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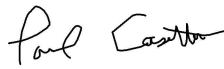
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### **Insurer**

Insurer Name: Tokio Marine America Insurance Company

By: 

Name: Paul Casetta

Title: Subrogation Attorney

---


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#### **Insurer**

Insurer Name: Tokio Marine HCC

By: 

Name: Christopher Downing

Title: Senior Marine and Energy Adjuster

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### **Insurer**

Insurer Name: TOPA INSURANCE COMPANY

By: Cynthia Maia

Cynthia Maia

**Cynthia Maia**

Digitally signed by Cynthia Maia  
DN: C=US, OU=Claims, O=Topa Ins Co, CN=Cynthia Maia, E=cmaia@topa-ins.com  
Reason: I am the author of this document.  
Location: your signing location here  
Date: 2020-05-20 15:17:17  
File: PhantomPDF Version: 9.7.0

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

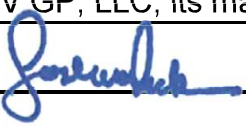
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### **Insurer**

Insurer Name: TLFI INVESTMENTS B, LLC

By: REDSTONE OMJV GP, LLC, its managing member

Name: Joshua Peck 

Title: Vice President

---

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### **Insurer**

Insurer Names: The Travelers Indemnity Company and certain of its property  
casualty affiliates, including Travelers Property Casualty Company of America,  
Northfield Insurance Company, The Travelers Indemnity Company of Connecticut,  
St. Paul Fire and Marine Insurance Company, Travelers Casualty Insurance Company of  
America,  
Travelers Commercial Insurance Company, The Standard Fire Insurance Company,  
The Travelers Home and Marine Insurance Company, Fidelity and Guaranty  
Insurance Underwriters, Inc., The Travelers Indemnity Company of America,  
and Travelers Property Casualty Insurance Company

By: 

Name: James V. Somers

Title: Vice-President

---


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## INSURER ADOPTION AGREEMENT

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### **Insurer**

Insurer Name: Tudor Insurance Company

By: 

Name: Brian T. Suth

Title: Attorney and Agent

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

## **INSURER ADOPTION AGREEMENT**

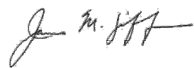
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### **Insurer**

Insurer Name: United States Liability Insurance Company

By: James M. Ziff

Name:



Title: Vice President – Property Claims

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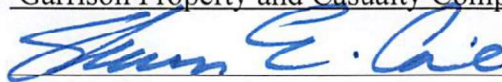
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#### **Insurer**

Insurer Name: Garrison Property and Casualty Company

By:



Name:

Shawn E. Caine

Title:

Authorized Attorney, Law Offices of Shawn E. Caine, A.P.C.

---

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### INSURER ADOPTION AGREEMENT

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#### **Insurer**

Insurer Name: USAA Casualty Insurance Company

By: 

Name: Shawn E. Caine

Title: Authorized Attorney, Law Offices of Shawn E. Caine, A.P.C.

---

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#### **Insurer**

Insurer Name: USAA General Indemnity Company

By: 

Name: Shawn E. Caine

Title: Authorized Attorney, Law Offices of Shawn E. Caine, A.P.C.

---

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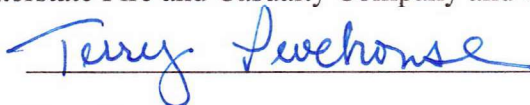
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### **Insurer**

Insurer Name: Velocity Risk Underwriters, LLC (acting on behalf of United Specialty Insurance Company, Interstate Fire and Casualty Company and Certain Underwriters at Lloyd's)

By:



Name:

Terry Pevehouse

Title:

Subrogation Account Manager

Sedgwick | Delegated Authority

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

## **INSURER ADOPTION AGREEMENT**

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### **Insurer**

Insurer Name: Vibe Syndicate Management (As Lead Insurer)

By: /s/ Rob Pitt (electronic signature provided due to present lack of access to printer or scanner)

Name: Rob Pitt

Title: Claims Controller

---

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## INSURER ADOPTION AGREEMENT

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### **Insurer**

Insurer Name: Wawanesa General Insurance Company

By: 

Name: Philip Butera

Title: Claims Manager

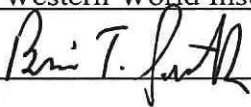
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### **Insurer**

Insurer Name: Western World Insurance Company  
By:   
Name: Brian T. Suth  
Title: Attorney and Agent

---

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The undersigned Insurer has read and understands the Mutual Made Whole Release attached hereto as **Exhibit A**,<sup>1</sup> and agrees to be bound by the terms thereof as to each Claimant that is the undersigned Insurer's (or its predecessor's) insured that signs the Mutual Made Whole Release upon, and only upon, the execution of such Mutual Made Whole Release and submission to the Fire Victim Trust by such Claimant following the Effective Date of the Debtors' Plan and the funding of the Subrogation Wildfire Trust with \$11 billion. For the avoidance of doubt, "Insurer" as used in the Mutual Made Whole Release shall include (without limitation) the California Insurance Guarantee Association.

### **Insurer**

Carrier Group: XL Catlin

Insurer Name: Certain Underwriters at Lloyd's of London, UK and Insurers Subscribing to  
Policy No. B06011530U16  
Certain Underwriters at Lloyd's of London, UK and Insurers Subscribing to  
Policy No. PTNAM1802878  
Certain Underwriters at Lloyd's of London, UK and Insurers Subscribing to  
Policy No. B115851701677  
Certain Underwriters at Lloyd's of London, UK and Insurers Subscribing to  
Policy No. ESF0224775

By:



Name:

Paul Casetta

Title:

Subrogation Attorney

---

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#### **Insurer**

Insurer Name: Zenith Insurance Company

By: 

Name: DAVID C. PARK

Title: SENIOR VICE PRESIDENT AND DEPUTY GENERAL COUNSEL

---

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

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#### **Insurer**

Insurer Name: Zurich American Insurance Company

By: *Philip Boling* June 1, 2020

Name: Philip Boling

Title: Recovery Litigation Specialist

---

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

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### **Insurer**

Insurer Name: Ascot Underwriting Ltd

By: 

Name: Olivia Bradley

Title: Claims Adjuster

---

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### **Insurer:**

Name: Banc of America Credit Products, Inc.,  
as assignee of Metropolitan Property and Casualty Insurance Company

By:  \_\_\_\_\_

Name: Seth Denson

Title: Director

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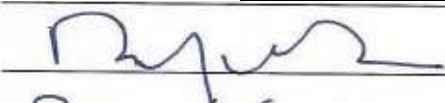
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.....  
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Fire Victim Trust by such Claimant .....  
funding of the Subrogation Wildfire Trust with \$11 billion.....  
as used in the Mutual Made Whole Release shall include (without limitation) the California  
Insurance Guarantee Association.

**Insurer**

Insurer Name: ARG Contact LLC

By:	
Name:	<u>Richard Grissinger</u>
Title:	<u>Sr. Managing Director</u>

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.



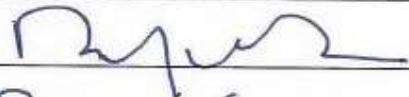
**INSURER ADOPTION AGREEMENT**

The undersigned Insurer has read and understands the Mutual Made Whole Release attached hereto as **Exhibit A**,<sup>1</sup> and agrees to be bound by the terms thereof as to each Claimant that is the  
.....  
upon, and only upon, the execution of such Mutual Made Whole Release and submission to the  
Fire Victim Trust by such Claimant .....  
funding of the Subrogation Wildfire Trust with \$11 billion.....  
as used in the Mutual Made Whole Release shall include (without limitation) the California  
Insurance Guarantee Association.

By:

Name:

Title:

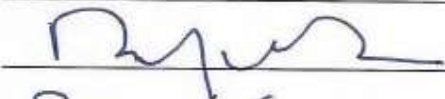
  
Richard Grissinger  
Sr. Managing Director

## INSURER ADOPTION AGREEMENT

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.....  
upon, and only upon, the execution of such Mutual Made Whole Release and submission to the  
Fire Victim Trust by such Claimant .....  
funding of the Subrogation Wildfire Trust with \$11 billion.....  
as used in the Mutual Made Whole Release shall include (without limitation) the California  
Insurance Guarantee Association.

### **Insurer**

Insurer Name: Centerbridge Special Credit Partners III LP

By:   
Name: Richard Grissinger  
Title: Sr. Managing Director

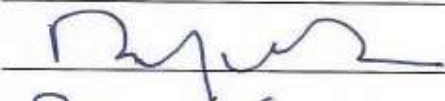
<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

## INSURER ADOPTION AGREEMENT

The undersigned Insurer has read and understands the Mutual Made Whole Release attached hereto as **Exhibit A**,<sup>1</sup> and agrees to be bound by the terms thereof as to each Claimant that is the  
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upon, and only upon, the execution of such Mutual Made Whole Release and submission to the  
Fire Victim Trust by such Claimant .....  
funding of the Subrogation Wildfire Trust with \$11 billion.....  
as used in the Mutual Made Whole Release shall include (without limitation) the California  
Insurance Guarantee Association.

### **Insurer**

Insurer Name: SSW Credit, L.L.C.

By:   
Name: Richard Grissinger  
Title: Sr. Managing Director

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.

**Addendum to the Notice of Filing of Insurer Adoption Agreement  
Regarding Mutual Made Whole Release**

The Fire Victim Trust received the following Insurer Adoption Agreements after the Ad Hoc Subrogation Group filed the Notice of Filing of Insurer Adoption Agreement Regarding Mutual Made Whole Release with the court on 6/22/2020.

Mary H. Kim (No. 326497)  
DECHERT LLP  
45 Fremont Street, 26th Floor  
San Francisco, CA 94105  
Telephone: 415-262-4500  
Facsimile: 415-262-4555  
Email: mary.kim@dechert.com

Allan S. Brilliant (*pro hac vice*)  
Shmuel Vasser (*pro hac vice*)  
DECHERT LLP  
1095 Avenue of the Americas  
New York, New York 10036  
Telephone: 212.698.3500  
Facsimile: 212.698.3599  
allan.brilliant@dechert.com  
shmuel.vasser@dechert.com

*Attorneys for State Farm General Insurance  
Company*

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

**In re:**

**PG&E CORPORATION,**

**-and-**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors.**

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric  
Company  
☒ Affects both Debtors

*\* All papers shall be filed in the lead case,  
No. 19-30088 (DM).*

Chapter 11  
Bankr. Case No. 19-30088 (DM)  
(Jointly Administered)

**NOTICE OF FILING OF CORRECTED  
INSURER ADOPTION AGREEMENT  
REGARDING MUTUAL MADE WHOLE  
RELEASE**

1 State Farm General Insurance Company (“**State Farm**”) in the above-captioned chapter  
2 11 cases of PG&E Corporation and Pacific Gas and Electric Company (collectively, “**Debtors**”),  
3 by its attorneys Dechert LLP, hereby submits this notice (the “**Notice**”) pursuant to the  
4 requirements of the Mutual Made Whole Release. See Debtors’ and Shareholder Proponents’  
5 Joint Chapter 11 Plan of Reorganization Dated May 22, 2020 [Docket No. 7521] (the “**Plan**”) at  
6 Exhibit C.<sup>1</sup>

7 **NOTICE**

8 WHEREAS paragraph I of the Mutual Made Whole Release provides, in part, that “[t]his  
9 Mutual Release is conditioned upon the Insurer, or the Insurer’s successor on behalf of the  
10 Insurer, filing in the Chapter 11 case the Insurer Adoption Agreement, which states the Insurer  
11 releases, as to the Made Whole Doctrine only, each Claimant who signs and agrees to the terms of  
12 this Mutual Release.”

13 WHEREAS on June 22, 2020, the Ad Hoc Group of Subrogation Claim Holders filed  
14 *Notice of Filing of Insurer Adoption Agreement Regarding Mutual Made Whole Release* [Docket  
15 No. 8068] which included all Insurers’ signatures collected to date. The filing mistakenly  
16 included an unsigned Insurer Adoption Agreement for State Farm.

17 NOW, THEREFORE, State Farm attaches as Exhibit 1 to this Notice the correct, executed  
18 Insurer Adoption Agreement.

19  
20  
21  
22  
23  
24  
25  
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27  
28 <sup>1</sup> Capitalized terms used but not defined shall have the meanings ascribed in the Plan.

Exhibit 1

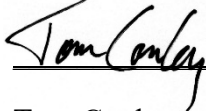
## **INSURER ADOPTION AGREEMENT**

The undersigned Insurer has read and understands the Mutual Made Whole Release attached hereto as **Exhibit A**,<sup>1</sup> and agrees to be bound by the terms thereof as to each Claimant that is the undersigned Insurer's (or its predecessor's) insured that signs the Mutual Made Whole Release upon, and only upon, the execution of such Mutual Made Whole Release and submission to the Fire Victim Trust by such Claimant following the Effective Date of the Debtors' Plan and the funding of the Subrogation Wildfire Trust with \$11 billion. For the avoidance of doubt, "Insurer" as used in the Mutual Made Whole Release shall include (without limitation) the California Insurance Guarantee Association.

### **Insurer**

Insurer Name: State Farm General Insurance Company

By:



Name:

Tom Conley

Title:

Senior Vice President

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Mutual Made Whole Release.



**Exhibit A: Mutual Made Whole Release**

## Exhibit C

### MUTUAL MADE WHOLE RELEASE

The terms “Claimant” and “Insurer,” are defined in Paragraph G. below.

\_\_\_\_\_, Trustee of the Fire Victim Trust, the undersigned party or personal representative (referred to herein as “Claimant”), individually and on behalf of the estate of the Claimant, and the Insurer (collectively, the “Parties” or “Releasees”) agree as follows:

- A. Whereas, the Debtors’ and Shareholder Proponents’ Joint Chapter 11 Plan of Reorganization dated \_\_\_\_\_ (the “Plan”), was confirmed by an order of the United States Bankruptcy Court for the Northern District of California entered on \_\_\_\_\_, 2020, and the Plan became effective on \_\_\_\_\_, 2020.
- B. Whereas the Plan provides for the treatment of all allowed Fire Victim Claims (as defined in the Plan) against the Debtors through the Fire Victim Trust (as defined in the Plan) and for the discharge of the Debtors from any further or other liability on account of all Fire Victim Claims.
- C. Whereas the Plan provides for the treatment of all allowed Subrogation Wildfire Claims (as defined in the Plan) against the Debtors through the Subrogation Wildfire Trust (as defined in the Plan) and for the discharge of the Debtors from any further or other liability on account of all Subrogation Wildfire Claims.
- D. Whereas, the Plan provides that the Fire Victim Claims are administered by a Fire Victim Trust and a Fire Victim Trustee who operates independent from the Debtors, holders of the Fire Subrogation Claims, and the Insurer. Neither the Debtors, holders of the Fire Subrogation Claims, nor the Insurer shall have any right to participate in the administration of the Fire Victim Trust, review any allocation or distribution decision of the Trustee or Trust Oversight Committee, including that of the Claimant, or make any claim for money against the Trust or the Trustee in any way or at any time.
- E. Whereas, the Trustee and Fire Victim Trust Oversight Committee have reviewed and advised the Claimant of (a) the total amount paid into the Fire Victim Trust available for compensation to the Fire Victims, (b) the total number of claims made against the Fire Victim Trust, (c) the process by which trust funds will be allocated and distributed, and (d) the total allocated amount from the Fire Victim Trust to the Claimant (“Total Allocation Award”).

- F. Whereas, the Claimant has reviewed the Total Allocation Award.
- G. Whereas, the Plan provides the Claimant and the Insurer execute a mutual limited release after the Claimant has reviewed the Total Allocation Award wherein the Claimant agrees to release only their claim against the Insurer under the Made Whole Doctrine (see Paragraph 1) and no other claim, cause of action, defense or remedy against the Insurer, and the Insurer agrees to release the Claimant as described herein in Paragraph 3. For the purpose of this Release, "Claimant" includes the Claimant's heirs, legal representatives, successor or assigns and "Insurer" includes the Claimants' insurance carriers, their past and present holders of insurance subrogation claims against the Debtors (and their direct and indirect assignors or assignees), and each of their directors, officers, agents, consultants, financial advisers, employees, attorneys, predecessors, successors and assigns.
- H. Whereas, nothing in this Release is an affirmation, representation, or an acknowledgment that the Claimant has in fact been fully compensated for their damages covered by the contract of insurance between the Insurer and the Claimant. The parties agree that Court's approval of the Plan and the Claimants' acceptance of the Total Allocation Award does not establish that the Claimant has been fully compensated under California law for their compensable damages as a result of the fire to the extent those damages are covered by insurance.
- I. Whereas, the Insurer has agreed to the terms, provisions, and agreements of this Mutual Release in a separate agreement dated \_\_\_\_\_, 20\_\_, affirming, adopting, and attaching a copy of this Mutual Release ("Insurer Adoption Agreement"). This Mutual Release is conditioned upon the Insurer, or the Insurer's successor on behalf of the Insurer, filing in the Chapter 11 case the Insurer Adoption Agreement, which states the Insurer releases, as to the Made Whole Doctrine only, each Claimant who signs and agrees to the terms of this Mutual Release. The terms, provisions, and agreements of the Insurer Adoption Agreement are incorporated herein by reference. Insurer's consent and agreement to the terms, provisions, and agreements of this Mutual Release shall be effective upon the signature of the Claimant.
- J. Whereas, this release is not required for the Trustee to allocate and distribute preliminary awards to individuals on a case by case basis for humanitarian or urgent needs.

NOW, THEREFORE, in consideration for the agreements described in this Release and other good and valuable consideration, the Claimant and the Insurer agree as follows:

1. By accepting the Total Allocation Award, the Claimant hereby waives and releases their rights, known or unknown, to assert the Made Whole Doctrine against the Insurer. Claimant is not waiving or releasing any other claim, cause of action, defense, or remedy against Insurer. Also, by signing this agreement, the Claimant is not agreeing as a factual matter that the Claimant has been fully compensated for each and every category of their damages under California law.

2. The Claimant is not releasing any claims the Claimant may have against the Insurer other than the Claimant's foregoing waiver set forth in Paragraph 1. The Parties to this Release further agree and acknowledge that the Claimant is not releasing any claims, except and only to the extent set forth above, they might have against the Insurer, including but not limited to those claims or causes of action related to: (1) the policy of insurance and what is still owed or to be paid under the policy terms and conditions; (2) the right to pursue claims already made or to make new or continued claims under the policy; (3) claims handling issues; (4) delay in paying claims under the policy; (5) inadequate or untimely communication relating to the claim; (6) unreasonable positions taken relating to coverage, payment of the claim, acknowledging coverage, or day-to-day claims decisions; (7) actions or inactions of insurance agents or brokers in underwriting, securing, adjusting, calculating or recommending coverage; (8) coverage issues over policy language; (9) any action for bad faith or breach of the covenant of good faith and fair dealing; (10) any claims to reform or modify the terms of any policy; (12) any rights to recover damages for breach of contract or tort (including punitive damages), penalties or equitable relief; (13) any claims of violations of statutory or regulatory obligations; or (14) any claim for unfair business acts or practices.

3. The Insurer agrees to release and waive any right to make claim for any amount paid to the Claimant pursuant to the Fire Victim Trust or to assert as a defense, offset or reduction, the money paid to the Claimant from the Fire Victim Trust, which belongs solely to the Claimant. The Claimant agrees to make no claim on the money paid to the Insurer from the Subrogation Wildfire Trust. In agreeing to this limited release, Insurer is not releasing any claim, cause of action, defense, or remedy it may have against the Claimant other than Claimant's foregoing release of any Made Whole Doctrine claim.

4. The Insurer is not releasing any claims the Insurer may have against Claimant other than the Insurer's foregoing waiver set forth in Paragraph 3. The Parties to this Release further agree and acknowledge that the Insurer is not releasing any claims, except and only to the extent set forth above, it might have against the Claimant, including but not limited to those claims related to: (1) the policy of insurance and what is still owed or to be paid under the policy terms and conditions; (2) defenses to garden variety claims handling issues unrelated to the Made Whole Doctrine; (3) defenses related to delay in paying claims under the policy; (4) defenses to alleged inadequate or untimely communication relating to the claim; (5) defenses to alleged unreasonable positions taken relating to coverage, payment of the claim, acknowledging coverage, or day-to-day claims decisions; (6) defenses to actions or inactions of insurance agents or brokers in securing coverage; (7) coverage issues over policy language unrelated to Made Whole Doctrine; or (8) defenses to any common law action for bad faith unrelated to Made Whole Doctrine.

5. The Insurer further agrees that the Total Allocation Award shall not be the subject of discovery or mentioned in any pleadings in any state or federal court action or admissible in evidence in any state or federal court action for any of the causes of action or claims for relief identified in Paragraphs 2 or 4. Claimant agrees that the amount paid to Insurer from the Subrogation Wildfire Trust shall not be the subject of discovery or mentioned in any pleadings in any state or federal court action or admissible in evidence in any state or federal court action.

6. To the extent that the Claimant brings a claim for breach of contract, wrongful denial of coverage and/or bad faith against the Insurer, the Insurer shall not assert in any way or at any time that the Claimant should have or could have pursued that claim against the Debtors, the Fire Victim Trust, or any other party. The Insurer agrees that it will not assert in any action or proceeding covered under Paragraph 2 or 4 that the Claimant has been compensated as a result of the Claimant's settlement with the Debtors.

7. Both the Claimant and the Insurer agree that this Release gives the parties released the status of third-party beneficiary of the Release, and such Releasees may enforce this Release and any rights or remedies set forth herein.

8. This Release contains the entire agreement between the parties as to the subject matter hereof and is effective immediately upon signing. Likewise the release in Paragraph 1 is effective immediately upon signing. If there is a conflict between this Release and any other prior or contemporaneous agreement between the parties concerning the subject matter of the Release, the Release controls.

9. The law of the State of California shall govern the interpretation of this Release. The Bankruptcy Court has jurisdiction to resolve any disputes under this agreement.

10. Each Releasor states that he, she, or it is of legal age, with no mental disability of any kind, is fully and completely competent, and is duly authorized to execute this Release on Releasor's own behalf. Releasor further states that this Release has been explained to Releasor and that Releasor knows the contents as well as the effect thereof. Releasor further acknowledges that Releasor executed this Release after consulting with Releasor's attorney or the opportunity to consult with an attorney.

11. For avoidance of doubt, the Made Whole Doctrine is described herein. Subrogation is a doctrine that permits an insurance company, or its assignees, to assert the rights and remedies of an insured against a third party tortfeasor. The Made Whole Doctrine is a common law exception to insurer's right of subrogation. The Made Whole Doctrine, under certain circumstances, could preclude an insurer from recovering any third-party funds unless and until the insured has been made whole for the loss. Both the Claimant and Insurer agree that this Release does not modify, abrogate or affect any prior release or waiver between the Parties arising from the Fire.

12. Consistent with the foregoing, it is expressly understood and agreed by claimant that claimant is waiving and releasing all known or unknown claims under the Made Whole Doctrine. It is expressly understood and agreed by insurer that insurer is waiving and releasing all known or unknown claims under the Made Whole Doctrine as to claimant.

Executed on this [●] day of [●], 20[●].

**BY CLAIMANT [Add Name]:**

\_\_\_\_\_  
Signature of Claimant or Representative

\_\_\_\_\_  
Printed Name of Signator

\_\_\_\_\_  
Capacity of Signator