

**THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH
SUPERIOR COURT**

Merrimack Superior Court
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NOTICE OF DECISION

**J. David Leslie, ESQ
Rackemann Sawyer & Brewster
160 Federal St
Boston MA 02110**



**In the Matter of the Winding Down of: The New Hampshire Medical
Case Name: Malpractice Joint Underwriting Association
Case Number: 217-2015-CV-00347**

Enclosed please find a copy of the court's order of August 05, 2016 relative to:

Order Approving Assumption Agreement with Medpro

August 05, 2016

Tracy A. Uhrin
Clerk of Court

(003)

C: J. Christopher Marshall, ESQ; Daniel John Mullen, ESQ; W. Scott J. O'Connell, ESQ; Gordon J. MacDonald, ESQ; Kevin M. Fitzgerald, ESQ; Eric A. Smith, ESQ

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

IN THE MATTER OF THE WINDING DOWN OF:

THE NEW HAMPSHIRE MEDICAL MALPRACTICE
JOINT UNDERWRITING ASSOCIATION

No. 217-2015-CV-00347

~~[REVISED PROPOSED]~~

ORDER APPROVING ASSUMPTION AGREEMENT WITH MEDPRO

On consideration of the motion of Roger A. Sevigny, Insurance Commissioner for the State of New Hampshire, as Receiver ("Receiver") of the New Hampshire Medical Malpractice Joint Underwriting Association ("NHMMJUA"), for approval of an Assumption Agreement with The Medical Protective Company ("MedPro") dated May 13, 2016 and attached as Exhibit A to the motion, together with the supporting affidavit of Peter A. Bengelsdorf, Special Deputy Commissioner, and the Receiver's Report regarding an Amendment to Assumption Agreement dated July 28, 2016 and attached as Exhibit 1 to the report, together with the supporting affidavit of Peter A. Bengelsdorf, and after hearing, it is hereby found and ORDERED as follows:

1. The Receiver's selection of MedPro after the offering process approved by the Court on November 18, 2015 is consistent with RSA 404-C:16, II.
2. The Assumption Agreement, as amended by the Amendment to Assumption Agreement (together, the "Agreement"), is on commercially reasonable terms and provides for continued protection for the NHMMJUA's policyholders against

liability and expense in accordance with the coverage terms of their policies, as well as for established obligations to claimants under such policies, consistent with RSA 404-C:16, II.

3. The Receiver's Motion for Approval of Assumption Agreement with MedPro is granted, and the Agreement is approved.

4. The Receiver is authorized to fulfil the Receiver's obligations under the Agreement in accordance with the terms of the Agreement both before and after Closing.

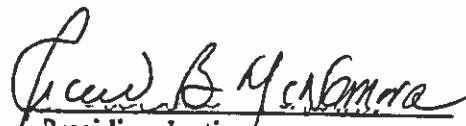
5. The transfer and assignment of all rights, obligations and liabilities regarding the NHMMJUA Obligations to MedPro in accordance with the terms of the Agreement is approved.

6. As of Closing, MedPro shall assume the NHMMJUA Obligations as defined in the Agreement as its own direct obligations in accordance with the terms of the Agreement. MedPro does not assume any other obligations of the NHMMJUA, and specifically does not assume any Excluded Claims as defined in the Agreement.

7. As of Closing, the NHMMJUA Obligations shall be assumed and novated as direct obligations of MedPro, and the Receiver (including the Special Deputy Commissioner and the Receiver's consultants, agents, and attorneys) and the NHMMJUA (including its administrators, consultants, agents and attorneys) shall have no liability in respect of the NHMMJUA Obligations.

So Ordered.

Dated: 8/5/16


Presiding Justice