

**THE STATE OF NEW HAMPSHIRE**

**MERRIMACK, SS.**

**SUPERIOR COURT**

**Docket No. 217-2003-EQ-00106**

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

**LIQUIDATOR'S MOTION FOR APPROVAL OF  
SETTLEMENT AGREEMENT WITH PANHANDLE**

Roger A. Sevigny, Insurance Commissioner for the State of New Hampshire, as Liquidator ("Liquidator") of The Home Insurance Company ("Home"), moves that the Court enter an order in the form submitted herewith approving a Settlement Agreement and Mutual Release ("Settlement Agreement") between the Liquidator and Panhandle Eastern Pipe Line Company, L.P. ("Panhandle"), successor in interest to insurance policies issued by Home to Southern Union Gas Company ("Southern"), Pennsylvania Gas & Water Company ("Pennsylvania"), Providence Gas Company ("Providence"), and Valley Gas Company ("Valley"). The Settlement Agreement was negotiated under my supervision. As reasons therefor, the Liquidator states as follows:

1. The Settlement Agreement was negotiated under the supervision of the Special Deputy Liquidator. Affidavit of Peter A. Bengelsdorf, Special Deputy Liquidator, in Support of Motion for Approval of Settlement Agreement with Panhandle ("Bengelsdorf Aff.") ¶ 2. A copy of the Settlement Agreement is attached hereto as Exhibit A. The Settlement Agreement is subject to approval by the Court. Settlement Agreement ¶ 1. Bengelsdorf Aff. ¶ 4.

2. Home issued: (a) one insurance policy to Southern for a policy period between January 1, 1971 and July 1, 1974; (b) seven policies to Pennsylvania for various policy periods between December 1, 1968 and October 20, 1972; (c) two policies to Providence for various

periods between January 1, 1973 and January 1, 1977; and (d) fourteen policies to Valley for various policy periods between June 1, 1968 and October 1, 1981. Settlement Agreement, first Whereas clause. Upon Home's placement in liquidation, Southern filed 25 proofs of claim in the Home liquidation concerning environmental property damage claims. Id., third Whereas clause. Bengelsdorf Aff. ¶ 3.

3. The Liquidator and Panhandle have negotiated the Settlement Agreement reflecting a resolution of the proofs of claim and all matters between them under the policies.<sup>1</sup> The Settlement Agreement is subject to approval by the Court. Settlement Agreement ¶ 1. Bengelsdorf Aff. ¶ 4.

4. The Settlement Agreement provides that the Liquidator will recommend allowance of the proofs of claim in the amount of \$967,941 as a Class II priority claim of Panhandle under RSA 402-C:44. Settlement Agreement ¶ 2(A). Allowance of the recommended amount as a Class II claim will fully and finally resolve the proofs of claim and all claims Panhandle has under the policies. Id. ¶2(B). Distributions based on that allowance will be made at the same intervals and at the same percentages as distributions to other Class II creditors of Home. Id. Bengelsdorf Aff. ¶ 5.

5. The Settlement Agreement is intended to resolve the proofs of claim and all claims that Panhandle has under the policies. See Settlement Agreement ¶ 2(B). To that end, the Settlement Agreement provides for mutual releases of all claims among the Liquidator, Home and Panhandle arising from or related to the proofs of claim or the policies. Id. ¶¶ 3, 4. The Liquidator also releases claims respecting the underlying matters covered by the proofs of claim

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<sup>1</sup> For the sake of clarity, the settlement specifically excludes any potential proofs of claim that may be filed by National Grid USA or UGI Corporation, two other successors in interest to rights under certain policies. Settlement Agreement, sixth Whereas clause; see id. ¶ 7.

against other insurers of Panhandle that agree to release such claims against Home. Id. ¶ 6.  
Bengelsdorf Aff. ¶ 6.

6. The Liquidator is not aware of any third party claimants asserting claims under the policies. However, in resolving all of Panhandle's claims relating to the proofs of claim and the policies, the Settlement Agreement contemplates denial of any third party claimants' claims under the policies in the Home liquidation without prejudice to their claims against Panhandle. See Settlement Agreement, ¶ 5. Panhandle agrees to address, at its sole cost, the claims of claimants asserting claims against Panhandle as if Panhandle had no insurance coverage from Home under the policies. Id. Panhandle also agrees to indemnify and hold the Liquidator and Home harmless from all claims arising from or relating to the policies, including asserted rights of third party claimants, up to the amount ultimately distributed or distributable to Panhandle. Id. Bengelsdorf Aff. ¶ 7.

7. The denial of third party claimants' claims without prejudice to their claims against Panhandle will not harm the third party claimants, who will continue to have their claims against Panhandle. As noted above, Panhandle has agreed to address these claims as if it had no insurance coverage from Home under the policies. Settlement Agreement ¶ 5. Third party claimants' proofs of claim against the insolvent Home, if not denied with the agreement, would release Panhandle from those claims up to the limits of the policies but only entitle the third party claimants (assuming their claims were allowed) to the initial interim distributions and any later distribution at a presently undetermined distribution percentage from Home at the future date when distribution is made. See RSA 402-C:40, I; Gonya v. Commissioner, New Hampshire Insurance Dept., 153 N.H. 521, 535 (2006) (noting the "inherent uncertainty of any creditor's recovery in a liquidation"). It is not expected that the allowed claims of any third party claimants (or other Class II creditors) of Home will be paid in full. Under the Settlement Agreement,

Panhandle will continue to be responsible for any third party claimants' claims against it. See Settlement Agreement ¶ 5. Bengelsdorf Aff. ¶ 8.

8. The Liquidator is not aware of any proofs of claim asserting a claim to the same policy limits as the claims of Panhandle resolved by the Settlement Agreement. However, if a claim of another insured is subject to the same limit of liability as the claims resolved by the Settlement Agreement, and if the total allowed amounts for all insureds exceed the limit, then the allowed amounts for all insureds will be subject to adjustment under RSA 402-C:40, III, so that the policy limit will not be exceeded. See Settlement Agreement ¶ 5. Bengelsdorf Aff. ¶ 9.

9. The Settlement Agreement reflects a compromise of the claims asserted in the proofs of claim. It is the result of negotiations involving the Claims Department, under the supervision of the Special Deputy Liquidator, which has extensive experience in assessing the exposure presented by claims under Home's insurance policies. The agreed settlement amount is based on careful evaluation and negotiation of coverage obligations under Home's policies respecting the underlying liabilities of Panhandle. The Liquidator accordingly recommends approval of the Settlement Agreement and allowance of the \$967,941 settlement amount as a Class II claim of Panhandle in accordance with RSA 402-C:45 and RSA 402-C:44. Bengelsdorf Aff. ¶ 10.

10. The Court has previously approved similar settlement agreements. See, e.g., Order Approving Settlement Agreement with Washington Gas (July 15, 2013); Order Approving Settlement Agreement with Wisconsin Energy (March 18, 2010); Order Approving Settlement Agreement with Straits Steel (May 3, 2009); Order Approving Commutation Agreement with Northwestern National Insurance Company and Settlement Agreement and Assignment of Distribution with AK Steel Corporation (March 10, 2006). The Liquidator's negotiation and the Court's approval of such agreements are authorized by the broad authority of the Liquidator to

“compound, compromise or in any other manner negotiate the amount for which claims will be recommended to the court,” RSA 402-C:45, I, and the authority of the Court to “approve, disapprove or modify any report on claims by the liquidator.” RSA 402-C:45, II. It is also an appropriate exercise of the Liquidator’s authority (“[s]ubject to the court’s control”) to “do such other acts . . . as are necessary or expedient for the accomplishment of or in aid of the purpose of liquidation.” RSA 402-C:25, XXII.

11. In his Motion for Approval of Commutation with Northwestern National Insurance Company and Settlement Agreement and Assignment of Distribution with AK Steel Corporation ¶¶ 19-23 (February 16, 2006), the Liquidator provided his analysis of New Hampshire law, including RSA 402-C:40 III, as it applies to this type of comprehensive policy coverage compromise and settlement in an insurer liquidation context. That analysis also applies to the proposed Settlement Agreement with Panhandle.

12. The Liquidator submits that the Settlement Agreement is fair and reasonable and in the best interests of the policyholders and creditors of Home. See Bengelsdorf Aff. ¶ 11.

WHEREFORE, the Liquidator respectfully requests that this Court:

- A. Grant this Motion;
- B. Enter an Order in the form submitted herewith approving the Settlement Agreement, approving the Liquidator's claim recommendation, and allowing Panhandle's claim as a Class II claim in accordance with RSA 402-C:45 and RSA 402-C:44 in the amount of \$967,941; and
- C. Grant such other and further relief as justice may require.

Respectfully submitted,

ROGER A. SEVIGNY, INSURANCE  
COMMISSIONER OF THE STATE OF  
NEW HAMPSHIRE, SOLELY AS  
LIQUIDATOR OF THE HOME  
INSURANCE COMPANY,

By his attorneys,

JOSEPH A. FOSTER  
ATTORNEY GENERAL

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December 8, 2015

**Certificate of Service**

I hereby certify that a copy of the foregoing Liquidator's Motion for Approval of Settlement Agreement with Panhandle, the Affidavit of Peter A. Bengelsdorf, and the Proposed Order, were sent this 8<sup>th</sup> day of December, 2015, by first class mail, postage prepaid to all persons on the attached service list.



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Eric A. Smith  
NH Bar ID No. 16952

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

In the Matter of the Liquidation of  
The Home Insurance Company  
Docket No. 217-2003-EQ-00106

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**SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

This Settlement Agreement and Mutual Release ("Settlement Agreement") is made as of this 30th day of November 2015, by and between Panhandle Eastern Pipe Line Company, L.P. as successor in interest to insurance policies specified herein issued by The Home Insurance Company ("Home") to Southern Union Gas Company, Pennsylvania Gas & Water Company, Providence Gas Company and Valley Gas Company ("Claimant"), on the one hand, and Roger A. Sevigny, Insurance Commissioner of the State of New Hampshire, solely in his capacity as Liquidator ("Liquidator") of The Home Insurance Company, on the other hand (the Claimant and the Liquidator are hereinafter referred to collectively as the "Parties" and separately as "Party").

WHEREAS, Home issued an insurance policy to Southern Union Gas Company under which Southern Union Gas Company is the named insured:

<u>Policy Number</u>	<u>Policy Period</u>
HEC9793364	1/1/71-7/1/74

and Home issued insurance policies to Pennsylvania Gas & Water Company under which Pennsylvania Gas & Water Company is the named insured:

<u>Policy Number</u>	<u>Policy Period</u>
GA9733859	10/20/69-10/20/70
GA9934389	10/20/70-10/20/71
GA9985437	10/20/71-10/20/72
HEC9304695	12/1/68-10/20/69
HEC9791187	10/20/69-10/20/70
HEC9919450	10/20/70-10/20/71
HEC9220232	10/20/71-10/20/72

and Home issued insurance policies to Providence Gas Company under which Providence Gas Company is the named insured:

<u>Policy Number</u>	<u>Policy Period</u>
HEC4165906	1/1/73-1/1/75
HEC4496057	1/1/75-1/1/77

and Home issued insurance policies to Valley Gas Company under which Valley Gas Company

is the named insured:

<u>Policy Number</u>	<u>Policy Period</u>
GA4670540	2/1/74-2/13/75
GA9072182	2/13/75-2/13/76
GA9227707	2/15/76-2/15/77
GA9412640	2/1/77- 2/1/78
GA9573164	2/1/78-2/1/79
GA9742419	2/1/79-2/1/80
GA9958248	2/1/80-2/1/81
GL1138108	10/1/80-10/1/81
HEC9558422	6/1/68- 3/30/70
HEC9791638	3/30/70-10/15/70
HEC9793071	10/15/70-10/15/73
HEC4763732	10/15/73-10/15/74
HEC4973175	10/15/74-2/13/76
HEC9208840	2/13/76-2/13/77

which together with all other insurance policies Home may have issued to Southern Union Company, Pennsylvania Gas & Water Company, Providence Gas Company and Valley Gas Company are defined collectively as the "Policies";

**WHEREAS**, Home is being liquidated pursuant to the June 13, 2003 Order of the Superior Court of the State of New Hampshire, Merrimack County (the "Liquidation Court"), pursuant to which the Liquidator was appointed as the Liquidator of Home;

**WHEREAS**, Southern Union Company has submitted environmental property damage claims in the Home liquidation that have been assigned the following proof of claim numbers:

INSU701676  
INSU701677  
INSU701678  
INSU701679  
INSU701680  
INSU701681  
INSU701682  
INSU701683  
INSU701684  
INSU701685  
INSU701686  
INSU701687

INSU701688  
INSU701689  
INSU701690  
INSU701691  
INSU701692  
INSU701693  
INSU701694  
INSU701695  
INSU701696  
INSU701697  
INSU701698  
INSU701699  
INSU701700

which together with any other proofs of claim hereinbefore or hereinafter filed by Southern Union Company or Claimant in the Home liquidation are defined collectively as the "Proofs of Claim";

**WHEREAS**, on March 26, 2012, Southern Union Company and its subsidiaries merged with and became a wholly owned subsidiary of Energy Transfer Equity, L. P; and

**WHEREAS**, effective January 10, 2014, Southern Union Company merged with Panhandle Eastern Pipe Line Company, L.P., with Panhandle Eastern Pipe Line Company, L.P. being the surviving entity; and

**WHEREAS**, the Parties are desirous of resolving all claims that were asserted, or could have been or could be asserted, between them and resolving all matters concerning the Proofs of Claim and all rights and obligations with respect to the Policies except that nothing in this Settlement Agreement is intended to address any potential claims or proofs of claim made by National Grid USA (referred to herein as "National Grid Claims") or UGI Corporation (referred to herein as "UGI Claims"); and

**WHEREAS**, the Parties agree that this Settlement Agreement is subject to and conditioned upon its approval by the Liquidation Court and allowance of the Recommended Amount (as defined below) into the Home liquidation and in the event that the Liquidation Court

does not approve the Settlement Agreement and allow the Recommended Amount, this Settlement Agreement shall be null and void and without any force or effect;

**NOW, THEREFORE**, in consideration of all the respective transactions contemplated by this Settlement Agreement, and the mutual covenants and representations herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Effectiveness. This Settlement Agreement is conditioned and shall only become effective (the "Effective Date") upon approval by the Liquidation Court. The Liquidator shall move for approval of this Settlement Agreement promptly following execution by both Parties.

2. Recommendation, Allowance, and Classification of Claims.

A. Subject to all the terms of this Settlement Agreement, and with the agreement of Claimant, which by Claimant's execution hereof is hereby granted, the Liquidator shall recommend pursuant to N.H. RSA 402-C:45 that the Proofs of Claim be allowed in the amount of \$967,941 (the "Recommended Amount") as a Class II priority claim under N.H. RSA 402-C:44. The Liquidator shall seek allowance of the Recommended Amount as a Class II priority claim by the Liquidation Court in the Liquidator's motion for approval of this Settlement Agreement.

B. Allowance of the Recommended Amount as a Class II claim by the Liquidation Court shall fully and finally resolve the Proofs of Claim and any and all claims of whatever nature that Claimant has under the Policies. In the event that the Liquidation Court does not allow the Recommended Amount as a Class II claim, this Settlement Agreement shall be null and void and shall have no force

and effect and the Parties will be returned to *status quo ante*, as if no such agreement was ever reached, with this Settlement Agreement thereafter being inadmissible for any purpose in any dispute between the Parties.

If and when the Liquidation Court allows the Recommended Amount as a Class II claim, Claimant will become a Class II creditor in the Home liquidation pursuant to N.H. RSA 402-C:44, and Claimant shall, subject to this Settlement Agreement, receive distributions on the allowed amount at the same intervals and at the same percentages as other Class II creditors of Home. All distributions to Claimant shall be made payable to:

Panhandle Eastern Pipe Line Company, L.P.

c/o Dean Z. Pamphilis, Esq.  
Kasowitz, Benson, Torres & Friedman LLP  
700 Louisiana Street, Suite 2200  
Houston, Texas 77002  
Email: [dpamphilis@kasowitz.com](mailto:dpamphilis@kasowitz.com)

Claimant agrees that it will promptly notify the Liquidator of any change of address, or addressee.

3. Release by Claimant. Subject to the terms of this Settlement Agreement and the Liquidation Court's approval of the Recommended Amount as a Class II claim, Claimant for itself and on behalf of its officers, directors, employees, agents, attorneys, subsidiaries, affiliates, predecessors, and their successors and assigns, irrevocably and unconditionally releases and discharges the Liquidator and Home and each of their respective officers, directors, employees, agents, attorneys, subsidiaries, affiliates, predecessors, successors, and assigns (including any trustee or other statutory successor), from any and all actions, causes of action, liabilities, adjustments, obligations, offsets, suits, debts, dues, sums of money, accounts,

reckonings, bonds, bills, premiums, losses, salvage, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and/or demands, arising from or related to the Proofs of Claim or the Policies, in law, admiralty, or equity, which Claimant, or its subsidiaries, affiliates, predecessors, successors, and assigns, ever had, now has, or hereafter may have against the Liquidator or Home or their respective officers, directors, employees, agents, attorneys, subsidiaries, affiliates, predecessors, successors, and assigns, all whether known or unknown, suspected or unsuspected, fixed or contingent, in law, admiralty or equity, arising from or related to the Proofs of Claim or the Policies. Nothing in this paragraph shall apply to any National Grid Claims or UGI Claims.

4. Release by Liquidator. Subject to the terms of this Settlement Agreement and the Liquidation Court's approval of the Recommended Amount as a Class II claim, the Liquidator, in his capacity as such, and on behalf of Home and each of their respective officers, directors, employees, agents, attorneys, subsidiaries, affiliates, predecessors, and their successors and assigns, irrevocably and unconditionally releases and discharges Claimant and its officers, directors, employees, agents, attorneys, subsidiaries, affiliates, predecessors, successors, and assigns, from any and all actions, causes of action, liabilities, adjustments, obligations, offsets, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, premiums, losses, salvage, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and/or demands, arising from or related to the Proofs of Claim or the Policies, in law, admiralty, or equity, which the Liquidator, Home, or their subsidiaries, affiliates, predecessors, successors, and assigns, ever had, now has, or hereafter may have against Claimant or its officers, directors, employees, agents, attorneys, subsidiaries,

affiliates, predecessors, successors, and assigns, all whether known or unknown, suspected or unsuspected, fixed or contingent, in law, admiralty or equity, arising from or related to the Proofs of Claim or the Policies. Nothing in this paragraph shall apply to any National Grid Claims or UGI Claims.

5. Resolution of Matters and Indemnification. Claimant acknowledges that this Settlement Agreement is intended to resolve all matters arising out of or relating to any rights Claimant ever had, now has or hereafter may have in the Policies and the Proofs of Claim, including any asserted rights of third-party claimants against Claimant under the Policies, and Claimant agrees to address, at its sole cost and expense, any such claims of third-party claimants against Claimant as if there had been no liquidation proceeding for Home and as if Claimant had no insurance coverage from Home by virtue of the Policies. In consideration of the Recommended Amount being allowed by the Liquidation Court as a Class II claim, Claimant agrees to indemnify and hold the Liquidator and Home harmless from and against any and all claims, losses, liabilities, debts, damages, costs or expenses arising from or related to the Proofs of Claim or the Policies and such indemnification shall be capped at the total amount ultimately distributed or distributable in relation to the Recommended Amount as allowed by the Liquidation Court. The future obligations of Claimant under this paragraph shall extend to and include (by way of example and not limitation) any claims, except for National Grid Claims or UGI Claims for defense or indemnity for claims made under the Policies against the Liquidator or Home by vendors, or by other insurers of Claimant, or by any individuals or entities asserting "direct action" claims arising out of or related to the Policies. The Liquidator shall promptly notify Claimant of any such claim, and shall afford Claimant the opportunity to reasonably participate in the defense of such claims. The Liquidator shall assert all defenses to such claims



reasonably available to the Liquidator, including defenses under the Order of Liquidation or the New Hampshire Insurers Rehabilitation and Liquidation Act. Claimant shall cooperate with the Liquidator (including but not limited to the provision of affidavits or testimony) to defend against and resolve such claims.

6. Mutual Release of Settling Carriers. Claimant agrees to use reasonable commercial efforts to cause any settlement agreement relating to the underlying matters covered by the Proofs of Claim with any other insurance company to include a waiver by that other insurance company of any claim, including contribution, apportionment, indemnification, subrogation, equitable subrogation, allocation, or recoupment, against Home regarding the underlying matters covered by the Proofs of Claim. The Liquidator agrees to waive, relinquish and release any claim, including contribution, apportionment, indemnification, subrogation, equitable subrogation, allocation, or recoupment, as to the underlying matters covered by the Proofs of Claim against any other insurance company which executes a settlement with Claimant that includes a provision that is materially the same as this paragraph.

7. No Assignments. Claimant warrants and represents that it has not assigned, conveyed, or otherwise transferred any claims, demands, causes of action, rights, or obligations related in any way to the Policies, or any proceeds thereof, or the Proofs of Claim, or the claims, losses and expenses released herein, to any person or entity, except as otherwise stated in the Purchase and Sale Agreement between Southern Union Company and UGI Corporation dated January 26, 2006 and the Purchase and Sale Agreement between Southern Union Company and National Grid USA dated February 15, 2006, a copy of which has been provided to the Liquidator. Claimant shall not assign or otherwise transfer this Settlement Agreement or any

rights or obligations thereunder without the written consent of the Liquidator, which consent shall not be unreasonably withheld.

8. Further Assurances. The Parties shall take all further actions as may be necessary to carry out the intent and purpose of this Settlement Agreement and to consummate the transactions contemplated herein.

9. Governing Law and Venue. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without regard to the conflicts of law provisions thereof. The Parties agree that the exclusive venue for any dispute between the Parties arising out of the Proofs of Claim, the Policies or this Settlement Agreement shall be the Liquidation Court.

10. Due Diligence. The Parties acknowledge and agree that, in negotiating and executing this Settlement Agreement, they have relied upon their own judgment and upon the recommendations of their own legal counsel, that they have read this Settlement Agreement and have had the opportunity to consider its terms and effects, and that they have executed this Settlement Agreement voluntarily and with full understanding of its terms and effects. This Settlement Agreement is the product of negotiations between the Parties. No Party shall be charged with having promulgated this Settlement Agreement, and the general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement.

11. No Third Party Rights. This Settlement Agreement is entered into solely for the benefit of the Liquidator, Home, and Claimant and is not intended to, and does not give or create any rights to or in any person or entity other than the Parties.

12. Counterparts. This Settlement Agreement may be executed in multiple counterparts, each of which, when so delivered, shall be an original, but such counterparts shall

together constitute one and the same instrument. The Parties agree that a signature sent by facsimile or electronic mail to the other Party shall have the same force and effect as an original signature.

13. Power and Authority to Execute. Subject to the approval of the Liquidation Court required by paragraph 1, each Party hereto represents and warrants that it has the full power and authority to execute, deliver, and perform this Settlement Agreement; that all requisite and necessary approvals have been obtained to consummate the transactions contemplated by this Settlement Agreement; that there are no other agreements or transactions to which it is a party that would render this Settlement Agreement or any part thereof, void, voidable or unenforceable; that each individual signing on behalf of a Party has been duly authorized by that Party to execute this Settlement Agreement on its behalf; and that no claims being released under the terms of this Settlement Agreement have been assigned, sold, or otherwise transferred to any other entity. Claimant represents and warrants that it has full power and authority to execute, deliver and perform this Settlement Agreement on behalf of Southern Union Gas Company, Pennsylvania Gas & Water Company, Providence Gas Company and Valley Gas Company.

14. Successor-in-Interest Bound. This Settlement Agreement shall be binding upon, and shall inure to the benefit of the Parties and their respective officers, directors, employees, agents, attorneys, liquidators, receivers, administrators, successors, and assigns.

15. Entire Agreement. This Settlement Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter thereof. This Settlement Agreement supersedes all prior agreements and understandings, whether written or oral, concerning such matters.

16. Survival of Warranties and Representations. The warranties and representations made herein shall survive the execution of this Settlement Agreement.

17. Validity of Settlement Agreement. Subject to approval of this Settlement Agreement by the Liquidation Court as required by paragraph 1, each Party represents and warrants that this Settlement Agreement is a legal, valid, and binding obligation, enforceable in accordance with its terms

18. No Waiver. No waiver of any right under this Settlement Agreement shall be deemed effective unless contained in a writing signed by the Party or an authorized representative of the Party charged with such waiver, and no waiver of any breach or failure to perform shall be deemed to be a waiver of any future breach or failure to perform or of any other provision of this Settlement Agreement. This Settlement Agreement may not be amended except in a document signed by the Party or an officer or other authorized official of the Party to be charged.

19. Notice. All notices to be given under this Settlement Agreement shall be given by email and first class U.S. mail directed to:

If to Claimant, to:

Dean Z. Pamphilis, Esq.  
Kasowitz, Benson, Torres & Friedman LLP  
700 Louisiana Street, Suite 2200  
Houston, Texas 77002  
Email: dpamphilis@kasowitz.com

If to the Liquidator, to:

Thomas W. Kober, Chief Claims Officer  
The Home Insurance Company in Liquidation  
61 Broadway 6th Floor  
New York, New York 10006  
Email: tom.kober@homeinsco.com

and

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33 Capitol Street  
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Email: christopher.marshall@doj.nh.gov

and

J. David Leslie, Esq.  
Rackemann, Sawyer & Brewster, P.C.  
160 Federal Street  
Boston, MA 02110-1700  
Email: dleslie@rackemann.com

20. Severability. If any provision of this Settlement Agreement is invalid, unenforceable, or illegal under the law of any applicable jurisdiction, the validity and enforceability of such provision in any other jurisdiction shall not be affected thereby and the remaining provisions of this Settlement Agreement shall remain valid and enforceable. However, in the event of such invalidity, unenforceability, or illegality, the Parties shall negotiate in good faith to amend this Settlement Agreement through the insertion of additional provisions which are valid, enforceable, and legal and which reflect, to the extent possible, the purposes contained in the invalid, unenforceable, or illegal provision.

**WHEREFORE**, the Parties have caused this Settlement Agreement to be executed on their respective behalves by their duly authorized representatives.

**PANHANDLE EASTERN PIPE LINE COMPANY, L.P.**

By: 

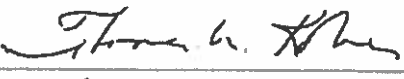


Name: JIM WRIGHT

Title: DEPUTY GENERAL COUNSEL

Date: October \_\_, 2015

**ROGER A. SEVIGNY, INSURANCE  
COMMISSIONER OF THE STATE OF  
NEW HAMPSHIRE, SOLELY IN HIS  
CAPACITY AS LIQUIDATOR OF  
THE HOME INSURANCE COMPANY**

By: 

Name: THOMAS W. KORTEN

Title: Chief Claims Officer  
*NILSEN*

Date: ~~October~~ 30, 2015