

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**

**AFFIDAVIT OF PETER A. BENGELSDORF, SPECIAL DEPUTY  
LIQUIDATOR, IN SUPPORT OF MOTION FOR APPROVAL OF  
SETTLEMENT AGREEMENT WITH INVENSYS LLC**

I, Peter A. Bengelsdorf, hereby depose and say:

1. I was appointed Special Deputy Liquidator of the Home Insurance Company (“Home”) by the Insurance Commissioner for the State of New Hampshire, as Liquidator (“Liquidator”) of Home. I submit this affidavit in support of the Liquidator’s Motion for Approval of Settlement Agreement with Invensys LLC. The facts and information set forth are either within my own knowledge gained through my involvement with this matter, in which case I confirm that they are true, or are based on information provided to me by others, in which case they are true to the best of my knowledge, information, and belief.

2. The motion seeks approval for the Settlement Agreement and Mutual Release (“Settlement Agreement”) between Invensys LLC, as a successor to Rockwell Manufacturing Company and Rockwell International Corporation (“Claimant”), and the Liquidator. The Settlement Agreement was negotiated under my supervision. A copy of the Settlement Agreement is attached as Exhibit A to the Liquidator’s motion.

3. Home issued seven insurance policies under which Rockwell Manufacturing Company and Rockwell International Corporation are the named insureds for various periods between January 1, 1969 and April 1, 1978, which, together with all other insurance policies

Home may have issued to Rockwell Manufacturing, Rockwell International, and Claimant are referred to collectively as the “Policies”. Settlement Agreement, first Whereas clause. Upon Home’s placement in liquidation, the Claimant filed a proof of claim in the Home liquidation regarding asserted asbestos claims which, together with any other proofs of claim hereinbefore or hereinafter filed by the Claimant in the Home liquidation, are referred to collectively as the “Proof of Claim”. Id., third Whereas clause.

4. Rockwell Automation Inc., as successor to Rockwell International, previously filed two separate and distinct proofs of claim in the Home liquidation which are to be resolved by a separate agreement dated June 13, 2017 (the “RA Proofs of Claim”). Likewise, Meritor, Inc. on its own behalf and as successor to the automotive division of Rockwell International, previously filed separate and distinct proofs of claim in the Home liquidation which were resolved by a separate agreement dated February 26, 2016 (the “Meritor Claims”). Neither the RA Proofs of Claim nor the Meritor Claims are part of nor addressed in the Settlement Agreement. Settlement Agreement, fourth and fifth Whereas clauses.

5. The Liquidator and the Claimant have negotiated the Settlement Agreement reflecting a resolution of the Proof of Claim and all matters between them under the Policies. The Settlement Agreement is subject to approval by the Court. Settlement Agreement ¶ 1.

6. The Settlement Agreement provides that the Liquidator will recommend allowance of the Proof of Claim in the aggregate amount of \$8,000,000 (“Recommended Amount”) as a Class II priority claim 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 Proof of Claim and all claims the Claimant 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. ¶ 2(C).

7. The Settlement Agreement is intended to resolve the Proof of Claim and all claims that the Claimant 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 the Claimant arising from or related to the Proof of Claim or the Policies. Id. ¶¶ 3, 4. The Liquidator also agrees not to pursue claims for contribution or other reimbursement against Claimant's other insurers, both those who have already reached settlements with Claimant and those who reach settlements in the future, provided such insurers similarly release their claims against Home and the Liquidator. Id. ¶ 7.

8. In resolving all of the Claimant's claims relating to the Proof of Claim and the Policies, the Settlement Agreement is intended to resolve all matters arising out of or relating to any rights the Claimant ever had, now has, or hereafter may have in the Policies and the Proof of Claim, including any asserted rights of third-party claimants against the Claimant under the Policies. See Settlement Agreement ¶ 5. The Claimant agrees to address, at its sole cost, any such claims of third-party claimants against the Claimant as if there had been no liquidation proceeding for Home and as if the Claimant had no insurance coverage from Home by virtue of the Policies. Settlement Agreement ¶ 5. The Claimant also agrees to indemnify and hold the Liquidator and Home harmless from all claims arising from or relating to the Proof of Claim or the Policies, including asserted rights of third party claimants and claims against Home or the Liquidator by insurers of Claimant or by any individuals or entities asserting "direct action" claims arising out of or related to the Policies, excepting claims related to or arising from the RA Proofs of Claim or the Meritor Claims. Settlement Agreement ¶ 5.

9. The Liquidator is not aware of any third party claimants asserting claims under the Policies. However, the denial of any third party claimants' claims without prejudice to their claims against the Claimant would not harm the third party claimants, who would continue to

have their claims against the Claimant. As noted above, the Claimant 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 the Claimant 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. 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, the Claimant is responsible for any third party claimants' claims against them. Id. ¶ 5.

10. The Liquidator is aware of the Meritor Claims (previously resolved), the RA Proofs of Claim (being separately resolved), and a proof of claim filed by Certain Underwriters at Lloyd's London (previously resolved) all of which assert or asserted a claim subject to the same limit in the Home policies as the Proof of Claim. (The Liquidator is not aware of any other proof of claim asserting a claim to the same policy limits as the Proof of Claim resolved by the Settlement Agreement.) However, in the future, if allowances are made on claims filed by other insureds such that the aggregate allowed amount of all claims subject to the same limit exceeds the limit, each claim will be prorated so that the total equals the policy limit, to the extent required by RSA 402-C:40, IV. Settlement Agreement ¶ 6.

11. The Settlement Agreement reflects a compromise of the claims asserted in the Proof of Claim. It is the result of negotiations involving the Claims Department, under my supervision, 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 the Policies respecting the underlying liabilities of the

Claimant. The Liquidator accordingly recommends approval of the Settlement Agreement and allowance of the \$8,000,000 settlement amount as a Class II claim of the Claimant in accordance with RSA 402-C:45 and RSA 402-C:44.

12. I believe that the Settlement Agreement is fair and reasonable and in the best interests of the policyholders and creditors of Home.

Signed under the penalties of perjury this 21 day of June, 2017.

*Peter A Bengelsdorf*

Peter A. Bengelsdorf  
Special Deputy Liquidator of The Home Insurance  
Company

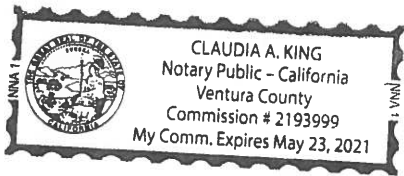
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF VENTURA

On June 21, 2017 before me, Claudia A King, Notary Public, personally appeared Peter A. Bengelsdorf, Special Deputy Liquidator of The Home Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Claudia A. King*  
Signature of Notary Public