

**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**

**MOTION FOR APPROVAL OF  
CONSULTING AGREEMENT WITH FORTIRA, INC.**

John Elias, Insurance Commissioner of the State of New Hampshire, as Liquidator (“Liquidator”) of The Home Insurance Company (“Home”), hereby moves that the Court enter an order in the form submitted herewith approving the Consulting Agreement between the Liquidator and Fortira, Inc. (“Fortira”), formerly known as RIK Technologies, Inc. (“RIK”). As reasons for this motion, the Liquidator respectfully states:

1. This motion seeks approval of the Consulting Agreement between the Liquidator and Fortira. A copy of the Consulting Agreement including its four amendments (with economic terms removed) is attached as Exhibit 1. A complete copy of the Consulting Agreement is attached to the Confidential Affidavit of Peter A. Bengelsdorf, Special Deputy Liquidator, in Support of Approval of Consulting Agreement with Fortira (“Bengelsdorf Confidential Affidavit”) submitted herewith under seal. Bengelsdorf Confidential Affidavit ¶ 2.

2. Background. Before its liquidation, Home relied on consultants to assist in operating and maintaining its information technology systems. The Liquidator continued this practice, and in 2004, Home had a total of eleven employees and eleven consultants providing information technology services. Four of these consultants provided services under a consulting agreement with an information technology firm (Optimal Solutions, Inc.) entered before Home’s

liquidation in 2003. The Liquidator continued to use consultants under that contract (which was assigned to another IT firm effective January 2009) until August 2009, when the contract was terminated. Bengelsdorf Confidential Affidavit ¶ 3.

3. The Home liquidation's technology environment is complex and includes a set of computers, including mainframes, that run a large number and variety of programs to update databases and produce operational reports. In addition, there are many in-house developed systems needed for liquidation staff to conduct their work. The Home liquidation depends upon its systems for the accounting, financial, claims, reinsurance and other processes required for an insurance company as well as for the proofs of claim/determinations, asset distributions, and guaranty association information necessary for an insurer liquidation. Bengelsdorf Confidential Affidavit ¶ 4.

4. The Consulting Agreement and initial amendments. In April 2009, the Liquidator entered the Consulting Agreement with RIK (now Fortira). The Consulting Agreement provides for the Liquidator to pay an hourly fee for consultants' services plus reasonable and necessary travel expenses. See Consulting Agreement ¶ 3. The fees and services are set forth in detail on an exhibit to the agreement (which has been amended over time). The Consulting Agreement contains a confidentiality provision to protect the Home liquidation's information, and it is terminable on thirty days' written notice. Id. ¶¶ 2, 7. Bengelsdorf Confidential Affidavit ¶ 5.

5. Under the initial Consulting Agreement, a specified consultant was engaged to work on-site at Home's offices as UNIX System Administrator administering the day-to-day operations of the servers in both New York, N.Y., and Manchester, N.H. Several consultants who had previously provided services to Home joined RIK, and the Consulting Agreement was amended effective September 1, 2009 to provide for the services of four specified consultants as

UNIX System Administrator, Database Administrator, Senior Application Developer, and Administrator of the Lotus Notes Server at hourly rates. See Amendment to Consulting Agreement (in Exhibit 1). It was amended again effective March 10, 2011, to substitute another individual as Database Administrator and add the services of a legacy system support programmer at a monthly rate. See Second Amendment to Consulting Agreement. In 2012, RIK changed its name to Fortira. Fortira and the Liquidator entered into an amendment to the Consulting Agreement effective July 1, 2014 that increased the rates for the individual consultants. See Third Amendment to Consulting Agreement. The Consulting Agreement was amended again effective February 27, 2018 to substitute consultants serving as Administrator of the Lotus Notes Server and the Database Administrator. See Fourth Amendment to Consulting Agreement. Bengelsdorf Confidential Affidavit ¶ 6.

6. The present Consulting Agreement. Under the Consulting Agreement as amended by the Fourth Amendment, Fortira now provides the services of a UNIX System Administrator, a senior application developer, an administrator for the Lotus Notes (Domino) Server, a legacy system support programmer, and a Database Administrator. These five consultants are on-site at the Home liquidation offices full time. Bengelsdorf Confidential Affidavit ¶ 7.

7. The overall number of information technology support personnel has been reduced over time as the liquidation has progressed. The Home liquidation now has four employees, including its Chief Information Officer/Executive Vice President, that provide IT services in addition to the five Fortira consultants. Bengelsdorf Confidential Affidavit ¶ 8.

8. The five Fortira on-site consultants are important for the operation of the Home liquidation's computer systems. The consultants maintain and support the Home's computer systems, many of which are dated legacy systems with decades-old applications, under the

supervision of the Home liquidation's Chief Information Officer. Having the consulting arrangement permits the liquidation to maintain on-going, highly proficient administration of its computer systems by personnel who have acquired a detailed knowledge of the systems to the Home liquidation. See Bengelsdorf Confidential Affidavit ¶ 9.

9. The Consulting Agreement benefits the liquidation because the Liquidator is able to obtain services by IT professionals familiar with the Home's systems and fill knowledge gaps when necessary. See Bengelsdorf Confidential Affidavit ¶ 10.

10. The Consulting Agreement involves material costs, which are included in the "Outside Services" entry of the annual liquidation budget filed with the Court each November in the Liquidator's Filing Regarding Status Report. See Bengelsdorf Confidential Affidavit ¶ 11.

11. It was recently noted that the Consulting Agreement has not been presented to the Court for approval. The Order Establishing Procedures for Review of Certain Agreement to Assume Obligations or Dispose of Assets entered April 29, 2004 ("Order") provides that the Liquidator is to seek approval by motion of any agreement under which the Home assumes an obligation or liability that exceeds \$500,000. Order ¶ 1. While the Consulting Agreement does not necessarily assume an obligation in excess of that threshold, in practice it has involved annual expenditures above the threshold which will continue and should be presented to the Court. The Liquidator accordingly requests that the Court approve the Consulting Agreement. Bengelsdorf Confidential Affidavit ¶ 12.

12. The reasons for approval of the Consulting Agreement are summarized in paragraphs 9-11 and 13 of the Bengelsdorf Confidential Affidavit. The Liquidator submits that the Consulting Agreement is fair and reasonable and in the best interests of the policyholders and other creditors of Home. The Consulting Agreement provides for the necessary maintenance and

operation of the unique Home computer systems by knowledgeable personnel on an ongoing, flexible basis at a reasonable cost. Bengelsdorf Confidential Affidavit ¶ 13.

WHEREFORE, the Liquidator respectfully requests that this Court:

- A. Grant this Motion for Approval of Consulting Agreement with Fortira;
- B. Enter an Order in the form submitted herewith approving the Agreement; and
- C. Grant such other and further relief as justice may require.

Respectfully submitted,

JOHN ELIAS, INSURANCE  
COMMISSIONER OF THE STATE OF  
NEW HAMPSHIRE, SOLELY AS  
LIQUIDATOR OF THE HOME  
INSURANCE COMPANY,

By his attorneys,

GORDON J. MACDONALD  
ATTORNEY GENERAL

J. Christopher Marshall  
NH Bar ID No. 1619  
[J.Christopher.Marshall@doj.nh.gov](mailto:J.Christopher.Marshall@doj.nh.gov)  
Civil Bureau  
New Hampshire Department of Justice  
33 Capitol Street  
Concord, NH 03301-6397  
(603) 271-3650



---

J. David Leslie  
NH Bar ID No. 16859  
[dleslie@rackemann.com](mailto:dleslie@rackemann.com)  
Eric A. Smith  
NH Bar ID No. 16952  
[esmith@rackemann.com](mailto:esmith@rackemann.com)  
Rackemann, Sawyer & Brewster P.C.  
160 Federal Street  
Boston, MA 02110  
(617) 542-2300

July 5, 2018

**Certificate of Service**

I hereby certify that a copy of the foregoing Motion for Approval of Consulting Agreement with Fortira and the Proposed Order Approving Consulting Agreement with Fortira were sent, this 5th day of July, 2018, by first class mail, postage prepaid to all persons on the attached service list. The Confidential Affidavit being filed under seal was not so served.



---

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

SERVICE LIST

Lisa Snow Wade, Esq.  
Orr & Reno  
One Eagle Square  
P.O. Box 3550  
Concord, New Hampshire 03302-3550

Gary S. Lee, Esq.  
James J. DeCristofaro, Esq.  
Kathleen E. Schaaf, Esq.  
Morrison & Foerster  
250 West 55th Street  
New York, NY 10019-9601

David M. Spector, Esq.  
Dennis G. LaGory, Esq.  
Schiff Hardin LLP  
6600 Sears Tower  
Chicago, Illinois 60606

Samantha D. Elliott, Esq.  
Gallagher, Callahan & Gartrell, P.C.  
214 North Main Street  
Concord, NH 03301

David H. Simmons, Esq.  
Mary Ann Etzler, Esq.  
Daniel J. O'Malley, Esq.  
deBeaubien, Knight, Simmons,  
Mantzaris & Neal, LLP  
332 North Magnolia Avenue  
P.O. Box 87  
Orlando, Florida 32801

Martin P. Honigberg, Esq.  
Sulloway & Hollis, P.L.L.C.  
9 Capitol Street  
P.O. Box 1256  
Concord, New Hampshire 03302-1256

Richard Mancino, Esq.  
Willkie Farr & Gallagher, LLP  
787 Seventh Avenue  
New York, New York 10019

Joseph G. Davis, Esq.  
Willkie Farr & Gallagher, LLP  
1875 K Street, N.W.  
Washington, DC 20006

Albert P. Bedecarre, Esq.  
Quinn Emanuel Urguhart Oliver & Hedges LLP  
50 California Street, 22<sup>nd</sup> Floor  
San Francisco, California 94111

Jeffrey W. Moss, Esq.  
Morgan Lewis & Bockius, LLP  
One Federal Street  
Boston, Massachusetts 02110

Robert M. Horkovich, Esq.  
Robert Y. Chung, Esq.  
Anderson Kill & Olick, P.C.  
1251 Avenue of the Americas  
New York, New York 10020

Andrew B. Livernois, Esq.  
Ransmeier & Spellman, P.C.  
One Capitol Street  
P.O. Box 600  
Concord, New Hampshire 03302-0600

John A. Hubbard  
615 7<sup>th</sup> Avenue South  
Great Falls, Montana 59405

Paul W. Kalish, Esq.  
Ellen M. Farrell, Esq.  
Crowell & Moring  
1001 Pennsylvania Avenue, N.W.  
Washington, DC 20004-2595

Harry L. Bowles  
306 Big Hollow Lane  
Houston, Texas 77042

Gregory T. LoCasale, Esq.  
White and Williams, LLP  
One Liberty Place, Suite 1800  
Philadelphia, Pennsylvania 19103-7395

Kyle A. Forsyth, Esq.  
Commercial Litigation Branch/Civil Division  
United States Department of Justice  
P.O. Box 875  
Washington, D.C. 20044-0875

W. Daniel Deane, Esq.  
Nixon Peabody LLP  
900 Elm Street, 14<sup>th</sup> Floor  
Manchester, New Hampshire 03861

Joseph C. Tanski, Esq.  
John S. Stadler, Esq.  
Nixon Peabody LLP  
100 Summer Street  
Boston, Massachusetts 02110

Steven J. Lauwers, Esq.  
Michael S. Lewis, Esq.  
Rath Young Pignatelli  
One Capital Plaza  
Concord, New Hampshire 03302-1500

Robert E. Murphy, Esq.  
Michael J. Tierney, Esq.  
Wadleigh, Starr & Peters, PLLC  
95 Market Street  
Manchester, New Hampshire 03101

Mark J. Andreini, Esq.  
Jones Day  
North Point  
901 Lakeside Avenue  
Cleveland, Ohio 44114-1190

Paul A. Zevnik, Esq.  
Morgan, Lewis & Bockius LLP  
1111 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004

Michel Y. Horton, Esq.  
Morgan, Lewis & Bockius LLP  
300 South Grand Avenue, Suite 4400  
Los Angeles, California 90071

Hilary Loynes Palazzolo, Esq.  
Keith Dotseth, Esq.  
Larson King  
30 East Seventh Street, Suite 2800  
Saint Paul, Minnesota 55101



REDACTED

## CONSULTING AGREEMENT

**THIS CONSULTING AGREEMENT** (the "Agreement"), is made effective as of the 20th day of April, 2009, by and between Roger Sevigny, Commissioner, State of New Hampshire Insurance Department or any successor thereto ("Commissioner"), solely in his capacity as Liquidator of The Home Insurance Company ("Liquidator"), and RIK Technologies, Inc. (the "Consultant").

**WHEREAS**, the Commissioner has been appointed Liquidator of The Home Insurance Company ("The Home") by Orders of Liquidation entered by the Merrimack County Superior Court on June 11 and 13, 2003 (Docket No. 03-E-0106); and

**WHEREAS**, pursuant to applicable provisions of the New Hampshire Insurance Code and the Orders of Liquidation, the Liquidator is vested with the authority and responsibility to protect the interests of policyholders and creditors of The Home and, to that end, has appointed Peter A. Bengelsdorf as Special Deputy Liquidator, which appointment was approved by the Court, to oversee the liquidation of The Home; and

**WHEREAS**, the Liquidator desires to secure the services (as such term is defined in Paragraph 1 below) of Consultant to assist the Special Deputy Liquidator in the conduct of the liquidation of The Home, and the Consultant desires to perform such Services on the terms and conditions set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing and of the respective covenants and agreements of the parties herein contained, the parties hereto agree as follows:

1. **SERVICES**: The Consultant shall provide such services as are set forth in Exhibit A attached hereto (the "Services").
2. **TERM AND TERMINATION**: This Agreement shall be effective as of the date first above written and shall be terminated as of the earlier of:
  - (a) The mutual written agreement of the parties hereto to terminate the Agreement;
  - (b) The giving by either party at any time of notice of termination of this Agreement upon thirty (30) days' written notice to the other party.

Upon the termination of this Agreement for any reason, the Consultant shall cease providing Services to the Liquidator and shall surrender and deliver immediately to the Special Deputy Liquidator, or destroy in accordance with Paragraph 7 hereof, any and all documents of every kind constituting Information (as such term is defined in

Paragraph 7 hereof) including, but not limited to, any works in progress on the date of termination.

**3. COMPENSATION & EXPENSES:** Provided that the Consultant shall perform satisfactorily the Services hereunder, The Home shall pay the Consultant, on behalf of the Liquidator, an hourly fee of as set forth in Exhibit A hereto plus reasonable and necessary travel expenses incurred by the Consultant in the performance of such Services. The Consultant shall be compensated at such hourly fee for any testimony required to be given relative to Services provided hereunder. The Consultant shall submit accurate and complete invoices to the Special Deputy Liquidator on a monthly basis, or more frequently at the request of the Special Deputy Liquidator, specifying the day or days on which the Consultant provided Services, the number of hours, or fractions thereof, spent providing the Services, a detailed description of the tasks performed, and the expenses incurred in connection therewith.

**4. FACILITIES AND SERVICES TO BE PROVIDED TO THE CONSULTANT:** On behalf of the Liquidator, The Home shall provide all necessary facilities and services specified by the Consultant and agreed to by the Special Deputy Liquidator, to enable the Consultant to provide the Services.

**5. RELATIONSHIPS OF PARTIES:** The Consultant's status under this Agreement, and the performance of Consultant's duties and obligations hereunder, shall be that of an independent contractor, and nothing contained in this Agreement shall create or imply an employer/employee relationship between the Liquidator and the Consultant, nor shall this Agreement be deemed to constitute a joint venture or partnership between the parties. The Consultant agrees that Consultant will make no representations or take other actions whatsoever with respect to the Consultant's contractual affiliation with the Liquidator that are inconsistent with Consultant's status as an independent contractor retained for the purposes set forth in this Agreement.

**6. COVENANT:** The Consultant shall not, during the term of this Agreement, serve any interest or do any act or thing that may conflict with the interests of the Liquidator and his responsibility to the policyholders and creditors of The Home. The Consultant agrees that those Agents designated in Exhibit A hereof to perform Services hereunder shall not engage in paid work for any other party during the term of this Agreement without prior written notice to the Special Deputy Liquidator and a determination by the Special Deputy Liquidator that such work does not conflict with the interests of the Special Deputy Liquidator in his responsibility to the policyholders of The Home.

**7. CONFIDENTIALITY:** The Consultant shall receive and have access to "Information" that is proprietary and confidential. Both during and after the term of this Agreement, the Consultant agrees to strictly preserve and protect the proprietary and confidential nature of the Information, and not use the Information in any way other than in connection with the performance of Services hereunder, except as the Special Deputy Liquidator shall authorize in writing addressed to the Consultant. For purposes of this

Agreement, Information shall include, but not be limited to, any and all statements, models, projects, analyses, calculations, reports, working papers, documents, computer programs, operational procedures and any and all materials of every kind (including, without limitation, all materials prepared by or given to the Consultant relating to The Home or the Services provided hereunder) concerning the financial condition or business or operations of The Home and its subsidiaries, but does not include any documents, records or information that have become publicly available other than by reason of the Consultant's failure to comply with this Paragraph 7.

The Consultant hereby acknowledges that each term and condition contained in this Paragraph 7 is necessary to preserve the confidentiality of the Information and that the Consultant's failure to comply with any such term or condition would result in irreparable damage to the Liquidator and The Home in an amount that is impossible to quantify.

The Consultant shall require each of the Consultant's agents and employees who receive the Information (collectively "Agents") to abide by the terms of this Paragraph 7 to the same extent that the Consultant is required to do so.

Upon the termination of this Agreement for any reason, or at such other time as the Special Deputy Liquidator may request, the Consultant and the Consultant's Agents shall return to the Special Deputy Liquidator or its designated representatives, or shall destroy, all copies of the Information in any form whatsoever (including any notes, reports, transmittal letters or other writings prepared by the Consultant and such Agents). Upon the request of the Special Deputy Liquidator, any such destruction of materials constituting Information shall be certified in writing by the Consultant.

**8. INDEMNIFICATION:** The Consultant understands that:

- (a) The Liquidator shall cause The Home to indemnify and hold harmless the Consultant, to the full extent lawful, from and against any losses, claims, damages, liabilities, actions or proceedings in respect thereof in regard to or arising out of the provision of Services by the Consultant, and will reimburse the Consultant for all reasonable legal and other expenses as such expenses are incurred in connection with any such losses, claims, damages, liabilities, actions or proceedings in respect thereof.
- (b) Under no circumstances shall the Consultant be indemnified pursuant to subsection (a) hereunder for any losses, claims, damages, liabilities, actions or proceedings that a court of competent jurisdiction shall have found in a final judgment to have arisen primarily from the negligence, bad faith or legal misconduct of the Consultant.

**9. NON-ASSIGNMENT:** This Agreement is personal to the Consultant and the Consultant may not assign or delegate any of the Consultant's rights or obligations hereunder without first obtaining the written consent of the Special Deputy Liquidator.

**10. NOTICES:** All notices, requests, approvals and consents and other communications required or permitted under this Agreement shall be in writing and shall be sent to the facsimile number specified below or to such other number as may be notified from time-to-time by the party in question in writing. A copy of any such notice also shall be delivered personally or sent by first class U.S. Mail, registered or certified, return receipt requested, postage pre-paid; or by U.S. Express Mail, Federal Express, or other similar overnight bonded mail delivery services, to the address set out below, or to such other address as may be notified in writing from time-to-time by the party in question to the other party.

**If to the Liquidator:**

**Commissioner Roger Seigny  
New Hampshire Department of Insurance as Liquidator of  
The Home Insurance Company  
56 Old Suncook Road  
Concord, New Hampshire 03301-5151  
FAX: (603) 271-7851**

**And to:**

**Peter Bengelsdorf  
Special Deputy Liquidator  
The Home Insurance Company in Liquidation  
59 Maiden Lane, 5<sup>th</sup> Floor  
New York, New York 10038  
FAX: (212) 530-6143**

If to the Consultant:

Mr. R. Kambhampati (Chris)  
President & CEO  
RIK Technologies, Inc.  
113 Beagle Dr.  
Manalapan, New Jersey 07726  
FAX: (732) 909 - 2746

11. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

12. **HEADINGS:** The headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement.

13. **SEVERABILITY:** If any provision of this Agreement is determined by a court of competent jurisdiction to be contrary to law, then, to the extent not inconsistent with such determination, the remaining provisions of this Agreement will remain in full force and effect.

14. **WAIVER:** No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.

15. **AMENDMENTS:** No amendment to, or change, waiver or discharge of, any provision of this Agreement shall be valid unless in writing and signed by an authorized representative of the party against which such amendment, change, waiver or discharge is sought to be enforced.


16. **GOVERNING LAW:** This Agreement shall be interpreted in accordance with and governed by the laws of the State of New Hampshire, without giving effect to the principles of conflicts of laws.

17. **VENUE:** Any action or proceeding arising out of this Agreement shall be brought against either party in the Merrimack County Superior Court of the State of New Hampshire, and each party consents to the exclusive jurisdiction of such court in any such action or proceeding and waives any objection to venue laid therein.

18. **ENTIRE AGREEMENT;** This Agreement represents the entire agreement between the parties with respect to its subject matter and, except as contained in this Agreement, there are no other representations, understandings or agreements between the parties relative to such subject matter.


IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be signed and delivered by its duly authorized representative.

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

  
By: Peter A. Bengelsdorf  
Title: Special Deputy Liquidator

CONSULTANT:

RIK Technologies, Inc.

  
Name: R. Kambhampati (Chris)  
Title: President & CEO

## Exhibit A

**Consultant: RIK Technologies, Inc.**

Consultant shall provide the Services to be performed by the following individual at the hourly rate as set forth below. The Individual(s) rendering the Services, the nature of the Services themselves and the hourly rate(s) applicable thereto may be changed from time to time pursuant to the written agreement of the parties.

**[REDACTED] - Hourly Rate: [REDACTED]**

**Responsibilities:** As a UNIX System Administrator, [REDACTED] is responsible for the implementation and the day-to-day operation of the SUN Unix servers residing in the New York and the Manchester datacenters. He is also responsible for scheduling and monitoring jobs on the SUN servers and in co-coordinating activities with the Zurich Datacenter operators for successfully completing daily production jobs. Specific tasks include:

- Maintain the UNIX system software to the current levels
- Maintain the availability (99.9%), reliability and the system performance of the SUN server environment according to the SLA
- Install all necessary third party software on the SUN servers
- Working with the software vendors resolve all operating system and related program product(s) problems and issues
- Develop nightly production job schedule scripts and monitor their execution daily and during the weekends
- Maintain both the Voice and the Data networks
- Maintain the Firewall and the intrusion detection and prevention software products
- Develop and execute the backup and recovery procedures
- Develop and maintain effective problem and change management procedures
- Build a disaster recovery SUN server environment in Manchester
- Maintain the Firewall and filter out on-line intruders from the computing environment
- Gain knowledge to be a backup support person for the database, desktop and the network environments

**AMENDMENT TO CONSULTING AGREEMENT**

This Amendment effective as of September 1, 2009 (the "Amendment") amends the Consulting Agreement dated as of the 20th day of April, 2009 (the "Consulting Agreement") by and between Roger A. Sevigny, Commissioner, State of New Hampshire Insurance Department or any successor thereto ("Commissioner") solely in his capacity as Liquidator of The Home Insurance Company ("Liquidator"), and RIK Technologies, Inc. (the "Consultant").

WHEREAS, the Liquidator and the Consultant desire to amend certain provisions contained in the Consulting Agreement effective as of the date of this Amendment;

NOW THEREFORE, in consideration of the foregoing and of the respective covenants and agreements of the parties herein contained, the parties hereto agree that the Consulting Agreement shall be amended as follows:

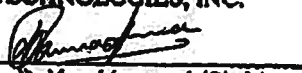
1. **Definitions:** Any term used herein and not otherwise defined in this Amendment, shall have the definition as set forth in the Consulting Agreement.
2. **Amendments:** Section 1 (Services) of the Consulting Agreement is amended by deleting the Exhibit A in the form currently in effect under the terms of the Consulting Agreement, and substituting in lieu thereof a new Exhibit A in the form attached to this Amendment.
3. **Effect of Amendment:** Except as amended hereby, the terms and provisions contained in the Consulting Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto have caused this Amendment to the Consulting Agreement to be signed and delivered by its duly authorized representative.

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

By:   
Name: Peter A. Bengelsdorf  
Title: Special Deputy Liquidator

CONSULTANT:  
RIK TECHNOLOGIES, INC.

By:   
Name: R. Kambhampati (Chris)  
Title: President & CEO



## Exhibit A

**Consultant: RIK Technologies, Inc.**

Consultant shall provide the Services to be performed by the following individuals at the hourly rates as set forth below. The Individual(s) rendering the Services, the nature of the Services themselves and the hourly rate(s) applicable thereto may be changed from time to time pursuant to the written agreement of the parties.

**[REDACTED] - Hourly Rate: [REDACTED]**

**Responsibilities:** As a UNIX System Administrator, [REDACTED] is responsible for the implementation and the day-to-day operation of the SUN Unix servers residing in the New York and the Manchester datacenters. He is also responsible for scheduling and monitoring jobs on the SUN servers and in co-coordinating activities with the Zurich Datacenter operators for successfully completing daily production jobs. Specific tasks include:

- Maintain the UNIX system software to the current levels
- Maintain the availability (99.9%), reliability and the system performance of the SUN server environment according to the SLA
- Install all necessary third party software on the SUN servers
- Working with the software vendors resolve all operating system and related program product(s) problems and issues
- Develop nightly production job schedule scripts and monitor their execution daily and during the weekends
- Maintain both the Voice and the Data networks
- Maintain the Firewall and the intrusion detection and prevention software products
- Develop and execute the backup and recovery procedures
- Develop and maintain effective problem and change management procedures
- Build a disaster recovery SUN server environment in Manchester
- Maintain the Firewall and filter out on-line intruders from the computing environment
- Gain knowledge to be a backup support person for the database, desktop and the network environments

**[REDACTED] - Hourly Rate: [REDACTED]**

**Responsibilities:** As a Database Administrator (DBA), [REDACTED] is responsible for creating and maintaining all the Oracle and SQL Databases and the related software for The Home Insurance Company In Liquidation. These tasks include:

- Maintain the database system software to current levels
- Maintain the availability and reliability of all databases (99.9%) and the integrity of the data residing in these databases
- Working with the software vendors resolve all database related problems and issues
- Assist the application developers in designing and creating all new databases
- Write SQL procedures, triggers and packages to support necessary business functions
- Automate database related job scheduling scripts
- Monitor and performance tune all production databases
- Development and execution of backup and recovery procedures
- Creation of tables and data views
- Develop management information dashboards and support the data warehouse environment
- Develop and implement disaster recovery procedures for all production databases
- Assist developers and the end users in designing and maintaining the MS/Access database
- Gain knowledge to be a backup support person for the UNIX, and the application development environments
- Install and maintain the Pyramid system software to the current levels

**[REDACTED] - Hourly Rate: [REDACTED]**

**Responsibilities:** As a senior application developer, [REDACTED] is responsible designing, developing and maintaining Liquidation specific applications. Specific tasks include:

- Develop, enhance and maintain the POC system
- Develop, enhance and maintain the NOD system
- Develop, enhance and maintain the Asset Distribution system
- Develop, modify and maintain the UDS interfaces
- Develop the Image file interface to receive the UDS image files
- Eliminate data redundancy by creating interfaces between the system databases

- Any other programming requirements for the HICIL liquidation efforts
- Resolve all application related problems and issues
- Monitor daily production jobs and resolve any performance or abnormal termination issues
- Maintain the availability, reliability, integrity and performance of all developed applications
- Support the development of the disaster recovery facility, specially related to the developed applications
- Develop and maintain application systems for the Liquidation Clerk

**[REDACTED] - Hourly Rate: [REDACTED]**

**Responsibilities:** As the administrator of the Lotus Notes (Domino) Server, [REDACTED] is responsible for the following tasks:

- Installation, configuration and maintenance of the Domino servers and the Client software
- Day-to-day domino server administration activities
- Maintain the availability, reliability, integrity and the performance of the e-mail environment
- Maintain notes-mail, SMTP, ACLS, Rightfax, Scan mail and Blackberries and act as troubleshooter to identify and eliminate related problems.
- Develop and maintain applications in Lotus Notes client and Domino
- Develop and enhance HICIL Clerk Website and act as troubleshooter to identify and eliminate related problems
- Provide e-mail support for the end users
- Support the development of the disaster recovery facility, specially related to the developed applications
- Prevent computer virus from getting into the corporate e-mail system

## SECOND AMENDMENT TO CONSULTING AGREEMENT

This Amendment effective as of March 10, 2011 (the "Amendment") amends the Consulting Agreement dated as of the 20th day of April, 2009, as amended by the Amendment To Consulting Agreement dated as of September 1, 2009 (as amended, the "Consulting Agreement") by and between Roger A. Sevigny, Commissioner, State of New Hampshire Insurance Department or any successor thereto ("Commissioner") solely in his capacity as Liquidator of The Home Insurance Company ("Liquidator"), and RIK Technologies, Inc. (the "Consultant").


**WHEREAS**, the Liquidator and the Consultant desire to amend certain provisions contained in the Consulting Agreement effective as of the date of this Amendment;

**NOW THEREFORE**, in consideration of the foregoing and of the respective covenants and agreements of the parties herein contained, the parties hereto agree that the Consulting Agreement shall be amended as follows:

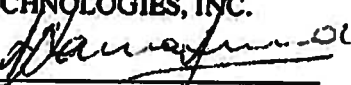
1. **Definitions:** Any term used herein and not otherwise defined in this Amendment, shall have the definition as set forth in the Consulting Agreement.
2. **Amendments:** Section 1 (Services) of the Consulting Agreement is amended by deleting the Exhibit A in the form currently in effect under the terms of the Consulting Agreement, and substituting in lieu thereof a new Exhibit A in the form attached to this Amendment.
3. **Effect of Amendment:** Except as amended hereby, the terms and provisions contained in the Consulting Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, each of the parties hereto have caused this Amendment to the Consulting Agreement to be signed and delivered by its duly authorized representative.

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

By:   
Name: Peter A. Bengelsdorf  
Title: Special Deputy Liquidator

CONSULTANT:  
RIK TECHNOLOGIES, INC.

By:   
Name: R. Kambhampati (Chris)  
Title: President & CEO

## Second Amendment to Consulting Agreement - Exhibit A

**Consultant: RIK Technologies, Inc.**

Consultant shall provide the Services to be performed by the following individuals at the rates as set forth below. The individual(s) rendering the Services, the nature of the Services themselves and the rate(s) applicable thereto may be changed from time to time pursuant to the written agreement of the parties.

**[REDACTED] - Hourly Rate: [REDACTED]**

**Responsibilities:** As a UNIX System Administrator, [REDACTED] is responsible for the implementation and the day-to-day operation of the SUN Unix servers residing in the New York and the Manchester datacenters. He is also responsible for scheduling and monitoring jobs on the SUN servers and in co-coordinating activities with the Zurich Datacenter operators for successfully completing daily production jobs. Specific tasks include:

- Maintain the UNIX system software to the current levels
- Maintain the availability (99.9%), reliability and the system performance of the SUN server environment according to the SLA
- Install all necessary third party software on the SUN servers
- Working with the software vendors resolve all operating system and related program product(s) problems and issues
- Develop nightly production job schedule scripts and monitor their execution daily and during the weekends
- Maintain both the Voice and the Data networks
- Maintain the Firewall and the intrusion detection and prevention software products
- Develop and execute the backup and recovery procedures
- Develop and maintain effective problem and change management procedures
- Build a disaster recovery SUN server environment in Manchester
- Maintain the Firewall and filter out on-line intruders from the computing environment
- Gain knowledge to be a backup support person for the database, desktop and the network environments

**[REDACTED] - Hourly Rate: [REDACTED]**

**Responsibilities:** As a senior application developer, [REDACTED] is responsible designing, developing and maintaining Liquidation specific applications. Specific tasks include:

- Develop, enhance and maintain the POC system
- Develop, enhance and maintain the NOD system
- Develop, enhance and maintain the Asset Distribution system
- Develop, modify and maintain the UDS interfaces
- Develop the Image file interface to receive the UDS image files
- Eliminate data redundancy by creating interfaces between the system databases
- Any other programming requirements for the HICIL liquidation efforts
- Resolve all application related problems and issues
- Monitor daily production jobs and resolve any performance or abnormal termination issues
- Maintain the availability, reliability, integrity and performance of all developed applications
- Support the development of the disaster recovery facility, specially related to the developed applications
- Develop and maintain application systems for the Liquidation Clerk

**[REDACTED] - Hourly Rate: [REDACTED]**

**Responsibilities:** As the administrator of the Lotus Notes (Domino) Server, [REDACTED] is responsible for the following tasks:

- Installation, configuration and maintenance of the Domino servers and the Client software
- Day-to-day domino server administration activities
- Maintain the availability, reliability, integrity and the performance of the e-mail environment
- Maintain notes-mail, SMTP, ACLS, Rightfax, Scan mail and Blackberries and act as troubleshooter to identify and eliminate related problems.
- Develop and maintain applications in Lotus Notes client and Domino
- Develop and enhance HICIL Clerk Website and act as troubleshooter to identify and eliminate related problems
- Provide e-mail support for the end users
- Support the development of the disaster recovery facility, specially related to the developed applications
- Prevent computer virus from getting into the corporate e-mail system

**[REDACTED]: Hourly Rate: [REDACTED]**

**Responsibilities:** As a Database Administrator (DBA), [REDACTED] is responsible for creating and maintaining the Oracle, Access and the SQL Databases and the related software for The Home Insurance Company in Liquidation. These tasks include:

- Maintain the database system software to current levels
- Maintain the availability and reliability of all databases (99.9%) and the integrity of the data residing in these databases
- Working with the software vendors resolve all database related problems and issues
- Assist the application developers in designing and creating all new databases
- Writing SQL procedures, triggers and packages to support necessary business functions
- Automate database related job scheduling scripts
- Monitor and tune performance of all production databases
- Development and execution of backup and recovery procedures
- Creation of tables and data views
- Develop management information dashboards and support the data warehouse environment
- Develop and implement disaster recovery procedures for all production databases
- Assist developers and the end users in designing and maintaining the MS/Access database
- Gain knowledge to be a backup support person for the UNIX, and the application development environments

In addition to performing the above DBA functions, [REDACTED] will also be responsible for the following:

- Install and maintain the Pyramid Claim system software to the current levels and coordinate problem resolution with the vendor
- Function as a backup support for the Actuarial database extracts from the mainframe
- Assist in the program development (rewrite) of the Financial systems to eliminate the use of the mainframe systems
- Support the AFIA and the Liquidation Clerk's WEB sites

██████████ The Consultant's responsibilities hereunder are scheduled to commence on April 1, 2011. Notwithstanding the description of the rate of compensation set forth in Section 3 of the Agreement, Consultant shall be paid at the rate of ██████████; such monthly fee to be prorated to reflect a reduction for any business days (or parts thereof based upon an eight (8) hour work day) not worked during a given month.

**Responsibilities:** As the only legacy system support programmer, ██████████ is responsible for the following tasks:

- Monitor the daily production schedule for all the mainframe and AS/400 application jobs
- Resolve all abnormal program terminations and maintain the application system availability at 99.9%
- Work with Zurich/Farmers personnel to co-ordinate all application and other software and hardware changes
- Support the development of the disaster recovery facility, specially related to the legacy applications
- Maintain the Censys reinsurance system including the system migrated from the City UK.
- Modify the Censys system with required enhancements from the Reinsurance department
- Develop reports from the legacy systems databases for the business users
- Make program and procedure changes to connect the systems and data between the legacy and the Liquidation specific systems
- Assist in the development of the PRACC and other Reinsurance system initiatives



### THIRD AMENDMENT TO CONSULTING AGREEMENT

This Amendment effective as of July 1, 2014 (the "Amendment") amends the Consulting Agreement dated as of the 20th day of April, 2009 , as amended by the Amendment to Consulting Agreement dated as of September 1, 2009 and the Second Amendment To Consulting Agreement effective as of March 10, 2011 (as amended, the "Consulting Agreement") by and between Roger A. Sevigny, Commissioner, State of New Hampshire Insurance Department or any successor thereto ("Commissioner") solely in his capacity as Liquidator of The Home Insurance Company ("Liquidator"), and Fortira, Inc., f/k/a RIK Technologies, Inc. (the "Consultant").


**WHEREAS**, the Liquidator and the Consultant desire to amend certain provisions contained in the Consulting Agreement effective as of the date of this Amendment;

**NOW THEREFORE**, in consideration of the foregoing and of the respective covenants and agreements of the parties herein contained, the parties hereto agree that the Consulting Agreement shall be amended as follows:

1. **Definitions:** Any term used herein and not otherwise defined in this Amendment, shall have the definition as set forth in the Consulting Agreement.
2. **Amendments:** Section 1 (Services) of the Consulting Agreement is amended by deleting the Exhibit A in the form currently in effect under the terms of the Consulting Agreement, and substituting in lieu thereof a new Exhibit A in the form attached to this Amendment.
3. **Effect of Amendment:** Except as amended hereby, the terms and provisions contained in the Consulting Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, each of the parties hereto have caused this Amendment to the Consulting Agreement to be signed and delivered by its duly authorized representative.

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

By:   
Name: Peter A. Bengelsdorf  
Title: Special Deputy Liquidator

CONSULTANT:  
FORTIRA, INC., f/k/a RIK TECHNOLOGIES, INC.

By:   
Name: Andy Iyengar  
Title: President & CEO

### Third Amendment to Consulting Agreement – Exhibit A

**Consultant: Fortira, Inc., f/k/a RIK Technologies, Inc.**

Consultant shall provide the Services to be performed by the following individuals at the rates as set forth below. The individuals(s) rendering the Services, the nature of the Services themselves and the rate(s) applicable thereto may be changed from time to time pursuant to the written agreement of the parties.

██████████ – Hourly Rate: ██████████

Responsibilities: As a UNIX System Administrator ██████████ is responsible for the implementation and the day-to-day operation of the SUN Unix servers residing in the New York and the Manchester datacenters. He is also responsible for scheduling and monitoring jobs on the SUN servers and in co-ordinating activities with the Zurich Datacenter operators for successfully completing daily production jobs. Specific tasks include:

- Maintain the UNIX system software to the current levels
- Maintain the availability (99.9%), reliability and the system performance of the SUN server environment according to the SLA
- Install all necessary third party software on the SUN servers
- Working with the software vendors resolve all operating system and related program product(s) problems and issues
- Develop nightly production job schedule scripts and monitor their execution daily and during the weekends
- Maintain the Autosys job scheduler
- Maintain both the Voice and the Data networks
- Maintain the Firewall and the intrusion detection and prevention software products
- Develop and execute the backup and recovery procedures
- Develop and maintain effective problem and change management procedures
- Build a disaster recovery SUN server environment in Manchester
- Maintain the FTP site, and manage the UDS data files from the Guaranty Funds
- Gain knowledge to be a backup support person for the database, desktop and the network environments
- Provide day-to-day Help Desk support

**[REDACTED] - Hourly Rate: [REDACTED]**

**Responsibilities:** As a senior application developer, [REDACTED] is responsible for designing, developing and maintaining Liquidation specific applications. He is responsible for the following systems:

- Develop, enhance and maintain the POC system
- Develop, enhance and maintain the NOD system
- Develop, enhance and maintain the Asset Distribution system
- Develop, modify and maintain the UDS interfaces
- Develop the Image file interface to receive the UDS image files
- Eliminate data redundancy by creating interfaces between the system databases
- Ad-hoc programming requirements for the HICIL liquidation efforts
- Resolve all application related problems and issues
- Monitor daily production jobs and resolve any performance or abnormal termination issues
- Maintain the availability, reliability, integrity and performance of all developed applications
- Support the development of the disaster recovery facility, specially related to the developed applications
- Develop and maintain application systems for the Liquidation Clerk
- Integrate the Image files from the Guaranty Funds into the Liquidation systems
- Develop and maintain the Aggregate system
- Develop and maintain the Assignment system
- Maintain/trouble shoot all the in-house developed VB applications (approximately 50 applications)
- Learn the Pyramid system internals
- Support the PRACC system developments, if needed
- Retrofit the POC and NOD systems to support the ACA liquidation efforts

**[REDACTED] - Hourly Rate: [REDACTED]**

**Responsibilities:** As the administrator of the Lotus Notes (Domino) Server, [REDACTED] is responsible for the following tasks:

- Installation, configuration and maintenance of the Domino servers and the Client software
- Day-to-day domino server administration activities
- Maintain the availability, reliability, integrity and the performance of the e-mail environment
- Maintain notes-mail, SMTP, ACLS, Rightfax, Scan mail and iPhones and act as troubleshooter to identify and eliminate related problems.
- Maintain and support the Blade Center servers
- Maintain and support the VM configurations and software
- Develop and maintain applications in Lotus Notes client and Domino
- Develop and enhance HICIL Clerk Website and act as troubleshooter to identify and eliminate related problems
- Provide e-mail support for the remote connections
- Maintain the 'Offsite' tapes logs
- Support the development of the disaster recovery facility, specially related to the developed applications
- Prevent computer virus get into the corporate e-mail system
- Help desk support

**[REDACTED] – Monthly Rate: [REDACTED]**

Consultant shall be paid at the rate of \$ [REDACTED] such monthly fee to be prorated to reflect a reduction for any business day(s) (or parts thereof based upon an eight (8) hour day) not worked during a given month.

**Responsibilities:** As the only legacy system support programmer, [REDACTED] is responsible for the following tasks:

- Support all the Mainframe and AS/400 programs (approximately 3,000 programs in COBOL, IMS, DB/2 and Quick-JOB)
- Monitor the daily production schedule for all the mainframe and AS/400 application jobs
- Resolve all abnormal program terminations and maintain the application system availability at 99.9%
- Work with Zurich/Farmers personnel to co-ordinate all application and other software and hardware changes
- Support the development of the disaster recovery facility, specially related to the legacy applications
- Maintain the Censys reinsurance system including the system migrated from the City UK. Monthly Closings, and generation of reports
- Rewrite the Censys system with required enhancements from the Reinsurance department
- Develop reports from the legacy systems databases for the business users
- Make program and procedure changes to connect the systems and data between the legacy and the Liquidation specific systems
- Perform monthly ACCESS systems maintenance
- Maintain the SST, Folder, PRACC and PCS VB systems

**[REDACTED] Hourly Rate: [REDACTED]**

**Responsibilities:** As a Database Administrator (DBA), [REDACTED] is responsible for creating and maintaining the Oracle, Access and the SQL Databases and the related software for The Home Insurance Company in Liquidation. These tasks include:

- Maintain the database system software to current levels
- Maintain the availability and reliability of all databases (99.9%) and the integrity of the data residing in these databases
- Working with the software vendors resolve all database related problems and issues
- Assist the application developers in designing and creating all new databases
- Writing SQL procedures, triggers and packages to support necessary business functions
- Automate database related job scheduling scripts
- Monitor and tune performance of all production databases
- Development and execution of backup and recovery procedures
- Creation of tables and data views
- Develop management information dashboards and support the data warehouse environment
- Develop and implement disaster recovery procedures for all production databases
- Assist developers and the end users in designing and maintaining the MS/Access database

- **Gain knowledge to be a backup support person for the UNIX, and the application development environments**
- **Install and maintain the Pyramid system software to the current levels**
- **Learn the internal coding of the Pyramid System so that the Home would be self- sufficient to maintain and support the system, in case the vendor, Insurity, decides not to provide the system support. Pyramid system is the critical system that maintains all the loss data for the liquidation processes.**
- **Maintain the General Ledger (Great Plains) system as well as the Budget Systems and the Bank Interfaces.**
- **Support the Financial Department for all their system needs**

## FOURTH AMENDMENT TO CONSULTING AGREEMENT

This Amendment effective as of February 26, 2018 (the "Amendment") amends the Consulting Agreement dated as of the 20th day of April, 2009, as amended by the Amendment to Consulting Agreement dated as of September 1, 2009, the Second Amendment To Consulting Agreement effective as of March 10, 2011, and the Third Amendment To Consulting Agreement effective as of July 1, 2014 (as amended, the "Consulting Agreement") by and between Roger A. Sevigny, Commissioner, State of New Hampshire Insurance Department or any successor thereto ("Commissioner") solely in his capacity as Liquidator of The Home Insurance Company ("Liquidator"), and Fortira, Inc., f/k/a RIK Technologies, Inc. (the "Consultant").

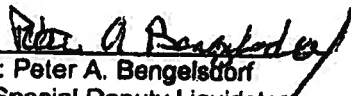
**WHEREAS**, the Liquidator and the Consultant desire to amend certain provisions contained in the Consulting Agreement;

**NOW THEREFORE**, in consideration of the foregoing and of the respective covenants and agreements of the parties herein contained, the parties hereto agree that the Consulting Agreement shall be amended as follows:

- 1. Definitions:** Any term used herein and not otherwise defined in this Amendment, shall have the definition as set forth in the Consulting Agreement.
- 2. Amendments:** Section 1 (Services) of the Consulting Agreement is amended by deleting the Exhibit A in the form currently in effect under the terms of the Consulting Agreement, and substituting in lieu thereof a new Exhibit A in the form attached to this Amendment.
- 3. Effect of Amendment:** Except as amended hereby, the terms and provisions contained in the Consulting Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, each of the parties hereto have caused this Amendment to the Consulting Agreement to be signed and delivered by its duly authorized representative.

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

By:   
Name: Peter A. Bengelsdorf  
Title: Special Deputy Liquidator

CONSULTANT:  
FORTIRA, INC. f/k/a RIK TECHNOLOGIES, INC.

By:   
Name: Andy Iyengar  
Title: President & CEO

**Fourth Amendment to Consulting Agreement – Exhibit A**

**Consultant: Fortira, Inc., f/k/a RIK Technologies, Inc.**

Consultant shall provide the Services to be performed by the following individuals at the rates as set forth below. The individuals(s) rendering the Services, the nature of the Services themselves and the rate(s) applicable thereto may be changed from time to time pursuant to the written agreement of the parties.

**[REDACTED] – Hourly Rate: [REDACTED]**

**Responsibilities:** As a UNIX System Administrator, [REDACTED] is responsible for the implementation and the day-to-day operation of the SUN Unix servers residing in the New York and the Manchester datacenters. He is also responsible for scheduling and monitoring jobs on the SUN servers and in co-ordinating activities with the Zurich Datacenter operators for successfully completing daily production jobs. Specific tasks include:

- Maintain the UNIX system software to the current levels
- Maintain the availability (99.9%), reliability and the system performance of the SUN server environment according to the SLA
- Install all necessary third party software on the SUN servers
- Working with the software vendors resolve all operating system and related program product(s) problems and issues
- Develop nightly production job schedule scripts and monitor their execution daily and during the weekends
- Maintain the Autosys job scheduler
- Maintain both the Voice and the Data networks
- Maintain the Firewall and the intrusion detection and prevention software products
- Develop and execute the backup and recovery procedures
- Develop and maintain effective problem and change management procedures
- Build a disaster recovery SUN server environment in Manchester
- Maintain the FTP site, and manage the UDS data files from the Guaranty Funds
- Gain knowledge to be a backup support person for the database, desktop and the network environments
- Provide day-to-day Help Desk support

**Hourly Rate:**

Responsibilities: As a senior application developer, is responsible for designing, developing and maintaining Liquidation specific applications. He is responsible for the following systems:

- Develop, enhance and maintain the POC system
- Develop, enhance and maintain the NOD system
- Develop, enhance and maintain the Asset Distribution system
- Develop, modify and maintain the UDS interfaces
- Develop the Image file interface to receive the UDS image files
- Eliminate data redundancy by creating interfaces between the system databases
- Ad-hoc programming requirements for the HICIL liquidation efforts
- Resolve all application related problems and issues
- Monitor daily production jobs and resolve any performance or abnormal termination issues
- Maintain the availability, reliability, integrity and performance of all developed applications
- Support the development of the disaster recovery facility, specially related to the developed applications
- Develop and maintain application systems for the Liquidation Clerk
- Integrate the Image files from the Guaranty Funds into the Liquidation systems
- Develop and maintain the Aggregate system
- Develop and maintain the Assignment system
- Maintain/trouble shoot all the in-house developed VB applications (approximately 50 applications)
- Learn the Pyramid system internals
- Support the PRACC system developments, if needed
- Retrofit the POC and NOD systems to support the ACA liquidation efforts

**Hourly Rate:**

Responsibilities: As the administrator of the Lotus Notes (Domino) Server, effective as of December 12, 2016, is responsible for the following tasks:

- Installation, configuration and maintenance of the Domino servers and the Client software
- Day-to-day domino server administration activities
- Maintain the availability, reliability, integrity and the performance of the e-mail environment
- Maintain notes-mail, SMTP, ACLS, Rightfax, Scan mail and iPhones and act as troubleshooter to identify and eliminate related problems.
- Maintain and support the Blade Center servers
- Maintain and support the VM configurations and software
- Develop and maintain applications in Lotus Notes client and Domino
- Develop and enhance HICIL Clerk Website and act as troubleshooter to identify and eliminate related problems
- Provide e-mail support for the remote connections
- Maintain the 'Offsite' tapes logs
- Support the development of the disaster recovery facility, specially related to the developed applications
- Prevent computer virus get into the corporate e-mail system
- Help desk support



**[REDACTED] - Monthly Rate: [REDACTED]**

Consultant shall be paid at the rate of [REDACTED]; such monthly fee to be prorated to reflect a reduction for any business day(s) (or parts thereof based upon an eight (8) hour day) not worked during a given month.

**Responsibilities:** As the only legacy system support programmer, Rao is responsible for the following tasks:

- Support all the Mainframe and AS/400 programs (approximately 3,000 programs in COBOL, IMS, DB/2 and Quick-JOB)
- Monitor the daily production schedule for all the mainframe and AS/400 application jobs
- Resolve all abnormal program terminations and maintain the application system availability at 99.9%
- Work with Zurich/Farmers personnel to co-ordinate all application and other software and hardware changes
- Support the development of the disaster recovery facility, specially related to the legacy applications
- Maintain the Censys reinsurance system including the system migrated from the City UK. Monthly Closings, and generation of reports
- Rewrite the Censys system with required enhancements from the Reinsurance department
- Develop reports from the legacy systems databases for the business users
- Make program and procedure changes to connect the systems and data between the legacy and the Liquidation specific systems
- Perform monthly ACCESS systems maintenance
- Maintain the SST, Folder, PRACC and PCS VB systems

**[REDACTED] and [REDACTED]: Hourly Rate: [REDACTED]**

**Responsibilities:** As the Database Administrators (DBA), [REDACTED] effective through March 9, 2018, and [REDACTED] effective as of February 26, 2018 (and continuing as the replacement for [REDACTED] upon his departure on March 9, 2018), are responsible for creating and maintaining the Oracle, Access and the SQL Databases and the related software for The Home Insurance Company in Liquidation. These tasks include:

- Maintain the database system software to current levels
- Maintain the availability and reliability of all databases (99.9%) and the integrity of the data residing in these databases
- Working with the software vendors resolve all database related problems and issues
- Assist the application developers in designing and creating all new databases
- Writing SQL procedures, triggers and packages to support necessary business functions
- Automate database related job scheduling scripts
- Monitor and tune performance of all production databases
- Development and execution of backup and recovery procedures
- Creation of tables and data views
- Develop management information dashboards and support the data warehouse environment

- **Develop and implement disaster recovery procedures for all production databases**
- **Assist developers and the end users in designing and maintaining the MS/Access database**
- **Gain knowledge to be a backup support person for the UNIX, and the application development environments**
- **Install and maintain the Pyramid system software to the current levels**
- **Learn the internal coding of the Pyramid System so that the Home would be self- sufficient to maintain and support the system, in case the vendor, Insurity, decides not to provide the system support. Pyramid system is the critical system that maintains all the loss data for the liquidation processes.**
- **Maintain the General Ledger (Great Plains) system as well as the Budget Systems and the Bank Interfaces.**
- **Support the Financial Department for all their system needs**