

**THE STATE OF NEW HAMPSHIRE**

**MERRIMACK, SS**

**SUPERIOR COURT**

**Docket No. 03-E-0106**

**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 PENNZOIL**

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 Pennzoil. 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 Pennzoil-Quaker State Company, as successor in interest to Pennzoil Company (“Pennzoil Co.”) and Quaker State Corporation (“Quaker State”) (collectively, “Pennzoil”) 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 one insurance policy to Pennzoil Co. for the policy period between December 2, 1965 and November 1, 1968, and two insurance policies to Quaker State for the policy periods between April 1, 1983 and April 1, 1985. Upon Home’s placement in liquidation,

Pennzoil filed a proof of claim in the Home liquidation regarding claims under the policies, including but not limited to claims for coverage for environmental clean up costs and damages and asbestos bodily injury.

4. Home also issued workers compensation insurance policies to Pennzoil Co. and Quaker State and various retrospectively rated insurance policies to Quaker State which are listed on Exhibit A to the Settlement Agreement. These policies and related proofs of claim are excluded from the Settlement Agreement and are not referred to below.

5. The Liquidator and Pennzoil have negotiated a Settlement Agreement reflecting a resolution of the proofs of claim and all matters 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 proofs of claim in the aggregate amount of \$5,250,000 as a Class II priority claim of Pennzoil 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 Pennzoil 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 proofs of claim and all claims under the policies. See Settlement Agreement ¶¶ 2(B), 5. To that end, the Settlement Agreement provides for mutual releases of all claims between Home and Pennzoil arising from or related to the proofs of claim or the policies (excluding possible claims of Devon Energy Corporation under the policies). Id. ¶¶ 3, 4. The Liquidator also agrees not to pursue claims

respecting the underlying matters covered by the proofs of claim against other insurers of Pennzoil that agree not to pursue such claims against Home. Id. ¶ 6.

8. The Liquidator is not aware of any third party claimants asserting claims under the settled policies. However, in resolving all matters 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 Pennzoil. Accordingly, Pennzoil acknowledges in the Settlement Agreement that it is intended to resolve all matters between Pennzoil and the Liquidator/Home relating to the proofs of claim and the policies, including asserted rights of third party claimants. Settlement Agreement ¶ 5. Pennzoil agrees to address, at its sole cost, the claims of claimants asserting claims against Pennzoil as if Pennzoil had no insurance coverage from Home under the policies. Id. Pennzoil agrees to indemnify the Liquidator and Home against claims (other than claims brought by Devon Energy Corporation) arising from the policies up to the amounts actually distributed to Pennzoil. Id.


9. The denial of any third party claimants' proofs of claim without prejudice to their claims against Pennzoil will not harm the third party claimants, who will continue to have their full claims against Pennzoil. As noted above, Pennzoil 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 this agreement, would release Pennzoil from those claims up to the limits of the policies but only entitle the third party claimants (assuming their claims are allowed) to a presently undetermined percentage distribution at the future date when a distribution is made. It is not expected that the allowed claims of any third party claimants (or other Class II creditors) will be paid in full. Under the

Settlement Agreement, Pennzoil will continue to be fully responsible for any third party claimants' claims against it. See Settlement Agreement ¶ 5.

10. 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 my supervision, which has extensive experience in assessing the exposure presented by environmental clean up costs and damages, asbestos bodily injury, and other 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 Pennzoil. The Liquidator accordingly recommends approval of the Settlement Agreement and allowance of the \$5,250,000 settlement amount as a Class II claim of Pennzoil in accordance with RSA 402-C:45 and RSA 402-C:44.

11. 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 8<sup>TH</sup> day of September, 2010.

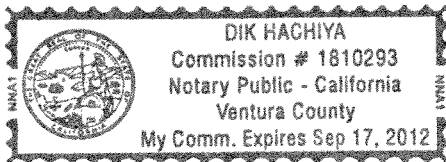
  
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Peter A. Bengelsdorf  
Special Deputy Liquidator of The Home Insurance  
Company

STATE OF CALIFORNIA  
COUNTY OF VENTURA

On September 8, 2010 before me, DIK HACHIYA, 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 *Dik Hachiya*  
Signature of Notary Public