

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

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 Honeywell. 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 Honeywell International Inc., its predecessors, successors, subsidiaries and affiliates (including but not limited to Allied Corporation, Allied Chemical Corporation, The Bendix Corporation, Eltra Corporation, Midland-Ross Corporation, The Signal Companies, individually and collectively hereinafter referred to as "Honeywell") 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 thirty-six (36) insurance policies to Honeywell for certain policy periods between February 15, 1968 and March 1, 1985. Upon Home's placement in liquidation, Honeywell filed thirty-six (36) proofs of claim in the Home liquidation regarding claims under the policies, including but not limited to claims for coverage for asbestos bodily injury.

4. The Liquidator and Honeywell have negotiated a Settlement Agreement reflecting a resolution of the proofs of claim and all matters between them under the policies. The Settlement Agreement is subject to approval by the Court. Settlement Agreement ¶ 1.

5. The Settlement Agreement provides that the Liquidator will recommend allowance of the proofs of claim in the aggregate amount of \$75,500,000 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 proofs of claim and all claims Honeywell 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).

6. 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 Honeywell arising from or related to the proofs of claim or the policies. *Id.* ¶¶ 3, 4.

7. Except for one claim identified in the Settlement Agreement, the Liquidator is not aware of any third party claimants asserting claims under the policies. See Settlement Agreement ¶ 10 (noting one third party claim and one contribution claim). This third party claim was not within the Honeywell proof of claim, was not considered in the settlement and will not be affected by the settlement. See *id.* ¶ 5. However, in resolving all matters relating to the

proofs of claim and the policies, the Settlement Agreement contemplates denial of any other third party claimants' claims under the policies in the Home liquidation without prejudice to their claims against Honeywell. Accordingly, Honeywell acknowledges in the Settlement Agreement that it is intended to resolve all matters between Honeywell and the Liquidator/Home relating to the proofs of claim and the policies, including asserted rights of third party claimants.

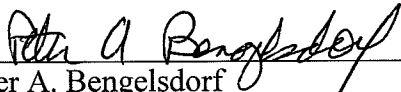
Settlement Agreement ¶ 5. Honeywell agrees to address, at its sole cost, the claims of claimants asserting claims against Honeywell as if Honeywell had no insurance coverage from Home under the policies. Id. Honeywell agrees to indemnify the Liquidator and Home against claims arising from the policies up to the amounts actually distributed to Honeywell, except with respect to the identified third party claim, which concerns a recently filed action regarding alleged environmental contamination. Id.; see id. ¶ 10.

8. The denial of any future third party claimants' proofs of claim without prejudice to their claims against Honeywell will not harm the third party claimants, who will continue to have their full claims against Honeywell. As noted above, Honeywell 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 Honeywell 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, Honeywell will continue to be fully responsible for any third party claimants' claims against it. See Settlement Agreement ¶ 5.

9. The Settlement Agreement reflects a compromise of the claims asserted in the proofs of claim. It is the result of negotiations involving Home's Claims Department, under my supervision, which has extensive experience in assessing the exposure presented by asbestos bodily injury 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 Honeywell. The Liquidator accordingly recommends approval of the Settlement Agreement and allowance of the \$75,500,000 settlement amount as a Class II claim in accordance with RSA 402-C:45 and RSA 402-C:44.

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

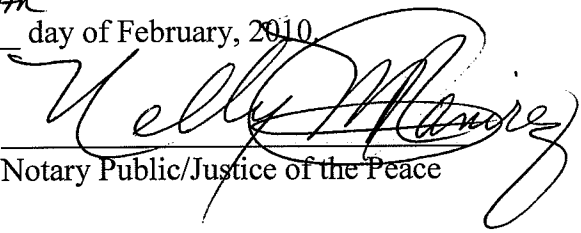
Signed under the penalties of perjury this 4th day of February, 2010.



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

STATE OF NEW YORK
COUNTY OF NEW YORK

Subscribed and sworn to, before me, this 4th day of February, 2010.



Notary Public/Justice of the Peace

NELLYM GOMEZ-RAMIREZ
Notary Public, State of New York
No. 0160-5005271
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires December 7, 2010