

**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**

**LIQUIDATOR'S MOTION FOR APPROVAL OF  
SETTLEMENT AGREEMENT WITH SANOFI-AVENTIS**

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 sanofi-aventis ("sanofi-aventis"), on its own behalf and on behalf of its predecessors and predecessors-in-interest, Aventis Inc. ("Aventis"), Rhone-Poulenc Rorer Inc. ("RPR"), Rorer Group Inc. ("Rorer"), and sanofi-aventis's indirect subsidiary, Armour Pharmaceutical Company ("Armour"), and Revlon Holdings LLC, the successor-in-interest to Revlon, Inc. ("Revlon") (collectively, "Claimants") and the Liquidator. As reasons therefor, the Liquidator states as follows:

1. Home's predecessors Home Indemnity Company and City Insurance Company (both of which merged into Home) issued six insurance policies to Rorer or Revlon through which Armour is also insured for various policy periods between January 1, 1978 and December 31, 1986. Upon Home's placement in liquidation, Claimants filed six proofs of claim in the Home liquidation regarding claims under policies, including but not limited to claims under an agreement between Home and RPR that became effective in September 1994 (the "9/94 Agreement"), the Settlement Agreement Relating to the Investigation, Defense and Indemnification of AIDS-Related Claims Against Armour Pharmaceutical Company between RPR, Armour, Revlon and certain insurers including City (the 1995 Agreement") and claims for

AIDS-related and hepatitis C-related bodily injury. Settlement Agreement, first and third Whereas clause. Affidavit of Peter A. Bengelsdorf, Special Deputy Liquidator, in Support of Motion for Approval of Settlement Agreement with Sanofi-Aventis (“Bengelsdorf Aff.”) ¶ 3.

2. The Liquidator and Claimants have negotiated a Settlement Agreement reflecting a resolution of the proofs of claim and all matters under the policies, the 9/94 Agreement and the 1995 Agreement. A copy of the Settlement Agreement is attached as Exhibit A hereto. The Settlement Agreement is subject to approval by the Court. Settlement Agreement ¶ 1. Bengelsdorf Aff. ¶ 4.

3. The Settlement Agreement provides that the Liquidator will recommend allowance of the proofs of claim in the aggregate amount of \$8,250,000 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 Claimants have under the policies, the 9/94 Agreement and the 1995 Agreement. *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). Bengelsdorf Aff. ¶ 5.

4. The Settlement Agreement is intended to resolve the proofs of claim and all claims under the policies, the 9/94 Agreement and the 1995 Agreement. See Settlement Agreement fourth Whereas clause, ¶¶ 2, 5. To that end, the Settlement Agreement provides for mutual releases of all claims among the Liquidator, Home and Claimants arising from or related to the proofs of claim or the policies or the 9/94 Agreement or the 1995 Agreement. *Id.* ¶¶ 3, 4. The Liquidator also agrees to waive claims respecting the underlying matters covered by the proofs of claim against other insurers of Claimants that agree in a settlement with Claimants to waive such claims against Home. *Id.* ¶ 6.

5. The Liquidator is not aware of any third party claimants asserting claims under the policies. However, in resolving all matters relating to the proofs of claim, the policies and the 9/94 Agreement and the 1995 Agreement, the Settlement Agreement contemplates denial of any third party claimants' claims under the policies, the 9/94 Agreement or the 1995 Agreement in the Home liquidation without prejudice to their claims against Claimants. Accordingly, Claimants acknowledge in the Settlement Agreement that it is intended to resolve all matters between Claimants and the Liquidator/Home relating to the proofs of claim, the policies, the 9/94 Agreement and the 1995 Agreement including asserted rights of third party claimants. Settlement Agreement ¶ 5. Sanofi-aventis, on its own behalf and on behalf of the other Claimants agrees to address, at its sole cost, the claims of persons asserting claims against Claimants as if Claimants had no insurance coverage from Home under the policies. *Id.* Sanofi-aventis agrees to indemnify the Liquidator and Home against claims arising from the policies, the 9/94 Agreement or the 1995 Agreement up to the amounts ultimately distributed in relation to the amounts allowed under the Settlement Agreement. *Id.* Bengelsdorf Aff. ¶ 7.

6. The denial of any third party claimants' proofs of claim without prejudice to their claims against Claimants will not harm the third party claimants, who will continue to have their full claims against Claimants. As noted above, Sanofi-aventis has agreed to address these claims as if Claimants 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 Claimants from those claims up to the limits of the policies but only entitle the third party claimants (assuming their claims were allowed) to a presently undetermined percentage distribution at the future date when a 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) will be

paid in full. Under the Settlement Agreement, Claimants will continue to be fully responsible for any third party claimants' claims against them. See Settlement Agreement ¶ 5. Bengelsdorf Aff. ¶ 8.

7. 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 of this nature 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 Claimants. The Liquidator accordingly recommends approval of the Settlement Agreement and allowance of the \$8,250,000 settlement amount as a Class II claim in accordance with RSA 402-C:45 and RSA 402-C:44. Bengelsdorf Aff. ¶ 9.

8. The Court has previously approved similar settlement agreements. See, e.g., Order Approving Settlement Agreement with Wisconsin Energy (March 18, 2010); Order Approving Settlement Agreement with Straits Steel (May 3, 2009); Order Approving Settlement Agreement with Georgia-Pacific (April 3, 2008); 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.

9. 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 sanofi-aventis.

10. 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. ¶ 10.

WHEREFORE, the Liquidator respectfully requests that this Court:

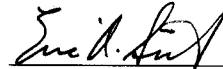
- A. Grant this Motion;
- B. Enter an Order in the form submitted herewith approving the Settlement Agreement, approving the Liquidator's claim recommendation, and allowing Claimants' claim as a Class II claim in the aggregate amount of \$8,250,000; and
- C. Grant such other and further relief as justice 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,  
MICHAEL A. DELANEY  
ATTORNEY GENERAL

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September 13, 2011

**Certificate of Service**

I hereby certify that a copy of the foregoing Liquidator's Motion for Approval of Settlement Agreement with Sanofi-Aventis, the Affidavit of Peter A. Bengelsdorf, and the Proposed Order, were sent, this 13th day of September, 2011, 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. 03-E-0106

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**SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

This Settlement Agreement and Mutual Release (the "Settlement Agreement") is made this 7<sup>th</sup> day of September, 2011 by and between sanofi-aventis ("sanofi-aventis"), on its own behalf and on behalf of its predecessors and predecessors-in-interest, Aventis Inc. ("Aventis"), Rhône-Poulenc Rorer Inc. ("RPR"), Rorer Group Inc. ("Rorer"), and sanofi-aventis's indirect subsidiary, Armour Pharmaceutical Company ("Armour"), and Revlon Holdings LLC, the successor-in-interest to Revlon, Inc. ("Revlon") (collectively, "Claimants"), on the one hand, and Roger A. Sevigny, Commissioner of Insurance of the State of New Hampshire, solely in his capacity as Liquidator ("Liquidator") of the Home Insurance Company ("Home"), on the other hand (the Claimants and the Liquidator are hereinafter referred to collectively as the "Parties").

**WHEREAS**, Home Indemnity Company (which later merged into Home) issued the following insurance policy to Rorer through which Armour is also insured:

<u>Policy Number</u>	<u>Policy Period</u>
GL 0994502	12/31/85-12/31/86

and City Insurance Company ("City") (which later merged into Home) issued the following insurance policies to Revlon, through which Armour is also insured:

<u>Policy Number</u>	<u>Policy Period</u>
GL 0994541	12/31/85- 12/31/86
HEC 9693737	1/1/78 – 1/1/79
HEC 9693738	1/1/78 – 1/1/79
HEC 9825757	1/1/79 – 1/1/80
HEC 9825759	1/1/79 – 1/1/80

The above policies together with all other insurance policies that Home (including City) may have issued to Claimants are hereinafter defined collectively as the "Policies";

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

**WHEREAS**, Claimants seek payment from Home respecting claims, including but not limited to claims under an agreement between Home and RPR that became effective in September 1994 (the "9/94 Agreement"), the Settlement Agreement Relating to the Investigation, Defense and Indemnification of AIDS-Related Claims Against Armour Pharmaceutical Company between RPR, Armour and Revlon, on one hand, and certain insurers, including City, on the other hand, that became effective in 1995 (the "1995 Agreement"), and claims for AIDS-related and hepatitis C-related bodily injury. Claimants have submitted proofs of claim in the Home liquidation estate that have been assigned the following proof of claim numbers:

INSU274612  
INSU704054  
INSU704055  
INSU704056  
INSU704057  
INSU704058

which, together with any other proof of claim hereinbefore or hereinafter filed by Claimants in the Home liquidation estate are hereinafter defined collectively as the "Proofs of Claim";

**WHEREAS**, the Parties are desirous of resolving all claims that were asserted, or could have been or could be asserted, between the Claimants, on the one hand, and Home and the Liquidator, on the other hand, and resolving all matters concerning the Proofs of Claim and all rights and obligations with respect to the Policies, the 9/94 Agreement and the 1995 Agreement; 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 estate 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 at his expense for approval of this Settlement Agreement promptly following execution by all Parties.

2. Recommendation, Allowance, and Classification of Claims

A. Subject to all the terms of this Settlement Agreement, and with the agreement of Claimants, which by Claimants' 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 \$8,250,000 (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 Claimants have under the Policies and/or the 9/94 Agreement and/or the 1995 Agreement. 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 the *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.

C. If and when the Liquidation Court allows the Recommended Amount as a Class II claim, Claimants will become Class II creditors in the Home liquidation estate pursuant to N.H. RSA 402-C:44, and Claimants 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.

3. Release by Claimants. Subject to the terms of this Settlement Agreement and the Liquidation Court's approval of the Recommended Amount as a Class II claim, Claimants for themselves and on behalf of their officers, directors, employees, agents, attorneys, subsidiaries, affiliates, predecessors, and their successors and assigns, irrevocably and unconditionally release and discharge 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, the Policies, the 9/94 Agreement or the 1995 Agreement, in law, admiralty or equity, which Claimants, their subsidiaries, affiliates, predecessors, successors, and assigns, ever had, now have, 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 or the 9/94 Agreement or the 1995 Agreement.

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 Claimants and their 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, the Policies, the 9/94 Agreement or the 1995 Agreement, in law, admiralty or equity, which the Liquidator, Home, or their subsidiaries, affiliates, predecessors, successors, and assigns, ever had, now have or hereafter may have against



Claimants or their 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 or the 9/94 Agreement or the 1995 Agreement.

5. Resolution of Matters and Indemnification.

a. Claimants acknowledge that this Settlement Agreement is intended to resolve all matters arising out of or relating to any rights they ever had, now have or hereafter may have in the Policies and the Proof of Claim and the 9/94 Agreement and the 1995 Agreement, including any asserted rights of any other person or entity against Claimants under the Policies or the 9/94 Agreement or the 1995 Agreement, and sanofi-aventis, on its own behalf and/or on behalf of all other Claimants, agrees to address, at its sole cost and expense, any such claims of other persons or entities against one or more of the Claimants as if there had been no liquidation proceeding for Home and as if Claimants 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, sanofi-aventis, on its own behalf and/or on behalf of all other Claimants, 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 Policies and/or the 9/94 Agreement and/or the 1995 Agreement, but such indemnification shall be capped at the amount ultimately distributed in relation to the Recommended Amount as allowed by the Liquidation Court. The future obligations of sanofi-aventis, on its own behalf and/or on behalf of all other Claimants, under this paragraph shall extend to and include (by way of example and not limitation) any claims,

including claims for defense and indemnity, made under the Policies against the Liquidator or Home by vendors of or respecting Claimants, by other insurers of Claimants, and by any individuals or entities asserting "direct action" claims arising out of or related to the Policies (hereinafter "Indemnified Claims"). Under no circumstances shall any obligation imposed by this paragraph apply to Revlon. All obligations that would otherwise apply to Revlon shall be borne by sanofi-aventis.

b. The Liquidator shall promptly notify Claimants of any claim to which paragraph 5.a. applies, and shall afford Claimants 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 and, at Claimants' request, to Claimants, including defenses under the Order of Liquidation or the New Hampshire Insurers Rehabilitation and Liquidation Act. Claimants 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. Claimants agree 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 these matters. The Liquidator agrees to waive, relinquish and release any claim, including contribution, apportionment, indemnification, subrogation, equitable subrogation, allocation, or recoupment, as to the matters covered by the Proofs of Claim

against any other insurance company which executes a settlement with Claimants that includes a provision that is materially the same as this paragraph.

7. No Assignments. Except for certain agreements between Rorer and/or RPR, on the one hand, and Revlon, on the other hand, regarding the insurance policies that City issued to Revlon, Claimants warrant and agree that they have not assigned, conveyed, or otherwise transferred any claims, demands, causes of action, rights, or obligations related in any way to the Policies, the 9/94 Agreement or the 1995 Agreement, or any proceeds thereof, or to the claims, losses and expenses released herein, to any person or entity. Claimants 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 Proof of Claim, the Policies, the 9/94 Agreement, the 1995 Agreement 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 Claimants 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 Parties 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 on behalf of its predecessors, predecessors-in-interest and direct and indirect

subsidiaries, if any; and that no claims being released under the terms of this Settlement Agreement have been assigned, sold, or otherwise transferred to any other entity. Further, sanofi-aventis warrants that it has full power and authority to execute, deliver and perform this Settlement Agreement for and on behalf of Rorer, RPR, Aventis and Armour.

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, affiliates, attorneys, liquidators, receivers, administrators, agents, representatives, 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 facsimile and first class U.S. mail directed to:

If to sanofi-aventis, to:

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41 University Drive  
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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 as of the date below the signatures of their duly authorized representatives.

**SANOFI-AVENTIS, on its own behalf and on behalf of Rorer Group Inc., Rhône-Poulenc Rorer Inc., Aventis Inc., and Armour Pharmaceutical Company**

By: 

Name: Jason Steinhardt

Title: Associate GC

Date: September 7, 2011

**REYDON HOLDINGS LLC**

By: 

Name: John A. Winke

Title: Vice President

Date: September 1, 2011

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

By: 

Name: Thomas W. Kober

Title: Chief Claims Officer

Date: September 1, 2011