

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 ALTON STEEL**

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 Alton Steel. 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 Alton Steel, Inc. (“Alton Steel”), Individually and as Assignee of and/or F/B/O Laclede Steel Company (“Laclede”), 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 three insurance policies to Laclede for various policy periods between July 5, 1970 and July 5, 1976. Settlement Agreement, first Whereas clause. Pursuant to a 2003 agreement between Alton Steel and Laclede, Alton Steel was assigned all of Laclede’s

rights to recovery with respect to certain environmental claims, fourth Whereas clause. Upon Home's placement in liquidation, Laclede c/o Alton Steel filed two proofs of claim in the Home liquidation regarding claims under the policies. Settlement Agreement, third Whereas clause.

4. The Liquidator and Alton Steel 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.

5. The Settlement Agreement provides that the Liquidator will recommend allowance of the proofs of claim with respect to the settled claims in the aggregate amount of \$3,450,000 as a Class II priority claim of Alton Steel 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 Alton Steel 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 among the Liquidator, Home and Alton Steel arising from or related to the proofs of claim or the policies. *Id.* ¶¶ 3, 4. The Liquidator also agrees not to pursue claims respecting the underlying matters covered by the proof of claim against other insurers of Alton Steel that agree not to pursue such claims against Home. *Id.* ¶ 6.

7. The Liquidator is not aware of any third party claimants who have asserted claims under the 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 Alton Steel

or Laclede. Accordingly, Alton Steel acknowledges in the Settlement Agreement that it is intended to resolve all matters between Alton Steel and the Liquidator/Home relating to the proofs of claim and the policies, including asserted rights of third party claimants. Settlement Agreement ¶ 5. Alton Steel agrees to address, at its sole cost, the claims of claimants asserting claims against Alton Steel or Laclede as if Alton Steel or Laclede had no insurance coverage from Home under the policies. Id. Alton Steel agrees to indemnify the Liquidator and Home against claims (other than claims for defense costs) arising from the policies up to the total aggregate amount distributed or distributable to Alton Steel. Id.

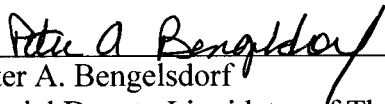
8. The denial of any third party claimants' proofs of claim without prejudice to their claims against Alton Steel will not harm the third party claimants, who will continue to have their claims against Alton Steel. As noted above, Alton Steel has agreed to address these claims as if it had no insurance 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 Alton Steel 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. 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, Alton Steel will continue to be 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 the Claims Department, under my supervision, which has extensive experience in assessing environmental exposures presented 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 Alton Steel. The Liquidator accordingly recommends approval of the Settlement Agreement and allowance of the \$3,450,000 settlement amount as a Class II claim of Alton Steel 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.

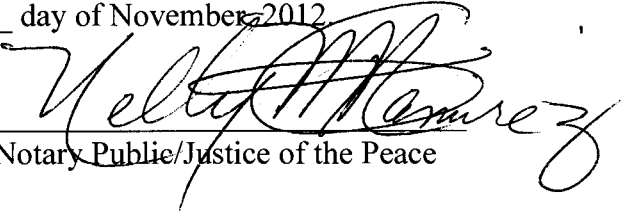
Signed under the penalties of perjury this 14 day of November, 2012.



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 14th day of November, 2012.



Notary Public/Justice of the Peace

Nelly M. Gomez-Ramirez
Notary Public State of New York
No. 01GO5005271
Qualified in Bronx County
Commission Expires 2/1/2015