

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 GUARANTY FUNDS**

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 ("Settlement Agreement") between 56 state property and casualty insurance guaranty associations or funds who have signed the Settlement Agreement (the "Guaranty Funds") and the Liquidator. As reasons therefor, the Liquidator states as follows:

1. The Settlement Agreement between the Liquidator and the 56 Guaranty Funds was negotiated under the supervision of the Special Deputy Liquidator. A copy of the Settlement Agreement is attached hereto as Exhibit 1. The Settlement Agreement is subject to approval by the Court. Settlement Agreement ¶ 1(b). Affidavit of Peter A. Bengelsdorf, Special Deputy Liquidator, in Support of Motion for Approval of Settlement Agreement with Guaranty Funds ("Bengelsdorf Aff.") ¶ 1.

2. Upon entry of Home's Order of Liquidation on June 13, 2003, the insurance guaranty funds in the states and territories of the United States became obligated in accordance with their founding statutes to pay covered claims as well as the legal fees and other expenses of defending insureds pursuant to policies of insurance issued by Home. See, e.g., RSA 404-B:8, I(a) and (b). Bengelsdorf Aff. ¶ 2.

3. Guaranty funds have filed proofs of claim in the Home liquidation, and they have asserted (and will continue to assert) claims for reimbursement of defense expenses through various Uniform Data Standard feeds and reports and Financial Information Questionnaire submissions to the Liquidator. The Liquidator has accordingly issued notices of determination allowing claims for defense expenses in certain amounts. The Liquidator has assigned the allowed defense expense amounts to Class II “policy related” priority under RSA 402-C:44 as claims “arising from and within the coverage of” insurance policies issued by Home within RSA 402-C:44, II. Bengelsdorf Aff. ¶ 3.

4. Over time, an increasing number of guaranty funds have filed requests for review of the priority assigned to defense expenses by the Liquidator in the notices of determination. The guaranty funds filing the requests for review have contended that defense expenses should properly be assigned to Class I “administration cost” priority under RSA 402-C:44 as expenses “in handling claims” within RSA 404-B:11, II. Bengelsdorf Aff. ¶ 4.

5. The Liquidator and certain guaranty fund representatives discussed their differing positions and the process of litigating the issues before the Referee, the Superior Court, and the New Hampshire Supreme Court. After extensive discussions, the Liquidator and the representatives negotiated the Settlement Agreement. In order to provide for a comprehensive resolution and equivalent treatment of guaranty funds going forward, the Settlement Agreement required that at least 55 of the 56 property and casualty insurance guaranty associations or funds listed on Exhibit A to the Settlement Agreement sign by June 30, 2013. Settlement Agreement ¶ 1(a).¹ As all 56 of the listed guaranty funds signed the Settlement Agreement in the time allowed, the Liquidator moves for approval of the Settlement Agreement. Bengelsdorf Aff. ¶ 5.

¹ Exhibit A does not include the Puerto Rico and North Dakota guaranty funds. Neither of those funds has submitted claims in the Home liquidation.

6. In sum, the Settlement Agreement provides that 10% of the allowed amount of pending and future Guaranty Fund claims for defense expenses will be assigned to Class I and 90% will be assigned to Class II. Previously determined Guaranty Fund claims for defense expenses which have been allowed by the Court or for which the time to object had passed are not reopened and remain as finally determined Class II claims. Bengelsdorf Aff. ¶ 6.

7. More specifically, the Settlement Agreement provides that where a Guaranty Fund has submitted a claim for defense expenses and the Liquidator has not yet issued a notice of determination, or where the Liquidator had issued a notice of determination (or a notice of redetermination) but the objection period had not run by March 8, 2013, or where the Guaranty Fund had filed a timely request for review, then 10% of the allowed defense expense will be assigned to Class I priority and 90% of the allowed defense expense will be assigned to Class II priority. Settlement Agreement ¶ 2(a). The total amount of such pending Guaranty Fund claims for defense expenses addressed by the Liquidator as of March 8, 2013 was approximately \$25.6 million, of which \$2.56 million will be Class I and \$23.04 million Class II under the settlement. The Settlement Agreement then provides that all future allowed Guaranty Fund claims for defense expenses will be allocated in the same 10% Class I and 90% Class II proportion. Settlement Agreement Id. ¶ 2(b). The Settlement Agreement finally provides that Guaranty Fund claims for defense expenses that had been determined by a notice of determination or notice of redetermination as to which the period for objection had run as of March 8, 2013 are final and are not affected by the Settlement Agreement. Settlement Agreement ¶ 2(c). The total allowed amount of such final Guaranty Fund claims for defense expenses as of March 8, 2013 was approximately \$13.4 million. Bengelsdorf Aff. ¶ 7.

8. The Settlement Agreement reflects a compromise of disputed positions regarding the proper priority of defense expenses. Litigation over this issue could be factually complex, as

it might involve consideration of the proper classification and treatment of numerous specific amounts and various categories of expenses in the Uniform Data System; it would also likely extend through appeal to the New Hampshire Supreme Court. Litigation also presents risk to Class II claimants of Home other than the Guaranty Funds. As noted above, the Guaranty Funds' pending defense expense claims total approximately \$25.6 million. If the Guaranty Funds' position were to prevail, those amounts – and all future allowed defense expense amounts – would be assigned to Class I and paid in full. This would reduce the assets available to distribute to Class II claimants, who will only receive a percentage distribution on their allowed claims. Under the Settlement Agreement, only 10% of such amounts will be assigned to Class I. Bengelsdorf Aff. ¶ 8.

9. The Liquidator believes that the 10% Class I and 90% Class II settlement allocation of the Guaranty Funds' defense expenses is a fair and reasonable compromise that appropriately reflects the uncertainty and expense of litigation and benefits Class II claimants by avoiding risk that the Guaranty Funds' allowed defense expense amounts would be paid in full as Class I and reduce the assets available for distribution to Class II claimants. See Bengelsdorf Aff. ¶ 9.

10. The Liquidator's negotiation and the Court's approval of the Settlement Agreement is consistent with the purpose of the liquidation statute to protect insureds, creditors and the public generally by, among other things, efficiency and economy of liquidation, RSA 402-C:a, IV(c), the 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. The dispute here is not just a question of where a particular claim fits in the legislatively-established priorities of RSA 402-C:44 but of how the priorities in that section interact with the particular priority protections specifically accorded to guaranty funds by the Legislature in RSA 404-B:11 as applied to numerous discrete expense amounts submitted by the Guaranty Funds. Where, as here, the dispute can be resolved in a favorable way that significantly reduces the potential loss to the policy level creditors of Home posed by an adverse outcome, the Liquidator believes that it is appropriate to settle the matter, subject to the Court’s approval. See Bengelsdorf Aff. ¶ 9.

11. For these reasons, 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; and
- C. Grant such other and further relief as justice may require.

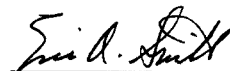
Respectfully submitted,

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

By his attorneys,

JOSEPH A. FOSTER
ATTORNEY GENERAL

J. Christopher Marshall
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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
Eric A. Smith
NH Bar ID No. 16952
Rackemann, Sawyer & Brewster P.C.
160 Federal Street
Boston, MA 02110
(617) 542-2300

June 17, 2013

Certificate of Service

I hereby certify that a copy of the foregoing Liquidator's Motion for Approval of Settlement Agreement with Guaranty Funds, the Affidavit of Peter A. Bengelsdorf, and the Proposed Order, were sent, this 17th day of June, 2013, by first class mail, postage prepaid to all persons on the attached service list.



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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Concord, New Hampshire 03302-1500

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into as of March 8, 2013, by and between Roger A. Sevigny, Insurance Commissioner of the State of New Hampshire, as Liquidator (“Liquidator”) of The Home Insurance Company (“Home”), and each of the guaranty associations and guaranty funds who are signatories hereto (the “Guaranty Funds”) (the Liquidator and the Guaranty Funds are referred to collectively as the “Parties”).

WHEREAS, the Superior Court for Merrimack County, New Hampshire (“Court”), entered an Order of Liquidation regarding Home dated June 13, 2003 (the “Liquidation Order”), which appointed the Insurance Commissioner of the State of New Hampshire and her successors in office as Liquidator of Home;

WHEREAS, upon entry of the Liquidation Order the Guaranty Funds became potentially obligated to pay covered claims under certain policies of insurance issued by Home in accordance with the statutes governing the various Guaranty Funds (the “Guaranty Fund Statutes”);

WHEREAS, the Guaranty Funds have paid and expect to pay certain legal fees and other expenses in providing a defense to insureds (“Defense Expenses”) under policies of insurance issued by Home in accordance with the Guaranty Fund Statutes;

WHEREAS, the Guaranty Funds have asserted claims for reimbursement of Defense Expenses in the Home liquidation, and the Liquidator has issued Notices of Determination allowing those claims in certain amounts and assigning them to Class II policy related claim priority under RSA 402-C:44;

WHEREAS, certain Guaranty Funds have filed Requests for Review of the priority assigned to Defense Expenses by the Liquidator and contended that Defense Expenses are

properly assigned to Class I administration cost priority under RSA 402-C:44 as expenses in handling claims within RSA 404-B:11, II; and

WHEREAS, the Liquidator and the Guaranty Funds desire to resolve the issues between them to avoid the expense and uncertainty of litigation over the priority of Defense Expenses and provide for equivalent treatment of Guaranty Funds going forward.

NOW THEREFORE, in consideration of the mutual agreements contained herein and intending to be legally bound hereby, the Parties agree as follows:

1. Effective Date. This Settlement Agreement shall become effective on the date (the "Effective Date") when both of the following conditions are satisfied: (a) the Settlement Agreement has been executed by the Liquidator and by all fifty-six (56) of the property and casualty guaranty associations and guaranty funds listed on Exhibit A except for the Arizona Property and Casualty Insurance Guaranty Association; and (b) the Settlement Agreement has been approved by a final order of the Court. The Liquidator shall move for approval of this Settlement Agreement by the Court promptly upon satisfaction of condition (a) above. If condition (a) is not satisfied on or before June 30, 2013, this Settlement Agreement shall be null and void.

2. Resolution of Priority for Defense Expenses. The Liquidator shall address the priority of Guaranty Fund submissions with respect to Defense Expenses as follows:

a. The Guaranty Funds have pending claims for Defense Expenses consisting of (i) submissions by the Guaranty Funds as to which the Liquidator has not issued a Notice of Determination; (ii) submissions by the Guaranty Funds as to which the Liquidator has issued a Notice of Determination or a Notice of Redetermination but the sixty (60) day period for Objection had not run as of March 8, 2013; and (iii) submissions by the Guaranty Funds as to

which the Liquidator has issued a Notice of Determination and the Guaranty Fund has filed a timely Request for Review. With respect to such pending submissions, the Liquidator shall assign ten (10) percent of the allowed Defense Expense amount to Class I priority, and ninety (90) percent of the allowed Defense Expense amount to Class II priority.

b. The Guaranty Funds may submit claims for Defense Expenses in the future. With respect to such future submissions, the Liquidator shall assign ten (10) percent of the allowed Defense Expense amount to Class I priority, and ninety (90) percent of the allowed Defense Expense amount to Class II priority.

c. The Guaranty Funds' claims for Defense Expenses that have been finally determined by a Notice of Determination or Notice of Redetermination as to which the sixty (60) day period for Objection had run before March 8, 2013 without a Request for Review or Objection being filed are final and shall not be affected by this Settlement Agreement.

3. Submissions of claims for Defense Expenses. Whenever a Guaranty Fund submits claims to the Liquidator that includes claims for Defense Expenses, by Uniform Data Standard ("UDS") C feed, Financial Information Questionnaire ("FIQ") or UDS D report, or otherwise, the Guaranty Fund shall identify the claimed Defense Expense amounts as such and shall provide any additional information the Liquidator reasonably determines is necessary to identify and substantiate the Defense Expenses.

4. Integration. This Settlement Agreement sets forth the entire agreement between the Parties with respect to the priority of Defense Expenses, and may be amended only by a written instrument signed by the Parties hereto unless an amendment only affects one or more Guaranty Funds, in which case only the Liquidator and the affected Guaranty Fund(s) need sign. This Settlement Agreement supersedes any and all oral or written statements or agreements

between the Parties with respect to the priority of Defense Expenses. This Settlement Agreement represents a compromise of disputed positions and shall not be used or construed as an admission by any Party.

5. Choice of Law and Venue. This Settlement Agreement shall be construed and enforced in accordance with the laws of the State of New Hampshire, without giving effect to principles of conflicts of law. The Parties agree that the exclusive venue and jurisdiction to resolve any disputes between them arising from or relating to this Settlement Agreement shall be the Superior Court for Merrimack County, New Hampshire.

6. Counterparts and Due Authority. This Settlement Agreement may be executed in counterparts and delivered by facsimiles and emails (PDFs), each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The undersigned are authorized to sign this Settlement Agreement on behalf of the party(ies) he or she represents.

7. Notice. All notices, requests, approvals, consents and other communications required or permitted under this Settlement Agreement shall be in writing and sent by facsimile to the persons specified below. A copy of any such notice shall also be personally delivered or sent by U.S. Express Mail, Federal Express, or similar overnight mail delivery service, or email, to the address set out below, or to such address as may be notified in writing from time-to-time by the party in question to the other Parties.

If to the Liquidator:

Thomas W. Kober, Chief Claims Officer
The Home Insurance Company, in Liquidation
61 Broadway 6th Floor
New York, New York 10006
Fax: 212-299-3824
tom.kober@homeinsco.com

and

J. Christopher Marshall
Civil Bureau
New Hampshire Department of Justice
33 Capitol Street
Concord, New Hampshire 03301-6397
Fax: 603-271-2110
Christopher.Marshall@doj.nh.gov

and


J. David Leslie
Rackemann, Sawyer & Brewster, P.C.
160 Federal Street
Boston, Massachusetts 02110-1700
Fax: 617-542-7437
dleslie@rackemann.com

If to a signatory Guaranty Fund:

[As set forth on the attached Counterpart Signature Page]

IN WITNESS WHEREOF, the Parties have caused their representatives, thereunto duly authorized, to execute this Settlement Agreement as of the date first above written.

Roger A. Sevigny, Insurance Commissioner of the
State of New Hampshire, solely as Liquidator of
The Home Insurance Company

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

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: Alabama Insurance Guaranty Association

Address and contact for notice purposes: 2020 Canyon Road
Suite 200
Birmingham, AL 35216

Fax: 205-979-3578

Email: aiga01@bellsouth.net

By: Betty Davis

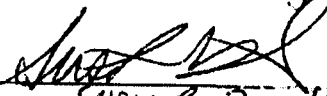
Name: Betty Davis

Title: Executive Director

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: Alaska Insurance Guaranty Assoc.

Address and contact for notice purposes: 1401 Rudakof Circle
Anchorage, AK 99508
Susan R. Daniels
907-808-3999
Fax: 907-808-3866
Email: sdaniels@rad.com

By: 
Name: Susan R. Daniels
Title: Agent Administrator

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: Arizona Property and Casualty Insurance Guaranty Fund

Address and contact for notice purposes: Michael E. Surguine
Executive Director
1110 W. Washington Street, Suite 1100
Phoenix, AZ 85007

Fax: 602-364-3872

Email: msurguine@azinsurance.gov

By: Michael E. Surguine

Name: Michael E. Surguine

Title: Executive Director

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: Arizona Workers' Compensation Special Fund

Address and contact for notice purposes: Industrial Commission of Arizona
800 West Washington Street, Suite 303
Phoenix, Arizona 85007

Fax: (602) 542-6783

Email: awade@ica.state.az.us

By: Andrew F. Wade

Name: Andrew F. Wade

Title: Chief Counsel

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: ARKANSAS PROPERTY & CASUALTY GUARANTY FUND

Address and contact for notice purposes: 1023 W. CAPITOL, SUITE 2

LITTLE ROCK AR 72201

Fax: 501-371-2774

Email: STEVE.UHRYNOWYCL@ARKANSAS.GOV

By: Steve A. Uhrynowycz

Name: STEVE A. UHRYNOWYCL

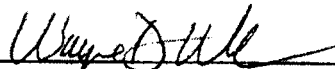
Title: ADMINISTRATOR

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: CALIFORNIA INSURANCE GUARANTY ASSOCIATION

Address and contact for notice purposes: 101 N. BRAND BLVD, SUITE 600
GLENDALE, CA 91203

Fax: (323) 782-1489
Email: WILSONW@CAIGA.ORG

By: 
Name: WAYNE D. WILSON
Title: EXECUTIVE DIRECTOR

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: Connecticut Insurance Guaranty Association

Address and contact for notice purposes: Paul M. Gulko
One Bowdoin Sq
Suite 2
Boston, MA 02114

Fax: 617-227-8903

Email: pgulko@gfms.org

By: 

Name: Paul M. Gulko

Title: Executive Secretary

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: Delaware TGA

Address and contact for notice purposes: Delaware TGA
ATTN: J. J. Falkenbach
220 Continental Drive, Ste. 309
Newark, DE 19713

Fax: 302-456-3680

Email: JFalkenbach@Deign.com

By: JJ Falkenbach

Name: J.J. Falkenbach

Title: Executive Director

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: District of Columbia Insurance Guaranty Association

Address and contact for notice purposes: Paul M. Gulko
One Bowdoin Sq
Suite 2
Boston, MA 02114

Fax: 617-227-8903

Email: pgulko@gfms.org

By: 

Name: Paul M. Gulko

Title: Manager

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: FLORIDA INSURANCE GUARANTY ASSOC.

Address and contact for notice purposes: PO Box 14249
TALLAHASSEE FL 32319

Fax: 850-386-1313

Email: srobinson@agfgroup.org

By: Sandra Robinson

Name: SANDRA ROBINSON

Title: EXECUTIVE DIRECTOR

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: FLORIDA WORKERS' COMPENSATION
INSURANCE GUARANTY ASSOCIATION

Address and contact for notice purposes: PO Box 15159
TALLAHASSEE FL 32317

Fax: 850-386-1313

Email srobinson@agfgroup.org

By: Sandra Robinson

Name: SANDRA ROBINSON

Title: EXEC. DIRECTOR

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: Georgia Insurers Insolvency Pool

Address and contact for notice purposes: 2177 Flintstone Dr.
Suite R
Tucker, GA 30084

Fax: 770.938.3296

Email: mmarchman@gaiga.org

By: Michael Marchman

Name: Michael C. Marchman


Title: Executive Director

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: Hawaii Insurance Guaranty Association

Address and contact for notice purposes: 1001 Bishop St., ASB Twr., Ste. 1160
Honolulu, HI 96813

Fax: (808) 532-1495
Email: bobata@lava.net

By: 
Name: Blake Obata
Title: Executive Director

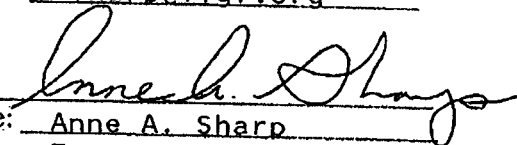
Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: Illinois Insurance Guaranty Fund

Address and contact for notice purposes: Anne A. Sharp, Executive Director
Illinois Insurance Guaranty Fund
120 S. LaSalle Street, Ste. 1910
Chicago, Illinois 60603

Fax: 312-422-9750

Email: asharp@iligf.org

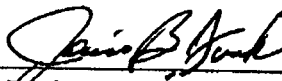
By: 
Name: Anne A. Sharp
Title: Executive Director

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: Indiana Insurance Guaranty Association

Address and contact for notice purposes: Janis B. Funk, Executive Director
Indiana Insurance Guaranty Association
8777 Purdue Road, Suite 360
Indianapolis, IN 46268

Fax: 317-264-1295
Email: jfunk@quadassoc.org

By: 
Name: Janis B. Funk
Title: Executive Director

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: Iowa Insurance Guaranty Association

Address and contact for notice purposes: 801 Grand Avenue, Suite 3700
Des Moines, IA 50309

(515) 243-4191

Fax: (515) 246-5800

Email: augspurger.steven@bradshawlaw.com

By: 

Name: Steven M. Augspurger

Title: General Counsel

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: Kentucky

Address and contact for notice purposes: Scott Webster
KISA
10605 Shelbyville Rd Ste 101
Louisville, KY 40223

Fax: 502 327-8859

Email: scott.webster@kyinsuranceguaranty.com

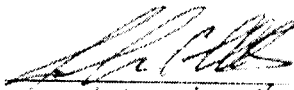
By: Scott Webster
Name: Scott Webster
Title: Exec. Director

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: Louisiana Insurance Guaranty Association

Address and contact for notice purposes: John Wells
LIGA
2142 Guad. Run
Baton Rouge, LA 70808

Fax: 225-757-1699
Email: jwells@liga.org

By: 
Name: John Wells
Title: Director of Operations

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: Maine Insurance Guaranty Association

Address and contact for notice purposes: Paul M. Gulko
One Bowdoin Sq
Suite 2
Boston, MA 02114

Fax: 617-227-8903

Email: pgulko@gfms.org

By: 

Name: Paul M. Gulko

Title: Executive Secretary

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

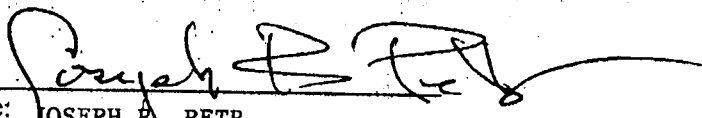
Name of Guaranty Fund: PROPERTY & CASUALTY INSURANCE GUARANTY CORP. (MD)

Address and contact for notice purposes: 305 WASHINGTON AVE., SUITE 600
TOWSON, MD 21204

410-296-1620

Fax: 410-296-1237

Email: JPETR@PCIGC.COM

By: 
Name: JOSEPH A. PETR
Title: PRESIDENT

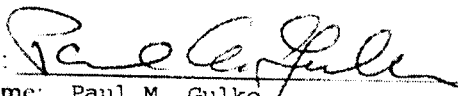
Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: Massachusetts Insurers Insolvency Fund

Address and contact for notice purposes: Paul M. Gulko
One Bowdoin Sq
Suite 2
Boston, MA 02114

Fax: 617-227-8903

Email: pgulko@gfms.org

By: 

Name: Paul M. Gulko

Title: Manager

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: MICHIGAN PROPERTY & CASUALTY GUARANTY ASSOCIATION

Address and contact for notice purposes:

THOMAS R. KUJAWA
90 MPCGA

P.O. BOX 531266
LIVONIA, MI 48153-1266

Fax: 248-482-0388

Email: TKUJAWA@MACGA.ORG

By: Thomas R. Kujawa

Name: THOMAS R. KUJAWA

Title: EXECUTIVE DIRECTOR

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: Minnesota Insurance Guaranty Association

Address and contact for notice purposes: 7600 Parklawn Ave #460
Edina, MN 55435

Fax: 952-831-1973

Email: psteffen@pop.net

By: Paul Steffen

Name: Paul Steffen

Title: Executive Director

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: MISSISSIPPI FINE GUARANTY ASSOCIATION

Address and contact for notice purposes: 706 OAK LAWN LANE
SUIT 200
RIDGELAND, MS 39157

Fax: 601-957-0087
Email: ARUSSELL@MSIGA.NET

By: ARTHUR RUSSELL
Name: ARTHUR RUSSELL
Title: EXECUTIVE DIRECTOR

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: Missouri Property & Casualty Insurance Guaranty Assoc.

Address and contact for notice purposes:

994 Diamond Ridge

Ste. 102

Jefferson City, MO 65109

Fax: 573-634-8488

Email: miga@mo-iga.org

By: 

Name: Charles F. Renn

Title: Executive Director

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: Nebraska Property and Liability Insurance Guaranty Association

Address and contact for notice purposes:

Fax: 402 483 2590
Email: LDS3786P@AOL.COM

By: H. Dean Fletcher
Name: H. Dean Fletcher
Title: Administrator

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: Nevada Insurance Guaranty Association

Address and contact for notice purposes: 3821 W. Charleston Blvd, Ste. 100
Las Vegas, NV
89102-1859

Fax: (702) 368-2455

Email: bgilbert@niga-gc.org

By: Bruce W. Gilbert

Name: Bruce W. Gilbert

Title: Executive Director


Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: New Hampshire Insurance Guaranty Association

Address and contact for notice purposes: Paul M. Gulko
One Bowdoin Sq
Suite 2
Boston, MA 02114

Fax: 617-227-8903

Email: pgulko@gfms.org

By: 
Name: Paul M. Gulko
Title: Executive Secretary/Clerk

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

New Jersey Property-Liability Insurance Guaranty Association

Name of Guaranty Fund: Workers' Compensation Security Fund

Address and contact for notice purposes:

Joseph DellaFera

222 Mt. Airy Road

Basking Ridge, NJ 07920

Fax: 908-382-7327

Email: jdellafera@njguaranty

By: 

Name: Joseph DellaFera

Title: Chief Executive Officer

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: New Mexico

Address and contact for notice purposes: Vanguard Reinsurers
PO Box 14590
11501 Montgomery Ave
Albuquerque NM 87191-4590
Fax: 505-293-6400
Email: vanguard@keenan-asso.com

By: [Signature]
Name: GARY M. KEENAN
Title: Claims Administrator

[Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses]

Name of Guaranty Funds: **Benjamin M. Lawsky**
Superintendent of Financial Services of the State of New York
As Administrator of
NEW YORK STATE PROPERTY/CASUALTY INSURANCE SECURITY FUND
NEW YORK STATE PUBLIC MOTOR VEHICLE LIABILITY SECURITY FUND
NEW YORK STATE WORKERS' COMPENSATION SECURITY FUND

By: Michael J. Casey

Name: Michael J. Casey

Title: Acting Special Deputy Superintendent

JKR
4/25/13
5/13/13

Address and contact for notice purposes: **John Pearson Kelly, Esq.**
General Counsel
New York Liquidation Bureau
110 William Street, 15th floor
New York, NY 10038
Fax: 212-233-0461
Email: jpkelly@nylb.org

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: North Carolina Ins. Guar Assoc.

Address and contact for notice purposes: 2910 Sumner Blvd.

Raleigh, NC 27616

Fax: 919-719-7446

Email: RMN@NCIRB.ORG

By: Robert M. Newton

Name: ROBERT M. NEWTON

Title: DIRECTOR

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: OKLAHOMA PROPERTY & CASUALTY INSURANCE GUARANTY FUND.

Address and contact for notice purposes: 2601 NORTHWEST EXPRESSWAY
SUITE 350 E
OKLAHOMA CITY, OK 73112

Fax: (405) 607-1121
Email: LWFITCH@OPCIGA.ORG

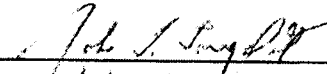
By: [Signature]
Name: LARRY W. FITCH
Title: GENERAL MANAGER

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: Oregon Insurance Guaranty Association

Address and contact for notice purposes: David C. Johnson, CPCU
10700 SW Beaverton Hwy., Ste. 426
Beaverton, OR 97005

Fax: (503) 641-6127
Email: djohnson.oiga@frontier.com


By: 
Name: Nathan K. Langford
Title: attorney-in-fact

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: Pennsylvania Property & Casualty Insurance Guaranty Assn.

Address and contact for notice purposes: 1617 JFK BLVD. SUITE 1850
PHILADELPHIA PA 19103

Fax: (215) 568-0736
Email: sperrone@ppciga.org

By: 
Name: Stephen Perrone
Title: Executive Director

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: PA Workers' Compensation Security Fund

Address and contact for notice purposes: Laura S. Keller
901 N 7th Street Rm 201
Harrisburg PA 17102

Fax: 717-705-0190

Email: lakeller@pa.gov

By: Laura S. Keller

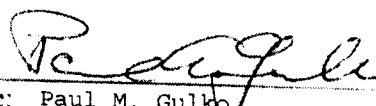
Name: Laura S. Keller

Title: Claims manager

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: Rhode Island Property and Casualty
Insurance Guaranty Association

Address and contact for notice purposes: Paul M. Gulko
One Bowdoin Sq
Suite 2
Boston, MA 02114
Fax: 617-227-8903
Email: pgulko@gfms.org

By: 
Name: Paul M. Gulko
Title: Executive Secretary

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: SC PROPERTY & CASUALTY INSURANCE ASSOCIATION 677

Address and contact for notice purposes: J. SMITH HARRISON, JR.
SC GUARANTY ASSN
PO BOX 407
COLUMBIA, SC 29204

Fax: 803-779-0524
Email: SMITH@SCWIND.COM

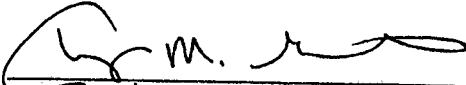
By: J. Smith Harrison, Jr.
Name: J. SMITH HARRISON, JR.
Title: EXECUTIVE DIRECTOR

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: South Dakota Insurance Guaranty Assn

Address and contact for notice purposes: Tim Gebhart
206 W. 14th St.
Sioux Falls, SD 57104

Fax: 605-335-3639
Email: tgebhart@dehs.com

By: 
Name: Timothy M Gebhart
Title: Counsel

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund:

TENNESSEE

Address and contact for notice purposes:

1600 DIVISION ST, SUITE
680, NASHVILLE,
TN 37203

Fax:

615 255 4960

Email:

wbroemel@power.com

By:

Name:


W. D. BROEMEL

Title:

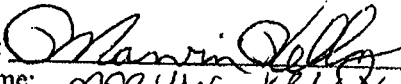
EXECUTIVE DIRECTOR

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: Texas Property and Casualty Insurance
Guaranty Association

Address and contact for notice purposes: _____
_____ 9120 Burnet Rd.
_____ Austin, TX 78758

Fax: (512) 795-0447
Email: mkelly@tpciga.org

By: 
Name: MARVYN KELLY
Title: EXECUTIVE DIRECTOR

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: Utah Property & Casualty Insurance Guaranty Fund

Address and contact for notice purposes: 7409 South Union Park Ave #201
Midvale UT 84047

MAIL PO Box 1608
Sandy UT 84091
Fax: 801-561-5776
Email: AllenM@utef.org

By: [Signature]
Name: Allen M. Hester
Title: Executive Director

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Vermont Property and Casualty

Name of Guaranty Fund: Insurance Guaranty Association

Address and contact for notice purposes:

Paul M. Gulko

One Bowdoin Sq


Suite 2

Boston, MA 02114

Fax: 617-227-8903

Email: pgulko@gfms.org

By:



Name: Paul M. Gulko

Title: Executive Secretary

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

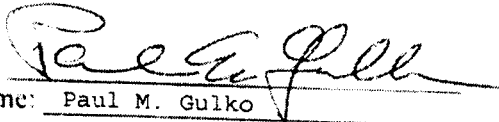
Virginia Property and Casualty

Name of Guaranty Fund: Insurance Guaranty Association

Address and contact for notice purposes: Paul M. Gulko
One Bowdoin Sq
Suite 2
Boston, MA 02114

Fax: 617-227-8903

Email: pgulko@gfms.org

By: 

Name: Paul M. Gulko

Title: Executive Secretary

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: Wisconsin Insurance Security Fund

Address and contact for notice purposes: 2820 Walton Commons West
Suite 135
Madison, WI 53718

Fax: 608 242 9472

Email: randy@wisf-madison.org

By: Randy Blumer

Name: Randy Blumer

Title: Executive Director

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

COLORADO INSURANCE GUARANTY ASS'N, IDAHO INS. GUAR. ASS'N,
KANSAS INS. GUAR. ASS'N, MONTANA INS. GUAR. ASS'N,

Name of Guaranty Fund: WASHINGTON INS. GUAR. ASS'N & WYOMING INS. GUAR. ASS'N

Address and contact for notice purposes: DAVE EDWARDS, PRESIDENT
WESTERN GUARANTY FUND SERVICES
1720 SOUTH BELLAIRE ST.,
SUITE 400
DENVER, CO 80220-4320

Fax: 303-759-5312

Email: dedwards@wgfs.org

By: Dave Edwards

Name: DAVE EDWARDS

Title: PRESIDENT - WGFS

Guaranty Fund Signature Page for Settlement Agreement regarding Defense Expenses

Name of Guaranty Fund: OHIO & WEST VIRGINIA INS. GUARANTY ASSNS

Address and contact for notice purposes: 1840 MACKENZIE DRIVE
COLUMBUS, OH 43220
ATTN: STEVE DURISH

Fax: _____
Email: sdurish@ohioya.org


By: 
Name: STEVE DURISH
Title: PRESIDENT

Exhibit A

List of Property and Casualty Guaranty Funds

Alabama Insurance Guaranty Association
Alaska Insurance Guaranty Association
Arizona Property & Casualty Insurance Guaranty Fund
Arizona Workers Compensation Special Fund
Arkansas Property & Casualty Guaranty Fund
California Insurance Guarantee Association
Colorado Insurance Guaranty Association
Connecticut Insurance Guaranty Association
Delaware Insurance Guaranty Association
District of Columbia Insurance Guaranty Association
Florida Insurance Guaranty Association
Florida Workers' Compensation Insurance Guaranty Association
Georgia Insurers Insolvency Pool
Hawaii Insurance Guaranty Association
Idaho Insurance Guaranty Association
Illinois Insurance Guaranty Fund
Indiana Insurance Guaranty Association
Iowa Insurance Guaranty Association
Kansas Insurance Guaranty Association
Kentucky Insurance Guaranty Association
Louisiana Insurance Guaranty Association
Maine Insurance Guaranty Association
Maryland Property & Casualty Insurance Guaranty Corporation
Massachusetts Insurers Insolvency Fund
Michigan Property & Casualty Guaranty Association
Minnesota Insurance Guaranty Association
Mississippi Insurance Guaranty Association
Missouri Property & Casualty Insurance Guaranty Association
Montana Insurance Guaranty Association
Nebraska Property and Liability Insurance Guaranty Association
Nevada Insurance Guaranty Association
New Hampshire Insurance Guaranty Association
New Jersey Property-Liability Insurance Guaranty Association
New Jersey Workers' Compensation Security Fund
New Mexico Property and Casualty Insurance Guaranty Association
New York State Property/Casualty Insurance Security Fund
New York State Public Motor Vehicle Liability Security Fund
New York State Workers' Compensation Security Fund
North Carolina Insurance Guaranty Association
Ohio Insurance Guaranty Association
Oklahoma Property and Casualty Insurance Guaranty Association
Oregon Insurance Guaranty Association

Pennsylvania Property & Casualty Insurance Guaranty Association
Pennsylvania Workers' Compensation Security Fund
Rhode Island Property & Casualty Insurance Guaranty Association
South Carolina Property and Casualty Insurance Guaranty Association
South Dakota Insurance Guaranty Association
Tennessee Insurance Guaranty Association
Texas Property and Casualty Insurance Guaranty Association
Utah Property and Casualty Insurance Guaranty Association
Vermont Property and Casualty Insurance Guaranty Association
Virginia Property and Casualty Insurance Guaranty Association
Washington Insurance Guaranty Association
West Virginia Insurance Guaranty Association
Wisconsin Insurance Security Fund
Wyoming Insurance Guaranty Association