

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

Docket No. 217-2003-EQ-00106

**In the Matter of the Liquidation of
The Home Insurance Company**

**LIQUIDATOR'S MOTION FOR APPROVAL OF
SETTLEMENT AGREEMENT WITH PARISHES WITHIN
THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS**

John R. Elias, Insurance Commissioner of 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 the Liquidator and the following parishes located within the Archdiocese of Saint Paul and Minneapolis ("Archdiocese"): The Church of St. Mary of St. Paul, Minnesota; The Church of St. John the Baptist, in New Brighton, Minnesota; The Church of St. Margaret Mary, of Minneapolis, Minnesota; The Parish of St. Gabriel the Archangel of Hopkins, Minnesota, formerly known as St. John the Evangelist, formerly known as St. Joseph; The Church of St. Casimir of St. Paul, Minnesota; and The Church of the Blessed Sacrament of St. Paul, formerly known as St. Thomas the Apostle (collectively, "Claimants"). As reasons therefor, the Liquidator states as follows:

1. The Settlement Agreement was negotiated under the supervision of the Special Deputy Liquidator. A copy of the Settlement Agreement is attached hereto as Exhibit A. Affidavit of Peter A. Bengelsdorf, Special Deputy Liquidator, in Support of Motion for Approval of Settlement Agreement with Parishes within the Archdiocese of Saint Paul and Minneapolis ("Bengelsdorf Aff.") ¶ 2.

2. Claimants have asserted an entitlement to insurance coverage under policies listed in the first Whereas clause of the Settlement Agreement for various policy periods between January 13, 1962 and April 1, 1979 which, together with all other insurance policies Home may have issued to Claimants or under which Claimants might claim coverage, are referred to collectively as the “Policies”. Settlement Agreement, first Whereas clause. Claimants submitted claims with respect to coverage for bodily injury liabilities claims in the Home liquidation that were assigned six proof of claim numbers which, together with any other proofs of claim hereinbefore or hereinafter filed by Claimants in the Home liquidation, are referred to collectively as the “Proofs of Claim”. *Id.*, third Whereas clause. Bengelsdorf Aff. ¶ 3.

3. The Liquidator and the Claimants have negotiated the Settlement Agreement reflecting a resolution of all matters concerning the Proofs of Claim and their rights and obligations with respect to the Policies. The Settlement Agreement is subject to approval by the Court. Settlement Agreement ¶ 2.A. Bengelsdorf Aff. ¶ 4.

4. The Archdiocese is the subject of a bankruptcy proceeding pending in the United States Bankruptcy Court for the District of Minnesota, In re Archdiocese of Saint Paul and Minneapolis, No. 15-bk-30125-RJK (Bankr. D. Minn.). Settlement Agreement, fourth Whereas clause. The Settlement is also subject to approval by the Bankruptcy Court of a plan of reorganization (“Plan”) for the Archdiocese that includes a channeling injunction in favor of the Liquidator and Home channeling all claims relating to the Policies to a trust (“Trust”) created as part of the Plan. Settlement Agreement ¶ 2.B. Bengelsdorf Aff. ¶ 5.

5. The Settlement Agreement will become effective upon the date when both a final approval order by this Court and a final approval by the Bankruptcy Court are entered. Settlement Agreement ¶ 2. Bengelsdorf Aff. ¶ 6.

6. The Settlement Agreement provides that the Liquidator will recommend allowance of the Proofs of Claim in the aggregate amount of \$1,500,000 (“Recommended Amount”) as a Class II priority claim under RSA 402-C:44. Settlement Agreement ¶ 3.A. Allowance of the Recommended Amount as a Class II claim will fully and finally resolve the Proofs of Claim and all claims the Claimants have under the Policies. Id. ¶ 3.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. ¶ 3.C. It is expected that Claimants will assign their rights under the Settlement Agreement to the Trust. Id. Bengelsdorf Aff. ¶ 7.

7. The Settlement Agreement is intended to resolve the Proofs of Claim and all claims that the Claimants have under the Policies. See Settlement Agreement ¶ 3.B. To that end, the Settlement Agreement provides for mutual releases of all claims among the Liquidator, Home, and the Claimants arising from or related to the Proofs of Claim or the Policies. Id. ¶¶ 4, 5. Bengelsdorf Aff. ¶ 8.

8. The Settlement Agreement is intended to resolve all matters relating to rights or obligations the parties ever had, now has, or hereafter may have under the Policies and the Proofs of Claim, including any asserted rights of third-party claimants against the Claimants under the Policies. See Settlement Agreement ¶ 6. The Claimants agree to address any claims of third-party claimants against the Claimants as if there had been no liquidation proceeding for Home and as if the Claimants had no insurance coverage from Home by virtue of the Policies. Id. The Claimants also agree to indemnify and hold the Liquidator and Home harmless from all claims arising from or relating to the Proofs of Claim or the Policies, including asserted rights of third party claimants, up to the amount ultimately distributed or distributable in relation to the Recommended Amount. Id. Bengelsdorf Aff. ¶ 9.

9. The Liquidator is not aware of any third party claimants asserting claims under the Policies. Bengelsdorf Aff. ¶ 10. However, the denial of any third party claimants' claims without prejudice to their claims against the Claimants will not harm the third party claimants who will continue to have their claims against the Claimants or the Trust (as their claims will be channeled to the Trust under the Plan). See Settlement Agreement ¶ 2.B. As noted above, the Claimants have agreed to address such claims as if they had no insurance coverage from Home under the Policies. Settlement Agreement ¶ 6. Third party claimants' proofs of claim against the insolvent Home, if not denied with the agreement, would release the Claimants from those claims up to the limits of the Policies but only entitle the third party claimants (assuming their claims were allowed) to the initial interim distributions and any later distribution at a presently undetermined distribution percentage from Home at the future date when 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) of Home will be paid in full. Under the Settlement Agreement, the Claimants – or the Trust – will be responsible for any third party claimants' claims against Claimants. See Settlement Agreement ¶ 6. Bengelsdorf Aff. ¶ 10.

10. The Liquidator is not aware of any proofs of claim asserting a claim to the same policy limit as the Proofs of Claim resolved by the Settlement Agreement. Bengelsdorf Aff. ¶ 9. However, if a claim of another claimant is subject to the same limit of liability as the claims resolved by the Settlement Agreement, and if the total allowed amounts for all claimants exceed the limit, then the allowed amounts for all claimants will be subject to adjustment under RSA 402-C:40, IV, so that the policy limit will not be exceeded. See Settlement Agreement ¶ 8. Bengelsdorf Aff. ¶ 11.

11. 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 under Home's insurance policies. The agreed settlement amount is based on careful evaluation and negotiation of coverage obligations under the Policies respecting the underlying liabilities of the Claimants. The Liquidator accordingly recommends approval of the Settlement Agreement and allowance of the \$1,500,000 settlement amount as a Class II claim of the Claimants in accordance with RSA 402-C:45 and RSA 402-C:44. Bengelsdorf Aff. ¶ 12.

12. The Court has previously approved many similar settlement agreements. See, e.g., Order Approving Settlement Agreement with Safety-Kleen Systems, Inc. (August 1, 2017); Order Approving Settlement Agreement with Graham Corporation (July 8, 2016); Order Approving Settlement Agreement with Washington Gas (July 15, 2013); Order Approving Settlement Agreement with Wisconsin Energy (March 18, 2010); 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.

13. 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 the Claimants.

14. 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. ¶ 13.

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 the Claimants' claims as a Class II claim in accordance with RSA 402-C:45 and RSA 402-C:44 in the aggregate amount of \$1,500,000; and
- C. Grant such other and further relief as justice may require.

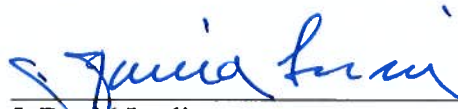
Respectfully submitted,

JOHN R. ELIAS, INSURANCE
COMMISSIONER OF THE STATE OF
NEW HAMPSHIRE, AS LIQUIDATOR
OF THE HOME INSURANCE
COMPANY,

By his attorneys,

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August 15, 2018

Certificate of Service

I hereby certify that a copy of the foregoing Liquidator's Motion for Approval of Settlement Agreement with Parishes within the Archdiocese of Saint Paul and Minneapolis, the Affidavit of Peter A. Bengelsdorf, and the Proposed Order, were sent this 15th day of August, 2018, by first class mail, postage prepaid to all persons on the attached service list.



J. David Leslie
NH Bar ID No. 16859

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

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Docket No. 217-2003-EQ-00106

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SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“Settlement Agreement”) is made by and between John Elias, Insurance Commissioner of the State of New Hampshire, solely in his capacity as Liquidator (“Liquidator”) of The Home Insurance Company (“Home”), on the one hand, and the following parishes located within the Archdiocese of Saint Paul and Minneapolis, on the other hand: The Church of St. Mary of St. Paul, Minnesota; The Church of St. John the Baptist, in New Brighton, Minnesota; The Church of St. Margaret Mary, of Minneapolis, Minnesota; The Parish of St. Gabriel the Archangel of Hopkins, Minnesota, formerly known as St. John the Evangelist, formerly known as St. Joseph; The Church of St. Casimir of St. Paul, Minnesota; and The Church of the Blessed Sacrament of St. Paul, formerly known as St. Thomas the Apostle (collectively “Claimants”) (the Claimants and the Liquidator are hereinafter referred to collectively as the “Parties”).

WHEREAS, Claimants have asserted an entitlement to insurance coverage under the following insurance policies:

Claimant(s) Asserting Coverage	Policy No.	Policy Period
The Church of St. Mary	BIN0000001*	1/13/62 to 1/16/65
The Church of Saint John the Baptist	IST8045334	4/1/73 to 4/1/76
The Church of Saint John the Baptist	IST8462591	4/1/76 to 4/1/79
The Church of Saint Mary Margaret	IST8045212	1/1/72 to 1/1/75
The Parish of Gabriel the Archangel	BIN0000002*	4/1/66 to 4/1/67
Parish of St. Joseph/Parish of Gabriel the Archangel, f/k/a St. John The Evangelist, f/k/a St. Joseph	BIN0000003*	4/1/67 to 4/1/68
The Church of St. Casimir	BIN0000004*	9/25/63 to 9/25/66
The Church of the Blessed Sacrament	IST8045111	1/1/70 to 1/1/73

* While the policy number has not been identified, sufficient evidence has been presented to confirm coverage.

The policies listed in the preceding chart, together with all other insurance policies that Home may have issued to Claimants or under which Claimants might claim coverage, are 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 submitted claims in the Home liquidation estate with respect to insurance coverage for bodily injury liabilities that has been assigned the following proof of claim ("POC") numbers:

Claimant	POC No.
The Church of St. Mary	INSU715112
The Church of Saint John the Baptist	INSU715098
The Church of Saint Margaret Mary	INSU715116
The Parish of Gabriel the Archangel, f/k/a St. John the Evangelist, f/k/a St. Joseph	INSU715113
The Church of St. Casimir	INSU715097
The Church of the Blessed Sacrament	INSU715114

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

WHEREAS, Claimants are parishes located within the Archdiocese of St. Paul and Minneapolis ("the Archdiocese"), and the Archdiocese has filed a petition under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Minnesota ("the Bankruptcy Court"), and its petition remains pending under the caption *In re Archdiocese of Saint Paul and Minneapolis*, No. 15-bk-30125-RJK (Bankr. D. Minn.);

WHEREAS, the Parties are desirous of resolving all claims that were asserted, or could have been or could be asserted, between them and of resolving all matters as between them

concerning the Proofs of Claim and concerning all rights and obligations as between them with respect to the Policies;

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. All definitions contained in the recitals above are incorporated in this Agreement as if fully set forth herein.

2. Effectiveness. This Settlement Agreement is conditioned and shall become effective only upon the occurrence of all of the following events:

A. A final order (that is, an order from which no appeal lies, or which has been affirmed on all available appeals) ("Final Order") from the Liquidation Court approving the Settlement Agreement and a Class II priority allowance in the full Recommended Amount ("Final Liquidation Court Approval Order"). The Liquidator shall move at his expense to obtain a Final Liquidation Court Approval Order.

B. A Final Order in the Archdiocese's bankruptcy proceeding (the "Final Bankruptcy Court Order") approving a Plan of Reorganization ("Plan") providing a channeling injunction, similar in substance to the channeling injunction contained in the current Plan filed jointly by the Archdiocese and the Official Committee of Unsecured Creditors, in favor of the Liquidator and Home, such that any and all claims relating to the Policies are channeled to the trust created on the Plan Confirmation Date pursuant to Articles V and VI of the Plan and established according to the Trust Documents on or after entry of the Bankruptcy Court's Confirmation Order (the "Trust"). The channeling

injunctions shall channel claims by third-party claimants and by other insurers alleging they are entitled to contribution, indemnification, or subrogation with respect to the Policies, as well as claims by persons or entities alleging that they are insured under the Policies.

The "Effective Date" of this Settlement Agreement is the date upon which both a Final Liquidation Court Approval Order and the Final Bankruptcy Court Order are entered. In the event that a Final Liquidation Court Approval Order or the Final Bankruptcy Court Order are not entered, this Settlement Agreement shall be null and void and without any force or effect, and the Parties shall return to their positions status quo ante this Settlement Agreement as if no such agreement ever was reached, with this Settlement Agreement thereafter being inadmissible for any purpose in any dispute between the Parties.

3. 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 \$1,500,000 (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. Allocation of the Recommended Amount among the Claimants, as well as allocation of any distributions made to Claimants as a result of this Settlement Agreement, shall be Claimants' responsibility, and Claimants waive any and all claims against Home and the Liquidator relating to the allocation of the Recommended Amount or distributions among the

Claimants. The Liquidator also will allocate the Recommended Amount as appropriate, and neither the Liquidator nor the Claimants shall be bound by the other Party's allocation of the Recommended Amount or distributions.

B. Upon the Effective Date, allowance of the Recommended Amount as a Class II claim by the Liquidation Court ("Allowed Amount") shall fully and finally resolve the Proofs of Claim and any and all other claims of whatever nature that Claimants have against Home under the Policies.

C. Upon the Effective Date, 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. The Plan contemplates that Claimants will assign to the Trust their right to distributions pursuant to this Agreement within ten days of entry of a Final Bankruptcy Court Order. To the extent Claimants assign any of their rights under this Agreement to the Trust, such assignment must conform to the requirements of Paragraph 10 of this Agreement and such assignment shall identify the assignee and the address to which payment shall be directed.

4. Release by Claimants. Subject to the terms of this Settlement Agreement, upon the Effective Date, Claimants for themselves and on behalf of its trustees, officers, directors, employees, personnel, agents, attorneys, subsidiaries, affiliates, predecessors, successors and assigns, and any other insureds under the Policies, solely in their capacities as such, 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), solely in their capacities as such (collectively, the "Liquidator Released Parties"), 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, 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 to the Policies, which the Claimants or its subsidiaries, affiliates, predecessors, successors, and assigns, solely in their capacities as such, ever had, now have, or hereafter may have against the Liquidator Released Parties, arising from or related to the Proofs of Claim or to the Policies.

5. Release by Liquidator. Subject to the terms of this Settlement Agreement, upon the Effective Date, 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, successors and assigns, solely in their capacities as such, irrevocably and unconditionally releases and discharges Claimants, and each of Claimants' trustees, officers, directors, employees, personnel, agents, attorneys, subsidiaries, affiliates, predecessors, successors, assigns and any other insureds under the Policies, solely in their capacities as such (collectively, the "Claimant Released Parties"), 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 demands, 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 to the Policies, which the Liquidator, Home, or their subsidiaries, affiliates, predecessors, successors, and assigns, solely in their capacities as such, ever had, now have, or hereafter may have against Claimant Released Parties arising from or related to the Proofs of Claim or to the Policies.

6. Resolution of Matters and Indemnification. The Parties acknowledge that this Settlement Agreement is intended to resolve all matters as between them arising out of or relating to any rights or obligations the Parties ever had, now have, or hereafter may have under the Policies or the Proofs of Claim. As of the Effective Date, Claimants will have sold to the Liquidator and Home the Policies and all of Claimants' rights under the Policies, in return for the Liquidator's recommendation of the Recommended Amount and the Liquidation Court's approval of the Recommended Amount. Claimants agree that they will not look to Home for any further payment relating to any claims of third-party claimants against Claimants. Claims against Claimants will be addressed by Claimants as if there had been no liquidation proceeding against 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, Claimants agree 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 Claimants' Proofs of Claim or the Policies and such indemnification shall be capped at the total amount ultimately distributed or distributable in relation to the Recommended Amount as allowed by the Liquidation Court. The future obligations of Claimants under this paragraph shall extend to and include (by way of example and not limitation) any claims for defense or indemnity for claims made under the Policies against the Liquidator or Home by vendors, or by other insurers of Claimants, or by any individuals or entities asserting "direct

action” claims arising out of or related to the Policies. The Liquidator shall promptly notify Claimants of any such claim, 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, including defenses under the Order of Liquidation or the New Hampshire Insurers Rehabilitation and Liquidation Act. Claimants shall reasonably cooperate with the Liquidator (including but not limited to the provision of affidavits or testimony) to defend against and resolve such claims.

7. Mutual Release of Settling Carriers. Claimants agree to use reasonable commercial efforts to cause any settlement agreement it enters into after the effective date of this Settlement Agreement with any other insurance company (or liquidator thereof) regarding insurance coverage for bodily injury claims to include a waiver by that other insurance company (or liquidator) of any claim, including contribution, apportionment, indemnification, subrogation, equitable subrogation, allocation, or recoupment, against Home regarding insurance coverage for bodily injury claims. Without need for further action, the Liquidator agrees to waive, relinquish, and release any claim, including contribution, apportionment, indemnification, subrogation, equitable subrogation, allocation, or recoupment, regarding insurance coverage for bodily injury claims or sexual misconduct against any other insurance company which executes a settlement with any Claimant that includes a provision that is materially the same as this Paragraph 7.

8. Multiple Claims. New Hampshire RSA 402 C:40 (IV) provides that in the event multiple claims against the same policy limit are filed, and the aggregate allowed amount of all claims to which the same limit of liability in the policy is applicable exceeds that limit, then each claim as allowed shall be reduced in the same proportion so that the total equals the policy limit. The Liquidator will be unable to determine whether, or the extent to which the Recommended

Amount may be subject to proration until all claims against the Policies are identified and determined. If the aggregate allowed amount of claims exceeds the applicable limit such that Claimants' claim is subject to proration, the Liquidator will inform Claimants accordingly.

9. Judgment Reduction. In the event that Claimants obtain a judgment against any insurer, Claimants shall reduce or return the amount of any judgment, including any associated interest or costs, to which Claimants would be entitled in connection with any cause of action against any such insurer to the extent necessary to extinguish any liability of the Liquidator and Home for any claim by such insurer against the Liquidator or Home with respect to such judgment.

10. No Assignments. Solely to the extent of matters released under this Settlement Agreement: (a) Claimants warrant and represent that, as of the date on which it executed this Agreement, Claimants have not assigned, conveyed, or otherwise transferred any claims, demands, causes of action, rights, or obligations related in any way to the Policies, or any proceeds thereof, or the Proofs of Claim, or the claims, losses, and expenses released herein, to any person or entity; and (b) Claimants shall not assign or otherwise transfer this Settlement Agreement or any rights or obligations thereunder without the prior written consent of the Liquidator, which consent shall not be unreasonably withheld. The Plan contemplates that Claimants' right to distributions pursuant to this Agreement will be assigned to the Trust within ten days of the Final Bankruptcy Court Order. Notwithstanding any other provisions of this Paragraph 10, the Liquidator agrees to consent to such an assignment provided that: (1) Claimants submit the proposed assignment agreement to the Liquidator for his review before it is executed; (2) in the Liquidator's sole discretion, the terms of the proposed assignment agreement are clear and unambiguous; (3) the assignment agreement provides that Claimants retain the

obligations set forth in Paragraph 11 of this Agreement; and (4) the assignment agreement provides that the Trust also agrees to be bound by and comply with the terms of Paragraph 11 of this Agreement and agrees to provide information and documents set forth in Paragraph 11 of this Agreement as if the Trust was a Claimant under this Agreement.

11. 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. If Claimants become obligated under the Medicare Secondary Payer Act and the Medicare, Medicaid and SCHIP Extension Act of 2007 (the "Acts"), Claimants agree to provide claims data to the Centers for Medicare and Medicaid Services. Claimants also agree to provide claims data to the Liquidator, if and when requested, in the event that the Liquidator becomes obligated under the Acts in connection with any funds distributed pursuant to this Agreement. The Liquidator shall keep any information and documents received from the Claimants pursuant to this Paragraph 11 confidential and shall not use such information for any purpose other than meeting obligations under the Acts.

12. 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 Proofs of Claim, the Policies, or this Settlement Agreement shall be the Liquidation Court.

13. 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.

14. 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 right to or in any person or entity other than the Parties.

15. 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.

16. Power and Authority to Execute. Subject to the approvals of the Liquidation Court and the Bankruptcy Court as set forth in Paragraph 2, 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 that no claims being released under the terms of this Settlement Agreement have been assigned, sold, or otherwise transferred to any other entity.

17. Successor-in-Interest Bound. This Settlement Agreement shall be binding upon, and shall inure to the benefit of the Parties and their respective trustees, officers, directors, employees, liquidators, receivers, administrators, agents, representatives, successors, and assigns.

18. 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.

19. Survival of Warranties and Representations. The warranties and representations made herein shall survive the execution of this Settlement Agreement.

20. Validity of Settlement Agreement. Subject to approval of this Settlement Agreement by the Liquidation Court as required by Paragraph 2, and the satisfaction of the conditions set forth in Paragraph 2, each Party represents and warrants that this Settlement Agreement is a legal, valid, and binding obligation, enforceable in accordance with its terms.

21. 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 authorized officials of both Parties.

22. Notice. All notices to be given under this Settlement Agreement shall be given by electronic mail and first class U.S. mail directed to:

If to Claimants, to:

If to St. Mary:

Fr. Benny Mekkatt, CFIC
Jim Boyd
St. Mary
261 8th Street East
St. Paul, MN 55101
frbenny@usfamily.com
stmoff@usfamily.com

If to St. John the Baptist:

Fr. Michael Skluzacek
Mark Dittman
St. John the Baptist
835 2nd Avenue NW
New Brighton, MN 55112
frskluzacek@stjohnnyb.org
dittmanm@stjohnnyb.org

If to St. Margaret Mary:

Fr. Thomas Rayar
Dlane Mareck
St. Margaret Mary
2323 Zenith Avenue N
Golden Valley, MN 55422
frtom@smm-gv.org
dmareck@smm-gv.org

With a copy to:

Keith J. Broady, Esq.
Bryan R. Feldhaus, Esq.
Lommen Abdo
920 Second Avenue South
1000 International Centre
Minneapolis, MN 55402
kbroady@lommen.com
bryan@lommen.com

If to St. Gabriel the Archangel:

Fr. James Liekhus
Beth Schorle
St. Gabriel the Archangel
6 Interlochen Road
Hopkins, MN 55343
frliekhus@stgabrielhopkins.org
bschorle@stgabrielhopkins.org

If to St. Casimir:

Fr. Michael Powell, OMI
Christina Richardson
934 Geranium Avenue E
St. Paul, MN 55106
mdpomi@yahoo.com
office@stcasimirechurch.org

If to Blessed Sacrament:

Fr. John Paul Erickson
Blessed Sacrament
2119 Stillwater Avenue E
St. Paul, MN 55119
Ericksonj@archspm.org

With a copy to:

Keith J. Broady, Esq.
Bryan R. Feldhaus, Esq.
Lommen Abdo
920 Second Avenue South
1000 International Centre
Minneapolis, MN 55402
kbroady@lommen.com
bryan@lommen.com

If to any Claimant, a copy to:

Margo S. Brownell, Esq.
Maslon LLP
3300 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402
margo.brownell@maslon.com

If to the Liquidator, to:

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

and

J. Christopher Marshall
Civil Bureau
New Hampshire Department of Justice
33 Capitol Street
Concord, New Hampshire 03301-6397
christopher.marshall@doj.nh.gov

and


J. David Leslie, Esq.
Rackemann, Sawyer & Brewster, P.C.
160 Federal Street
Boston, MA 02110-1700
dleslie@rackemann.com

23. 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.

**THE CHURCH OF ST. MARY OF ST.
PAUL, MINNESOTA**

By: 
Name: FR. BENNY MEKHATT
Title: PASTOR
Date: 8/6/2018

**THE CHURCH OF SAINT JOHN
BAPTIST, NEW BRIGHTON**

By: _____
Name: _____
Title: _____
Date: _____

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.

**THE CHURCH OF ST. MARY OF ST.
PAUL, MINNESOTA**

By: _____

Name: _____

Title: _____

Date: _____

**THE CHURCH OF SAINT JOHN
BAPTIST, NEW BRIGHTON**

By: Michael Skuzacek

Name: Rev. Michael Skuzacek

Title: Pastor

Date: August 3, 2018

**THE CHURCH OF SAINT MARGARET
MARY, OF MINNEAPOLIS, MINNESOTA**

By: Thomas Rayar
Name: REV THOMAS RAYAR
Title: Pastor
Date: Aug, 2, 2018

**THE PARISH OF SAINT GABRIEL THE
ARCHANGEL OF HOPKINS,
MINNESOTA, F/K/A ST. JOHN THE
EVANGELIST, F/K/A ST. JOSEPH**

By: _____
Name: _____
Title: _____
Date: _____

**THE CHURCH OF ST. CASIMIR OF ST.
PAUL, MINNESOTA**

By: _____
Name: _____
Title: _____
Date: _____

**THE CHURCH OF SAINT MARGARET
MARY, OF MINNEAPOLIS, MINNESOTA**

By: _____

Name: _____

Title: _____

Date: _____

**THE PARISH OF SAINT GABRIEL THE
ARCHANGEL OF HOPKINS,
MINNESOTA, F/K/A ST. JOHN THE
EVANGELIST, F/K/A ST. JOSEPH**

By: Rev. James Liekhus

Name: REV. JAMES LIEKHUS

Title: PASTOR / VICE PRESIDENT

Date: 8/2/2018

**THE CHURCH OF ST. CASIMIR OF ST.
PAUL, MINNESOTA**

By: _____

Name: _____

Title: _____

Date: _____

**THE CHURCH OF SAINT MARGARET
MARY, OF MINNEAPOLIS, MINNESOTA**

By: _____

Name: _____

Title: _____

Date: _____

**THE PARISH OF SAINT GABRIEL THE
ARCHANGEL OF HOPKINS,
MINNESOTA, F/K/A ST. JOHN THE
EVANGELIST, F/K/A ST. JOSEPH**

By: _____

Name: _____

Title: _____

Date: _____

**THE CHURCH OF ST. CASIMIR OF ST.
PAUL, MINNESOTA**

By: Fr. Michael D. Powell

Name: Fr. Michael D. Powell

Title: Pastor

Date: 8/21/18

**THE CHURCH OF THE BLESSED
SACRAMENT OF ST. PAUL, F/K/A ST.
THOMAS THE APOSTLE**

By: *J J Florin*

Name: *John J. Florin*

Title: *Business Administrator*

Date: *8-6-18*

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

By: _____

Name: _____

Title: _____

Date: _____

**THE CHURCH OF THE BLESSED
SACRAMENT OF ST. PAUL, F/K/A ST.
THOMAS THE APOSTLE**

By: _____

Name: _____

Title: _____

Date: _____

**JOHN ELIAS, INSURANCE
COMMISSIONER OF THE STATE OF
NEW HAMPSHIRE, SOLELY IN HIS
CAPACITY AS LIQUIDATOR OF
THE HOME INSURANCE COMPANY**

By: Thomas W. Kober

Name: Thomas W. Kober

Title: Chief Claims Officer

Date: 8.8.18