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 J&J, IMERYS AND CYPRUS

David J. Bettencourt, 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 (i) Johnson & Johnson, Red River Talc LLC, and Pecos River Talc LLC (collectively, "J&J"), (ii) Imerys Talc Vermont, Inc. (f/k/a Windsor Minerals, Inc.) ("ITV"), Imerys Talc America, Inc. (f/k/a Luzenac America, Inc.) ("ITA"), and Imerys Talc Canada Inc. (collectively, "Imerys"), and (iii) Cyprus Mines Corporation ("Cyprus") (J&J, Imerys and Cyprus collectively "Claimants"), on the one hand, and (iv) the Liquidator. 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 J&J, Imerys and Cyprus ("Bengelsdorf Aff.") ¶ 2.

2. Home issued 21 policies under which Johnson & Johnson is the named insured for various periods between January 1, 1973 and January 1, 1982 which, together with all other insurance policies Home may have issued to Johnson & Johnson are referred to collectively as the "Policies." See Settlement Agreement, second Whereas clause. Bengelsdorf Aff. ¶ 3.

3. J&J submitted proofs of claim in the Home liquidation assigned two proof of claim numbers seeking coverage in connection with liability arising out of bodily injury from exposure to talc which, together with any other proofs of claim hereinbefore or hereinafter filed by J&J in the Home liquidation, are referred to collectively as the "J&J Proofs of Claim". Settlement Agreement, third Whereas clause. Bengelsdorf Aff. ¶ 4.

4. J&J and the Liquidator entered a Settlement Agreement and Mutual Release dated December 2, 2020 ("Initial J&J Settlement Agreement"). The Initial J&J Settlement Agreement was subject to the approval of the Liquidation Court. The Liquidator moved for approval of that settlement by the Liquidation Court on December 3, 2020. See Settlement Agreement, fourth Whereas clause. Bengelsdorf Aff. ¶ 5.

5. J&J then learned that ITV asserted rights in the Policies, and J&J with the assent of the Liquidator moved to hold the Liquidator's motion for approval of the Initial J&J Settlement Agreement in abeyance. The motion continues to be held in abeyance pursuant to a series of motions filed by J&J with the assent of the Liquidator. See Settlement Agreement, eighth Whereas clause. Bengelsdorf Aff. ¶ 6.

6. With J&J's assent, the Liquidator is withdrawing the Liquidator's motion for approval of the Initial J&J Settlement Agreement concurrently with the filing of this motion. The Liquidator and J&J agree that, upon the filing of the withdrawal, the Initial J&J Settlement shall be null and void and of no effect. Settlement Agreement, fourth Whereas clause, ¶ 2(B). Bengelsdorf Aff. ¶ 7.

7. Imerys (which includes ITV) are certain of the debtors in bankruptcy proceedings pending in the United States Bankruptcy Court for the District of Delaware ("Imerys/Cyprus Bankruptcy Court") in jointly administered cases captioned *In re Imerys Talc America, Inc., et*

al., Case No. 19-10289 (LSS), and Cyprus is a debtor in the bankruptcy proceeding pending in the Imerys/Cyprus Bankruptcy Court, *In re Cyprus Mines Corporation*, Case No. 21-10398 (LSS). Settlement Agreement, fifth and sixth Whereas clauses. Bengelsdorf Aff. ¶ 8.

8. Imerys has proposed the *Second Joint Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* dated November 5, 2024, as the same may be amended or modified from time to time (the "Imerys Chapter 11 Plan"), and Cyprus has proposed the *First Amended Plan of Reorganization of Cyprus Mines Corporation Under Chapter 11 of the Bankruptcy Code* dated November 5, 2024, as the same may be amended or modified from time to time (the "Cyprus Chapter 11 Plan"). Settlement Agreement, seventh Whereas clause. The Imerys Chapter 11 Plan and the Cyprus Chapter 11 Plan are collectively referred to as the "Imerys/Cyprus Plans." Bengelsdorf Aff. ¶ 9.

9. ITA, as assignee of Cyprus, has submitted claims in the Home Liquidation seeking coverage in connection with liability arising out of bodily injury from exposure to talc under policies issued to Cyprus as the named insured. Those claims have been assigned proof of claim number INSU715340. That proof of claim is not included in this Settlement Agreement but any ITA claims under the Policies are included in this Settlement Agreement. Settlement Agreement, ninth Whereas clause. Bengelsdorf Aff. ¶ 10.

10. ITV has submitted claims in the Home Liquidation seeking coverage under the Policies in connection with liability arising out of bodily injury from exposure to talc. The claims have been assigned one proof of claim number and together with any other proofs of claim hereinbefore or hereinafter filed by ITV and ITA in the Home Liquidation except INSU715340 are defined collectively as the "Imerys Proofs of Claim." Settlement Agreement, tenth Whereas clause. The J&J Proofs of Claim and the Imerys Proofs of Claim are defined

collectively as the "Proofs of Claim." Settlement Agreement, eleventh Whereas clause. Bengelsdorf Aff. ¶ 11.

11. Red River Talc LLC is a debtor in bankruptcy proceedings ("Red River Bankruptcy") pending in the United States Bankruptcy Court for the Southern District of Texas ("Red River Bankruptcy Court"), *In re Red River Talc LLC*, Case No. 24-90505 (CML) and Red River Talc has proposed an Amended Prepackaged Chapter 11 Plan of Reorganization of the Debtor dated September 20, 2024, as the same may be amended or modified from time to time ("Red River Chapter 11 Plan"). Settlement Agreement, twelfth Whereas clause. The Red River Chapter 11 Plan and the Imerys/Cyprus Plans are collectively referred to as the "Bankruptcy Plans." Bengelsdorf Aff. ¶ 12.

12. J&J, Imerys and Cyprus have entered an Amended and Restated Settlement Agreement that was approved by the Imerys/Cyprus Bankruptcy Court on October 31, 2024 (the "Bankruptcy Settlement"). Settlement Agreement, thirteenth Whereas clause. Among other things, the Bankruptcy Settlement resolved disputes among J&J, Imerys and Cyprus over rights to proceeds of the Policies. Bengelsdorf Aff. ¶ 13.

13. The Claimants and the Liquidator have now 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. Settlement Agreement, fourteenth Whereas clause, ¶ 2(C). The Settlement Agreement is subject to approval by this Court, the Imerys/Cyprus Bankruptcy Court and, while the Red River Bankruptcy is pending, the Red River Bankruptcy Court. Settlement Agreement ¶ 1. Bengelsdorf Aff. ¶ 14.

14. The Settlement Agreement provides that the Liquidator will recommend allowance of the Proofs of Claim in the amount of $111,381,494 (the "Recommended Amount")

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 the Claimants have under the Policies. Id., ¶ 2(C). Bengelsdorf Aff. ¶ 15.

15. Distributions on the Recommended Amount to account for past distributions are to be made within 30 days following notice to the Liquidator of the last approval required for the Effective Date of the Settlement Agreement. Subsequent distributions will be made as applicable to all other Class II creditors of Home. The Liquidator is to make the distributions to two accounts as directed in joint instructions from J&J, Cyprus and ITV. Settlement Agreement, ¶¶ 1, 2(C), 9. Bengelsdorf Aff. ¶ 16.

16. The Settlement Agreement is intended to resolve the Proofs of Claim and all claims that the Claimants have under the Policies. Settlement Agreement, ¶¶ 2(D), 10. To that end, the Settlement Agreement provides for mutual releases of all claims between J&J, Imerys, Cyprus, on the one hand, and the Liquidator and Home, on the other hand, arising out of or in any way related to the Policies. Id., ¶¶ 3-6. Bengelsdorf Aff. ¶ 17.

17. Red River, Imerys and Cyprus have presented their respective Bankruptcy Plans to their Bankruptcy Courts. Assuming the Bankruptcy Plans are approved and become effective, the Bankruptcy Plans each provide Settling Talc Insurance Companies, as Protected Parties, with the protection of certain channeling injunctions and indemnifications. In the Settlement Agreement, Red River, Imerys and Cyprus agree that, subject to the effectiveness of their Bankruptcy Plans, the Settlement Agreement constitutes a Talc Insurance Company Settlement Agreement entitling Home to the protections of the Channeling Injunctions and the indemnification of Protected Parties under their respective Bankruptcy Plans. Settlement Agreement, ¶¶ 7-8. Bengelsdorf Aff. ¶ 18.

18. In resolving all of the Claimants' claims relating to the Policies, the Settlement Agreement is intended to resolve all matters arising out of or relating to any rights the Claimants ever had, now have, or hereafter may have in the Policies, including any asserted rights of third-party claimants against a Claimant under the Policies. Settlement Agreement, ¶ 10. Each Claimant agrees to address, at its sole cost, any such claims of third-party claimants against that Claimant as if there had been no liquidation proceeding for Home and as if the Claimant had no insurance coverage from Home by virtue of the Policies. Id. Bengelsdorf Aff. ¶ 19.

19. The Liquidator is not aware of any third party claimant proof of claim asserting claims under the Policies. However, the denial of any third party claimants' claims without prejudice to their claims against a Claimant will not harm the third party claimants, who will continue to have their claims against the Claimant. As noted above, the Claimants have agreed to address these claims as if they had no insurance coverage from Home under the Policies. Settlement Agreement, ¶ 10. Third party claimants' proofs of claim against the insolvent Home, if not denied with the agreement, would release a Claimant 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. Bengelsdorf Aff. ¶ 20. 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 will continue to be responsible for any third party claimants' claims against them, subject to the provisions of the Bankruptcy Plans. See Settlement Agreement, ¶ 10. Bengelsdorf Aff. ¶ 20.

20. The Liquidator is not aware of any proofs of claim asserting a claim subject to the same policy limits as the Proofs of Claim resolved by the Settlement Agreement.[1] However, if a claim of another claimant is subject to the same limit of liability as 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, ¶ 11. Bengelsdorf Aff. ¶ 21.

21. 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 $111,381,494 settlement amount as a Class II claim of J&J and ITV in accordance with RSA 402-C:45 and RSA 402-C:44, with distributions on that allowed amount to be made as provided in the Settlement Agreement. Bengelsdorf Aff. ¶ 22.

22. The Court has previously approved many similar settlement agreements. *See, e.g.,* Order Approving Settlement Agreement with Avon Products, Inc. (Aug. 20, 2024); Order Approving Settlement Agreement with AT&T Corp. (January 9, 2023); Order Approving Settlement Agreement with Olin Corporation (December 3, 2020); Order Approving Settlement

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[1] An insurer filed a contribution claim respecting the Policies. That claim was disallowed, and the disallowance was approved by the Court on October 16, 2016.

Agreement with Navistar, Inc. (December 11, 2018); 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).

23. 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.

24. 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 Settlement Agreement.

25. 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. ¶ 23.

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 $111,381,494 settlement amount as a Class II claim of J&J and ITV in accordance with RSA 402-C:45 and RSA 402-C:44, with distributions on that allowed amount to be made as provided in the Settlement Agreement; and

C. Grant such other and further relief as justice may require.

Respectfully submitted,

DAVID J. BETTENCOURT, INSURANCE COMMISSIONER OF THE STATE OF NEW HAMPSHIRE, SOLELY AS LIQUIDATOR OF THE HOME INSURANCE COMPANY,

By his attorneys,

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March 27, 2025

Certificate of Service

I hereby certify that a copy of the foregoing Liquidator's Motion for Approval of Settlement Agreement with J&J, Imerys and Cyprus, the Affidavit of Peter A. Bengelsdorf, and the Proposed Order, were sent this 27th day of March, 2025, by first class mail, postage prepaid to all persons on the attached service list.

/s/ *Eric A. Smith*
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STATE OF NEW HAMPSHIRE

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Docket No. 217-2003-EQ-00106

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3/25/25

Exhibit A

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Settlement Agreement") is made as of this 12th day of March, 2025, by and between (i) Johnson & Johnson, Red River Talc LLC, and Pecos River Talc LLC (collectively, "J&J"), (ii) Imerys Talc Vermont, Inc. (f/k/a Windsor Minerals, Inc.) ("ITV"), Imerys Talc America, Inc. (f/k/a Luzenac America, Inc.) ("ITA"), and Imerys Talc Canada Inc. (collectively, "Imerys"), and (iii) Cyprus Mines Corporation ("Cyprus") (J&J, Imerys and Cyprus collectively "Claimants"), on the one hand, and (iv) David J. Bettencourt, Insurance Commissioner of the State of New Hampshire, solely in his capacity as Liquidator ("Liquidator") of The Home Insurance Company ("Home"), on the other hand (Claimants and the Liquidator sometimes referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, Home is being liquidated pursuant to the June 13, 2003 Order of the Superior Court of the State of New Hampshire, Merrimack County (the "Liquidation Court"), *In the Matter of Liquidation of Home Ins. Co.*, Docket No. 217-2003-EQ-00106 (the "Home Liquidation"), pursuant to which the Liquidator was appointed as the Liquidator of Home;

WHEREAS, Home or its predecessors issued the following insurance policies under which Johnson & Johnson is the named insured (which, together with all other insurance policies Home or its predecessors may have issued to Johnson & Johnson, are defined collectively as the "Policies").

Policy Number	Policy Period	
HEC 4356756	01/01/1973	01/01/1976
HEC 4356755	01/01/1973	01/01/1976
HEC 4764031	01/01/1974	01/01/975
HEC 4973501	01/01/1975	01/01/1976
HEC 9208531	01/01/1976	01/01/1977
HEC 9006974	01/01/1976	01/01/1977
HEC 9006975	01/01/1976	01/01/1977
HEC 9328848	01/01/1977	01/01/1978
HEC 9693745	01/01/1978	01/01/1979
HEC 9693745	01/01/1979	01/01/1980
HEC 9328813	01/01/1977	01/01/1978
HEC 9693753	01/01/1978	01/01/1979
HEC 9693753	01/01/1979	01/01/1980
HEC 9825773	01/01/1979	01/01/1980
HEC 9826369	01/01/1980	01/01/1981
HEC 9826370	01/01/1980	01/01/1981
HEC 9826371	01/01/1980	01/01/1981
HEC 1203476	01/01/1981	01/01/1982
HEC 1203477	01/01/1981	01/01/1982
HEC 1203478	01/01/1981	01/01/1982
HEC 1203479	01/01/1981	01/01/1982

The Parties are not aware of other policies issued by Home or its predecessors to Johnson & Johnson. For the avoidance of doubt, the "Policies" do not include policies issued to Cyprus as the named insured;

WHEREAS, J&J has submitted claims in the Home Liquidation seeking coverage under the Policies in connection with liability arising out of bodily injury from exposure to talc. The claims have been assigned proof of claim numbers INSU715189 and INSU715190, which together with any other proofs of claim hereinbefore or hereinafter filed by J&J in the Home Liquidation are defined collectively as the "J&J Proofs of Claim";

WHEREAS, J&J and the Liquidator entered a Settlement Agreement and Mutual Release dated December 2, 2020 ("Initial J&J Settlement Agreement"). The Initial J&J Settlement

Agreement was subject to the approval of the Liquidation Court, and the Liquidator moved for approval of that settlement by the Liquidation Court on December 3, 2020;

WHEREAS, Imerys is a debtor in bankruptcy proceedings pending in the United States Bankruptcy Court for the District of Delaware ("Imerys/Cyprus Bankruptcy Court") in jointly administered cases captioned *In re Imerys Talc America, Inc., et al.*, Case No. 19-10289 (LSS) (the "Imerys Chapter 11 Case").

WHEREAS, Cyprus is a debtor in the bankruptcy proceeding pending in the Imerys/Cyprus Bankruptcy Court, *In re Cyprus Mines Corporation*, Case No. 21-10398 (LSS) (the "Cyprus Chapter 11 Case");

WHEREAS, Imerys has proposed the *Second Joint Plan of Reorganization of Imerys Talc America, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* dated November 5, 2024, as the same may be amended or modified from time to time (the "Imerys Chapter 11 Plan") and Cyprus has proposed the *First Amended Plan of Reorganization of Cyprus Mines Corporation Under Chapter 11 of the Bankruptcy Code* dated November 5, 2024, as the same may be amended or modified from time to time (the "Cyprus Chapter 11 Plan," and, together with the Imerys Chapter 11 Plan, the "Plans");

WHEREAS, on learning that ITV asserted rights in the Policies, J&J with the assent of the Liquidator moved to hold the Liquidator's motion for approval of the Initial J&J Settlement Agreement in abeyance. That motion continues to be held in abeyance;

WHEREAS, ITA, as assignee of Cyprus, has submitted claims in the Home Liquidation seeking coverage in connection with liability arising out of bodily injury from exposure to talc under policies issued to Cyprus as the named insured. Those claims have been assigned proof of claim number INSU715340. For the avoidance of doubt, proof of claim number INSU715340 is

not included in this Settlement Agreement but any ITA claims under the Policies are included in this Settlement Agreement;

WHEREAS, ITV has submitted claims in the Home Liquidation seeking coverage under the Policies in connection with liability arising out of bodily injury from exposure to talc. The claims have been assigned proof of claim number INSU715339, which together with any other proofs of claim hereinbefore or hereinafter filed by ITA and ITV in the Home Liquidation except INSU715340 are defined collectively as the "Imerys Proofs of Claim";

WHEREAS, the J&J Proofs of Claim and the Imerys Proofs of Claim are defined collectively as the "Proofs of Claim";

WHEREAS, Red River Talc LLC is a debtor in bankruptcy proceedings ("Red River Bankruptcy") pending in the United States Bankruptcy Court for the Southern District of Texas ("Red River Bankruptcy Court"), *In re Red River Talc LLC*, Case No. 24-90505 (CML) and Red River Talc has proposed an Amended Prepackaged Chapter 11 Plan of Reorganization of the Debtor dated September 20, 2024, as the same may be amended or modified from time to time ("Red River Chapter 11 Plan");

WHEREAS, J&J, Imerys and Cyprus have entered an Amended and Restated Settlement Agreement that was approved by the Imerys/Cyprus Bankruptcy Court on October 31, 2024 (the "Bankruptcy Settlement");

WHEREAS, the Parties are now desirous of resolving all claims that were asserted, or could have been or could be asserted, between Claimants, on the one hand, and the Liquidator on the other hand concerning the Proofs of Claim and the Policies and resolving all rights and obligations with respect to the Proofs of Claim and the Policies; and

WHEREAS, the Parties agree that this Settlement Agreement is subject to and conditioned upon its approval by the Liquidation Court, the Imerys/Cyprus Bankruptcy Court, and, while the Red River Bankruptcy is pending, the Red River Bankruptcy Court;

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 Imerys/Cyprus Bankruptcy Court, and, while the Red River Bankruptcy is pending, the Red River Bankruptcy Court. Following the execution of this Settlement Agreement by all Parties, the Liquidator shall promptly move for approval of this Settlement Agreement by the Liquidation Court, as further described below; and Imerys and Cyprus shall each promptly file motions under Rule 9019 of the Federal Rules of Bankruptcy Procedure seeking approval of this Settlement Agreement by the Imerys/Cyprus Bankruptcy Court; and J&J shall promptly seek approval of this Settlement Agreement from the Red River Bankruptcy Court. The Parties shall cooperate in good faith in obtaining the foregoing approvals and shall promptly notify each other of any approval or disapproval. In the event that the foregoing approval of the Liquidation Court or the Imerys/Cyprus Bankruptcy Court or, while the Red River Bankruptcy is pending in the Red River Bankruptcy Court, the Red River Bankruptcy Court, is denied, this Settlement Agreement shall be null and void and shall have no force and effect and the Parties will be returned to *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.

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 $111,381,494 (hereinafter the "Recommended Amount") as a Class II priority claim under N.H. RSA 402C: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. The Liquidator shall move for approval of this Settlement Agreement promptly following its execution by all Parties. The Liquidator shall simultaneously withdraw his motion for approval of the Initial J&J Settlement Agreement. J&J shall assent to that withdrawal. The Liquidator and J&J agree that, upon the filing of the withdrawal, the Initial J&J Settlement Agreement shall be null and void and of no effect.

C. 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. 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 *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.

D. If and when the Liquidation Court allows the Recommended Amount as a Class II claim, J&J and ITV will become Class II creditors in the Home Liquidation pursuant to N.H. RSA 402-C:44, and J&J and ITV collectively 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. All distributions to J&J

and ITV shall be made as set forth in Paragraph 9 below. Notice of all distributions shall be sent to the persons identified in Paragraph 25 below. J&J and ITV agree that they will promptly notify the Liquidator of any change of address or addressee.

3. Release by J&J. Subject to the terms of this Settlement Agreement, J&J for themselves and on behalf of each of their parents, direct and indirect subsidiaries, divisions, holding companies, merged companies, acquired companies, predecessors, successors, executors, administrators, and assigns, including the Talc Personal Injury Trust (as defined in the Red River Chapter 11 Plan), each solely in their capacities as such, irrevocably and unconditionally releases and discharges 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 claims, causes of action, suits, costs, debts, liabilities, obligations, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, damages, judgments, executions and demands whatsoever, of whatever kind or nature (including those arising under the Bankruptcy Code), whether known or unknown, suspected or unsuspected, in law or in equity, which J&J has, had, may have, or may claim to have against the Liquidator or Home, directly or indirectly, arising out of, with respect to, or in any way relating to the Policies. For the avoidance of doubt, the foregoing release is not intended to affect in any way the rights of any person with respect to the Home policies issued to Cyprus which are the subject of claim number INSU715340. For the further avoidance of doubt, the foregoing release is not intended to affect in any way the rights or claims of J&J against any other party, including Imerys or Cyprus, arising out of, with respect to, or in any way relating to the Policies.

4. Release by Imerys. Subject to the terms of this Settlement Agreement, Imerys for themselves and to the fullest extent of their right, power, and authority to bind them, each of their

parents, direct and indirect subsidiaries, divisions, holding companies, merged companies, acquired companies, predecessors, successors, executors, administrators, and assigns, including the Talc Personal Injury Trust (as defined in the Imerys Chapter 11 Plan), each solely in their capacities as such, irrevocably and unconditionally releases and discharges 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 claims, causes of action, suits, costs, debts, liabilities, obligations, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, damages, judgments, executions and demands whatsoever, of whatever kind or nature (including those arising under the Bankruptcy Code), whether known or unknown, suspected or unsuspected, in law or in equity, which Imerys has, had, may have, or may claim to have against the Liquidator or Home, directly or indirectly, arising out of, with respect to, or in any way relating to the Policies. For the avoidance of doubt, the foregoing release is not intended to affect in any way the rights of any person with respect to the Home policies issued to Cyprus which are the subject of claim number INSU715340. For the further avoidance of doubt, the foregoing release is not intended to affect in any way the rights or claims of Imerys against any other party, including J&J or Cyprus, arising out of, with respect to, or in any way relating to the Policies.

5. Release by Cyprus. Subject to the terms of this Settlement Agreement, Cyprus for itself and to the fullest extent of its right, power, and authority to bind them, each of its parents, direct and indirect subsidiaries, divisions, holding companies, merged companies, acquired companies, predecessors, successors, executors, administrators, and assigns, including the Talc Personal Injury Trust (as defined in the Cyprus Chapter 11 Plan), each solely in their capacities as such, irrevocably and unconditionally releases and discharges 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 claims, causes of action, suits, costs, debts, liabilities, obligations, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, damages, judgments, executions and demands whatsoever, of whatever kind or nature (including those arising under the Bankruptcy Code), whether known or unknown, suspected or unsuspected, in law or in equity, which Cyprus has, had, may have, or may claim to have against the Liquidator or Home, directly or indirectly, arising out of, with respect to, or in any way relating to the Policies. For the avoidance of doubt, the foregoing release is not intended to affect in any way the rights of any person with respect to the Home policies issued to Cyprus which are the subject of claim number INSU715340. For the further avoidance of doubt, the foregoing release is not intended to affect in any way the rights or claims of Cyprus against any other party, including J&J or Imerys, arising out of, with respect to, or in any way relating to the Policies.

6. Release by Liquidator. Subject to the terms of this Settlement Agreement, the Liquidator, in his capacity as such, and on behalf of Home and each of its parents, direct and indirect subsidiaries, divisions, holding companies, merged companies, acquired companies, predecessors, successors, executors, administrators, and assigns, each solely in their capacities as such, irrevocably and unconditionally releases and discharges Claimants and each of their respective officers, directors, employees, agents, attorneys, subsidiaries, affiliates, predecessors, successors, and assigns, from any and all claims, causes of action, suits, costs, debts, liabilities, obligations, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, damages, judgments, executions and demands whatsoever, of whatever kind or nature (including those arising under the Bankruptcy Code), whether known or unknown, suspected or unsuspected, in law or in equity, which the Liquidator or Home has, had, may have, or may claim to have against any of the Claimants and the Talc Personal Injury

Trust (as defined in the Imerys, Cyprus and Red River Chapter 11 Plans), directly or indirectly, arising out of, with respect to, or in any way relating to the Policies. For the avoidance of doubt, the foregoing release is not intended to affect in any way the rights of any person with respect to the Home policies issued to Cyprus which are the subject of claim number INSU715340.

7. Red River Bankruptcy Injunctions. J&J agrees that, subject to the approval of the Red River Bankruptcy Court of the Red River Chapter 11 Plan, this Settlement Agreement constitutes a "Talc Insurance Settlement Agreement" and that Home will be designated as a "Settling Talc Insurance Company" as those terms are defined in the Red River Chapter 11 Plan, when that Plan is effective, and that, when that Plan is effective, Home will be a "Protected Party" protected by and entitled to invoke the "Channeling Injunction" in the Red River Chapter 11 Plan and a Settling Talc Insurance Company protected by and entitled to invoke the "Insurance Entity Injunction" in the Red River Chapter 11 Plan and that Plan's indemnification of Protected Parties.

8. Imerys and Cyprus Bankruptcy-Related Obligations. Imerys and Cyprus agree that this Settlement Agreement constitutes a Talc Insurance Settlement Agreement and, with the consent of the other Plan Proponents (which Imerys and Cyprus warrant they will obtain), will designate Home as a Settling Talc Insurance Company entitled to the benefits of the Channeling Injunctions and Insurance Entity Injunctions and the indemnification of Protected Parties pursuant to Section 4.13 of the Plans, subject to the approval of the Imerys/Cyprus Bankruptcy Court in the motion required by paragraph 1 above and the occurrence of the Effective Date and the Effective Date of the Plans.[1]

9. Distributions. Distributions on the Recommended Amount (to account for past distributions), when allowed as a Class II claim, shall be made within 30 days following notice to the Liquidator of the last of the approvals required for the Effective Date. As to any subsequent

[1] Capitalized terms used but not defined shall have such meanings as set forth in the Plans.

distributions, following the approval of the further distribution by the Liquidation Court, distributions shall be made as applicable to all other Class II creditors. J&J, Cyprus and ITV shall jointly provide the Liquidator with wire instructions for the payment of the distributions into two accounts as agreed between them. The Liquidator shall not be obligated to make any distribution until J&J, Cyprus and ITV have provided the Liquidator with the joint instruction. The Liquidator may rely on a joint instruction provided pursuant to the notice provision of Paragraph 25 without further inquiry. The Liquidator shall have no interest in or responsibility for the distribution amounts once they are transferred to the two accounts designated by J&J, Cyprus and ITV.

10. Resolution of Matters. Claimants acknowledge that this Settlement Agreement is intended to resolve the Proofs of Claim and all matters arising out of or relating to any rights Claimants ever had, now have or hereafter may have in the Policies, including any asserted rights of third-party claimants against Claimants under the Policies, and each Claimant agrees to address, at its sole cost and expense, any such claims of third-party claimants against that Claimant as if there had been no liquidation proceeding for Home and as if Claimant had no insurance coverage from Home by virtue of the Policies. For the avoidance of doubt, the foregoing releases are not intended to affect in any way the rights of any person with respect to the Home policies issued to Cyprus which are the subject of claim number INSU715340.

11. Multiple Claims. Claims against the Policies are subject to New Hampshire RSA 402-C:40 (IV), which provides that in the event multiple claims against policies such as those that comprise the Policies are filed, and the aggregate allowed amount of all claims to which the same limit of liability in each such policy is applicable exceeds the limit of that policy, then each claim as allowed shall be reduced in the same proportion so that the total equals the policy limit. The Liquidator is unaware of any proof of claim filed in the Home Liquidation asserting a claim

subject to the same limit in the Home policies as these claims other than the Proofs of Claim.[2] However, if an allowance is made such that the aggregate allowed amount of all claims subject to the same limit exceeds the limit, each claim will be prorated so that the total equals the policy limit, to the extent required by RSA 402-C:40 (IV). The Liquidator will be unable to determine whether, or the extent to which, Claimants' claim may be subject to proration until all claims against each policy within the Policies have been 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.

12. Mutual Release of Settling Carriers. Claimants agree to use reasonable commercial efforts to cause any future 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 the underlying matters covered by the Proofs of Claim. The Liquidator agrees to waive, relinquish and release any claim, including contribution, apportionment, indemnification, subrogation, equitable subrogation, allocation, or recoupment, as to the underlying 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.

13. 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. Each Claimant acknowledges it is aware of the requirements of the Medicare Secondary Payer Act and the Medicare, Medicaid and SCHIP Extension Act of 2007,

[2] An insurer filed a contribution claim respecting the Policies. The claim was disallowed, and the disallowance was approved by the Liquidation Court on October 16, 2016.

including provisions concerning Medicare set-asides and/or notification to the Centers for Medicare and Medicaid Services ("CMS") regarding certain Medicare-eligible, or potentially eligible, claimants who enter into settlement agreements that may justify recovery for Medicare covered case-related services. Each Claimant acknowledges that it may be obligated, and otherwise agrees, to provide data, if and when required or requested, for CMS regarding claimants who will share in distributions from the Claimant's assets that include a portion of the Recommended Amount.

14. Assignments. The Claimants warrant that they have not assigned or otherwise transferred any rights in the Proofs of Claim or the Policies other than among the parties granting releases pursuant to this Agreement. Claimants may assign rights under this Settlement Agreement to other parties granting releases pursuant to this Agreement or to the Talc Personal Injury Trusts under the Plans or the Red River Chapter 11 Plan on notice to the Liquidator. Claimants shall not otherwise assign any rights or obligations under this Settlement Agreement without the written consent of the Liquidator, which consent shall not be unreasonably withheld. The Liquidator shall not be required to make any distribution to more than two accounts absent his written consent.

15. 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 Claimants or any Claimant, on the one hand, and the Liquidator, on the other hand, arising out of the Proofs of Claim, the Policies or this Settlement Agreement shall be the Liquidation Court.

16. 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 Settlement Agreement.

17. No Third Party Rights. This Settlement Agreement is entered into solely for the benefit of the Liquidator, Home, J&J, Imerys, Cyprus, and any persons or entities to whom the rights under this agreement are assigned, and is not intended to, and does not give or create any rights to or in any person or entity other than the Parties, including, but not limited to, any insurer of the Claimants.

18. 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 electronic mail to the other Party shall have the same force and effect as an original signature.

19. Power and Authority to Execute. Subject to the approval of the Liquidation Court and Bankruptcy Courts, 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; and that each individual signing on behalf of a Party has been duly authorized by that Party to execute this Settlement Agreement on its behalf.

20. 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, agents, attorneys, liquidators, receivers, administrators, successors, and assigns.

21. Entire Agreement. This Settlement Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof. This Settlement Agreement supersedes all prior agreements and understandings, whether written or oral, concerning such matters, including but not limited to the Initial J&J Settlement Agreement.

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

23. Validity of Settlement Agreement. Subject to approval of this Settlement Agreement by the Liquidation Court, the Imerys/Cyprus Bankruptcy Court and, so long as the Red River Bankruptcy is pending in the Red River Bankruptcy Court, the Red River Bankruptcy Court, each Party represents and warrants that this Settlement Agreement is a legal, valid, and binding obligation, enforceable in accordance with its terms.

24. 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.

25. Notice. All notices to be given under this Settlement Agreement shall be given by e-mail mail directed to:

For J&J:

Andrew White
One Johnson & Johnson Plaza
New Brunswick, NJ 08933
AWhite23@ITS.JNJ.com

With a copy to:

Thomas W. Ladd, Esq.

Jennifer O. Farina, Esq.
McCarter & English, LLP
Four Gateway Center
100 Mulberry Street
Newark, NJ 07102
tladd@mccarter.com
jfarina@mccarter.com

For Imerys:

Ryan Van Meter
Vice President & General Counsel – North America
Imerys USA, Inc.
100 Mansell Court East, Ste. 300
Roswell, Georgia 30076

With a copy to:

Kimberly A. Posin, Esq.
Latham & Watkins LLP
355 South Grand Avenue, Suite 100
Los Angeles, CA 90071-1560
kim.posin@lw.com

Angela R. Elbert, Esq.
Neal Gerber & Eisenberg LLP
2 N. LaSalle, Ste. 1700
Chicago, IL 60602
aelbert@nge.com

For Cyprus:

D. J. (Jan) Baker, Esq.
266 Valley Ridge Road
Haverford, PA 19041
djbaker@djbaker.net

With a copy to:

Paul M. Singer, Esq.
Reed Smith LLP
Reed Smith Centre
225 Fifth Avenue
Pittsburgh, PA 15222
psinger@reedsmith.com

For the Liquidator:

Angela Anglum
Vice President Legal Affairs & Corporate Secretary
The Home Insurance Company in Liquidation
61 Broadway, 6th Floor
New York, New York 10006
Angela.anglum@homeinsco.com

With copies to:

Christopher G. Bond
Senior Assistant Attorney General
New Hampshire Department of Justice
1 Granite Place South
Concord, NH 03301
christopher.g.bond@doj.nh.gov

and

Eric A. Smith
Davis, Malm & D'Agostine, P.C.
One Boston Place, 37th Floor
Boston, MA 02108
esmith@davismalm.com

26. 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.

27. Non Participation. After the execution of this Settlement Agreement, and except to contend that Imerys, Cyprus, or J&J has breached this Settlement Agreement, Home and the

Liquidator shall not object to the Plans and further shall not seek discovery with respect to the Plans in the Chapter 11 Cases.

28. No Admission. Nothing contained in this Settlement Agreement, or in any negotiations, discussions, correspondence or other materials of any kind relating to this Settlement Agreement or relating to the negotiation of this Settlement Agreement, shall be deemed to be an admission on the part of the Parties with respect to any matter or any factual or legal issue of any kind. Except as may be necessary to seek or obtain entry of an order approving this settlement from the Liquidation Court, or under Rule 9019 of the Federal Rules of Bankruptcy Procedure or the Confirmation Orders in the Chapter 11 Cases, or to otherwise secure approval from the Red River Bankruptcy Court, or to enforce the terms of this Settlement Agreement, neither this Settlement Agreement itself, nor any negotiations, discussions, correspondence, or other materials of any kind relating to this Settlement Agreement or relating to the negotiation of this Settlement Agreement, shall be discoverable or admissible in any legal or equitable proceeding of any kind, including any lawsuit, mediation, arbitration, administrative proceeding, or action, or any other proceeding or action of any kind.

WHEREFORE, the Parties have caused this Settlement Agreement to be executed on their respective behalves by their duly authorized representatives.

IMERYS TALC AMERICA, INC. (on behalf of itself and each of the debtors in the Imerys Chapter 11 Cases, including without limitation IMERYS TALC VERMONT, INC.)

By: _____

Name: _____

Title: _____

Date: _____

CYPRUS MINES CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

PECOS RIVER TALC LLC

By: _____

Name: _____

Title: _____

Date: _____

RED RIVER TALC LLC

By: _____

Name: _____

Title: _____

Date: _____

JOHNSON & JOHNSON

By: _____

Name: _____

Title: _____

Date: _____

DAVID J. BETTENCOURT, NEW HAMPSHIRE INSURANCE COMMISSIONER, SOLELY IN HIS CAPACITY AS LIQUIDATOR OF THE HOME INSURANCE COMPANY

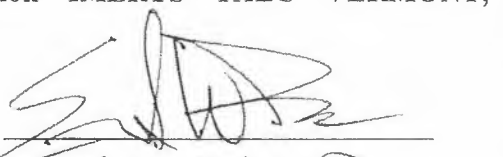
By: Peter A Bengelsdorf

Name: Peter A. Bengelsdorf

Title: Special Deputy Liquidator

Date: 3/17/25

IMERYS TALC AMERICA, INC. (on behalf of itself and each of the debtors in the Imerys Chapter 11 Cases, including without limitation IMERYS TALC VERMONT, INC.)

By: 

Name: Eric A.W. Danner

Title: President

Date: March 17, 2025

RED RIVER TALC LLC

By: _____

Name: _____

Title: _____

Date: _____

CYPRUS MINES CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

JOHNSON & JOHNSON

By: _____

Name: _____

Title: _____

Date: _____

PECOS RIVER TALC LLC

By: _____

Name: _____

Title: _____

Date: _____

DAVID J. BETTENCOURT, NEW HAMPSHIRE INSURANCE COMMISSIONER, SOLELY IN HIS CAPACITY AS LIQUIDATOR OF THE HOME INSURANCE COMPANY

By: _____

Name: _____

Title: _____

Date: _____

IMERYS TALC AMERICA, INC. (on behalf of itself and each of the debtors in the Imerys Chapter 11 Cases, including without limitation IMERYS TALC VERMONT, INC.)

By: _____

Name: _____

Title: _____

Date: _____

CYPRUS MINES CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

PECOS RIVER TALC LLC

By: _____

Name: _____

Title: _____

Date: _____

RED RIVER TALC LLC

By: _____

Name: _____

Title: _____

Date: _____

JOHNSON & JOHNSON

By: _____

Name: Andrew White

Title: _____

Date: _____

Digitally signed by Andrew White
DN: cn=Andrew White, o=Johnson & Johnson Services Inc., ou, email=awhite23@its.jnj.com, c=US
Reason: I am approving this document
Date: 2025.03.17 18:37:47 -04'00'
Adobe Acrobat Reader version: 2020.013.20064

Digitally signed by Andrew White
DN: cn=Andrew White, o=Johnson & Johnson Services Inc., ou, email=awhite23@its.jnj.com, c=US
Reason: I am approving this document
Date: 2025.03.17 18:38:15 -04'00'
Adobe Acrobat Reader version: 2020.013.20064

DAVID J. BETTENCOURT, NEW HAMPSHIRE INSURANCE COMMISSIONER, SOLELY IN HIS CAPACITY AS LIQUIDATOR OF THE HOME INSURANCE COMPANY

By: _____

Name: _____

Title: _____

Date: _____

IMERYS TALC AMERICA, INC. (on behalf of itself and each of the debtors in the Imerys Chapter 11 Cases, including without limitation IMERYS TALC VERMONT, INC.)

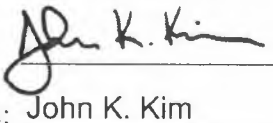
By: _____

Name: _____

Title: _____

Date: _____

RED RIVER TALC LLC

By: 

Name: John K. Kim

Title: Chief Legal Officer

Date: 3/18/25

CYPRUS MINES CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

JOHNSON & JOHNSON

By: _____

Name: _____

Title: _____

Date: _____

PECOS RIVER TALC LLC

By: _____

Name: _____

Title: _____

Date: _____

DAVID J. BETTENCOURT, NEW HAMPSHIRE INSURANCE COMMISSIONER, SOLELY IN HIS CAPACITY AS LIQUIDATOR OF THE HOME INSURANCE COMPANY

By: _____

Name: _____

Title: _____

Date: _____

IMERYS TALC AMERICA, INC. (on behalf of itself and each of the debtors in the Imerys Chapter 11 Cases, including without limitation IMERYS TALC VERMONT, INC.)

By: _____

Name: _____

Title: _____

Date: _____

CYPRUS MINES CORPORATION

By: D. J. Baker

Name: D.J. (Jan) Baker

Title: Independent Director

Date: 03-19-2025

PECOS RIVER TALC LLC

By: _____

Name: _____

Title: _____

Date: _____

RED RIVER TALC LLC

By: _____

Name: _____

Title: _____

Date: _____

JOHNSON & JOHNSON

By: _____

Name: _____

Title: _____

Date: _____

DAVID J. BETTENCOURT, NEW HAMPSHIRE INSURANCE COMMISSIONER, SOLELY IN HIS CAPACITY AS LIQUIDATOR OF THE HOME INSURANCE COMPANY

By: _____

Name: _____

Title: _____

Date: _____