SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is hereby made and entered into by and among Halliburton Company, DII Industries, LLC and Kellogg, Brown & Root, Inc., on the one hand, and the Participating Carriers, on the other hand.

RECITALS

WHEREAS, the Participating Carriers issued certain insurance policies, under which Releasing Policyholders claim to be insured; and

WHEREAS, numerous asbestos-related and silica-related Claims have been asserted against the Releasing Policyholders; and

WHEREAS, the Participating Carriers and the Releasing Policyholders are parties to one or more pending Coverage Actions involving the Buyback Policies; and

WHEREAS, the Participating Carriers and the Releasing Policyholders disagree as to their respective rights and obligations with respect to insurance coverage under the Buyback Policies; and

WHEREAS, on December 16, 2003, DII Industries, LLC, Kellogg, Brown & Root, Inc., and other of their Affiliates filed the Chapter 11 Case and DII Industries, LLC and Kellogg, Brown & Root, Inc. continue to operate their respective businesses as debtors and debtors-in-possession; and

WHEREAS, the Participating Carriers have raised and filed certain objections in the Chapter 11 Case to the Plan and other matters; and

WHEREAS, each Party, without admitting in any way the validity of the positions or arguments advanced by any of the other Parties, now wishes to, inter alia, (1) compromise and resolve fully and finally, without admission or further adjudication of any issue of fact or law, without limitation in time, any and all Coverage Disputes between them concerning the Buyback Policies, (2) terminate any and all past, present and future obligations whatever of the Parties arising under or in any way relating to the Buyback Policies and with respect to Asbestos Claims and Silica Claims under the Post-1992 Policies, and to do so in accordance with the terms of this Agreement, (3) terminate all Coverage Actions between or among the Parties, and (4) resolve certain other disputes between or among them, including in the Chapter 11 Case; and

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

I. Definitions and Incorporation of Recitals

A. The Parties agree that all of the Recitals in this Agreement are expressly incorporated herein, are made an integral part of this Agreement, and are binding on the Parties, as applicable, now and hereafter.

B. The following definitions apply to the capitalized terms herein wherever those terms appear in this Agreement, including the prefatory paragraph, recitals, the sections below and any attachments hereto. Capitalized terms that are not otherwise defined in this Agreement shall have the meanings designated in the Uniform Glossary of Defined Terms for Plan Documents (the "Glossary") filed with the Bankruptcy Court on May 17, 2004. Moreover, each defined term stated in the singular shall include the plural and each defined term stated in the plural shall include the singular. The word "including" means "including without limitation."

C. For purposes of this Agreement, the following terms shall have the following definitions:

1. "Affiliate" means, when used with reference to a specific Entity, any Entity that, directly or indirectly, or through one or more intermediaries, Owns [and][or] Controls, is Owned [and][or] Controlled by, or is under common Ownership [and][or] common Control with, such specific Entity.

2. "Agreement" means this Settlement Agreement and Release.

3. "Approval Order" means an order of the Bankruptcy Court issued pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure, and Sections 105, 363 and 524 of the Bankruptcy Code as well any other provision of the Bankruptcy Code or Rules as may be appropriate, as the Bankruptcy Court may order, approving this Agreement and authorizing Debtors to undertake the settlement and the transactions contemplated by this Agreement. The Approval Order also shall approve and authorize the sale to and purchase by the Participating Carriers under section 363(f) of the Bankruptcy Code of Policyholders' rights and interests in the Buyback Policies, free and clear of all claims, liens, and interests of third parties, with any such claims, liens, and interests attaching to the proceeds of the sale. The Approval Order further shall contain a finding that the Participating Carriers purchased Policyholders' rights and interests in the Buyback Policies in good faith entitling the Participating Carriers to the benefits of section 363(m) of the Bankruptcy Code. The Parties shall use their best efforts to obtain an order in the form attached as Exhibit 1, which order includes an appropriate injunction in the Participating Carriers' favor, enjoining claims against the Participating Carriers relating to or arising out of the Buyback Policies, but the failure of the Policyholders to obtain such an injunction pursuant to section 363(f) shall not alter or affect the rights and obligations of the Policyholders or the Participating Carriers under this Agreement. The Approval Order also shall provide that this Agreement is an Asbestos/Silica Insurance Settlement Agreement, entitling the Participating Carriers to the Asbestos/Silica Insurance Company Injunction pursuant to 11 U.S.C. §§ 105 and 524(g).

4. "Asbestos Claims" means Asbestos PI Trust Claims and Asbestos Property Damage Claims.

5. "Baroid Claims" means any and all Claims related to, or arising out of, the operations, activities or products manufactured and/or distributed by Baroid Corporation and/or any predecessor Entity of the Baroid Drilling Fluids division of Halliburton Energy Services, Inc., a Delaware corporation, including those Claims described on page 23 of the Disclosure Statement. "Baroid Claims" include without limitation Claims by any Entity, including other insurers, for indemnity, contribution or subrogation based on an obligation related to, or arising out of, insurance policies alleged to cover such operations, activities or products.

6. "Business Day" means any day that is not a Saturday, Sunday or other day on which banks are required or authorized by law to be closed in the State of New York.

7. "Buyback Policies" means the Participating Carrier Insurance Policies and the Other Coverages.

8. "Chapter 11 Case" means the Chapter 11 bankruptcy cases filed December 16, 2003, by Mid-Valley, Inc., DII Industries, LLC, Kellogg Brown & Root, Inc., KBR Technical Services, Inc., Kellogg Brown & Root Engineering Corporation, Kellogg Brown & Root International, Inc. (a Delaware corporation), Kellogg Brown & Root International, Inc. (a Panamanian corporation), and BPM Minerals, LLC in the United States Bankruptcy Court for the Western District of Pennsylvania, *In re Mid Valley, Inc., et al.*, Case Nos. 03-35592-JKF, jointly administered.

9. "Claim" means any past, present or future claim, demand, suit, action, cause of action, obligation, or liability of any nature whatever (including interest of any kind), known or unknown, anticipated or unanticipated, fixed or contingent, accrued or unaccrued, matured or unmatured, which has been or may be asserted by or on behalf of any Entity, including a cross claim, counterclaim, third-party claim, right, request, suit, lawsuit, administrative proceeding, notice (including Potentially Responsible Party notice or its equivalent), arbitration, cause of action or order, including any "claim" as that term is defined in section 101(5) of the United States Bankruptcy Code and any "demand" as that term is defined in section 524(g)(5) of the Bankruptcy Code.

10. "Control" means the direct or indirect power to direct, or cause the direction of, the management or affairs of an Entity.

11. "Coverage Action" means each and every pending Asbestos/Silica Insurance Action, including the lawsuits captioned: *Harbison-Walker Refractories Co. v. Dresser Industries, Inc., et al. (In re Global Industrial Technologies, Inc.)*, Adv. No. 02-2151 (Bankr. W.D. Pa.); *Dresser Indus., Inc. v. Alba General Ins. Co., et al. (In re Global Industrial Technologies, Inc.)*, Adv. No. 03-03072 (Bankr. W.D. Pa.); *DII Industries, LLC v. Federal-Mogul Prods., Inc., et al. (In re Federal-Mogul Global, Inc.)*, Adv. No. 01-09018 (Bankr. D. Del.); *Kellogg Brown & Root, Inc. v. AIU Ins. Co., et al.*, No. 2003-03653 (Dist. Ct., Harris Cty., Texas); *Sanchez v. Cooper Indus., et al.*, No. 97 Civ. 1569 (D. N.M.), transferred, MDL No. 875 (E.D. Pa.); and *ACE Property & Cas. Ins. Co., et. al. v. DII Industries, LLC, et. al.*, No. 118591/03 (N.Y. Sup. Ct., N.Y. Cty.).

12. "Coverage Dispute" means all disagreements between the Participating Carriers and Releasing Policyholders as to their respective rights and obligations with respect to insurance coverage under the Buyback Policies.

13. "Current Affiliates" means (i) the Halliburton Entities, (ii) each of their present and future parents, subsidiaries, Affiliates, successors, Controlled Entities and assigns, (iii) each of their respective predecessors, assigns, officers, directors and employees, and (iv) any of those Entities' (and their predecessors') former Affiliates, assigns, officers, directors, or employees not included within the definition of Past Affiliates.

14. "Defense Costs" means fees, expenses and costs incurred in the investigation and defense of Claims.

15. "Due Diligence Materials" means the claim submission materials, including documentation of medical and exposure criteria, required by the Asbestos Claimant Settlement Agreements, as set forth in the Plan.

16. "Effective Date" means, as to each Party, the date that such Party executes the Agreement, provided that each of the Policyholders has executed the Agreement.

17. "Entity" means any person, individual, partnership, corporation, limited liability company, joint venture company, partnership, joint stock company, estate, trust, unincorporated association, association, joint stock company, joint venture, estate, trust, unincorporated organization, governmental or any political subdivision thereof, the United States Trustee, or other Entity or being of whatever kind, whether or not operating or existing for profit, including any "person" as such term is defined in section 101(41) of the Bankruptcy Code.

18. "Federal-Mogul" means Federal-Mogul Products, Inc.

19. "Federal-Mogul ACC" means the official committee of asbestos claimants appointed by the office of the United States Trustee in the Federal-Mogul Bankruptcy on or about October 24, 2001 and January 7, 2002.

20. "Federal-Mogul Bankruptcy" means the Chapter 11 bankruptcy cases filed October 1, 2001, by Federal-Mogul and others in the United States Bankruptcy Court for the District of Delaware, *In re Federal-Mogul Global Inc., T&N Limited, et al.*, Case Nos. 01-10578-RTL (jointly administered).

21. "Federal-Mogul Bankruptcy Court" means the United States Bankruptcy Court for the District of Delaware having jurisdiction over the Federal-Mogul Bankruptcy.

22. "Federal-Mogul Future Claimants Representative" means the legal representative for future asbestos-related personal-injury claimants appointed by the Federal-Mogul Bankruptcy Court on or about February 11, 2002.

23. "50/50 Vertical Partition Order" means an order of the Bankruptcy Court that becomes a Final Order approving (1) a vertical partition of each Buyback Policy issued to Studebaker-Worthington and in effect during the period January 1, 1968 to March 1, 1980, and

each Buyback Policy issued to McGraw-Edison and in effect during the period March 1, 1980 to March 1, 1986, pursuant to which 50% of all remaining aggregate limits of any such policy (for all coverages) will be partitioned vertically to DII Industries and the remaining 50% of the aggregate limits will be partitioned vertically to other Entities, as set forth in the Partitioning Agreement, and (2) a fifty percent reduction of all other limits, if any, under each such policy, including a fifty percent reduction of any and all per occurrence limits. Nothing in this paragraph, however, shall be an admission that any of the policies have additional or separate sets of limits of liability and the Agreement shall not be used to imply or to argue that separate sets of limits of exist for any Buyback Policy.

24. "Funding Effective Date" means the fifteenth day after the date on which all of the conditions precedent set forth in Section II below have been satisfied or waived and DII Industries has provided written notice to the Participating Carriers that all of those conditions precedent have been satisfied or waived, or the Effective Date, whichever is later, and if such date is not a Business Day, the first Business Day thereafter.

25. "Halliburton Entities" means each of (a) Halliburton Company, (b) the Debtors, (c) the Halliburton Current Affiliates (as defined in the Glossary), and (d) the present and former directors, officers, agents, attorneys, accountants, consultants, financial advisors, investment bankers, professionals, experts, and employees of any of the foregoing, in their respective capacities.

26. "Harbison-Walker Bankruptcy" means the Chapter 11 bankruptcy case filed by Harbison-Walker and others in the United States Bankruptcy Court for the Western District of Pennsylvania, *In re: Global Industrial Technologies, Inc., et al*, Case No. 02-21626-JKF (jointly administered).

27. "Harbison-Walker Bankruptcy Court" means the United States Bankruptcy Court for the Western District of Pennsylvania having jurisdiction over the Harbison Walker Bankruptcy.

28. "Harbison Walker Order" has the meaning given in Section 2.1(G) of this Agreement.

29. "Indemnified Claim" means any Claim identified in Section 5.1.A or 5.1.B.

30. "Kellogg, Brown & Root" means, Kellogg, Brown & Root, Inc., KBR Technical Services, Inc., Kellogg, Brown & Root Engineering Corporation, Kellogg, Brown & Root International, Inc., a Delaware corporation, Kellogg , Brown & Root, International, Inc., a Panamanian corporation, Kellogg, Brown & Root Services, Inc. and Mid-Valley, Inc.

31. "McGraw-Edison" means McGraw Edison Company.

32. "NL Industries" means NL Industries, Inc., National Lead Company, Abroad Company, and their respective predecessors, successors, and Affiliates.

33. "Non-Participating Carriers" has the meaning given in Section 6.1 of this Agreement.

34. "Other Coverages" means all insurance policies and coverages not set forth on Exhibit 2 of this Agreement, known or unknown, issued or allegedly issued for policy periods incepting prior to or on December 31, 1992 by a Released Carrier to any of the Releasing Policyholders, or under which any Releasing Policyholder claims or may claim to be entitled to insurance coverage or benefits, including, without limitation, any such insurance policies issued to Abroad Corporation, American Locomotive Company, ALCO Products Incorporated, Baroid Corporation, Brown & Root, Inc., Dresser Industries, Inc., Dresser Industries, Halliburton Company, Harbison-Walker Refractories Company (a Pennsylvania corporation), Manning, Maxwell & Moore, McGraw-Edison, National Lead Company, NL Industries, Inc., Reed Rollerbit Company, Studebaker Corporation, Studebaker-Worthington, Inc., Worthington Corporation, Worthington Pump & Machinery Corporation, Worthington Foundation, any of the Halliburton Entities, and/or any Entity identified in Exhibit G to the Disclosure Statement. The term "Other Coverages" shall include (a) all of the coverage programs and insurance policies identified in Plan Exhibit 1, (b) any policies at issue in any Coverage Action and (c) any settlement agreements, coverage-in-place agreements and any other agreements between any Released Carrier and any Releasing Policyholder relating to the Participating Carrier Insurance Policies and/or any of the policies or coverages described in this Section I.C.34. "Other Coverages" shall not, however, include policies, coverages or settlement agreements issued by an Entity that is not a Released Carrier, but which Entity was acquired or is acquired by a Released Carrier after July 1, 2004. In addition, "Other Coverages" shall not include policies, coverages or settlement agreements issued to an Entity that is not a Halliburton Current Affiliate, but which Entity was acquired or is acquired by a Halliburton Current Affiliate after July 1, 2004; provided, however, that this exception shall not apply to any policies, coverages or settlement agreements otherwise included within the definition of "Other Coverages" as of the Effective Date.

35. "Own" or "Ownership" means to own, or possess beneficial ownership of, more than fifty percent (50%) of the equity securities or interest of the Entity, but only so long as such ownership continues.

36. "Participating Carriers" means those insurers that are identified on Exhibit 3 to this Agreement.

37. "Participating Carrier Insurance Policies" means the insurance policies of the Participating Carriers that are identified on Exhibit 2 to this Agreement.

38. "Parties" means the Participating Carriers and Policyholders.

39. "Partitioning Agreement" means the agreement between the Participating Carriers, Dresser Industries, Federal-Mogul, Cooper Industries, Inc., and certain Non-Participating Insurers, dated _______, relating to the 50/50 Vertical Partition Order.

40. "Past Affiliates" means the Halliburton Entities' (and their predecessors') former parents, former subsidiaries, former Affiliates, former controlled entities, or assigns and the successors to any former parent, former subsidiary, former Affiliate, former controlled entity or assign, and their respective officers, directors and employees; <u>provided</u>, <u>however</u>, that the term "Past Affiliates" shall not include (i) any successors to any Entity that currently is an Affiliate of

any Halliburton Entity or (ii) any Entity whose corporate existence ceased (through dissolution, merger, bankruptcy, name change, corporate restructuring or otherwise) while that Entity still was an Affiliate of any Halliburton Entity or any of its predecessors.

41. "Payment Obligations" means all obligations of a Participating Carrier to make cash contributions to DII Industries in the amounts and on the dates identified in Exhibit 4.

42. "Plan" means Debtors' Fourth Amended Joint Prepackaged Plan of Reorganization dated May 17, 2004 for Mid-Valley, Inc., DII Industries, LLC, Kellogg Brown & Root, Inc., KBR Technical Services, Inc., Kellogg Brown & Root Engineering Corporation, Kellogg Brown & Root International, Inc. (a Delaware corporation), Kellogg Brown & Root International, Inc. (a Panamanian corporation), and BPM Minerals, LLC Under Chapter 11 of the United States Bankruptcy Code, as confirmed by the Bankruptcy Court by order entered on or about July 16, 2004, and as affirmed by the District Court on July 26, 2004.

43. "Policyholders" means Halliburton Company, DII Industries LLC and Kellogg, Brown & Root.

44. "Post-1992 Policies" means all insurance policies and coverages incepting after December 31, 1992, known and unknown, issued to or allegedly issued to the Releasing Policyholders, or under which the Releasing Policyholders may claim to be insured or entitled to benefits. "Post-1992 Policies" shall not, however, include policies issued by an Entity that is not a Released Carrier, but which Entity was acquired or is acquired by a Released Carrier after July 1, 2004. In addition, "Post 1992 Policies" shall not include policies issued to an Entity that is not a Halliburton Current Affiliate, but which Entity was acquired or is acquired by a Halliburton Current Affiliate after July 1, 2004; provided, however, that this exception shall not apply to any policy otherwise included within the definition of "Post 1992 Policies" as of the Effective Date.

45. "Released Carriers" means the Participating Carriers and all of their past, present and future parents, subsidiaries, Affiliates, managed entities, predecessors, successors, assigns, officers, directors, agents, attorneys and employees.

46. "Releasing Policyholders" means (i) Policyholders, (ii) Current Affiliates and (iii) Past Affiliates.

47. "Settlement Amount" means the aggregate amount of the Payment Obligations.

48. "Silica Claims" means Silica PI Trust Claims and Silica Property Damage Claims.

49. "Studebaker-Worthington" means Studebaker-Worthington, Inc.

50. "Vertical Partition Non-Products Coverage Claim" means a Claim by any Entity under any Buyback Policy issued to Studebaker-Worthington or McGraw-Edison for insurance coverage for underlying Defense Costs and/or indemnity costs relating to an underlying Claim that is not subject to an aggregate limit in the Buyback Policy.

II. Conditions Precedent to Payment Obligations, Releases and Indemnification

2.1. Unless waived by the Parties in writing as provided in Section 2.2 of this Agreement, the Parties' obligations hereunder, including the Participating Carriers' payment obligations under Section III below, are expressly conditioned on, and subject to, the fulfillment of each of the following conditions precedent:

A. The Bankruptcy Court has approved this Agreement and ordered that the Debtors are bound by the Agreement and the Approval Order.

B. The Approval Order has become a Final Order.

C. The Debtors shall have applied for, and the Bankruptcy Court shall have entered an order amending and/or supplementing the Plan to identify each of the Released Carriers as a Settling Asbestos/Silica Insurance Company on Exhibit 2 to the Plan.

D. The Approval Order must contain findings or conclusions materially as follows:

1. The identification of each Released Carrier in the Asbestos/Silica Insurance Company Injunction is fair and equitable with respect to Entities that might subsequently assert Demands against each such Released Carrier under any Asbestos/Silica Insurance Policy issued by the relevant Participating Carrier.

2. The contributions by the Participating Carriers under the Buyback Policies and Post-1992 Policies constitute reasonable settlements and fair resolutions of the alleged liability of the Released Carriers under the Buyback Policies and Post-1992 Policies for Asbestos Claims and Silica Claims, and such contributions satisfy the liability of the Released Carriers, if any, for Asbestos Claims and Silica Claims under the Buyback Policies and Post-1992 Policies.

E. The Bankruptcy Court has confirmed the Plan pursuant to 11 U.S.C. §§ 1129 and 524(g), such order confirming the Plan has been affirmed by the District Court, and the District Court's affirming order has become a Final Order.

F. The Harbison-Walker Bankruptcy Court shall enter an order that becomes a Final Order providing that payment of the Settlement Amount does not violate the automatic stay imposed by section 362 of the Bankruptcy Code in the Harbison-Walker Bankruptcy or, in the alternative, granting relief from the automatic stay to allow the Policyholders and the Participating Carriers to enter into and carry out the terms of this Agreement (the "Harbison-Walker Order"). The Harbison-Walker Order shall approve the waiver by Harbison-Walker of insurance coverage under all insurance policies issued to Dresser Industries, Inc. and its predecessors, including, Harbison-Walker Refractories Company (a Pennsylvania corporation), in accordance with the terms of the Settlement Agreement and Release by and among DII Industries, Halliburton, Global Industrial Technologies, Inc. and the other GIT Debtors, as approved by the Harbison-Walker Bankruptcy Court on or about December 4, 2003. In addition, Harbison-Walker shall provide the Participating Carriers a written release, in the form of Exhibit 5 to this Agreement.

G. The Bankruptcy Court must enter the 50/50 Vertical Partition Order, and that order must become a Final Order. Policyholders will use their best efforts (i) to seek approval for the 50/50 Vertical Partition Order, and (ii) to obtain the support of and consent to the 50/50 Vertical Partition Order from Federal-Mogul, the Federal-Mogul Future Claimants Representative, and the Federal-Mogul ACC.

H. The Federal Mogul Bankruptcy Court must enter an order approving Federal-Mogul's participation in the Partitioning Agreement, and that order must become a Final Order.

2.2. The fulfillment of the conditions precedent set forth in Section 2.1 above may be waived only if all Parties agree to such waiver in writing.

III. Payments to DII Industries

3.1. If each of the conditions in Section II is either satisfied or waived in accordance with Section 2.2, then the Participating Carriers shall make the following payments to DII Industries:

A. Each of the Participating Carriers shall make cash contributions to DII Industries pursuant to the terms of Exhibit 4 to this Agreement, which sets forth the dates on which payments will be made to DII Industries by each Participating Carrier and the amounts of those payments.

B. In the event that the Funding Effective Date is later than the date of any Payment Obligations set forth on Exhibit 4 to this Agreement, then such Payment Obligation shall be deferred until the Funding Effective Date.

C. The obligations of each Participating Carrier to make payments to DII Industries pursuant to Exhibit 4 to this Agreement shall be several and not joint. Therefore, no Participating Carrier shall be responsible for or have any liability for payments due and owing to DII Industries from any other Participating Carrier.

D. Any Participating Carrier, in its sole discretion and at any time, may pre-pay its Payment Obligation, in whole or in part, discounted to its net present value utilizing a discount rate of 5.5% per annum. Any partial payment made pursuant to this provision shall be applied against the Payment Obligations of such Participating Carrier in the inverse order of their due dates as set forth in Exhibit 4. The Participating Carriers reserve the right to internally allocate any payments made under this Section to any policy years they deem appropriate; provided, however, that any such allocation by a Participating Carrier shall in no way be construed as an acknowledgment by the Policyholders that they concur with such allocation.

E. The Participating Carriers shall (i) not seek reimbursement of any portion of the Settlement Amount from Policyholders under any retrospective premium plan, deductible provision, other self-insurance feature or otherwise under the Buyback Policies, the Post-1992 Policies, any other insurance policy issued to Policyholders or from Policyholders under any

other contract, legal theory, law or otherwise; (ii) not seek contribution, indemnification or reimbursement of any portion of the Settlement Amount from any other insurer of Policyholders, unless such other insurer seeks recovery from the Participating Carrier under a Buyback Policy or a Post-1992 Policy; (iii) not pursue subrogation, equitable or legal indemnity, contribution or reimbursement of the Settlement Amount from any third party in any manner to the extent that would result in that third party's obtaining reimbursement from Policyholders; and (iv) not pursue any recovery against the Asbestos PI Trust or Silica PI Trust. Notwithstanding any of the foregoing, however, nothing contained in this Section 3.1(E) shall limit the rights of the Participating Carriers to make reinsurance claims and pursue their reinsurance recoveries.

IV. Releases

4.1. Releasing Policyholders' Releases

A. Buyback Policies: Releasing Policyholders do hereby fully, finally, and completely remise, release, acquit and forever discharge the Released Carriers of and from any and all past, present or future Claims, whether known or unknown, relating to, arising out of, and/or in connection with: (1) the Buyback Policies; (2) the Coverage Actions; (3) any violation or alleged violation (whether or not in bad faith) of any statute or regulation, including without limitation Unfair Claim Practices Acts or other similar statutes of each of the fifty (50) states (when applicable) concerning, relating to and/or arising out of the Buyback Policies; (4) any negligent undertaking or alleged negligent undertaking by or on the part of any Released Carrier concerning, relating to and/or arising out of the Buyback Policies; or (5) any other misconduct committed or allegedly committed by a Released Carrier prior to the Effective Date concerning, relating to and/or arising out of the Buyback Policies. In furtherance of their express intent to effect the release contained in this Section 4.1(A), Releasing Policyholders, effective as of the Effective Date, expressly waive any and all rights each of them may have under any contract, statute, code, regulation, ordinance, or the common law, that may limit or restrict the effect of a general release of Claims or Demands not known to or suspected to exist in their favor at the time of the execution of this Agreement concerning, relating to and/or arising out of the Buyback Policies. Releasing Policyholders expressly assume the risk that acts, omissions, matters, causes, or things may have occurred or will occur which they do not know and do not suspect to exist.

Without limiting the foregoing releases, Releasing Policyholders acknowledge and agree that Released Carriers shall have no further obligation whatever to provide coverage, defense, indemnity and/or any other benefits relating to, arising out of, and/or in connection with the Buyback Policies. It is expressly agreed and understood that Releasing Policyholders will assert no other or further Claims whatever against the Released Carriers in connection with any liability that has arisen or may arise in the future under the Buyback Policies.

B. Post-1992 Policies: Releasing Policyholders do hereby fully, finally, and completely remise, release, acquit and forever discharge the Released Carriers of and from any and all past, present or future Claims, whether known or unknown, relating to, arising out of, and/or in connection with Asbestos Claims and/or Silica Claims, relating to, arising out of, and/or in connection with: (1) the Post-1992 Policies; (2) Claims that could have been asserted in the Coverage Actions in relation to Asbestos Claims or Silica Claims and the Post-1992 Policies; (3) any violation or alleged violation (whether or not in bad faith) of any statute or regulation,

including without limitation Unfair Claim Practices Acts or other similar statutes of each of the fifty (50) states (when applicable) concerning, relating to and/or arising out of the Post-1992 Policies; (4) any negligent undertaking or alleged negligent undertaking by or on the part of any Released Carriers concerning, relating to and/or arising out of the Post-1992 Policies; or (5) any other misconduct committed or allegedly committed by a Released Carrier prior to the Effective Date concerning, relating to and/or arising out of the Post-1992 Policies. In furtherance of their express intent to effect the release contained in this Section 4.1(B), Releasing Policyholders, effective as of the Effective Date, expressly waive any and all rights each of them may have under any contract, statute, code, regulation, ordinance, or the common law, that may limit or restrict the effect of a general release of Claims or Demands not known to or suspected to exist in their favor at the time of the execution of this Agreement concerning, relating to and/or arising out of the Post-1992 Policies and Asbestos Claims or Silica Claims. Releasing Policyholders expressly assume the risk that acts, omissions, matters, causes, or things may have occurred or will occur which they do not know and do not suspect to exist.

Without limiting the foregoing releases, Releasing Policyholders acknowledge and agree that Released Carriers shall have no further obligation whatever to provide coverage, defense, indemnity and/or any other benefits relating to, arising out of, and/or in connection with any Asbestos Claims or Silica Claims that have arisen or may arise under the Post-1992 Policies. It is expressly agreed and understood that Releasing Policyholders will assert no other or further Claims whatever against the Released Carriers in connection with any Asbestos Claim or Silica Claim that has arisen or may arise in the future under the Post-1992 Policies.

4.2. Participating Carriers' Release

A. Buyback Policies: Participating Carriers, on behalf of themselves and their respective affiliated Released Carriers, do hereby fully, finally, and completely remise, release, acquit and forever discharge the Halliburton Entities of and from any and all past, present or future Claims, whether known or unknown, relating to, arising out of, and/or in connection with: (1) the Buyback Policies; (2) the Coverage Actions; (3) any violation or alleged violation (whether in bad faith or not) of any statute or regulation, including without limitation Unfair Claim Practices Acts or other similar statutes of each of the fifty (50) states (when applicable) concerning, relating to and/or arising out of the Buyback Policies; (4) any negligent undertaking or alleged negligent undertaking by or on the part of the Halliburton Entities concerning, relating to and/or arising out of the Buyback Policies; or (5) any other misconduct committed or allegedly committed by a Halliburton Entity prior to the Effective Date concerning, relating to and/or arising out of the Buyback Policies. In furtherance of their express intent to effect the release contained in this Section 4.2(A), Participating Carriers, on behalf of the themselves and Released Carriers, as of the Effective Date, expressly waive any and all rights each of them may have under any contract, statute, code, regulation, ordinance, or the common law, that may limit or restrict the effect of a general release of Claims or Demands not known to or suspected to exist in their favor at the time of the execution of this Agreement concerning, relating to and/or arising out of the Buyback Policies. Participating Carriers, on behalf of themselves and their respective affiliated Released Carriers, expressly assume the risk that acts, omissions, matters, causes, or things may have occurred or may occur which they do not know and do not suspect to exist.

Without limiting the foregoing releases, Participating Carriers acknowledge and agree that the Halliburton Entities shall have no further obligation under the Buyback Policies. It is expressly agreed and understood that the Released Carriers will assert no other or further Claims whatever against the Halliburton Entities in connection with any liability whatever that has arisen or will arise in the future under the Buyback Policies.

B. Post-1992 Policies: Participating Carriers, on behalf of themselves and their respective affiliated Released Carriers, do hereby fully, finally, and completely remise, release, acquit and forever discharge the Halliburton Entities of and from any and all past, present or future Claims, whether known or unknown, relating to, arising out of, and/or in connection with Asbestos Claims and Silica Claims, relating to, arising out of, and/or in connection with: (1) the Post-1992 Policies; (2) Claims that could have been asserted in the Coverage Actions in relation to Asbestos Claims or Silica Claims and the Post-1992 Policies; (3) any violation or alleged violation (whether or not in bad faith) of any statute or regulation, including without limitation Unfair Claim Practices Acts or other similar statutes of each of the fifty (50) states (when applicable) concerning, relating to and/or arising out of the Post-1992 Policies; (4) any negligent undertaking or alleged negligent undertaking by or on behalf of the Halliburton Entities concerning, relating to and/or arising out of the Post-1992 Policies; or (5) any other misconduct committed or allegedly committed by a Halliburton Entity prior to the Effective Date concerning, relating to and/or arising out of the Post-1992 Policies. In furtherance of Released Carriers' express intent to effect the release contained in this Section 4.2(B)., Participating Carriers, on behalf of themselves and their respective affiliated Released Carriers, effective as of the Effective Date, expressly waive any and all rights they may have under any contract, statute, code, regulation, ordinance, or the common law, which may limit or restrict the effect of a general release of Claims not known to or suspected to exist in their favor at the time of the execution of this Agreement concerning, relating to and/or arising out of the Post-1992 Policies and Asbestos Claims or Silica Claims. Participating Carriers, on behalf of themselves and their respective affiliated Released Carriers, expressly assume the risk that acts, omissions, matters, causes, or things may have occurred or will occur which they do not know and do not suspect to exist.

Without limiting the foregoing releases, Participating Carriers acknowledge and agree that the Halliburton Entities shall have no further obligation whatever under the Post-1992 Policies relating to, arising out of, or in connection with any Asbestos Claims or Silica Claims. It is expressly agreed and understood that Released Carriers will assert no other or further Claims against the Halliburton Entities in connection with any Asbestos Claim or Silica Claim that has arisen or may arise in the future under the Post-1992 Policies.

V. Indemnification

5.1. Indemnification Obligations

A. Halliburton Company, its successors and assigns, and any Policyholder insured under the relevant Buyback Policy (collectively, "Indemnifying Policyholders"), jointly and severally, agree to defend, indemnify, save and hold harmless Released Carriers, fully and without a cap, from and against any and all past, present or future Claims, Demands, damages, losses, penalties, liabilities, costs, expenses (including reasonable attorneys' fees) and

compensation of every kind and nature whatever (including those for punitive or exemplary damages, contribution, indemnity or subrogation) relating to, arising out of, and/or in connection with any Buyback Policy. This indemnification shall include:

1. Claims by any Entity claiming to be an insured, named insured, additional insured, third party beneficiary, successor to any insured, named insured, additional insured, or third party beneficiary, or otherwise entitled to any rights, benefits, payments, coverage, or compensation under any of the Buyback Policies under which any Current Affiliate is identified as the first named insured (e.g., a policy issued to Dresser Industries, Inc. or Brown & Root, Inc.);

2. Claims by any Entity claiming to be an insured, named insured, additional insured, third party beneficiary, successor to any insured, named insured, additional insured, or third party beneficiary, or otherwise entitled to any rights, benefits, payments, coverage, or compensation under that portion of any Buyback Policy issued to Studebaker-Worthington or McGraw-Edison partitioned to DII Industries in, or reduced by, the 50/50 Vertical Partition Order.

3. Claims by any Entity claiming to be an insured, named insured, additional insured, third party beneficiary, successor to any insured, named insured, additional insured, or third party beneficiary or otherwise entitled to any rights, benefits, payments, coverage, or compensation under any of the Buyback Policies issued to any of the Past Affiliates to the extent that any Halliburton Entity, as of the Effective Date, had the right, power or authority to release that Entity's alleged rights to coverage under those policies (e.g., a policy issued to Harbison-Walker Refractories Company (a Pennsylvania Corporation));

4. Claims by any Entity, including other insurers, for indemnity, contribution or subrogation based on an obligation or duty arising out of or alleged to arise out of the Buyback Policies; and

5. Claims by any other Entity who does not qualify as an insured under any of the Buyback Policies based upon an obligation or duty arising out of or alleged to arise out of the Buyback Policies.

B. Indemnifying Policyholders, jointly and severally, agree to defend, indemnify, save and hold harmless Released Carriers, fully and without a cap, from and against any and all past, present or future Claims, Demands, damages, losses, penalties, liabilities, costs, expenses (including reasonable attorney's fees) and compensation of every kind and nature whatever (including, but not limited to, those for punitive or exemplary damages, contribution, indemnity or subrogation) by any Entity relating to, arising out of, and/or in connection with the Post-1992 Policies, but only to the extent that such Claims relate to, arise out of, and/or are in connection with Asbestos Claims or Silica Claims.

C. Notwithstanding Sections 5.1.A. and 5.1.B. above, Indemnifying Policyholders shall have no indemnification obligation to any Released Carrier for:

1. Claims by Cooper Industries, Inc., including any Entity that it has the power to legally bind in the Partitioning Agreement, or Federal-Mogul, including any Entity

that it has the power to legally bind to the Partitioning Agreement, under any Buyback Policy issued to Studebaker-Worthington or McGraw-Edison;

2. Claims by any Entity, other than a Halliburton Entity, for coverage under that portion of any Buyback Policy issued to Studebaker-Worthington or McGraw-Edison not partitioned to DII Industries in, or not reduced by, the 50/50 Vertical Partition Order (it being agreed and understood that any Claim by any Entity under any Buyback Policy issued to Studebaker-Worthington or McGraw-Edison partitioned to DII Industries in, or reduced by, the 50/50 Vertical Partition Order shall be an Indemnified Claim);

3. Claims by any Entity, other than a Halliburton Entity, for coverage under any Buyback Policy issued to Studebaker-Worthington or McGraw-Edison for which the Released Carrier that issued that policy received written notice, prior to October 28, 2004, from such Entity claiming to be an insured, or claiming to be entitled to receive benefits under the policy, of either (a) the Claim or (b) a substantially-related Claim based on the identity of the claimant, injury (or damage), cause of injury (or damage) and location of injury (or damage). If actual written notice of such a Claim was received by the carrier that issued a particular policy under which such Entity sought coverage, that carrier can not avoid the effects of this subparagraph C.3. by asserting the technicality that the notice mistakenly referenced a different Affiliate (not engaged in the business of reinsurance) of that carrier.

4. Claims for reinsurance;

5. Claims by any Entity, other than a Halliburton Entity, relating to Buyback Policies or Post-1992 Policies issued in favor of NL Industries, except for Baroid Claims;

6. Claims by Bombardier (or any of its predecessors, successors, or Affiliates) for coverage, or claims by any insurer of Bombardier (or any of its predecessors, successors, or Affiliates), under policies issued, prior to December 31, 1969, to American Locomotive Company, Alco Products, Inc. (a New York company) or Alco Products, Inc. (a Delaware company);

7. Except as provided in Section 5.1.A.1. and 5.1.A.2. above, Claims (other than Baroid Claims) by any Entity, other than a Halliburton Entity, claiming to be an insured, named insured, additional insured, third party beneficiary, or otherwise entitled to any rights or benefits under any of the Buyback Policies issued to any of the Past Affiliates, but only to the extent the Halliburton Entities, as of the Effective Date, did not have the right, power or authority to release that Entity's alleged rights to coverage under those policies;

8. Settlements of Indemnified Claims relating to Vertical Partition Non-Products Coverage Claims to which Policyholders did not consent, but only if Policyholders' consent was not unreasonably withheld; or

9. Claims for punitive or exemplary damages not relating to or arising out of (i) the Agreement, including the negotiation and execution thereof, (ii) the Partitioning Agreement, including the negotiation and execution thereof, (iii) the Chapter 11 Case, (iv) the

Coverage Actions, or (v) Policyholders' handling of any Indemnified Claim pursuant to Section 5.2.

5.2. Handling of Indemnified Claims

A. Each Released Carrier promptly shall forward to DII Industries any demand, notice, summons or other process received by it in connection with any Indemnified Claim. Indemnifying Policyholders shall acknowledge promptly in writing whether they agree or disagree that the submitted Claim is an Indemnified Claim under this Agreement.

B. Indemnifying Policyholders shall have the right to select defense counsel to defend the Indemnified Claim, but Indemnifying Policyholders shall solicit and consider the views of the affected Released Carrier(s) regarding such selection and shall also obtain the consent of the affected Released Carrier(s) to any such selection, which consent shall not be unreasonably withheld. Nothing herein shall constitute any waiver of the Released Carriers' attorney-client privilege. Following solicitation and consideration of the views of the affected Released Carriers and the selection of defense counsel, Policyholders shall have the right to direct the defense of the Indemnified Claim; provided however, that:

1. Indemnifying Policyholders shall take no position on behalf of the affected Released Carriers, substantive or procedural, without their written consent;

2. in any filing, Indemnifying Policyholders shall state in the caption of the filing that it is filed by "Halliburton as indemnitor of" the affected Released Carriers;

3. Indemnifying Policyholders shall provide the affected Released Carriers with draft copies of all pleadings, briefs, discovery requests and responses and other court papers and correspondence sufficiently in advance of filing, service or mailing to permit the affected Released Carriers a reasonable opportunity to review and comment on same; and

4. Indemnifying Policyholders shall (a) resist production of the affected Released Carriers' documents, information and witnesses upon the determination by the affected Released Carriers that they are not properly discoverable, and (b) produce documents and information of the affected Released Carriers that Indemnifying Policyholders may have in their possession only pursuant to applicable rules, including subpoena rules.

5.3. Partially Indemnified Coverage Claims. If a Claim for insurance coverage under a Buyback Policy results in an indemnity payment that is partially indemnified and partially not indemnified because of the operation of the 50/50 Vertical Partition Order (a "Straddle Claim"), then the defense costs associated with such Straddle Claim shall be split between the indemnified and non-indemnified portions in the same ratio as the indemnity costs.

VI. Judgment Reduction

6.1. In the event any Claim brought by a Current Affiliate against any insurer other than a Released Carrier (a "Non-Participating Carrier") results in an adjudication, whether in court or another tribunal under which the Current Affiliate would have been entitled to coverage from a Released Carrier under (a) the Buyback Policies or (b) Post-1992 Policies for an Asbestos

Claim or Silica Claim beyond the amounts paid under this Agreement, and the recovery the Current Affiliate obtains against the Non-Participating Carrier includes amounts attributed or allocated to a Released Carrier, the Current Affiliate shall not seek to obtain payments from such Non-Participating Carrier, or to enforce any related judgment to the extent that any sum represents any Released Carrier's attributed or allocated share of any obligation owed to the Current Affiliate.

6.2. In the event a Current Affiliate obtains a judgment or arbitration award against any Non-Participating Carrier in connection with a Claim, and that Non-Participating Carrier thereafter obtains a judgment or arbitration award against a Released Carrier on the ground that the judgment or arbitration award granted to the Current Affiliate against the Non-Participating Insurer included sums for which a Released Carrier is liable under (a) the Buyback Policies or (b) the Post-1992 Policies for an Asbestos Claim or a Silica Claim, the Policyholders, jointly and severally, shall direct the Current Affiliate in such a manner as to cause the Released Carrier not to be subjected to liability for the judgment or arbitration award against it by reducing the Current Affiliate's judgment or arbitration award against the Non-Participating Carrier. Such a reduction in judgment or arbitration award will be accomplished by subtracting from the judgment or arbitration award against the Non-Participating Carrier the share of the judgment or arbitration award, if any, that is attributable to the Released Carrier. To ensure that such a reduction is accomplished, the Released Carrier shall be entitled to assert this Section 6.2 as a defense in any Claim against it for any such portion of the judgment or arbitration award (and the Policyholders shall cause the applicable Current Affiliate(s) to advocate in favor of such a position), and shall be entitled to have the court or appropriate tribunal issue such orders as are necessary to effectuate the reduction to protect the Released Carrier from any liability for the judgment or arbitration award.

VII. Continuing Litigation

7.1. Pending the fulfillment or waiver of all Conditions Precedent as set forth in Section II, (i) the Parties agree to seek a stay of each of the Coverage Actions, and (ii) the Participating Carriers may continue to prosecute their objections in the Bankruptcy Court and appeals of any orders entered by the Bankruptcy Court or the District Court except that the Policyholders and the Participating Carriers shall file a stipulated motion asking the United States Court of Appeals for the Third Circuit to stay proceedings in the consolidated appeals currently pending in that court (Nos. 04-1851, 04-1960, and 04-2049). Notwithstanding anything in this provision or the Agreement to the contrary, after the Effective Date and upon the satisfaction or waiver of all Conditions Precedent set forth in Section 2.1 (except for the requirement in Section 2.1(E) that the Bankruptcy Court or District Court orders have become Final Orders), the Participating Carriers shall immediately (i) discontinue the prosecution of any objections in the Bankruptcy Court and any appeals of any orders entered by the Bankruptcy Court, (ii) take all steps necessary to withdraw, waive or dismiss with prejudice all such objections or appeals and (iii) take all steps necessary to withdraw, waive or dismiss with prejudice Insurers' Emergency Motion, per Rule 59(E), to Vacate Order Affirming Confirmation Order and any and all joinders thereto. Prior to the satisfaction of all such conditions precedent, with respect to proceedings in the District Court on (x) any appeals by any Participating Carrier of the Confirmation Order entered by the Bankruptcy Court, (y) any other orders entered by the Bankruptcy Court in connection with confirmation of the Plan (including but not limited to any

final order denying the Participating Carriers standing to object to the Plan), or (z) any request by Debtors for entry of an order affirming the issuance of the Asbestos/Silica Insurance Company Injunction, the Policyholders and the Participating Carriers shall stipulate to a schedule under which the deadline for the Participating Carriers to file briefs shall be deferred until the earlier of the fulfillment or waiver of the conditions precedent set forth in Section 2.1 or December 1, 2004.

VIII. Legislative Contingency

8.1 The Parties recognize that there are current efforts to enact federal legislation to address asbestos litigation. Any Participating Carrier, in its sole discretion, may elect to terminate its obligations under this Agreement, through and including January 3, 2005, if a bill becomes federal law that, at any time materially limits or controls the prosecution of asbestos claims in the state or federal courts or in any other forum. This provision is intended to encompass what is commonly understood to be "asbestos reform" legislation and is not intended to encompass general tort reform, class action reform, malpractice reform, or tax reform legislation. If a Participating Carrier so elects, such Participating Carrier shall have no further obligations under this Agreement and, as between that Participating Carrier and all of the Policyholders only, this Agreement shall be null and void as if this Agreement had never existed between Policyholders and the terminating Participating Carrier. A Participating Carrier's decision to terminate its obligations under this Agreement shall not affect the obligations of the other Participating Carriers or Policyholders.

IX. Coverage Litigation

9.1. Immediately upon the fulfillment or waiver of the conditions set forth in Sections II and VIII of this Agreement, Policyholders, and all Participating Carriers shall dismiss with prejudice and without costs all claims against each other in each of the Coverage Actions. Policyholders will use their best efforts to have Harbison-Walker also dismiss with prejudice and without costs all of its Claims against the Participating Carriers; to the extent Harbison-Walker does execute such dismissals, the Participating Carriers shall dismiss with prejudice and without costs all of their Claims against Harbison-Walker.

X. Access to Due Diligence Materials

10.1. Each Participating Carrier shall have the right, from time to time, at its own expense and upon reasonable notice, at times and places convenient to Policyholders, to review and/or audit the Due Diligence Materials.

XI. Payment Obligation Assignments

11.1. Subject to Section 11.2 below, each Policyholder may from time to time assign all or any part of its rights to the Payment Obligations to any Affiliate of the Policyholder or any special purpose entity organized to effect a securitization of its rights in and to such Payment Obligations by or on behalf of the Policyholder or any such Affiliate (each a "Permitted Policyholder Assignee"). Each Policyholder or any Permitted Policyholder Assignee may also collaterally assign its rights in and to the Payment Obligations as security for any loan or similar credit transaction by such Policyholder or any such Permitted Policyholder Assignee to the

lender or a fiduciary thereof (each a "Collateral Assignee"). In the case of either a direct assignment to a Permitted Policyholder Assignee or a collateral assignment to a Collateral Assignee, the Policyholder or Permitted Policyholder Assignee shall at all times ensure that all Payment Obligation payments shall in all cases be made to a single payee, which must be a reputable financial institution (and may be acting as trustee, agent or other fiduciary capacity). Any Collateral Assignee may assign its rights in and to the Payment Obligation (s) to any Entity in the event of a default in the underlying loan or credit transaction after which any such assignee may assign its rights in and to the Payment Obligation(s) without restrictions.

11.2. The Policyholder must provide each affected Participating Carrier with not less than fifteen (15) days prior written notice of any assignment of a Payment Obligation under Section 11.1, which notice must include complete and accurate copies of all transfer, assignment, loan and other agreements and documents that will govern, memorialize or otherwise relate to the proposed assignment. All such agreements and documents must be in form and substance acceptable to the affected Participating Carrier(s), provided that such Participating Carrier(s) shall not unreasonably withhold or delay their approval thereof. Participating Carriers hall have no obligation to recognize any assignment or purported assignment that is not effected in full compliance with this Section XI.

11.3. No assignment(s) of Payment Obligations under this Section XI shall modify or assign any of the obligations of Policyholders under this Agreement.

XII. Dispute Resolution

12.1. If any dispute should arise concerning the terms, meaning or implementation of this Agreement, the affected Parties shall use their best efforts to reach a prompt resolution of such dispute, but in the event that they are unable to do so, all such disputes shall be determined by the alternative dispute resolution procedures set forth below.

A. Negotiation and Mediation: The affected Parties shall attempt, in good faith, to promptly resolve through negotiation any dispute relating to the issues described in this Paragraph. If the matter has not been resolved within thirty (30) days after the initiation of discussions (or within such other period as the affected Parties mutually agree), the affected Parties shall further attempt in good faith to resolve the controversy or claim through mediation in accordance with the then-current American Arbitration Association Commercial Mediation Procedures. The affected Parties agree to utilize the services of Mediator David Geronemus, if he is available.

B. Arbitration: If the matter has not been resolved pursuant to the aforesaid mediation procedure within sixty (60) days after the commencement of such procedure (or within such other period as the affected Parties mutually agree) or if any affected Party fails to participate in the mediation, the controversy shall be settled by arbitration administered by the American Arbitration Association and in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. Such arbitration shall be conducted by an arbitrator to be selected by mutual agreement of the affected Parties. If the parties are unable to agree on a single arbitrator, then the matter shall be heard by a panel of three [3] arbitrators, composed of three competent disinterested persons, with the affected Policyholder(s)

selecting a single arbitrator, the affected Participating Carrier(s) selecting a single arbitrator and the third arbitrator, who shall serve as chairperson, to be selected by the two arbitrators so chosen. The selection of an arbitrator or arbitrators shall be completed within 30 days of notice of receipt of the matter by the American Arbitration Association. Upon the arbitrators assuming their positions as arbitrators, all Parties to the dispute shall be prohibited from any ex parte communications with any of the selected Arbitrators until completion of the arbitration. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The arbitrator(s) may award to the prevailing affected Party fees and costs incurred in connection with such proceeding, or if each affected Party prevails in part, the arbitrator(s) may appropriately allocate fees and costs in proportion to each affected Party's success in the arbitration. In the event that an affected Party refuses to arbitrate a claim in accordance with this Agreement, any other affected Party may move any court in the United States with jurisdiction to compel the refusing affected Party to arbitrate the claim.

C. Limitation of Remedies: The procedures specified in this Paragraph shall be the sole and exclusive procedures for the resolution of disputes between the Parties relating to the issues described in this Paragraph. While the procedures specified in this Paragraph are pending, all applicable statutes of limitation or other time limitations upon claims or defenses between the Parties shall be tolled, and the Parties shall take such action, if any, as is required to effectuate such tolling.

XIII. Representations and Warranties

Each Party represents and warrants to the other Parties as follows:

13.1. Organization: Such Party is duly organized and validly existing under the laws of its jurisdiction of incorporation or organization and has all necessary power and authority to enter into, and to perform, its obligations under this Agreement. Such Party is duly authorized to conduct business and is in good standing in each jurisdiction where such authorization is required to conduct its business or perform its obligations under this Agreement, except where the failure to be so authorized or in good standing would not impair, restrict or limit its ability to perform its obligations under this Agreement.

13.2. Authorization: Such Party has all requisite legal power and authority to execute, deliver and perform this Agreement (except, in the case of the Debtors, for the requirement that they obtain Bankruptcy Court approval of their entry into and performance of this Agreement). The execution and delivery of this Agreement by such Party, the performance by such Party of its obligations under this Agreement, and the consummation by such Party of the transactions contemplated by this Agreement have been duly and validly authorized and approved by all necessary action on behalf of such Party.

13.3. Binding Agreement: This Agreement has been duly executed and delivered by such Party, and (assuming due authorization, execution and delivery by each other Party) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except to the extent that enforcement may be limited by applicable bankruptcy, insolvency and other laws of general applicability affecting the

enforcement of rights of creditors and by general equity principles, and, in the case of the Debtors, for the requirement that they obtain Bankruptcy Court approval of their entry into and performance of this Agreement.

13.4. Representation and Negotiation: This Agreement has been thoroughly negotiated and analyzed by each Party and its respective counsel, each Party has sought and/or received the advice of counsel prior to the execution of this Agreement and the Agreement has been executed and delivered in good faith, pursuant to arms-length negotiations, and for good and valuable consideration.

XIV. No Admission of Liability/No Endorsement of Plan

14.1. Except as necessary to enforce any undertakings set forth in this Agreement, nothing contained in this Agreement is or shall be deemed to be (a) an admission by any Participating Carrier that any other Party is entitled to any insurance coverage with respect to Asbestos Claims, Silica Claims or any other Claims or as to the validity of any of the coverage positions that have been or could have been asserted by those Parties; or (b) an admission by the Policyholders as to the validity of any of the coverage positions or defenses to coverage that have been or could have been asserted by the Participating Carriers with respect to Asbestos Claims, Silica Claims or any other Claims.

14.2. By entering into this Agreement, the Parties have not waived and shall not be deemed to have waived any right, obligation, privilege, defense or position they may have asserted or might assert in connection with any Claim, matter, Entity or insurance policy outside the scope of this Agreement.

14.3. This Agreement represents a compromise of disputed Claims and shall not be deemed an admission or concession by any Party of liability, culpability, or wrongdoing. The Participating Carriers' entry into this Agreement does not constitute an endorsement of the proposed or confirmed Plan or a statement of position of any kind as to whether the Plan as proposed or confirmed is lawful or unlawful, or whether it reflects a proper or appropriate use or application of the Bankruptcy Code.

XV. Binding Effect

15.1. This Agreement shall be binding upon and inure to the benefit of the Parties and their predecessors and present and future parent corporations, subsidiaries, Affiliates, successors, assigns, trustees, administrators, and, as between the Parties, upon all Persons and Entities who claim or could claim insurance coverage under the Buyback Policies or the Post-1992 Policies.

XVI. Further Assurances

16.1. The Parties shall execute such further documents and agreements and take or cause to be taken such further action as may from time to time be reasonably requested by a Party in order to more effectively carry out the intent and purposes of this Agreement as well as the Partitioning Agreement entered by, inter alia, the Parties to this Agreement. In amplification of the preceding, all Parties shall not assert or take any position(s) in any litigation, proceeding,

arbitration or otherwise that is inconsistent with or contrary to the terms or intent of this Agreement or the Partitioning Agreement. Furthermore, in any litigation concerning any of the Buyback Policies issued to Studebaker-Worthington or McGraw Edison to which a Party is a plaintiff or a defendant, each such Party shall affirmatively take positions that (a) support and seek to implement the provisions to this Agreement and the Partitioning Agreement, including, but not limited to, paragraphs III.A-D, V.D., and VII.A-E thereof, and (b) the limits of liability allocated to DII Industries in accordance with the Partitioning Agreement were exhausted by the payments that the Participating Carriers have to make to DII Industries as a result of this Agreement. Further, the Parties agree that this Further Assurances provision is a material consideration to each of the Parties to enter this Agreement.

XVII. Miscellaneous

17.1. This Agreement is the result of extensive negotiations between the Parties. No Party shall be deemed the drafter of this Agreement. Therefore, any ambiguities cannot, and should not, be construed against any Party pursuant to the doctrine of "contra preferentem," nor is this Agreement a policy of insurance, and it cannot and should not be construed against the Participating Carriers on the basis of their identity as insurers.

17.2. Failure to require performance of any aspect of this Agreement does not constitute a waiver of future performance.

17.3. This Agreement is an integrated agreement and contains the entire agreement among the Parties regarding the matters herein. No representations, warranties, promises or inducements, whether oral, written, express or implied, have been made or relied on by any Party other than as set forth in this Agreement. This Agreement prevails over prior communications, negotiations and term sheets between and among the Parties regarding the matters herein. This Agreement may not be amended or modified except by a written instrument signed by all of the Parties affected thereby.

17.4. Except as expressly provided for in this Agreement, nothing in this Agreement shall create any third-party beneficiary rights in any Entity that is not a Party to this Agreement nor shall any Entity not a party to the Agreement derive any benefit therefrom. In the event that any action or proceeding of any type whatever is commenced or prosecuted by any Entity not a Party hereto to invalidate, interpret, or prevent the validation, enforcement, or carrying out of all or any of the provisions of this Agreement, the Parties mutually agree, represent, warrant, and covenant to cooperate in opposing such action or proceeding.

17.5. Any notices, requests and demands required or permitted to be provided under the Agreement, in order to be effective, shall be in writing, and unless otherwise expressly provided herein, shall be deemed to have been duly given and made when actually delivered, or in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed to the recipient(s) at the address(es) set forth on Exhibit 6 to this Agreement.

17.6. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which when taken together shall constitute the same instrument. Each Party shall deliver one duly executed counterpart to the other Parties.

Each counterpart may be delivered by facsimile transmission, and a faxed signature shall have the same force and effect as an original signature.

17.7. The Parties shall agree on the terms of the press releases to be issued upon the execution of this Agreement and shall consult with each other before issuing any other press releases with respect to this Agreement and the transactions contemplated herein, including any termination of this Agreement for any reason.

17.8. This Agreement is a confidential mediation document. Except for disclosure to Harbison-Walker, the terms of this Agreement shall remain confidential until it is presented to the Bankruptcy Court for approval. Presentation of this Agreement to the Bankruptcy Court of the District Court for approval shall not constitute a waiver of the mediation privilege and other privileges attaching to the parties confidential negotiations leading up to this Agreement.

17.9. Nothing in this Agreement shall impact in any way the reinsurance rights of the Participating Carriers. Moreover, notwithstanding the scope of the mutual releases provided herein, nothing in those releases are meant to release any Entity in its capacity as a reinsurer of any other Participating Carrier under any of the policies or Claims or demands referred to in this Agreement.

17.10. Except as expressly set forth herein, any and all obligations owed by any Party under this Agreement are several and not joint. Therefore, except as expressly set forth herein, no Party shall be responsible for another Party's performance of this Agreement.

17.11. This Agreement shall be governed by, and shall be construed in accordance with the laws of the State of New York without regard to choice of law rules. The Parties' consent to the application of the laws of the State of New York to this Agreement does not constitute an admission by any Party that the laws of the State of New York apply to the Buyback Policies or the Post-1992 Policies nor to any claims made thereunder.

IN WITNESS WHEREOF, this Settlement Agreement and Release, consisting of _____pages, including the signature pages and _____attachments, has been read and signed by the duly authorized representatives of the Parties on the dates set forth below.

BY:

Halliburton Company

By: ______________________________

Title: ______________________________

Date: ______________________________

DII Industries, LLC

By: ______________________________

Title: ______________________________

Date: ______________________________

Kellogg, Brown & Root, Inc.

By: ______________________________

Title: ______________________________

Date: ______________________________

Hartford Accident and Indemnity Company, First State Insurance Company, Hartford Casualty Insurance Company, New England Insurance Company, Nutmeg Insurance Company and Twin City Fire Insurance Company.

By: ______________________________

Title: ______________________________

Date: ______________________________

Zurich American Insurance Company as successor-in-interest to Zurich Insurance Company U.S. Branch by operation of law, Zurich Insurance Company (Switzerland), Zurich International (Bermuda), Ltd., Maryland Casualty Company, for itself and for all liabilities assumed under policies issued by American General Insurance Company, and all other Zurich-related companies.

By: ______________________________

Title: ______________________________

Date: ______________________________

Allianz AG, successor in interest to Allianz Versicherungs AG

By: ______________________________

Title: ______________________________

Date: ______________________________

Allianz Global Risks U.S. Insurance Company, formerly known as Allianz Insurance Company and Allianz Underwriters Insurance Company, formerly known as Allianz Underwriters, Inc.

By: ______________________________

Title: ______________________________

Date: ______________________________

Travelers Casualty and Surety Company, formerly known as The Aetna Casualty and Surety Company, and The Travelers Indemnity Company.

By: ______________________________

Title: ______________________________

Date: ______________________________

Appalachian Insurance Company.

By: ______________________________

Title: ______________________________

Date: ______________________________

Everest Reinsurance Company and Mt. McKinley Insurance Company.

By: ______________________________

Title: ______________________________

Date: ______________________________

Employers Reinsurance Corporation.

By: ______________________________

Title: ______________________________

Date: ______________________________

Westport Insurance Corporation, formerly known as Puritan Insurance Company.

By: ______________________________

Title: ______________________________

Date: ______________________________

Continental Insurance Company for itself and as successor in interest to the policies issued and alleged to be issued by Harbor Insurance Company, Fidelity and Casualty Company of New York, Columbia Casualty Company, Continental Casualty Company, and Transcontinental Insurance Company.

By: ______________________________

Title: ______________________________

Date: ______________________________

Century Indemnity Company, Pacific Employers Insurance Company, U.S. Fire Insurance Company, Central National Insurance Company of Omaha, St. Paul Mercury Insurance Company and ACE Property and Casualty Insurance Company.

By: ____________________________

Title: ____________________________

Date: ____________________________

One Beacon America Insurance Company

By: ____________________________

Title: ____________________________

Date: ____________________________

All insurers within the Fairfax Financial Holdings Limited organization, including, but not limited to TIG Insurance Company, individually, and as successor by merger to International Insurance Company and International Surplus Lines Insurance Company, and United States Fire Insurance Company.

By: ____________________________

Title: ____________________________

Date: ____________________________

Stonewall Insurance Company.

By: ______________________________

Title: ______________________________

Date: ______________________________

Evanston Insurance Company.

By: ______________________________

Title: ______________________________

Date: ______________________________

Associated International Insurance Company.

By: ______________________________

Title: ______________________________

Date: ______________________________

Providence Washington Insurance Company.

By: ______________________________

Title: ______________________________

Date: ______________________________

Insco Limited.

By: ______________________________

Title: ______________________________

Date: ______________________________

Mutual Marine Office, Inc. as managing agent and as attorney in fact for Employers Mutual Casualty Company and Boston Manufacturers Mutual Insurance Company (n/k/a Arkwright Insurance Company).

By: ______________________________

Title: ______________________________

Date: ______________________________

Fireman's Fund Insurance Company.

By: ______________________________

Title: ______________________________

Date: ______________________________

National Surety Corporation.

By: ______________________________

Title: ______________________________

Date: ______________________________

Federal Insurance Company.

By: ______________________________

Title: ______________________________

Date: ______________________________

Allstate Insurance Company, for itself and as successor in interest to Northbrook Excess and Surplus Insurance Company, f/k/a Northbrook Insurance Company.

By: ______________________________

Title: ______________________________

Date: ______________________________

Sentry Insurance a Mutual Company, as assumptive reinsurer of Great Southwest Fire Insurance Company.

By: ______________________________

Title: ______________________________

Date: ______________________________

Northwestern National Insurance Company, individually and as successor to Universal Reinsurance Corporation and to Bellefonte Underwriters Insurance Company and to Bellefonte Reinsurance Company (formerly Bellefonte Insurance Company).

By: ______________________________

Title: ______________________________

Date: ______________________________

General Electric Casualty Insurance Company and its predecessor Colonial Penn Insurance Company and Heritage Casualty Insurance Company as their reinsurer and attorney in fact.

By: ______________________________

Title: ______________________________

Date: ______________________________

Royal Insurance Company.

By: ______________________________

Title: ______________________________

Date: ______________________________

Yosemite Insurance Company.

By: ______________________________

Title: ______________________________

Date: ______________________________

Swiss Reinsurance Company.

By: ______________________________

Title: ______________________________

Date: ______________________________

American Re-Insurance Company.

By: ______________________________

Title: ______________________________

Date: ______________________________

Executive Risk Indemnity, Inc. (as successor in interest to American Excess Insurance Company).

By: ______________________________

Title: ______________________________

Date: ______________________________

European General Reinsurance Company.

By: ______________________________

Title: ______________________________

Date: ______________________________

Exhibit One

[Form Approval Order]

IN THE UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF PENNSYLVANIA

In re:	)	Jointly Administered at
	)	Case No. 03-35592-JKF
MID-VALLEY, INC., *et al.*,	)	
	)	Chapter 11
Debtors.	)	
	)	
	)	
MID-VALLEY, INC., *et al.*,	)	Related to Docket No. _____
	)	
Movants,	)	Related to Agenda No. _____
	)	
v.	)	Hearing Date and Time:
	)	November 18, 2004 at 2:00 p.m.
(NO RESPONDENT),	)	
	)	Objection Deadline:
Respondent(s).	)	__________

ORDER GRANTING EXPEDITED MOTION FOR ORDER PURSUANT TO 11 U.S.C. §§ 105(a) AND 363(b)(1), (f) AND (m) AND FED. R. BANKR. P. 9019 AND 6004 (A) APPROVING INSURANCE SETTLEMENT AGREEMENTS AND RELATED AGREEMENTS WITH VARIOUS INSURERS AND OTHER INTERESTED PARTIES AND (B) AUTHORIZING SALE OF BUYBACK POLICIES

Upon consideration of the Expedited Motion,[1] by the Debtors for Orders Pursuant to 11 U.S.C. §§ 105(a) and 363(b)(1), (f) and (m) and Fed. R. Bankr. P. 9019(a) and 6004 (A) Approving Insurance Settlement Agreements and Related Agreements with Various Insurers and Other Interested Parties and (B) Authorizing Sale of Buyback Policies, which agreements are attached to the Expedited Motion as Exhibits "A" through "F" (collectively, the "Settlement Agreements"), together with any responses thereto; and due notice having been given and an opportunity to object and be heard regarding the relief requested in the Expedited Motion; and the Court having jurisdiction to hear and consider the relief requested pursuant to 28 U.S.C. §

[1] All capitalized terms used herein shall have the meanings ascribed to such terms in the Expedited Motion.

1334; and it appearing that the relief requested in the Expedited Motion is in the best interests of the Debtors, their Estates and creditors; the Court having considered the factors set forth in Myers v. Martin (In re Martin), 91 F.3d 389 (3d Cir. 1996) regarding the approval of compromises; and, after reviewing the pleadings and considering the statements of counsel at a hearing; and after due deliberation and sufficient cause appearing therefore,

IT IS HEREBY FOUND AND DETERMINED THAT:

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The Expedited Motion, with all exhibits and Notice of Motion, was served on (i) each entity set forth in the Debtors' current Official Service List and (ii) counsel for all of the insurance carriers that are parties to the Settlement Agreements. The Notice of Motion was served on each entity on the Bankruptcy Rule 2002 notice list. Such notice was sufficient and proper in order to effectuate the settlements contemplated by the Settlement Agreements under the Bankruptcy Code, the Bankruptcy Rules, and the due process requirements of the United States Constitution.

3. Parties on the Debtors' Official Service List, the Bankruptcy Rule 2002 notice list, and each of the parties to the Settlement Agreement have been provided a reasonable opportunity to object or be heard regarding the relief requested in the Expedited Motion.

4. No party has objected to the relief sought in the Expedited Motion or objections to the Expedited Motion, if any, have been overruled or withdrawn.

5. In accordance with sections 105 and 363 of the Bankruptcy Code and Bankruptcy Rules 9019 and 6004, and as set forth in the Expedited Motion and based upon argument of

counsel at the hearing, DII Industries has advanced good business reasons for entering into the Settlement Agreements.

6. Approval of the relief requested in the Expedited Motion and, specifically, each of the Settlement Agreements is a necessary prerequisite to an expeditious conclusion of the Reorganization Cases and, therefore, a sooner distribution of monies to the Asbestos PI Trust Claimants and Silica PI Trust Claimants under the Plan.

7. The probability of success for DII Industries in litigation over the matters resolved by the Settlement Agreements is subject to risk.

8. Further litigation of the matters resolved by the Settlement Agreements would be complex and extremely costly to the Debtors' Estates and their creditors.

9. Approval of the Expedited Motion, along with approval of the Kwelm Motion, the St. Paul/Global Risk Motion, and the Partitioning Motion, will result in (i) the payment of $875,000,000 to DII Industries, which amount is in addition to the $575 million payment to DII Industries that was already approved pursuant to the settlement agreement with certain Underwriters at Lloyd's, London, (ii) the resolution of substantial, protracted, and expensive coverage litigation more particularly described in the Expedited Motion, and (iii) the resolution of all disputes between the Debtors and those insurers that filed appeals to the Confirmation Order and Affirmation Order which will, in turn, result in a withdrawal or other resolution of such appeals.

10. Each Settlement Agreement is "fair and equitable" to all parties and interests as required under Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson, 390 U.S. 414, 425 (1968).

11. In approving the Expedited Motion and each of the Settlement Agreements, this Court has considered the four factors that should be considered by a bankruptcy court in evaluating a request for approval of a settlement as set forth by the Third Circuit in In re Martin, 91 F.3d at 393 (citing In re Neshaminy Office Bldg. Assoc., 62 B.R. 798, 803 (E.D. Pa. 1986)).

12. The transactions contemplated by each Settlement Agreement have been negotiated in good faith and the parties to the Settlement Agreements have acted in good faith.

13. Further litigation of the matters resolved by the Settlement Agreements would be complex and extremely costly to the Debtors, their Estates, and their creditors.

14. The Participating Carriers under the Domestic Settlement Agreement and Seaton pursuant to the Seaton Settlement Agreement purchased the Policyholders' rights and interests in the Buyback Policies in good faith entitling the Participating Carriers and Seaton to the benefits of section 363(m) of the Bankruptcy Code.

15. The identification of each Released Carrier in the Asbestos/Silica Insurance Company Injunction is fair and equitable with respect to Entities that might subsequently assert Demands against each such Released Carrier under any Asbestos/Silica Insurance Policy issued by the relevant Participating Carrier under the Domestic Settlement Agreement and the Seaton Settlement Agreement.

16. The contributions by the Participating Carriers and Seaton under the Buyback Policies and Post-1992 Policies in the Domestic Settlement Agreement and the Seaton Settlement Agreement, constitute reasonable settlements and fair resolutions of the alleged liability of the Released Carriers under the Buyback Policies and Post-1992 Policies for Asbestos Claims and Silica Claims, and such contributions satisfy the liability of the Released Carriers, if any, for Asbestos Claims and Silica Claims under the Buyback Policies and Post-1992 Policies.

THEREFORE, IT IS HEREBY:

ORDERED that the Expedited Motion is GRANTED; and it is further

ORDERED that the Settlement Agreements, and each of them hereby are, approved in all respects and the Debtors are authorized to execute the Settlement Agreements and to carry out the terms thereof and to take all such other actions as are necessary including, without limitation, the execution of all documents, instruments and agreements, in order to implement their provisions; and it is further

ORDERED that the PLMC Settlement Agreement, the Dominion/Stronghold Settlement Agreement, the Domestic Settlement Agreement, and the Seaton Settlement Agreement are Asbestos/Silica Insurance Settlement Agreements for purposes of the Plan and Exhibit 2 to the Plan is amended to include such agreements; and it is further

ORDERED that by reason of the PLMC Settlement Agreement, the Dominion/Stronghold Settlement Agreement, the Domestic Settlement Agreement, and the Seaton Settlement Agreement being Asbestos/Silica Insurance Settlement Agreements, the PLMCs, the Dominion/Stronghold Insurers, the Participating Carriers, and Seaton respectively, are Settling Asbestos/Silica Insurance Companies entitled to the benefits of the Asbestos/Silica Insurance Company Injunction issued in connection with the Plan pursuant to sections 105 and 524(g) of the Bankruptcy Code effective as of the Effective Date, subject to the satisfaction or waiver of the conditions precedent set forth in such settlement agreements; and it is further

ORDERED that the provisions of the PLMC Settlement Agreement are binding upon Halliburton, Reorganized DII Industries, and Reorganized KBR; and it is further

ORDERED that upon satisfaction of the conditions precedent to effectiveness contained in the PLMC Settlement Agreement, the obligations of DII Industries under such

agreement shall become the joint and several obligations of DII Industries, Reorganized DII Industries, and Reorganized KBR; and it is further

ORDERED with respect to the Domestic Settlement Agreement and the Seaton Settlement Agreement: (i) the Participating Carriers and Seaton are good faith purchasers entitled to the protections of section 363(m) of the Bankruptcy Code; and (ii) pursuant to 363(f) of the Bankruptcy Code, the Policyholders' rights and interests in the Buyback Policies shall be sold free and clear of all liens, claims, and interests, liabilities, obligations, encumbrances, security interests or charges of any kind (collectively, the "Claims"), which Claims, if any, shall transfer, affix and attach to the proceeds of the sale, in the order of their priority with the same force, validity, and effect as they now may have against such Buyback Policies; and it is further

ORDERED that this Court shall retain jurisdiction to enforce, implement, and interpret the provisions of this Order and the Settlement Agreements in all respects; and it is further

ORDERED that this Order shall be effective and immediately enforceable upon its entry and shall not be stayed pursuant to Bankruptcy Rule 6004(g); and it is further

ORDERED that counsel for the Debtors shall immediately serve a copy of this Order on all parties on the Official Service List, the 2002 Service List, and all parties to the Settlement Agreements, and file a certificate of service with the Clerk of the Bankruptcy Court within ten (10) days hereof.

Dated:____________________

____
Chief United States Bankruptcy Judge

Exhibit Two

[Participating Carriers' Policies]

Exhibit Three

Participating Carriers:

1. Hartford Accident and Indemnity Company, First State Insurance Company, Hartford Casualty Insurance Company, New England Insurance Company, Nutmeg Insurance Company and Twin City Fire Insurance Company.

2. Zurich American Insurance Company as successor-in-interest to Zurich Insurance Company U.S. Branch by operation of law, Zurich Insurance Company (Switzerland), Zurich International (Bermuda), Ltd., Maryland Casualty Company, for itself and for all liabilities assumed under policies issued by American General Insurance Company, and all other Zurich-related companies.

3. Allianz AG, Successor in Interest to Allianz Versicherungs AG

4. Allianz Global Risks U.S. Insurance Company, formerly known as Allianz Insurance Company and Allianz Underwriters Insurance Company, formerly known as Allianz Underwriters, Inc.

5. Travelers Casualty and Surety Company, formerly known as The Aetna Casualty and Surety Company, and The Travelers Indemnity Company.

6. Appalachian Insurance Company.

7. Everest Reinsurance Company and Mt. McKinley Insurance Company.

8. Employers Reinsurance Corporation.

9. Westport Insurance Corporation, formerly known as Puritan Insurance Company.

10. Continental Insurance Company for itself and as successor in interest to the policies issued and alleged to be issued by Harbor Insurance Company, Fidelity and Casualty Company of New York, Columbia Casualty Company, Continental Casualty Company, and Transcontinental Insurance Company.

11. Century Indemnity Company, Pacific Employers Insurance Company, U.S. Fire Insurance Company, Central National Insurance Company of Omaha, St.Paul Mercury Insurance Company, and ACE Property and Casualty Insurance Company.

12. One Beacon America Insurance Company

13. All insurers within the Fairfax Financial Holdings Limited organization, including, but not limited to TIG Insurance Company, individually, and as successor by merger to International Insurance Company and International Surplus Lines Insurance Company, and United States Fire Insurance Company.

14. Stonewall Insurance Company.

15. Evanston Insurance Company.

16. Associated International Insurance Company.

17. Providence Washington Insurance Company.

18. Insco Limited.

19. Mutual Marine Office, Inc. as managing agent and as attorney in fact for Employers Mutual Casualty Company and Boston Manufacturers Mutual Insurance Company (n/k/a Arkwright Insurance Company).

20. Fireman's Fund Insurance Company.

21. National Surety Corporation.

22. Federal Insurance Company.

23. Allstate Insurance Company, for itself and as successor in interest to Northbrook Excess and Surplus Insurance Company, f/k/a Northbrook Insurance Company.

24. Sentry Insurance a Mutual Company, as assumptive reinsurer of Great Southwest Fire Insurance Company.

25. Northwestern National Insurance Company, individually and as successor to Universal Reinsurance Corporation and to Bellefonte Underwriters Insurance Company and to Bellefonte Reinsurance Company (formerly Bellefonte Insurance Company).

26. General Electric Casualty Insurance Company and its predecessor Colonial Penn Insurance Company and Heritage Casualty Insurance Company as their reinsurer and attorney in fact.

27. Royal Insurance Company.

28. Yosemite Insurance Company.

29. Swiss Reinsurance Company.

30. American Re-Insurance Company.

31. Executive Risk Indemnity, Inc. (as successor in interest to American Excess Insurance Company).

32. European General Reinsurance Company.

Exhibit Four

[Payment Stream]

Exhibit 5

[Harbison-Walker Release]

Exhibit 6

[Notice]