

Partitioning Agreement

This Partitioning Agreement (“Agreement”) is entered into this ___ day of November 2004 among DII Industries, LLC, Federal-Mogul Products, Inc., Cooper Industries, Inc. and the Participating Carriers.

Recitals

WHEREAS, the Participating Carriers issued or subscribed to certain liability insurance policies to Studebaker-Worthington, Inc. and McGraw-Edison Company as identified on Attachment “A” hereto; and

WHEREAS, DII Industries, Federal-Mogul and Cooper assert that they are each separately entitled to insurance coverage under the Subject Policies; and

WHEREAS, by this Agreement, the Parties intend to adopt, by way of compromise and accord, and without prejudice to or waiver of their respective positions in other matters, including their respective positions in any pending litigation or future litigation (except as expressly set forth in this Agreement), a settlement regarding, *inter alia*, the partitioning of the limits of liability, self-insured retentions (“SIRs”), deductibles, any other self-insurance features, and the erosion of limits of liability, SIRs, deductibles or any other self-insurance features of the Subject Policies among DII Industries, LLC, Federal-Mogul Products, Inc., Cooper Industries, Inc., and, as and if approved by appropriate Final orders of the DII Industries Bankruptcy Court and the Federal-Mogul Bankruptcy Court, other entities that claim or may claim to be insured or to be otherwise entitled to rights and/or benefits under the Subject Policies.

Agreements:

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

I. Incorporation of Recitals.

The Parties agree that all 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.

II. Definitions.

The following definitions will apply to the listed terms wherever those terms appear throughout the Agreement or in any attachments hereto. Further, each defined term stated in a singular form shall include the plural form, each defined term stated in plural form shall include the singular form, and each defined term stated in the masculine form or in the feminine form or in the neuter form shall include all others. Moreover, the term “including” means “including without limitation”.

A. Agreement: The term “Agreement” shall mean this Partitioning Agreement, as the same may be amended from time to time in writing in accordance with its provisions.

B. Consent Agreement: The term “Consent Agreement” shall have the meaning set forth in paragraph III.F. hereof.

C. Cooper: The term “Cooper” shall mean Cooper Industries, Inc., its predecessors, subsidiaries, corporate affiliates, and all of their respective directors, officers, employees, agents, attorneys, representatives, successors and assigns, acting as such.

D. Coverage Lawsuit: The term “Coverage Lawsuit” shall mean the adversary proceeding filed by DII Industries in the Federal-Mogul Bankruptcy captioned Dresser Industries, Inc. v. Federal-Mogul Products, Inc., et al., (Chapter 11, Case No. 01-10578, Adversary Proceeding No. 01-09018, Del. Bankr.).

E. DII Industries: The term “DII Industries” shall mean DII Industries, LLC, its predecessors, subsidiaries, parents, corporate affiliates, and all of their respective directors, officers, employees, agents, attorneys, representatives, successors and assigns, acting as such.

F. DII Industries Application: The term “DII Industries Application” shall have the meaning set forth in paragraph VI.A. hereof.

G. DII Industries Approval Order: The term “DII Industries Approval Order” shall have the meaning set forth in paragraph VI.A. hereof.

H. DII Industries Bankruptcy: The term “DII Industries Bankruptcy” shall mean the Chapter 11 bankruptcy cases filed by DII Industries, LLC, Mid-Valley, Inc., 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.

I. DII Industries Bankruptcy Court: The term “DII Industries Bankruptcy Court” shall mean the United States Bankruptcy Court for the Western District of Pennsylvania, Pittsburgh Division.

J. DII Industries Glossary: The term “DII Industries Glossary” shall mean the Uniform Glossary of Terms for Plan filed with the Bankruptcy Court in the DII Industries Bankruptcy on May 17, 2004 as the “Amended Disclosure Statement Exhibit A.”

K. Federal-Mogul: The term “Federal-Mogul” shall mean Federal-Mogul Products, Inc., its predecessors, parents, subsidiaries, corporate affiliates, and all of their respective directors, officers, employees, agents, attorneys, representatives, successors and assigns, acting as such, and the Federal-Mogul Asbestos Personal Injury Trust proposed in connection with the plan of reorganization filed by Federal-Mogul Products, Inc. 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).

L. Federal-Mogul Application: The term “Federal-Mogul Application” shall have the meaning set forth in paragraph VI.B. hereof.

M. Federal-Mogul Approval Order: The term “Federal-Mogul Approval Order” shall have the meaning set forth in paragraph VI.B. hereof.

N. Federal-Mogul Bankruptcy Court: The term “Federal-Mogul Bankruptcy Court” shall mean the United States Bankruptcy Court for the District of Delaware.

O. Final: The term “Final” when used in reference to a court order shall mean an order: (a) as to which the time to appeal or otherwise seek appellate review has expired and as to which no appeal shall then be pending, or (b) in the event that an appeal of the order has been sought, such court order shall have been affirmed by the highest court to which such court order was appealed and the time to take any further appeal or seek further appellate relief shall have expired.

P. Funding Date: The term “Funding Date” shall mean the first business day following the date on which DII Industries and its affiliates fund the Asbestos PI Trust (as such term is defined in the DII Industries Glossary).

Q. Insolvent London-based Carriers: The term “Insolvent London-based Carriers” shall mean the insolvent London-based insurance companies identified on Attachment “C” hereto.

R. Insolvent London Recoveries: The term “Insolvent London Recoveries” shall have the meaning set forth in paragraph V.B. hereof.

S. Non-Carrier Parties: The term “Non-Carrier Parties” shall mean DII Industries, Federal-Mogul and Cooper.

T. Non-Participating Carriers: The term “Non-Participating Carriers” shall mean those insurance companies or insuring entities (i) who are not Participating Carriers and (ii) that issued or subscribed liability insurance policies to Studebaker-Worthington, Inc. from January 1, 1968 to March 1, 1980 or to McGraw-Edison Company from March 1, 1980 to March 1, 1986.

U. Participating Carriers: The term “Participating Carriers” shall mean the insurance companies that execute this Agreement, their respective predecessors, parents, subsidiaries, corporate affiliates and all of their respective directors, officers, employees, agents, attorneys, representatives, successors and assigns, acting as such.

V. Parties: The term “Parties” shall mean DII Industries, Federal-Mogul, Cooper, and the Participating Carriers.

W. Partitioning Provisions: The term “Partitioning Provisions” shall mean the partitions and reductions set forth in section III.

X. Payment: The term “Payment” shall have the meaning set forth in paragraph V.B. hereof.

Y. Person: The term “Person” shall mean an individual, a corporation, a partnership, a joint venture, an association, a trust, any other entity or organization, and any federal, state or local government or any governmental or quasi-governmental body or political subdivision or any agency, department, board or instrumentality thereof, specifically including a “governmental unit” as defined by 11 U.S.C. § 101(27).

Z. SIRs: The term “SIRs” shall have the meaning set forth in the recitals hereof.

AA. Subject Policies: The term “Subject Policies” shall mean the liability insurance policies identified on Attachment “A” hereto and any similar liability insurance policies that were issued to Studebaker-Worthington, Inc. from January 1, 1968 to March 1, 1980 or to McGraw Edison Company from March 1, 1980 to March 1, 1986. For purposes of this definition, “similar liability insurance policies” shall not include D&O, workers’ compensation, automobile, or employer liability coverage.

BB. Underwriters’ Limits: The term “Underwriters’ Limits” shall have the meaning set forth in paragraph VII.D. hereof.

III. 50/50 Vertical Partitioning of the Limits of Liability of the Subject Policies.

A. The Parties agree that the unexhausted aggregate limits for each Subject Policy (for all coverages) shall be partitioned such that DII Industries shall have exclusive access to fifty percent (50%) of the unexhausted aggregate limits for each Subject Policy (for all coverages); and Federal-Mogul, along with all Persons that Federal-Mogul has the legal right to bind, and Cooper, along with all Persons that Cooper has the legal right to bind, shall share and have access to the fifty percent (50%) of the unexhausted aggregate limits for each Subject Policy (for all coverages) to which DII Industries does not have the exclusive right.

B. The Parties agree that all other limits of liability, if any, under the Subject Policies (including all per occurrence limits of liability) shall be reduced by fifty percent (50%).

C. All SIRs (including aggregate SIRs and per occurrence SIRs), all deductibles (including aggregate deductibles and per occurrence deductibles) and all other self-insurance features in the Subject Policies shall be reduced by fifty percent (50%).

D. Fifty percent (50%) of all prior erosion of any aggregate limit under any Subject Policy issued by a Participating Carrier (including any aggregate limit associated with an SIR, deductible or other self-insurance feature) shall be deducted from that portion of the aggregate limit partitioned to DII Industries and the other fifty percent (50%) shall be deducted from that portion of the aggregate limit partitioned to Federal-Mogul, including all Persons that Federal-Mogul has the legal right to bind, and to Cooper, including all Persons that Cooper has the legal right to bind. From the date of this Agreement forward, any SIR, deductible or other self-insurance feature that has an applicable aggregate limit can be eroded or exhausted by any Persons (except DII Industries) that are insured or otherwise entitled to rights and/or benefits under the Subject Policies. Nothing in this subparagraph III.D., however, shall be deemed an admission by any Party that DII Industries, or any other Person, is insured or is otherwise entitled to rights and/or benefits under any Subject Policy.

E. To effectuate the partition described in paragraphs III.A.-D., and for purposes of determining the attachment point of the Subject Policies issued by the Participating Carriers only, all aggregate limits of liability (including any limit associated with an SIR, deductible or other self-insurance feature) in each Subject Policy issued by a Participating Carrier or a Non-Participating Carrier shall be deemed to be reduced by fifty percent (50%), as to DII Industries, on the one hand, and as to Federal-Mogul, Cooper and any other Person bound by

a Consent Agreement or the Partitioning Provisions, on the other hand. In addition, all other limits of liability issued by a Non-Participating Carrier shall be deemed to be reduced by fifty percent (50%).

F. The DII Industries Application will seek, among other things, an order of the DII Industries Bankruptcy Court (or any other court with the jurisdiction to issue such an order) that provides that certain Persons claiming (or which may in the future claim) to be insured or to be otherwise entitled to rights and/or benefits under the Subject Policies: (i) share solely in the aggregate limits of liability apportioned to Federal-Mogul and Cooper under this Agreement; and (ii) shall be bound by the fifty percent (50%) reduction of all other limits of liability, if any, under the Subject Policies, (in accordance with paragraph III.B. hereof) and will receive the benefit of Paragraphs III.C.-E. above. Federal-Mogul, along with all Persons that Federal-Mogul has the legal ability to bind, and Cooper, along with all Persons that Cooper has the legal ability to bind, agree that they will: (x) take no action to impede or oppose the entry of the Partitioning Provisions or any agreement by which non-Parties agree to be bound as set forth in subparagraphs (i) and (ii) hereof (“Consent Agreement”) or contest same in any manner in any proceeding or otherwise; and (y) share such partitioned aggregate limits as provided in such order containing the Partitioning Provisions or any Consent Agreement; and (z) be bound by the 50% reduction of all other limits of liability.

G. Nothing contained in this Agreement shall be: (1) construed as creating any rights in any non-signatory to this Agreement; or (2) an admission by any Party that any Person (whether signatory or non-signatory to this Agreement) that claims or may claim to be insured or to be otherwise entitled to rights and/or benefits under the Subject Policies is insured or is entitled to such rights or benefits.

IV. Preservation of All Insurance Coverage Issues and Disputes.

A. Other than as set forth in Sections III, VII.A.-C. and IX of this Agreement, or in any other written agreement or agreements between or among any or all of the Parties (including the Settlement Agreement and Release between Halliburton Company, DII Industries, LLC and Kellogg, Brown & Root, Inc., on the one hand, and certain Participating Carriers, on the other) (the “Halliburton Settlement”), all coverage issues and disputes, including factual disputes, between or among the Non-Carrier Parties, the Participating Carriers, the Non-Participating Carriers and any other Person(s) that claims or may claim to be insured or to be otherwise entitled to rights and/or benefits under the Subject Policies are preserved, and the Parties’ positions with respect to such issues shall not be prejudiced. Those issues include, but are not limited to: (a) the existence or extent of exhaustion of any limit of liability in any Subject Policy; (b) the existence or extent of exhaustion of any SIR, deductible or other self-insurance feature in any Subject Policy; (c) whether any of the Non-Carrier Parties or any other Person that claims or may claim to be insured or to be otherwise entitled to rights and/or benefits under the Subject Policies has any rights to coverage under the Subject Policies; (d) whether the Participating Carriers have breached their obligations, if any, under the Subject Policies; (e) whether any of the Non-Carrier Parties have breached their obligations, if any, under the Subject Policies; and (f) to the extent, if any, to which any Non-Carrier Party or any Person that claims or may claim to be insured or to be otherwise entitled to rights and/or benefits under the Subject Policies is entitled to insurance coverage under one or more of the Subject Policies, the amount, if any, of such alleged coverage and how any such alleged coverage responds to covered claims, if any, except as set out in this Agreement.

B. Nothing contained in this Agreement, including Sections III., IV.A., VII. or XX., or any subsections thereof, shall be deemed an admission by any Party that any Subject Policy has or does not have a single aggregate for all types of claims, or that any of the Subject Policies have or do not have additional or separate limits of liability. This Agreement shall not be used to argue or imply any resolution, one way or the other, of any these issues.

V. Cooperation Between and Among the Non-Carrier Parties.

A. DII Industries and Federal-Mogul shall cooperate with each other to access insurance coverage under any Subject Policy issued or subscribed by Insolvent London-based Carriers. All recoveries against Insolvent London-based Carriers, regardless as to whether DII Industries' claims or Federal-Mogul's claims predominate, will be allocated fifty percent (50%) to DII Industries and fifty percent (50%) to Federal-Mogul.

B. To the extent that by January 1, 2006, the total of Federal-Mogul's recoveries from the insolvent London-based Carriers received by Federal-Mogul on or before January 1, 2006 (the "Insolvent London Recoveries"), do not equal at least \$4,500,000, DII Industries will pay to Federal-Mogul (or to the Federal-Mogul 524(g) trust or into an appropriate escrow account) on or before January 6, 2006 the difference between the Insolvent London Recoveries and \$4,500,000 (the "Payment"). Any recoveries received by Federal-Mogul from the insolvent London-based Carriers from and after January 1, 2006, shall be paid, in kind, to DII Industries until such time as DII Industries is fully reimbursed for the amount of the Payment. From and after the point when DII Industries is fully reimbursed for the amount of the Payment, all subsequent recoveries from the insolvent London-based Carriers shall be split equally between DII Industries and Federal-Mogul. Cooper shall not be entitled to receive any share of the settlement memorialized in the Letter Agreement, dated September 27, 2004, between and

among KWELM Management Services Limited, DII Industries and Federal-Mogul. Payments to DII Industries and Federal-Mogul by Insolvent London-based Carriers shall be credited toward exhaustion of the limits of the insurance policies subscribed by such settling Insolvent London-based Carriers.

C. As between and among the Non-Carrier Parties and any other Person subject to the Partitioning Provisions that claims or may claim to be insured or to be otherwise entitled to rights and/or benefits under the Subject Policies, the limits of liability in any Subject Policy issued by or subscribed by a non-London-based insolvent insurer shall be allocated and apportioned as if such Subject Policy had been issued by a Participating Carrier. To the extent that such insolvent non-London-based insurers do not consent to such allocation and apportionment, the Non-Carrier Parties shall cooperate in accessing the products/completed operations limits of liability associated with the Subject Policies issued by or subscribed to by such insolvent non-London-based insurers. Any recoveries from such insolvent non-London-based insurers shall split fifty percent (50%) to DII Industries and fifty percent (50%) to Federal-Mogul and Cooper, with any division or sharing of such fifty percent (50%) to be determined by Federal-Mogul and Cooper. To the extent that a Non-Carrier Party receives more in proceeds or payment from an insolvent non-London-based insurer than is appropriate under this paragraph, such Non-Carrier Party shall, within forty-five (45) days pay such excess amounts to the other Non-Carrier Party(s) in accordance with the terms of this paragraph.

D. As between and among the Non-Carrier Parties and any other Person subject to Partitioning Provisions or a Consent Agreement that claims or may claim to be insured or to be otherwise entitled to rights and/or benefits under the Subject Policies, the limits of liability for all solvent Non-Participating Carriers shall be split in accordance with paragraph

III.A.-B. above. The Non-Carrier Parties will cooperate in accessing the limits of liability applicable to any Subject Policy issued by any such solvent Non-Participating Carrier. Any recoveries from such solvent Non-Participating Carriers shall be allocated in accordance with the procedure set forth in paragraph V.C. above.

VI. Bankruptcy Court Approvals.

A. Within five (5) business days from and after the execution and delivery of this Agreement, DII Industries shall file a motion pursuant to Sections 105 and 363 of the Bankruptcy Code and Bankruptcy Rule 9019 (the “DII Industries Application”) with the DII Industries Bankruptcy Court for an expedited hearing and Order approving the entry by DII Industries into and the carrying out of the Agreement (the “DII Industries Approval Order”) and for the relief set forth in paragraph III.F. hereof and shall use its best efforts to obtain the DII Industries Approval Order. To the extent that DII Industries is not able to obtain the DII Industries Approval Order or such Order does not contain the Partitioning Provisions, DII Industries has the right, but not the obligation, to file an adversary proceeding in the DII Industries Bankruptcy in an attempt to obtain an order containing the Partitioning Provisions. In the event that such an adversary proceeding is filed, all Parties agree to consent to the jurisdiction of the DII Industries Bankruptcy Court, including waiving the application of the automatic stay as needed. If DII Industries files such an adversary proceeding and fails or determines that it is unable or unlikely to obtain an order containing the Partitioning Provisions by June 30, 2005, it shall have the right and ability—in good faith and after reasonable consultation with the other Parties following the meet-and-confer process described in Paragraph VI.D. below—to terminate this Agreement after July 31, 2005 and by such termination to have this Agreement be null and void and of no force or effect (with no Party hereto having any right

to any damages or any other relief under this Agreement or any of the negotiations attendant thereto).

B. Within five (5) business days from and after the execution and delivery of this Agreement, Federal-Mogul shall file a motion pursuant to Sections 105 and 363 of the Bankruptcy Code and Bankruptcy Rule 9019 (the “Federal-Mogul Application”) with the Federal-Mogul Bankruptcy Court for an expedited hearing and Order approving the entry by Federal-Mogul into and the carrying out of the Agreement (the “Federal-Mogul Approval Order”), and shall use its best efforts to obtain the Federal-Mogul Approval Order.

C. No Party shall object to the DII Industries Application or the Federal-Mogul Application, and all Parties shall, at DII Industries’ or Federal-Mogul’s reasonable request, affirmatively support either or both applications, provided no Party shall be required to support any portion of any application that is inconsistent with its rights or obligations under this Agreement.

D. This Agreement shall be of no force or effect—other than with respect to provisions regarding efforts to obtain the DII Industries Approval Order and the Federal-Mogul Approval Order—unless and until the DII Industries Approval Order and the Federal-Mogul Approval Order (or other orders of the DII Industries Bankruptcy Court and/or the Federal-Mogul Bankruptcy Court that are the substantive equivalents of the DII Industries Approval Order and/or the Federal-Mogul Approval Order) are Final Orders. In the event that the DII Industries Approval Order and the Federal-Mogul Approval Order (or other orders of the DII Industries Bankruptcy Court and/or the Federal-Mogul Bankruptcy Court that are the substantive equivalents of the DII Industries Approval Order and/or the Federal-Mogul Approval Order) are not Final orders by June 30, 2005, the Parties shall meet-and-confer to determine whether an

alternative approach can sufficiently protect each of their respective interests. If the Parties do not agree on an acceptable alternative approach by July 31, 2005, this Agreement shall become null and void *ab initio*, unless extended by agreement of all the Parties.

VII. Waiver of Rights.

In consideration of the various promises and agreements contained in this Agreement and without limiting any other provisions in this Agreement, including Section IV, or the Halliburton Settlement Agreement, the parties agree that::

A. DII Industries waives any and all rights, if any, and shall have no rights to any of the limits of liability of the Subject Policies not partitioned to DII Industries. Nothing in this Agreement, including this provision VII.A., however, shall be deemed to modify or limit any release provided by DII Industries to any Participating Carrier in connection with any other agreement.

B. Federal-Mogul and Cooper waive their rights, if any, as follows: (i) individually and collectively, as to the fifty percent (50%) of the aggregate limits of liability of the Subject Policies allocated to DII Industries, (ii) individually, to receive more than fifty percent (50%) of any other limits of liability, if any, of any Subject Policy, and (iii) collectively, to receive more than fifty percent (50%) of any per occurrence limits of liability of any Subject Policy, solely in the event that claims submitted by both arise from a single occurrence.

C. Taking into account pre-existing erosion, if any, that is to be allocated in accordance with Paragraph III.D. of this Agreement, the Participating Carriers, in accordance with Paragraph III.E. of this Agreement, waive any rights to argue and have no rights to argue that exhaustion of more than fifty percent (50%) of any applicable underlying limits of liability and fifty percent (50%) of any applicable self-insurance features is necessary to demonstrate the

appropriate exhaustion of the underlying limits of liability, as to DII Industries, on the one hand, or as to Federal-Mogul, Cooper and any other Person bound by a Consent Agreement or the Partitioning Provisions, on the other hand.

D. Notwithstanding the allocation of the limits of liability set forth in Section III. above, the unexhausted products limits of liability of the Underwriters at Lloyd's, London participation in policies numbered 564/UC0017 (01/01/71-11/15/73) and 564/UC0018 (01/01/71-11/15/73) (the "Underwriters' Limits") are allocated entirely to DII Industries; further, to the extent that Underwriters at Lloyd's, London pay to DII Industries the full amount of the Underwriters' Limits in accordance with the January 24, 2004 Settlement Agreement and Mutual Release by and between Halliburton Company, DII Industries, and certain Underwriters at Lloyd's, London, the Underwriters' Limits are and shall be, and shall be deemed to be, exhausted for all purposes. The non-products/non-completed operations limits of liability of the insurance policies identified in this paragraph are not affected by this paragraph.

E. DII Industries, Federal-Mogul and Cooper agree to enter into a settlement with North Star Reinsurance Corporation in relation to the insurance policy numbered NSX 8963 (for the period January 1, 1971 to January 1, 1973) issued to Studebaker-Worthington, Inc. calling for the payment of the remaining unexhausted products limits of liability of such insurance policy. DII Industries shall receive fifty percent (50%) of the proceeds from such settlement and Federal-Mogul and Cooper shall each receive twenty-five percent (25%) of the proceeds..

F. Cooper waives any rights it may have to the products/completed operations limits of liability, both any per occurrence limits and any aggregate limits, of any insurance policies issued to Federal-Mogul's predecessors prior to January 1, 1968, including,

without limitation, American Employers Ins. Co. policy no. A22-8299-001, but this waiver will not change, as between American Employers Ins. Co. (now One Beacon) and Federal-Mogul, the status of any prior payments, settlements or releases.

VIII. Payments to Cooper.

In consideration of the agreements made by Cooper contained herein, DII Industries shall pay to Cooper the total amount of Forty-Six Million Dollars (\$46,000,000). This amount shall be paid in three installments as follows: (a) Sixteen Million Dollars (\$16,000,000) on the Funding Date; (b) Fifteen Million Dollars (\$15,000,000) on the first anniversary of the Funding Date; and (c) Fifteen Million Dollars (\$15,000,000) on the second anniversary of the Funding Date. DII Industries shall obtain from Halliburton Company a guaranty in favor of Cooper of the payments set forth in this paragraph in the form of the guaranty attached hereto as Attachment "D". The failure to provide such guaranty shall void this Agreement as to all Parties.

IX. Premiums and Other Fees.

The Parties agree that to the extent there are retrospective premiums, handling fees, taxes or any other fees due and owing as a result of any claim payments or claim handling arrangements, that such fees or taxes, if any, shall be charged exclusively and solely to the Non-Carrier Party or to the entity that received the claim payment or on whose behalf the claim was handled.

X. Confidentiality.

A. The Parties agree that all matters relating to the negotiation of this Agreement, but specifically excluding the Agreement itself, shall be confidential and are not to be disclosed to any third party, except (a) the Parties' accountants, auditors, lenders, employees or attorneys; (b) any other Person as required by operation of law or lawful subpoena or order of

court; (c) any governmental agency in connection with any reporting, disclosure, or other regulatory requirements; (d) in any proceeding to enforce the terms of this Agreement, subject to an appropriate form of confidentiality order; (e) any reinsurer, or reinsurer intermediary, of a Participating Carrier acting as such; or (f) as necessary to gain approval of the DII Industries Application or the Federal-Mogul Application.

B. In the event that a private litigant, by way of document request, interrogatory, subpoena, or questioning at deposition or trial, attempts to compel disclosure of anything protected by Paragraph X.A. above, the Party from whom disclosure is sought shall object to providing the requested information on the ground that this Agreement prevents such disclosure. In the event that such private litigant seeks an order from any court or governmental body to compel such disclosure, or in the event that a court, government official, or governmental body (other than the Internal Revenue Service or Securities and Exchange Commission) requests or requires disclosure of anything protected by Paragraph X.A. above, the Party from whom disclosure is sought shall immediately give written notice by facsimile or hand-delivery to each other Party, and shall immediately provide copies of all notice papers, orders, requests or other documents in order to allow each Party to take such protective steps as may be appropriate. No Party shall be obligated, however, to take any such protective measure (but may do so at its sole discretion), other than objecting to any such initial request and providing notice to each other Party of any efforts to compel disclosure, as set forth above under this Paragraph X.B. Notice under this Paragraph X.B. shall be made to the Persons identified in Paragraph XVII. of this Agreement. All costs incurred by a Party in accordance with this provision shall be the sole responsibility of the Party incurring such costs.

C. Material protected by this Paragraph X. shall be deemed to fall within the protection afforded to compromises and offers to compromise by Rule 408 of the Federal Rules of Evidence and similar provisions of state law or state rules of court.

XI. Representations.

A. Each of the signatories represents and warrants to each other signatory that: (a) it has the full right, power and authority to execute and deliver this Agreement on its own behalf and on behalf of its subsidiaries and corporate affiliates, and (b) this Agreement will, upon, execution and delivery, constitute a valid and binding agreement enforceable against it in accordance with its terms subject, however, to Section Paragraph VI.C. above. Further, each of the signatories, other than Cooper, represents and warrants to each other signatory (other than Cooper) that it has not assigned any of its rights, interests or causes of action relating to the Subject Policies to any other entity.

B. Cooper represents and warrants that it has not transferred or assigned to its corporate parent any actual or alleged rights or interests under any of the Subject Policies.

XII. Non-Prejudice and Construction of Agreement.

A. This Agreement is the product of informed negotiations and involves compromises of the Parties' previously stated legal positions. Accordingly, this Agreement does not reflect upon the Parties' views as to rights and obligations with respect to matters or Persons outside the scope of this Agreement. This Agreement is without prejudice to positions taken by the Parties with regard to the Subject Policies. Except as specifically set forth herein, the Parties specifically disavow any intention to create rights in third parties under or in relation to this Agreement.

B. This Agreement is the jointly drafted product of arms-length negotiations among the Parties with the benefit of advice from counsel, and the Parties agree that it shall be so construed. As such, no Party will claim that any ambiguity in this Agreement shall, as a matter of law, be construed against any other Party.

XIII. No Modification.

No change or modification of this Agreement shall be valid unless made in writing and signed by each of the Parties (or their attorney-in-fact) whose interests are affected by such change or modification.

XIV. Integration.

This Agreement, including its Attachments, constitutes the entire agreement among the Parties with respect to the subject matters hereof, and supersedes all discussions, agreements and understandings, both written and oral, among the Parties with respect hereto.

XV. Governing Law.

This Agreement shall be governed by, and shall be construed in accordance with, the laws of the state of New York without regard to its 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 or evidence that the laws of the state of New York apply to the Subject Policies or to any claims made thereunder, if any. Further, the presence of this provision in this Agreement shall not be used by any Party to advocate the application of New York law to the Subject Policies or to any claim made thereunder, if any.

XVI. Counterparts.

This Agreement may be executed simultaneously in two or more counterparts, each of which so executed shall be deemed to be an original against the Party whose signature appears thereon, but all of which together shall constitute one and the same instrument.

XVII. Notices.

Unless another Person is designated, in writing, for receipt of notices hereunder, notices to the respective Parties shall be sent to the following Persons:

DII Industries:	Albert O. Cornelison, Esq. Executive Vice President and General Counsel Halliburton Company Five Houston Center 1401 McKinney, Suite 2404 Houston, TX 77010
With a copy to:	Michael G. Zanic, Esq. Kirkpatrick & Lockhart, LLP Henry W. Oliver Building 535 Smithfield Street Pittsburgh, PA 15222
Cooper:	Diane K. Schumacher, Esq. Senior Vice President and General Counsel Cooper Industries, Inc. P.O. Box 4446 Houston, TX 77210
With a copy to:	Michael H. Ginsberg, Esq. Jones Day 500 Grant Street, Suite 3100

Pittsburgh, PA 15219-2502

Federal-Mogul : [insert]

With a copy to: [insert]

Insurance Counsel to
Federal-Mogul Asbestos
Claimants' Committee:

Robert M. Horkovich, Esq.
Anderson, Kill & Olick, P.C.
1251 Avenue of the Americas
New York, NY 10020

Participating Carriers: As set forth on Attachment "B"

XVIII. Further Assurances.

The Parties shall execute such further documents and agreements and to 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. 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 and in any litigation concerning any of the Subject Policies to which a Party is a plaintiff or a defendant, each such Party shall affirmatively take positions that support and seek to implement the provisions to this Agreement, including, but not limited to, paragraphs III.A-G, V.D., and VII.A-E hereof. Further, the Parties agree that this Further Assurances provision is a material consideration to each of the Parties to enter this Agreement. Notwithstanding the foregoing, however, nothing in this Section XVIII., shall be deemed to require any Party, other than Cooper or Federal-Mogul, to defend the allocation between Cooper and Federal-Mogul of alleged rights to coverage under the Subject Policies set forth in Section XX below.

XIX. Successors and Assigns.

This Agreement shall inure to the benefit of and be binding on the Parties hereto and on their respective successors and assigns.

XX. Cooper/Federal-Mogul Allocation.

A. Except as provided in Section VII, and subject to Section IV and to any rights, if any, that any other Person has in such limits, the limits allocated to Federal-Mogul and Cooper shall be shared as follows:

1. For the five years from the date this Agreement becomes effective, Cooper and Federal-Mogul will share the remaining products liability/completed operations limits of the Subject Policies, except the CNA Policies, as defined, and those policies issued by Insolvent London-based Carriers and other insolvent insurers (subject to XX.A.7. below) (what Federal-Mogul and Cooper characterize as the “FM-Cooper Shared Products Limits”), for the payment of insured claims 50% to Federal-Mogul and 50% to Cooper, in the aggregate but not on a policy by policy basis.

2. After the expiration of five years from the date this Agreement becomes effective (5th Anniversary), the sharing percentages shall be calculated for the next five years as follows:

a. If, on or before the 5th Anniversary, Federal-Mogul has accessed the full amount of its 50% share and

i. Cooper has not accessed at least half of its 50% share of the FM-Cooper Shared Products Limits, twenty (20) percentage points of Cooper’s share of the FM-Cooper Shared Products Limits shall be added to the Federal-Mogul share and thereafter, the allocation of FM-Cooper Shared Products Limits shall be 70% to Federal-Mogul and 30% to Cooper; or

ii. Cooper has accessed at least half of its 50% share of the FM-Cooper Shared Products Limits, ten (10) percentage points of Cooper's share of the FM-Cooper Shared Products Limits shall be added to the Federal-Mogul share and thereafter, the allocation of FM-Cooper Shared Products Limits shall be 60% to Federal-Mogul and 40% to Cooper.

b. If, on or before the 5th Anniversary, Federal-Mogul has not accessed the full amount of its 50% share and Cooper has not accessed the full amount of its 50% share of the FM-Cooper Shared Products Limits, the period set forth in XX.A.1. above shall be extended for two years (the "First Add-on Period"). If, after the expiration of the First Add-on Period, Federal-Mogul has not accessed the full amount of its 50% share and Cooper has not accessed the full amount of its 50% share of the FM-Cooper Shared Products Limits, the period set forth in XX.A.1. above shall be extended again for another two years ("Second Add-on Period").

3. If paragraph XX.A.2.a. above has been the effective provision, after the expiration of ten years from the effective date (10th Anniversary), the sharing percentages for any remaining FM-Cooper Shared Products Limits shall be calculated thereafter as follows:

a. If, on or before the 10th Anniversary, Cooper has not accessed the full amount of its 30%, 40% or 50% share, as the case may be, of the FM-Cooper Shared Products Limits, any remaining Federal-Mogul share, as well as Cooper's remaining share of the FM-Cooper Shared Products Limits shall be shared on a "first come, first served" basis, except as provided in paragraph XX.A.3.b. below.

b. Federal-Mogul will not access the last 10% of the limits of the McGraw Edison Policies that are part of the FM-Cooper Shared Products Limits, that is 5% of the full limits of such McGraw Edison Policies, for a period of ten years from the 10th Anniversary. Thereafter, any such limits which have not been accessed by Cooper shall be shared with Federal-Mogul on a “first come, first served” basis,

4. If paragraph XX.A.2.b. above has been the effective provision,

a. If, after the expiration of the First Add-on Period, Federal-Mogul has accessed the full amount of its 50% share and Cooper has not accessed the full amount of its 50% share of the FM-Cooper Shared Products Limits, then their respective shares shall be shifted to those set forth in paragraph XX.A.2.a. above until the 10th Anniversary and thereafter, as provided in XX.A.3. above, or

b. If, after the expiration of the Second Add-on Period, Federal-Mogul has accessed the full amount of its 50% share and Cooper has not accessed the full amount of its 50% share of the FM-Cooper Shared Products Limits, then their respective shares shall be shifted to those set forth in paragraph XX.A.2.a. above until the 10th Anniversary and thereafter, pursuant to XX.A.3. above, or

c. If, after the expiration of the Second Add-on Period, Federal-Mogul has not accessed the full amount of its 50% share of the FM-Cooper Shared Products Limits, the remaining FM-Cooper Shared Products Limits shall be shared as provided in paragraph XX.A.3. above, except that, wherever “10th Anniversary” appears in that paragraph, it shall be changed to the “expiration of the Second Add-on Period.”

5. Federal-Mogul and Cooper each shall have the right to make any settlement with a Participating Carriers, with the consent of the other, which consent shall not

unreasonably be withheld. It shall not be unreasonable to withhold consent where the settlement impairs the ability of the other party to access its share of the remaining FM-Cooper Shared Products Limits because the settlement is for less than full policy limits. Federal-Mogul and Cooper shall (a) provide the other advance notice of imminent settlement negotiations and (b) execute consents or settlement agreements at the request of the other as may reasonably be required to effectuate this paragraph. Participating Carriers may enter into settlements directly with Federal-Mogul or Cooper notwithstanding the foregoing provisions of this paragraph 5 as between Federal-Mogul and Cooper.

6. For the purposes of this subsection XX.A., to qualify as having “accessed” limits, Federal-Mogul and Cooper shall demonstrate to the other that it has (a) incurred liabilities, (b) in the case of the Federal-Mogul Asbestos Personal Injury Trust, liquidated claims, (c) submitted claims to insurers and/or (d) received payment from insurers, in each case on account of product liability or completed operations claims.

7. With respect to Subject Policies issued by insolvent insurers, other than Insolvent London-based Carriers, Federal-Mogul and Cooper agree to share any recoveries in proportion to the pre-bar date claims submitted by each to the administrator of the estate in question; provided, however, that if the administrator expressly states that it is not making any allowance for a specific group of claims, the calculation of the proportion due Federal-Mogul and Cooper shall exclude those claims.

8. In the event that a Person claiming to be insured under the Subject Policies, other than the Non-Carrier Parties, receives payment of claim(s) under the Subject Policies, the resulting exhaustion will be allocated between Federal-Mogul and Cooper on the

same basis as their respective prescribed shares at the time the claim is paid by the insurance company.

9. Federal-Mogul and Cooper shall keep all Participating Carriers reasonably informed of their respective consumption of what they refer to as the “FM-Cooper Shared Products Limits.” If any Participating Carrier pays or fails to pay a claim based on erroneous information provided either by Federal-Mogul or Cooper of the amount of consumption, if any, of limits allocated to either, the remedy of the aggrieved Non-Carrier Party shall be solely against the Non-Carrier Party which provided the erroneous information. Paragraphs XX.A.1-8 shall not preclude carriers from settling claims with, or paying judgments obtained by, other Persons claiming rights under the “FM-Cooper Shared Products Limits.”

10. Cooper waives all rights to receive any portion of the share of the products/completed operation limits of liability allocated to Federal-Mogul and Cooper of the following Subject Policies issued by Continental Insurance Company: (i) No. L 130 71 52 (1/1/68-1/1/69), (ii) No. LX633 12-91 (1/1/68-1/1/71), (iii) L 143 87-70 (1/1/69-1/1/70), and (iv) L 164 85-50 (1/1/70-1/1/71) (the “CNA Policies”).

DII Industries, LLC

By: _____

Title: _____

Date: _____

Federal-Mogul Products, Inc.

By: _____

Title: _____

Date: _____

Cooper Industries, Inc.

By: _____

Title: _____

Date: _____

Certain Underwriters at Lloyd's, London

By: _____

Title: _____

Date: _____

Certain London Market Insurance Companies

By: _____

Title: _____

Date: _____

Atlanta International Insurance Company (formerly known as Drake Insurance Company of New York)¹

By: _____

Title: _____

Date: _____

Hartford Accident and Indemnity Company, First State Insurance Company and New England 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: _____

¹ As a Participating Carrier only with respect to this Agreement, and no other agreement.

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: _____

AIG Technical Services, Inc, as authorized representative for AIU Insurance Company, American Home Assurance Company, Birmingham Fire Insurance Company, Insurance Company of the State of Pennsylvania, Landmark Insurance Company, Lexington Insurance Company, National Union Fire Insurance Company of Pittsburgh, PA, New Hampshire Insurance Company, Granite State Insurance Company and L'Union Atlantique D'Assurances S.A.

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: _____

Granite State 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: _____

Insko 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 Indemnity Company

By: _____

Title: _____

Date: _____

Yosemite Insurance Company

By: _____

Title: _____

Date: _____

Swiss Reinsurance Company

By: _____

Title: _____

Date: _____

American Re-Insurance Company and its former subsidiary American Excess 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: _____

Republic Insurance Company

By: _____

Title: _____

Date: _____

**Northern Assurance Company of America as successor in interest to certain liabilities of
Falcon Insurance Company**

By: _____

Title: _____

Date: _____

Granite State Insurance Company

By: _____

Title: _____

Date: _____

ATTACHMENT "A"

(Subject Policies)

SUCCESSOR COMPANY	INSURER NAME	POLICY NUMBER
ACE PROPERTY & CASUALTY INSURANCE COMPANY	AETNA INSURANCE COMPANY	XL 02-1037
AIU INSURANCE COMPANY	AIU INSURANCE COMPANY	75-100055
AIU INSURANCE COMPANY	AIU INSURANCE COMPANY	75-100054
AIU INSURANCE COMPANY	AIU INSURANCE COMPANY	75-100053
AIU INSURANCE COMPANY	AIU INSURANCE COMPANY	75101026
AIU INSURANCE COMPANY	AIU INSURANCE COMPANY	75101027
AIU INSURANCE COMPANY	AIU INSURANCE COMPANY	75 101028
AIU INSURANCE COMPANY	AIU INSURANCE COMPANY	75-100908
AIU INSURANCE COMPANY	AIU INSURANCE COMPANY	75-103524
AIU INSURANCE COMPANY	AIU INSURANCE COMPANY	75-103525
AIU INSURANCE COMPANY	AIU INSURANCE COMPANY	75-103591
AIU INSURANCE COMPANY	AIU INSURANCE COMPANY	75-103592
AIU INSURANCE COMPANY	AIU INSURANCE COMPANY	75-103656
AIU INSURANCE COMPANY	AIU INSURANCE COMPANY	75-103663
ALLIANZ AG	ALLIANZ VERSICHERUNGS AG	H. 0 001 456
ALLIANZ AG	ALLIANZ VERSICHERUNGS AG	H. 0 001 456
ALLIANZ GLOBAL RISKS U.S. INSURANCE COMPANY	ALLIANZ INSURANCE COMPANY	UMB 599690
ALLIANZ UNDERWRITERS INSURANCE COMPANY	ALLIANZ UNDERWRITERS INC.	AUX 5201850
ALLIANZ UNDERWRITERS INSURANCE COMPANY	ALLIANZ UNDERWRITERS INSURANCE COMPANY	AUX 5202132
ALLIANZ UNDERWRITERS INSURANCE COMPANY	ALLIANZ UNDERWRITERS, INC	AUX 5201202
ALLIANZ UNDERWRITERS INSURANCE COMPANY	ALLIANZ UNDERWRITERS, INC	AUX 5201297
ALLIANZ UNDERWRITERS INSURANCE COMPANY	ALLIANZ UNDERWRITERS, INC	AUX 5201658
ALLSTATE INSURANCE COMPANY	NORTHBROOK EXCESS AND SURPLUS INSURANCE COMPANY	63003874
ALLSTATE INSURANCE COMPANY	NORTHBROOK EXCESS AND SURPLUS INSURANCE COMPANY	63-005-512
ALLSTATE INSURANCE COMPANY	NORTHBROOK EXCESS AND SURPLUS INSURANCE COMPANY	63 006 485
ALLSTATE INSURANCE COMPANY	NORTHBROOK INSURANCE COMPANY	63 000 986
ALLSTATE INSURANCE COMPANY	NORTHBROOK INSURANCE	63 001 413

	COMPANY	
ALLSTATE INSURANCE COMPANY	NORTHBROOK INSURANCE COMPANY	63 002 469
ALLSTATE INSURANCE COMPANY	NORTHBROOK INSURANCE COMPANY	63 000 237
AMERICAN HOME ASSURANCE COMPANY	AMERICAN HOME ASSURANCE COMPANY	CE 355594
AMERICAN HOME ASSURANCE COMPANY	AMERICAN HOME ASSURANCE COMPANY	CE-2692335
AMERICAN HOME ASSURANCE COMPANY	AMERICAN HOME ASSURANCE COMPANY	501/A7414904
AMERICAN RE-INSURANCE COMPANY	AMERICAN RE-INSURANCE COMPANY	M0371313
AMERICAN RE-INSURANCE COMPANY	AMERICAN RE-INSURANCE COMPANY	M 1025102
AMERICAN RE-INSURANCE COMPANY	AMERICAN RE-INSURANCE COMPANY	M 1027714
AMERICAN RE-INSURANCE COMPANY	AMERICAN RE-INSURANCE COMPANY	M1431743
AMERICAN RE-INSURANCE COMPANY	AMERICAN RE-INSURANCE COMPANY	M 1028591
ASSOCIATED INTERNATIONAL INSURANCE COMPANY	ASSOCIATED INTERNATIONAL INSURANCE COMPANY	AEL 00193 C
ATLANTA INTERNATIONAL INSURANCE COMPANY	DRAKE INSURANCE COMPANY OF NEW YORK	XL 01478
BIRMINGHAM FIRE INSURANCE COMPANY OF PENNSYLVANIA	BIRMINGHAM FIRE INSURANCE COMPANY	SE6073469
BIRMINGHAM FIRE INSURANCE COMPANY OF PENNSYLVANIA	BIRMINGHAM FIRE INSURANCE COMPANY OF PENNSYLVANIA	SE6073331
CENTURY INDEMNITY COMPANY	CALIFORNIA UNION INSURANCE COMPANY	ZCX 00 39 97
CENTURY INDEMNITY COMPANY	CALIFORNIA UNION INSURANCE COMPANY	ZCX 00 44 18
CENTURY INDEMNITY COMPANY	CALIFORNIA UNION INSURANCE COMPANY	ZCX 00 44 11
CENTURY INDEMNITY COMPANY	CALIFORNIA UNION INSURANCE COMPANY	ZCX 00 61 79
CENTURY INDEMNITY COMPANY	CALIFORNIA UNION INSURANCE COMPANY	ZCX 00 61 80
CENTURY INDEMNITY COMPANY	CALIFORNIA UNION INSURANCE COMPANY	ZCX 00 65 04
CENTURY INDEMNITY COMPANY	CALIFORNIA UNION INSURANCE COMPANY	ZCX 00 65 05
CENTURY INDEMNITY COMPANY	CALIFORNIA UNION INSURANCE COMPANY	ZCX 00 70 79
CENTURY INDEMNITY COMPANY	CALIFORNIA UNION INSURANCE COMPANY	ZCX 00 70 80

	COMPANY	
CENTURY INDEMNITY COMPANY	CALIFORNIA UNION INSURANCE COMPANY	ZCX 00 77 83
CENTURY INDEMNITY COMPANY	CALIFORNIA UNION INSURANCE COMPANY	ZCX 00 77 84
CENTURY INDEMNITY COMPANY	CALIFORNIA UNION INSURANCE COMPANY	ZCX 00 77 85
CENTRAL NATIONAL INSURANCE COMPANY OF OMAHA	CENTRAL NATIONAL INSURANCE COMPANY OF OMAHA	CNZ 14-06-15
CENTRAL NATIONAL INSURANCE COMPANY OF OMAHA	CENTRAL NATIONAL INSURANCE COMPANY OF OMAHA	CNZ 14-23-40
CENTRAL NATIONAL INSURANCE COMPANY OF OMAHA	CENTRAL NATIONAL INSURANCE COMPANY OF OMAHA	CNZ 00-86-03
CENTURY INDEMNITY COMPANY	INSURANCE COMPANY OF NORTH AMERICA	GAL 197644
CENTURY INDEMNITY COMPANY	INSURANCE COMPANY OF NORTH AMERICA	GAL 204195
CENTURY INDEMNITY COMPANY	INSURANCE COMPANY OF NORTH AMERICA	GAL 336722
CENTURY INDEMNITY COMPANY	INSURANCE COMPANY OF NORTH AMERICA	GAL 355450
CENTURY INDEMNITY COMPANY	INSURANCE COMPANY OF NORTH AMERICA	GAL 394501
CENTURY INDEMNITY COMPANY	INSURANCE COMPANY OF NORTH AMERICA	XCP 1 43 05
CENTURY INDEMNITY COMPANY	INSURANCE COMPANY OF NORTH AMERICA	XCP 143427
CENTURY INDEMNITY COMPANY	INSURANCE COMPANY OF NORTH AMERICA	XCP 145146
CENTURY INDEMNITY COMPANY	INSURANCE COMPANY OF NORTH AMERICA	XCP 66 40
PACIFIC EMPLOYERS INSURANCE COMPANY	PACIFIC EMPLOYERS INSURANCE COMPANY	XCC 00 31 78
PACIFIC EMPLOYERS INSURANCE COMPANY	PACIFIC EMPLOYERS INSURANCE COMPANY	XCC 00 32 01
PACIFIC EMPLOYERS INSURANCE COMPANY	PACIFIC EMPLOYERS INSURANCE COMPANY	XCC 01 67 22
THE CENTRAL NATIONAL INSURANCE COMPANY OF OMAHA	THE CENTRAL NATIONAL INSURANCE COMPANY OF OMAHA	CNZ 00-86-34
COLUMBIA CASUALTY COMPANY	COLUMBIA CASUALTY COMPANY	RDU 1862881
COLUMBIA CASUALTY COMPANY	COLUMBIA CASUALTY COMPANY	RDX 186 45 87
COLUMBIA CASUALTY COMPANY	COLUMBIA CASUALTY COMPANY	RDX 3652475
COLUMBIA CASUALTY COMPANY	COLUMBIA CASUALTY COMPANY	RDX 416-99-51
COLUMBIA CASUALTY COMPANY	COLUMBIA CASUALTY COMPANY	RDX 417-01-94
COLUMBIA CASUALTY COMPANY	COLUMBIA CASUALTY COMPANY	RDX 917 61 07
CONTINENTAL CASUALTY COMPANY	CONTINENTAL CASUALTY COMPANY	RDX 142-18-77
CONTINENTAL CASUALTY COMPANY	CONTINENTAL CASUALTY COMPANY	RDX 282 17 28

CONTINENTAL CASUALTY COMPANY	CONTINENTAL CASUALTY COMPANY	RDX 282 18 64
CONTINENTAL CASUALTY COMPANY	CONTINENTAL CASUALTY COMPANY	RDX 893-66-95
THE CONTINENTAL INSURANCE COMPANY	HARBOR INSURANCE COMPANY	110811
THE CONTINENTAL INSURANCE COMPANY	HARBOR INSURANCE COMPANY	HI 180032
THE CONTINENTAL INSURANCE COMPANY	HARBOR INSURANCE COMPANY	116164
THE CONTINENTAL INSURANCE COMPANY	THE CONTINENTAL INSURANCE COMPANY	L 0974670
THE CONTINENTAL INSURANCE COMPANY	THE CONTINENTAL INSURANCE COMPANY	L 1307152
THE CONTINENTAL INSURANCE COMPANY	THE CONTINENTAL INSURANCE COMPANY	LX-6331291
THE CONTINENTAL INSURANCE COMPANY	THE CONTINENTAL INSURANCE COMPANY	L 1438770
THE CONTINENTAL INSURANCE COMPANY	THE CONTINENTAL INSURANCE COMPANY	L 1648550
THE CONTINENTAL INSURANCE COMPANY	THE CONTINENTAL INSURANCE COMPANY	L 6345748
THE CONTINENTAL INSURANCE COMPANY	THE CONTINENTAL INSURANCE COMPANY	L 4266705
THE CONTINENTAL INSURANCE COMPANY	THE CONTINENTAL INSURANCE COMPANY	L 6247502
THE CONTINENTAL INSURANCE COMPANY	THE CONTINENTAL INSURANCE COMPANY	SRX 2 15 34 71
THE CONTINENTAL INSURANCE COMPANY	THE CONTINENTAL INSURANCE COMPANY	SRX 319 68 96
THE CONTINENTAL INSURANCE COMPANY	THE CONTINENTAL INSURANCE COMPANY	SRX 1 89 12 99
EMPLOYERS MUTUAL CASUALTY COMPANY	EMPLOYERS MUTUAL CASUALTY COMPANY	MMO-71303
EMPLOYERS MUTUAL CASUALTY COMPANY	EMPLOYERS MUTUAL CASUALTY COMPANY	MMMW-72095
EMPLOYERS MUTUAL CASUALTY COMPANY	EMPLOYERS MUTUAL CASUALTY COMPANY	MMMW 72151
EMPLOYERS MUTUAL CASUALTY COMPANY	EMPLOYERS MUTUAL CASUALTY COMPANY	MMO-70754
EMPLOYERS OF WAUSAU, A MUTUAL INSURANCE COMPANY	EMPLOYERS OF WAUSAU, A MUTUAL INSURANCE COMPANY	5736-00-102223
EMPLOYERS REINSURANCE CORPORATION	EMPLOYERS REINSURANCE CORPORATION	PLE-12648
EMPLOYERS REINSURANCE CORPORATION	EMPLOYERS REINSURANCE CORPORATION	PLE-12648
EUROPEAN GENERAL REINSURANCE COMPANY OF ZURICH	EUROPEAN GENERAL REINSURANCE COMPANY OF ZURICH	FU-79-8077/109-79

EVANSTON INSURANCE COMPANY	EVANSTON INSURANCE COMPANY	LE 10378
EVEREST REINSURANCE COMPANY	PRUDENTIAL REINSURANCE COMPANY	DXC DX0081
EVEREST REINSURANCE COMPANY	PRUDENTIAL REINSURANCE COMPANY	DXC DX 0616
EVEREST REINSURANCE COMPANY	PRUDENTIAL REINSURANCE COMPANY	DXC DX 0617
EVEREST REINSURANCE COMPANY	PRUDENTIAL REINSURANCE COMPANY	DXC DX 0161
EVEREST REINSURANCE COMPANY	PRUDENTIAL REINSURANCE COMPANY	DXC 901 103
EXECUTIVE RISK INDEMNITY, INC.	AMERICAN EXCESS INSURANCE COMPANY	EUL 5000424
EXECUTIVE RISK INDEMNITY, INC.	AMERICAN EXCESS INSURANCE COMPANY	EUL 5076492
EXECUTIVE RISK INDEMNITY, INC.	AMERICAN EXCESS INSURANCE COMPANY	EUL 5085640
EXECUTIVE RISK INDEMNITY, INC.	AMERICAN EXCESS INSURANCE COMPANY	EUL 5098262
EXECUTIVE RISK INDEMNITY, INC.	AMERICAN EXCESS INSURANCE COMPANY	EUL5001964
FEDERAL INSURANCE COMPANY	FEDERAL INSURANCE COMPANY	(79)79227243
FEDERAL INSURANCE COMPANY	FEDERAL INSURANCE COMPANY	(80)79227290
FEDERAL INSURANCE COMPANY	FEDERAL INSURANCE COMPANY	(80)79227297
FIREMAN'S FUND INSURANCE COMPANY	FIREMAN'S FUND INSURANCE COMPANY	XLX-120 42 94
FIREMAN'S FUND INSURANCE COMPANY	FIREMAN'S FUND INSURANCE COMPANY	XLX-126 71 88
FIREMAN'S FUND INSURANCE COMPANY	FIREMAN'S FUND INSURANCE COMPANY	XLX-130 17 31
FIREMAN'S FUND INSURANCE COMPANY	FIREMAN'S FUND INSURANCE COMPANY	XLX-137 03 13
FIREMAN'S FUND INSURANCE COMPANY	FIREMAN'S FUND INSURANCE COMPANY	XLX 102 78 59
FIREMAN'S FUND INSURANCE COMPANY	FIREMAN'S FUND INSURANCE COMPANY	XLX 105 67 50
FIREMAN'S FUND INSURANCE COMPANY	FIREMAN'S FUND INSURANCE COMPANY	XLX-137 03 83
FIRST STATE INSURANCE COMPANY	FIRST STATE INSURANCE COMPANY	911879
FIRST STATE INSURANCE COMPANY	FIRST STATE INSURANCE COMPANY	924091
FIRST STATE INSURANCE COMPANY	FIRST STATE INSURANCE COMPANY	925897
FIRST STATE INSURANCE COMPANY	FIRST STATE INSURANCE COMPANY	927795

FIRST STATE INSURANCE COMPANY	FIRST STATE INSURANCE COMPANY	917177
FIRST STATE INSURANCE COMPANY	FIRST STATE INSURANCE COMPANY	917383
FREMONT INDUSTRIAL INDEMNITY COMPANY	INDUSTRIAL INDEMNITY COMPANY	JE 884-4186
GENERAL REINSURANCE CORPORATION	GENERAL REINSURANCE CORPORATION	X3993
GRANITE STATE INSURANCE COMPANY	GRANITE STATE INSURANCE COMPANY	SCLD 80-94063
GRANITE STATE INSURANCE COMPANY	GRANITE STATE INSURANCE COMPANY	SCLD80-94064
GRANITE STATE INSURANCE COMPANY	GRANITE STATE INSURANCE COMPANY	6680-1963
GRANITE STATE INSURANCE COMPANY	GRANITE STATE INSURANCE COMPANY	6681-2370
GRANITE STATE INSURANCE COMPANY	GRANITE STATE INSURANCE COMPANY	6681-2371
GRANITE STATE INSURANCE COMPANY	GRANITE STATE INSURANCE COMPANY	6682-3216
GRANITE STATE INSURANCE COMPANY	GRANITE STATE INSURANCE COMPANY	6682-3217
GRANITE STATE INSURANCE COMPANY	GRANITE STATE INSURANCE COMPANY	6683-3982
GRANITE STATE INSURANCE COMPANY	GRANITE STATE INSURANCE COMPANY	6683-3983
GRANITE STATE INSURANCE COMPANY	GRANITE STATE INSURANCE COMPANY	6684-4637
GRANITE STATE INSURANCE COMPANY	GRANITE STATE INSURANCE COMPANY	6685-5584
GRANITE STATE INSURANCE COMPANY	GRANITE STATE INSURANCE COMPANY	SCLD 80-94000
HARTFORD ACCIDENT AND INDEMNITY COMPANY	HARTFORD ACCIDENT AND INDEMNITY COMPANY	10 XS 100561
HARTFORD ACCIDENT AND INDEMNITY COMPANY	HARTFORD ACCIDENT AND INDEMNITY COMPANY	10 XS 100788
HARTFORD ACCIDENT AND INDEMNITY COMPANY	THE HARTFORD ACCIDENT AND INDEMNITY COMPANY	10 XS 100195
HIGHLANDS INSURANCE COMPANY	HIGHLANDS INSURANCE COMPANY	SR 20205
HIGHLANDS INSURANCE COMPANY	HIGHLANDS INSURANCE COMPANY	SR 20474
HIGHLANDS INSURANCE COMPANY	HIGHLANDS INSURANCE COMPANY	SR 20475
HIGHLANDS INSURANCE COMPANY	HIGHLANDS INSURANCE COMPANY	SR 20811
HIGHLANDS INSURANCE COMPANY	HIGHLANDS INSURANCE	SR 20812

	COMPANY	
HIGHLANDS INSURANCE COMPANY	HIGHLANDS INSURANCE COMPANY	SR 40556
HIGHLANDS INSURANCE COMPANY	HIGHLANDS INSURANCE COMPANY	SR 40656
HIGHLANDS INSURANCE COMPANY	HIGHLANDS INSURANCE COMPANY	SR 40815
HIGHLANDS INSURANCE COMPANY	HIGHLANDS INSURANCE COMPANY	SR 41018
HIGHLANDS INSURANCE COMPANY	HIGHLANDS INSURANCE COMPANY	SR 41257
HIGHLANDS INSURANCE COMPANY	HIGHLANDS INSURANCE COMPANY	SR 41699
HIGHLANDS INSURANCE COMPANY	HIGHLANDS INSURANCE COMPANY	SR 10598
HIGHLANDS INSURANCE COMPANY	HIGHLANDS INSURANCE COMPANY	564/UC0017
HIGHLANDS INSURANCE COMPANY	HIGHLANDS INSURANCE COMPANY	501/A7414904
HIGHLANDS INSURANCE COMPANY	HIGHLANDS INSURANCE COMPANY	501/A7414904
INSCO LIMITED	INSCO LIMITED	CE 00 0003 I2/0331-FC/R
INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA, THE	THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA	4176-7295
INTERNATIONAL INSURANCE COMPANY	INTERNATIONAL INSURANCE COMPANY	522 046880 1
INTERNATIONAL INSURANCE COMPANY	INTERNATIONAL INSURANCE COMPANY	522 046881 9
INTERNATIONAL INSURANCE COMPANY	INTERNATIONAL INSURANCE COMPANY	522 055022 4
LEXINGTON INSURANCE COMPANY	LEXINGTON INSURANCE COMPANY	551 1459
LEXINGTON INSURANCE COMPANY	LEXINGTON INSURANCE COMPANY	GC 5500201
LEXINGTON INSURANCE COMPANY	LEXINGTON INSURANCE COMPANY	543/55162/80
LEXINGTON INSURANCE COMPANY	LEXINGTON INSURANCE COMPANY	543/55163/80
LEXINGTON INSURANCE COMPANY	LEXINGTON INSURANCE COMPANY	PY 105379
LUMBERMEN'S MUTUAL CASUALTY COMPANY	LUMBERMEN'S MUTUAL CASUALTY COMPANY	3SX 016 626
MT. MCKINLEY INSURANCE COMPANY	GIBRALTAR CASUALTY COMPANY	GMX 00045
MT. MCKINLEY INSURANCE COMPANY	GIBRALTAR CASUALTY COMPANY	GMX 00046

MT. MCKINLEY INSURANCE COMPANY	GIBRALTAR CASUALTY COMPANY	GMX 00981
MT. MCKINLEY INSURANCE COMPANY	GIBRALTAR CASUALTY COMPANY	GMX 01584
NATIONAL CASUALTY COMPANY	NATIONAL CASUALTY COMPANY	XU 000234
NATIONAL CASUALTY COMPANY	NATIONAL CASUALTY COMPANY	564/UC0017
NATIONAL CASUALTY COMPANY	NATIONAL CASUALTY COMPANY	564/UC0017
NATIONAL CASUALTY COMPANY	NATIONAL CASUALTY COMPANY	564/UC0018
NATIONAL CASUALTY COMPANY	NATIONAL CASUALTY COMPANY	69/14282/1/BB 12188 Z
NATIONAL SURETY CORPORATION	NATIONAL SURETY CORPORATION	XLX-136 63 36
NATIONAL SURETY CORPORATION	NATIONAL SURETY CORPORATION	XLX-143 62 15
NATIONAL SURETY CORPORATION	NATIONAL SURETY CORPORATION	XLX-143 62 16
NATIONAL SURETY CORPORATION	NATIONAL SURETY CORPORATION	XLX-148 59 21
NATIONAL SURETY CORPORATION	NATIONAL SURETY CORPORATION	XLX-148 59 22
NATIONAL SURETY CORPORATION	NATIONAL SURETY CORPORATION	XLX 153 00 76
NATIONAL SURETY CORPORATION	NATIONAL SURETY CORPORATION	XLX-153 00 77
NATIONAL SURETY CORPORATION	NATIONAL SURETY CORPORATION	XLX-153 02 08
NATIONAL SURETY CORPORATION	NATIONAL SURETY CORPORATION	XLX-173 57 89
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA	CE1011901
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA	CE1011901
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA	1229452
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA	1229452
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA	GLA 1270148
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA	1225321
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA	1225321
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA	1226440

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA	1226084
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.	9605832
NEW ENGLAND INSURANCE COMPANY	NEW ENGLAND INSURANCE COMPANY	EG 000001
NEW ENGLAND INSURANCE COMPANY	NEW ENGLAND INSURANCE COMPANY	EG 000005
NORTH STAR REINSURANCE CORPORATION	NORTH STAR REINSURANCE CORPORATION	NSX-8963
NORTHWESTERN NATIONAL INSURANCE COMPANY	NORTHWESTERN NATIONAL INSURANCE COMPANY	XLP 400251
ONEBEACON AMERICA INSURANCE COMPANY	EMPLOYERS COMMERCIAL UNION INSURANCE COMPANY	EY-8417-002
NORTHERN ASSURANCE COMPANY OF AMERICA	FALCON INSURANCE COMPANY	S1600049
NORTHERN ASSURANCE COMPANY OF AMERICA	FALCON INSURANCE COMPANY	S1600334
ONEBEACON AMERICA INSURANCE COMPANY	THE EMPLOYERS LIABILITY ASSURANCE CORPORATION LTD.	E 16-8417-001
PROVIDENCE WASHINGTON INSURANCE COMPANY	PROVIDENCE WASHINGTON INSURANCE COMPANY	CU173770
REPUBLIC INSURANCE COMPANY	REPUBLIC INSURANCE COMPANY	CDE 1530
ROYAL INDEMNITY COMPANY	ROYAL INDEMNITY COMPANY	ED 103033
SAFETY NATIONAL CASUALTY CORPORATION	SAFETY MUTUAL CASUALTY CORPORATION	UF 1204 IL
SAFETY NATIONAL CASUALTY CORPORATION	SAFETY MUTUAL CASUALTY CORPORATION	UF 1942 IL
SAFETY NATIONAL CASUALTY CORPORATION	SAFETY MUTUAL CASUALTY CORPORATION	UF 1943 IL
SAFETY NATIONAL CASUALTY CORPORATION	SAFETY MUTUAL CASUALTY CORPORATION	UF 2693 IL
SEATON INSURANCE COMPANY	UNIGARD MUTUAL INSURANCE COMPANY	1-5047
SEATON INSURANCE COMPANY	UNIGARD MUTUAL INSURANCE COMPANY	1-5085
SENTRY INSURANCE COMPANY (as assumptive reinsurer)	GREAT SOUTHWEST FIRE INSURANCE COMPANY	XL 11195

ST. PAUL MERCURY INSURANCE COMPANY	ST. PAUL MERCURY INSURANCE COMPANY	XL 02-1020
STONEWALL INSURANCE COMPANY	STONEWALL INSURANCE COMPANY	33000113
STONEWALL INSURANCE COMPANY	STONEWALL INSURANCE COMPANY	36000002
STONEWALL INSURANCE COMPANY	STONEWALL INSURANCE COMPANY	36000001
STONEWALL INSURANCE COMPANY	STONEWALL INSURANCE COMPANY	36000042
STONEWALL INSURANCE COMPANY	STONEWALL INSURANCE COMPANY	36000003
SWISS REINSURANCE COMPANY	SWISS REINSURANCE COMPANY	ZH/R 4020-0601-50/78
THE HOME INSURANCE COMPANY	CITY INSURANCE COMPANY	HEC-9 69 37 49
THE HOME INSURANCE COMPANY	CITY INSURANCE COMPANY	HEC-9 69 37 51
THE HOME INSURANCE COMPANY	CITY INSURANCE COMPANY	HEC-9 82 59 78
THE HOME INSURANCE COMPANY	CITY INSURANCE COMPANY	HEC-9 82 59 74
THE HOME INSURANCE COMPANY	THE HOME INSURANCE COMPANY	HEC-4 49 60 28
THE HOME INSURANCE COMPANY	THE HOME INSURANCE COMPANY	HEC-9 53 09 92
THE HOME INSURANCE COMPANY	THE HOME INSURANCE COMPANY	HXL-1 57 77 55
THE HOME INSURANCE COMPANY	THE HOME INSURANCE COMPANY	HXL-1 57 77 56
THE HOME INSURANCE COMPANY	THE HOME INSURANCE COMPANY	HEC 9 30 47 32
THE HOME INSURANCE COMPANY	THE HOME INSURANCE COMPANY	HEC-4 16 60 88
THE HOME INSURANCE COMPANY	THE HOME INSURANCE COMPANY	HEC-9 00 72 37
TRAVELERS CASUALTY AND SURETY COMPANY	THE AETNA CASUALTY AND SURETY COMPANY	01XN 1192 WCA
TRAVELERS CASUALTY AND SURETY COMPANY	THE AETNA CASUALTY AND SURETY COMPANY	01 XN 1600 WCA
TRAVELERS CASUALTY AND SURETY COMPANY	THE AETNA CASUALTY AND SURETY COMPANY	01 XN 2139 WCA
TRAVELERS CASUALTY AND SURETY COMPANY	THE AETNA CASUALTY AND SURETY COMPANY	08 XN 166 WCA
TRAVELERS CASUALTY AND SURETY COMPANY	THE AETNA CASUALTY AND SURETY COMPANY	08 XN 165 WCA
TRAVELERS CASUALTY AND SURETY COMPANY	THE AETNA CASUALTY AND SURETY COMPANY	01 XN 5072 WCA
TRAVELERS CASUALTY AND SURETY COMPANY	THE AETNA CASUALTY AND SURETY COMPANY	01 XN 5116 WCA
TRAVELERS CASUALTY AND SURETY COMPANY	THE AETNA CASUALTY AND SURETY COMPANY	01 XN 993 WCA

UNDERWRITERS AT LLOYD'S LONDON AND LONDON COMPANIES	UNDERWRITERS AT LLOYD'S LONDON AND LONDON COMPANIES	509/77DD740C
UNDERWRITERS AT LLOYD'S LONDON AND LONDON COMPANIES	UNDERWRITERS AT LLOYD'S LONDON AND LONDON COMPANIES	PY035478
UNDERWRITERS AT LLOYD'S LONDON AND LONDON COMPANIES	UNDERWRITERS AT LLOYD'S LONDON AND LONDON COMPANIES	PY035578
UNDERWRITERS AT LLOYD'S LONDON AND LONDON COMPANIES	UNDERWRITERS AT LLOYD'S LONDON AND LONDON COMPANIES	PY035678
UNDERWRITERS AT LLOYD'S LONDON AND LONDON COMPANIES	UNDERWRITERS AT LLOYD'S LONDON AND LONDON COMPANIES	PY035479
UNDERWRITERS AT LLOYD'S LONDON AND LONDON COMPANIES	UNDERWRITERS AT LLOYD'S LONDON AND LONDON COMPANIES	PY035578
UNDERWRITERS AT LLOYD'S LONDON AND LONDON COMPANIES	UNDERWRITERS AT LLOYD'S LONDON AND LONDON COMPANIES	PY035679
UNDERWRITERS AT LLOYD'S LONDON AND LONDON COMPANIES	UNDERWRITERS AT LLOYD'S LONDON AND LONDON COMPANIES	543/55162/80
UNDERWRITERS AT LLOYD'S LONDON AND LONDON COMPANIES	UNDERWRITERS AT LLOYD'S LONDON AND LONDON COMPANIES	543/55163/80
UNDERWRITERS AT LLOYD'S LONDON AND LONDON COMPANIES	UNDERWRITERS AT LLOYD'S LONDON AND LONDON COMPANIES	509/77DD1308C
UNDERWRITERS AT LLOYD'S LONDON AND LONDON COMPANIES	UNDERWRITERS AT LLOYD'S LONDON AND LONDON COMPANIES	69/14282/1/BB 12188 Z
UNDERWRITERS AT LLOYD'S LONDON AND LONDON COMPANIES	UNDERWRITERS AT LLOYD'S LONDON AND LONDON COMPANIES	PY105379
UNDERWRITERS AT LLOYD'S LONDON AND LONDON COMPANIES	UNDERWRITERS AT LLOYD'S LONDON AND LONDON COMPANIES	501/A7414904
UNDERWRITERS AT LLOYD'S LONDON AND LONDON COMPANIES	UNDERWRITERS AT LLOYD'S LONDON AND LONDON COMPANIES	PY273085
UNDERWRITERS AT LLOYD'S LONDON AND LONDON COMPANIES	UNDERWRITERS AT LLOYD'S LONDON AND LONDON COMPANIES	564/UC0017
UNDERWRITERS AT LLOYD'S LONDON AND LONDON COMPANIES	UNDERWRITERS AT LLOYD'S LONDON AND LONDON COMPANIES	564/UC0018
UNDERWRITERS AT LLOYD'S LONDON AND LONDON COMPANIES	UNDERWRITERS AT LLOYD'S LONDON AND LONDON COMPANIES	PY272985

UNITED STATES FIRE INSURANCE COMPANY	UNITED STATES FIRE INSURANCE COMPANY	523 077428 7
UNITED STATES FIRE INSURANCE COMPANY	UNITED STATES FIRE INSURANCE COMPANY	523 067253
UNITED STATES FIRE INSURANCE COMPANY	UNITED STATES FIRE INSURANCE COMPANY	523 219826
UNITED STATES FIRE INSURANCE COMPANY	UNITED STATES FIRE INSURANCE COMPANY	522 035627 4
WESTPORT INSURANCE CORPORATION	MANHATTAN FIRE & MARINE INSURANCE COMPANY	ML 65 01 83
YOSEMITE INSURANCE COMPANY	YOSEMITE INSURANCE COMPANY	YXL 106803
ZURICH INSURANCE COMPANY	ZURICH INSURANCE COMPANY	IRD SR 4056
ZURICH INTERNATIONAL LIMITED	ZURICH INTERNATIONAL LIMITED	ZIB 72,637-85-C
ZURICH INTERNATIONAL LIMITED	ZURICH INTERNATIONAL LIMITED	ZI 7005/3
ZURICH INTERNATIONAL LIMITED	ZURICH INTERNATIONAL LTD.	ZI 7005 ZI 7005/2
	UNKNOWN	UNKNOWN

ATTACHMENT “B”

(Notice for Participating Carriers)

ATTACHMENT “C”

(Insolvent London-based Carriers)

Bellefonte Insurance Company Limited
Bermuda Fire & Marine Insurance Company Limited
Bryanston Insurance Company Limited
Dart Insurance Company
El Paso Insurance Company Limited
English & American Insurance Company Limited
London & Overseas Insurance Company Limited
Louisville Insurance Company Limited
Mentor Insurance Company
Mutual Reinsurance Company Limited
North Atlantic Insurance Company Limited
Orion Insurance Company Limited
Southern American Insurance Company Limited
Walbrook Insurance Company Limited

ATTACHMENT D

HALLIBURTON GUARANTEE AGREEMENT

Dated as of November __, 2004

between

HALLIBURTON COMPANY

and

COOPER INDUSTRIES, INC.

HALLIBURTON GUARANTEE AGREEMENT

This HALLIBURTON GUARANTEE AGREEMENT (this “Agreement”) dated as of October __, 2004, is made between HALLIBURTON COMPANY, a Delaware corporation (the “Guarantor”), and COOPER INDUSTRIES, INC., an Ohio corporation (“Cooper”).

A. Contemporaneously herewith, DII Industries, LLC. (“DII Industries”), Federal-Mogul Products, Inc. and Cooper entered into a Partitioning Agreement (the “Partitioning Agreement”) pursuant to which DII Industries agreed to, among other things, pay to Cooper the sum of Forty Six Million (\$46,000,000) Dollars on the terms set forth therein.

B. As a condition of Cooper entering into the Partitioning Agreement, Cooper has required the Guarantor to enter into this Agreement.

C. DII Industries is an indirect wholly owned subsidiary of the Guarantor and the entry by Cooper into the Partitioning Agreement is in the best interests of the Guarantor and will be economically beneficial to the Guarantor.

To induce Cooper to enter into the Partitioning Agreement, for the reasons stated above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor wishes to guarantee the Guaranteed Obligations (as hereinafter defined) of DII Industries to Cooper. Accordingly, the Guarantor and Cooper hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions; Principles of Interpretation and Construction.

Each capitalized term used and not otherwise defined herein shall have the meaning assigned to such term (whether directly or by reference to another document or agreement) in the Partitioning Agreement.

Section 1.02 The Guarantee. The Guarantor hereby irrevocably, absolutely and unconditionally guarantees to Cooper and its successors and permitted assigns the full and prompt payment and performance and satisfaction, as primary obligor and as a guarantor of payment and not merely as surety or guarantor of collection, in full when due (whether at extended maturity, by acceleration or otherwise) of all the monetary obligations of DII Industries to Cooper under and in accordance with paragraph VIII of the Partitioning Agreement (such obligations being herein collectively called the “Guaranteed Obligations”). The Guarantor hereby further agrees that if the DII Industries shall fail to perform, satisfy, pay or discharge in full when due (whether at extended maturity, by acceleration or otherwise) any of the Guaranteed Obligations, the Guarantor shall promptly perform, satisfy, pay or discharge in full, and that in the case of any extension of time of payment, performance or renewal of any of the Guaranteed Obligations, the same will be promptly satisfied and performed in full when due

(whether at extended maturity, by acceleration or otherwise) strictly in accordance with the terms of such extension or renewal.

Section 1.03 Obligations Unconditional. The obligations of the Guarantor under **Section 1.02** shall be continuing and irrevocable, primary and original, immediate and noncontingent, absolute and unconditional irrespective of the value, genuineness, validity or regularity of the Partitioning Agreement, or any substitution, release or exchange of any other guarantee of or security for any of the Guaranteed Obligations, and, to the fullest extent permitted by applicable law, irrespective of any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor (other than the defense of enforceability), it being the intent of this **Section 1.02** that the obligations of the Guarantor hereunder shall be absolute and unconditional under any and all circumstances. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not alter or impair the liability of the Guarantor hereunder, which shall remain absolute and unconditional as described above without regard to and not be released, discharged or in any way affected (whether in full or in part) by:

(a) at any time or from time to time, with or without notice to the Guarantor, the time for any performance of or compliance with any of the Guaranteed Obligations shall be extended, or such performance or compliance shall be waived;

(b) the maturity of any of the Guaranteed Obligations shall be accelerated, or any of the Guaranteed Obligations shall be modified, supplemented or amended in any respect, or any right under the Partitioning Agreement or any other agreement or instrument referred to therein shall be waived or any other guarantee of any of the Guaranteed Obligations or any security therefore shall be released or exchanged in whole or in part or otherwise dealt with;

(c) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against Cooper, DII Industries (other than the pending chapter 11 cases of DII Industries et. al) the Guarantor or any other Person, including any discharge of, or bar or stay against collecting, all or any part of the Guaranteed Obligations (or any interest on all or any part of the Guaranteed Obligations) in or as a result of any such proceeding;

Section 1.04 Consent by Guarantor. Notwithstanding anything in this Agreement to the contrary, if DII Industries ceases to be an indirect, wholly-owned subsidiary of Guarantor, and provided that Guarantor has given Cooper notice in writing of that fact, Guarantor's obligations under this Agreement shall cease if there is any alteration, amendment or modification of the Guaranteed Obligations subsequent to such notification that has not been consented to in writing by the Guarantor.

Section 1.05 Waiver. The Guarantor hereby expressly waives promptness, diligence, presentment, demand for payment or performance and protest; filing of claims with any court; any proceeding to enforce any provision of the Partitioning Agreement and any requirement that Cooper exhausts any right, power or remedy or proceed or take any

other action against the DII Industries under the Partitioning Agreement and any claims of waiver, release, surrender, alteration or compromise and all defenses, set-offs, counterclaims, recoupments, reductions, limitations, impairments or terminations, whether arising hereunder or otherwise.

Section 1.06 Reinstatement. The obligations of the Guarantor under this Article I shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of the DII Industries in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder of any of the Guaranteed Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise. The Guarantor agrees that it will indemnify Cooper on demand for all costs and expenses (including fees of counsel) incurred by Cooper in connection with such rescission or restoration, including any such costs and expenses reasonably incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar payment under any bankruptcy law.

Section 1.07 Subrogation. The Guarantor hereby agrees that until the payment and satisfaction in full of the Guaranteed Obligations and the expiration and termination of all Guaranteed Obligations, it shall not exercise any right or remedy arising by reason of the performance of any of its Guaranteed Obligations, whether by subrogation or otherwise, against DII Industries or any other guarantor of any of the Guaranteed Obligations, or any security for any of the Guaranteed Obligations.

Section 1.08 Notices. Cooper shall notify the Guarantor of any failure by the DII Industries to perform, satisfy, pay or discharge in full when due (whether at extended maturity, by acceleration or otherwise) any of the Guaranteed Obligations. Failure by Cooper to give such notice shall not relieve Guarantor of its obligations under this Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

The Guarantor represents and warrants to Cooper, as of the date hereof, that:

Section 2.01 Corporate Existence. As of the date hereof, the Guarantor is a corporation duly organized, validly existing and in good standing under the laws of Delaware and has all requisite corporate power and is qualified to do business in each jurisdiction where such qualification is necessary to perform its obligations under this Agreement.

Section 2.02 Corporate Action; Enforceability. The execution, delivery and performance of this Agreement (a) are within the corporate powers of the Guarantor and (b) have been duly authorized by all necessary corporate action of the Guarantor. This Agreement has been duly executed and delivered by the Guarantor and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy law or other laws affecting creditors' rights generally and as its enforceability is subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

Section 2.03 No Conflicts. As of the date hereof, none of the execution, delivery or performance of this Agreement, the consummation of the transactions herein contemplated or compliance with the terms and provisions hereof will conflict with, result in a breach of or constitute a default under, or require any consent under, (i) the charter documents of the Guarantor, (ii) any applicable governmental rule, or (iii) any agreement or instrument to which the Guarantor is a party or by which it or its assets or property are bound.

ARTICLE III

MISCELLANEOUS

Section 3.01 Notices. All notices, requests and other communications provided for in this Agreement shall be given or made in writing and delivered by hand or courier service, mailed by certified or registered mail or sent by telecopy to the intended recipient at its respective address set forth below its name in this Section 3.01, or, as to any party, at such other address as is designated by that party in a notice to each other party. All such communications shall be deemed to have been duly given or made upon receipt as shown by messenger receipt, the addressor's telecopy machine confirmation or other verifiable electronic receipt, or the registry or certification receipt.

Guarantor:

Halliburton Company
Five Houston Center
1401 McKinney, Suite 2404
Houston, TX 77010
Attention: Albert O. Cornelison, Jr., Esq.
Executive Vice President and General Counsel
Telephone: (713) 759-2620
Facsimile: (713) 759-2622

Company:

Cooper Industries, Inc.
600 Travis, Suite 5800
Houston, TX 77002
Attention: Diane K. Schumacher, Esq.
Senior Vice President and General Counsel
Telephone: (713) 209-8407
Facsimile: (713) 209-8989

Section 3.02 No Waiver. No failure on the part of Cooper to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Cooper of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Except to the extent inconsistent with the terms hereof, the remedies herein are cumulative and are not exclusive of any remedies provided by law.

Section 3.03 Amendments, Etc. The terms of this Agreement may be waived, altered or amended only by an instrument in writing duly executed by the Guarantor and Cooper.

Section 3.04 Expenses. The Guarantor agrees to reimburse Cooper (or the Collateral Agent, as assignee) for all reasonable costs and expenses (including the reasonable fees and expenses of legal counsel) of Cooper in connection with (i) any default or breach in respect of the Guaranteed Obligations or this Agreement and any enforcement or collection proceeding resulting therefrom.

Section 3.05 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign either this Agreement or the party's rights, interests or obligations hereunder without the prior written consent of the other party; provided, however, Cooper may assign any of its rights, interests or obligations hereunder to any corporation, limited liability company or other entity that directly or indirectly controls, is controlled by or is under common control with Cooper.

Section 3.06 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties to this Agreement may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page to the Agreement by hand or by telecopy shall be as effective as the delivery of a fully executed counterpart of this Agreement.

Section 3.07 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Texas.

Section 3.08 Waiver of Jury Trial. **THE GUARANTOR AND COOPER HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

Section 3.09 Captions. The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

Section 3.10 Entire Agreement. Except as provided in paragraph VIII of the Partitioning Agreement, this Agreement constitutes the entire agreement between the parties

hereto with respect to the subject matter hereof. Any previous agreement between the parties with respect to the subject matter hereof is superseded by this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Halliburton Guarantee Agreement to be duly executed and delivered as of the day and year first above written.

HALLIBURTON COMPANY

By: _____
Name:
Title:

COOPER INDUSTRIES, INC.

By: _____
Name:
Title: