

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
(BALTIMORE DIVISION)**

NATIONAL UNION FIRE INSURANCE)
COMPANY OF PITTSBURGH, PA., et al.,)

Plaintiffs,)

v.)

PORTER HAYDEN COMPANY,)

Defendant.)

Case No. 1:03-cv-03408-CCB
(Consolidated with: 1:03-cv-03414-CCB)

**PORTER HAYDEN COMPANY’S MOTION FOR ENTRY OF AN ORDER
APPROVING SETTLEMENT WITH THE AIG-RELATED INSURERS**

Porter Hayden Company (“Porter Hayden”) files this Motion (the “Motion”) for the entry of an order approving a settlement of insurance disputes with the AIG-Related Insurers, as defined in the Settlement And Insurance Policy Buy-Back Agreement And Release (the “Settlement Agreement”), pursuant to 11 U.S.C. §§ 524(g), 105 and 363, of Title 11 of the United States Code (the “Bankruptcy Code”). In support of this Motion, Porter Hayden respectfully states as follows:

Jurisdiction

1. This Court has jurisdiction to consider this motion pursuant to 28 U.S.C. §§ 157, 1334 and 11 U.S.C. § 524(g)(2)(A). Venue of this proceeding is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The Court has authority to grant the relief requested herein pursuant to 11 U.S.C. §§524(g), 363 and 105.

The Porter Hayden Bankruptcy

2. Porter Hayden filed for chapter 11 protection on March 15, 2002. Case No. 02-54152. The Bankruptcy Court confirmed the Third Amended Plan of Reorganization of Porter

Hayden Company, as Modified, on July 5, 2006 (the “Plan”). The District Court entered its order in Miscellaneous Case No. 1:06-mc-00201 affirming the confirmation of the Plan (the “District Court Order”) on July 7, 2006. The District Court Order provided that the Plan’s Supplemental Injunction was effective pursuant to the terms of 11 U.S.C. § 524(g).

3. The Plan provides for the creation of the Porter Hayden Bodily Injury Trust (the “Trust”). The Trust assumed Porter Hayden’s responsibility and liability for Asbestos Bodily Injury Claims (as defined in the Plan, and hereafter the “Asbestos Claims”). Plan, Art. 4.4.

Porter Hayden and its Business Operations

4. Porter Hayden Company, a Maryland Corporation, was formed in late 1966 by the merger of H.W. Porter Company and Reid-Hayden, Inc., which were formed in the mid-1920s.

5. Historically, Porter Hayden was in the business of selling and installing insulation products. Porter Hayden employed skilled union workers to install insulation mainly in the mid-Atlantic region, including New Jersey, Maryland, Virginia, and North Carolina. Porter Hayden also sold insulation products to third parties who arranged their own installation. Before the early 1970s, some of the insulation products Porter Hayden installed or sold contained asbestos.

6. In 1971, the Occupational Safety & Health Administration began regulating occupational asbestos exposures. In 1975, the Environmental Protection Agency effectively banned the use of asbestos in insulation products. Sometime between 1971 and 1975, Porter Hayden ceased installing and selling asbestos-containing insulation. Porter Hayden sold a few types of asbestos-containing refractories, which are industrial materials capable of withstanding high temperatures, with OSHA-mandated warnings, until the late 1970s. Porter Hayden sold

asbestos-containing sealing products, for which there were no government-mandated warnings, until the 1980s.¹

7. In the 1950s, the first asbestos-related workers compensation claim was filed against Porter Hayden. Individuals not employed by Porter Hayden filed the first asbestos-related tort suits against Porter Hayden in 1976.

The Proposed Settlement and Policy Buy-Back

8. The AIG-Related Insurers issued a total eight primary and excess liability insurance policies to Porter Hayden. From July 11, 1975 to July 11, 1976, American Home Assurance Company issued a policy of excess liability insurance to Porter Hayden Company bearing policy number 2751098. From July 11, 1976 to May 26, 1977, National Union Fire Insurance of Pittsburgh, Pa. issued a policy of excess liability insurance to Porter Hayden Company bearing policy number 1186636. From May 26, 1977 to January 1, 1978 National Union Fire Insurance Company of Pittsburgh, Pa. issued a policy of excess liability insurance to Porter Hayden Company bearing policy number 1186790. Beginning on April 1, 1984 and continuing annually thereafter through April 1, 1988, National Union Fire Insurance Company of Pittsburgh, Pa. issued four consecutive policies of primary liability insurance to Phoenix Harbor Corporation, P.H. Sales Co., United Insulation Co., Porter Hayden Company, and Vogt & Company pursuant to policy numbers GLA 1524165 (4/1/84 – 4/1/85), GLA 1940385 (4/1/85 – 4/1/86), GLA1803346 (4/1/86 – 4/1/87), GLA 5010570 (4/1/87 – 4/1/88), GL5011059 (4/1/88 – 4/1/89); as well as one umbrella liability policy pursuant to policy number BE1319866 (4/1/84 –

¹ The Asbestos Claims involve disputes of fact between Porter Hayden and the claimants. The statements here summarize Porter Hayden's factual contentions in the Asbestos Claims, and some of those contentions may be disputed in the Asbestos Claims. Porter Hayden intends no waiver of any of its rights by setting forth this summary of factual contentions.

4/1/85). The AIG-Related Insurers have no other known policies of liability insurance issued to Porter Hayden.

9. In December 2000, Porter Hayden filed a coverage action in Circuit Court for Baltimore City, Maryland seeking a declaration as to National Union's obligation to provide Porter Hayden with a defense under two of National Union's primary insurance policies. That case was removed to the United States Bankruptcy Court in 2002, and subsequently consolidated with an adversary proceeding filed in Bankruptcy Court by American Home and National Union seeking a declaration as to their rights and obligations under the excess policies issued to Porter Hayden. This Court ultimately withdrew the reference of these matters to the Bankruptcy Court, and the consolidated coverage cases have proceeded in this Court ever since.

10. Over the course of nearly fourteen years of litigation, Porter Hayden and the AIG-Related Insurers disputed how, if at all, the AIG-Related Policies would apply to liabilities assumed by the Trust. Over the years, this Court issued a number of opinions and orders relating to many different coverage issues. Trial of the remaining issues has been scheduled for January 15, 2015.

11. Porter Hayden and the AIG-Related Insurers have now resolved the disputes among them. As a condition of the settlement, Porter Hayden and the AIG-Related Insurers agreed to the Settlement Agreement. The Settlement Agreement is attached as Exhibit A.

12. The Settlement Agreement calls for the AIG-Related Insurers to pay Porter Hayden Fifteen Million Dollars (\$15,000,000.00) after final approval of this Motion and entry of the proposed Order. In exchange, Porter Hayden will sell the Porter Hayden Subject Policies to the AIG-Related Insurers free and clear of all liens, claims, and interests pursuant to Sections 363(b) and (f) of the Bankruptcy Code; relinquish all rights Porter Hayden has in the Porter

Hayden Subject Policies; and, forever release the AIG-Related Insurers from any claims of liability for the Porter Hayden Subject Policies. The Settlement Agreement also contemplates the issuance of an injunction pursuant to 11 U.S.C. § 105 to protect the AIG-Related Insurers against the assertion of liens, claims, and interests that are being removed from the Porter Hayden Subject Policies under Section 363(f).

13. The Plan contains a supplemental injunction that protects insurance settlements pursuant to the provisions of 11 U.S.C. § 524(g) (the “Supplemental Injunction”). The Supplemental Injunction enjoins anyone from taking legal action for the purpose of directly or indirectly collecting, recovering, or receiving payment or recovery with respect to any claim or demand that, under the Plan is to be paid by the Trust. The Settlement Agreement includes the AIG-Related Insurers (as defined in the Agreement) as Protected Parties within the terms of the Supplemental Injunction.

Relief Requested

14. By this Motion, Porter Hayden seeks approval of the Settlement Agreement, inclusion of the AIG-Related Insurers as Protected Parties pursuant to the terms of the Plan and the Supplemental Injunction, and authority to enter into the Settlement Agreement and to take other necessary action to effectuate the Settlement Agreement pursuant to sections 105 and 363 of the Bankruptcy Code.

Basis For Relief

15. The Bankruptcy Code anticipates that a plan of reorganization may provide for the sale of property. 11 U.S.C. § 363(l). The Plan anticipates that Porter Hayden may settle with insurance companies and move to extend the Supplemental Injunction as a result of such

settlements. Plan, Art. 8.14(b). Since the Settlement Agreement provides for the sale of property, the Court may authorize such sale with all effects permitted by 11 U.S.C. § 363.

16. The Settlement Agreement has been negotiated in good faith and is fair and reasonable under the circumstances. Porter Hayden also believes, with the express concurrence of its Trust Advisory Committee and the Legal Representative for Future Claimants, that the Settlement Agreement is in the best interest of the Trust and its claimants. The Settlement Agreement compromises a dispute, which, if not settled, could result in Porter Hayden recovering substantially less from the Porter Hayden Subject Policies than the amounts specified in the Settlement Agreement. Recovery from the Porter Hayden Subject Policies through litigation would also result in payment of some or all proceeds at a significantly later date than the payment date specified in the Settlement Agreement. The Settlement Agreement also reduces litigation costs and eliminates the risk of fee-shifting to Porter Hayden. Accordingly, Porter Hayden requests approval of the Settlement Agreement.

17. Porter Hayden seeks Protected Party status under the terms of the Plan for the AIG-Related Insurers with regard to the Porter Hayden Subject Insurance Policies. Under the terms of § 9.3(a) of the Plan, all Protected Parties are protected by the Supplemental Injunction from liability for or payment of any claim of liability for asbestos exposure for which Porter Hayden or the Trust is allegedly liable. Thus, in exchange for making the Settlement Payment as full and final satisfaction of all asserted liability for the Porter Hayden Subject Insurance Policies, the AIG-Related Insurers will be protected from any further claims or liabilities on those policies.

18. Porter Hayden further requests approval of the Settlement Agreement pursuant to 11 U.S.C. § 363. Pursuant to the Settlement Agreement, Porter Hayden will sell the Porter

Hayden Subject Policies to the AIG-Related Insurers free and clear of all liens, claims, and interests and relinquish all rights Porter Hayden has in the Porter Hayden Subject Policies. This form of a settlement, common practice in the insurance industry, is also known as a “buy-back” of the Porter Hayden Subject Policies. Accordingly, Porter Hayden by this Motion seeks approval of the insurance buy-back as a sale of Porter Hayden’s assets pursuant to 11 U.S.C. § 363 free and clear of liens, claims, and encumbrances.

19. In addition, the Settlement Agreement contemplates the issuance of an injunction, pursuant to § 105(a), to implement the free-and-clear sale under § 363(f). Under the terms of the injunction, all persons who have held or asserted, who hold or assert, or who may in the future hold or assert any claim, including without limitation any Asbestos Bodily Injury Claim or Demand (as those terms are defined in the Plan), or interest of any kind or nature whatsoever against the AIG-Related Insurers based upon, relating to, arising under or out of, derived from or attributable in any way to (i) activities of any of Porter Hayden that give rise to Claims under the Porter Hayden Subject Policies or (ii) the Porter Hayden Subject Policies, whenever or wherever arising or asserted, shall be permanently stayed, restrained, and enjoined from asserting any such claims or interests against any of the AIG-Related Insurers and from continuing, commencing, or otherwise proceeding or taking any action against the AIG-Related Insurers to enforce such interests or claims or for the purpose of directly or indirectly collecting, recovering, or receiving payments from any AIG-Related Insurer to recover with respect to any such claim or interest.

20. Section 105(a) of the Bankruptcy Code provides that courts “may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code].” 11 U.S.C. § 105(a). Courts routinely issue injunctions under 11 U.S.C. § 105(a) in furtherance of their authority to permit free-and-clear sales of estate property under 11

U.S.C. § 363(f). See, e.g., In re Riverstone Networks, Inc., et al., Case No. 06-10110, 2006 Bankr. LEXIS 4630 (Bankr. D. Del. Mar. 28, 2006); In re Combustion Engineering, Inc., 295 B.R. 459 (Bankr. D. Del. 2003); In re Plibrico Co., et al., Case No. 02 B 09952, 2003 Bankr. LEXIS 2275 (Bankr. N.D. Ill. May 20, 2003).

21. Pursuant to Bankruptcy Rule 9019, courts may approve a compromise or settlement, after notice and a hearing. As set forth herein, the terms of the settlement embodied in the Settlement Agreement are well within the range of reasonableness required by Bankruptcy Rule 9019. The standards by which this Court should evaluate the settlement are well established. In addition to considering the proposed terms, the Court must consider all factors bearing on the proposed terms, such as:

- (a) the probability of success in litigation;
- (b) the difficulty in collecting any judgment which may be obtained;
- (c) the complexity of the litigation involved, and the expense, inconvenience, and delay necessarily attendant to it; and
- (d) the interest of creditors and stockholders and a proper deference to their reasonable views of the settlement.

See Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson, 390 U.S. 414, 424-25 (1968) (“TMT”); U.S. ex rel. Rahman v. Oncology Assocs., P.C., 269 B.R. 139, 149 (D. Md. 2001) (“Rahman”); In re A & C Properties, 784 F.2d 1377, 1381 (9th Cir.), cert. denied, 479 U.S. 854 (1986); In re McLean Indus., Inc., 84 B.R. 340, 344 (Bankr. S.D.N.Y. 1988); In re Carla Leather, Inc., 44 B.R. 457, 466 (Bankr. S.D.N.Y. 1984), aff’d, 50 B.R. 764 (S.D.N.Y. 1985).

22. The decision to approve a settlement or compromise is within the discretion of the Court and is warranted where the settlement is found to be reasonable and fair in light of the

particular circumstances of the case. See TMT, 390 U.S. at 424-25. The settlement need not be the best that could have been achieved, but need only fall “within the reasonable range of litigation possibilities,” In re Penn Cent. Transp. Co., 596 F.2d 1102, 1114 (3d Cir. 1979), and not “below the lowest point in the range of reasonableness.” See Rahman, 269 B.R. at 149-50 (quoting Cosoff v. Rodman (In re W.T. Grant Co.), 699 F.2d 599, 608 (2d Cir.), cert. denied, 464 U.S. 822 (1983)); see also, McLean Indus., Inc., 84 B.R. at 344; Carla Leather, Inc., 44 B.R. at 465.

23. Porter Hayden and the AIG-Related Insurers asserted positions in the coverage litigation that contemplated outcomes for Porter Hayden that were uncertain. While Porter Hayden believes that the probability of the lower recovery amount in the coverage litigation was remote, that possibility contributed to Porter Hayden’s calculation of its probability of success in the coverage litigation and the corresponding amount Porter Hayden determined to be a reasonable settlement. The ultimate outcome of the coverage litigation is debatable and uncertain in light of the complex issues presented. Accordingly, Porter Hayden believes, in light of the uncertainty and complexity involved, that the settlement amount reasonably reflects its probability of success in the coverage litigation and that the settlement amount is well within the reasonable range of potential litigation outcomes.

24. Further, any outcome in favor of Porter Hayden in the coverage litigation would not necessarily have resulted in the immediate payment to Porter Hayden of the AIG-Related Insurers’ obligations on the Porter Hayden Subject Policies. Instead, the coverage litigation could have resulted in an appeal that would take a number of years to resolve. While it is not now possible to predict the ability of the AIG-Related Insurers to pay their obligations in the future, the Settlement Agreement delivers current certainty by providing that the settlement

amount will be paid promptly, making a substantial amount of funds more readily available for distribution to creditors under the Plan. The continued dispute over Porter Hayden's claim for performance of the Porter Hayden Subject Policies in light of the terms of the Settlement Agreement, however, could well result in the unnecessary reduction and wasting of limited estate assets.

25. The Settlement Agreement is fair and reasonable and in the best interests of Porter Hayden, the Trust, and the Trust beneficiaries. The Settlement Amount represents fair and reasonable consideration for the sale of the Porter Hayden Subject Policies, the release of certain claims, and the other provisions as set forth in the Settlement Agreement. The Settlement Agreement is also in the best interests of the Asbestos Claimants because the proceeds of the sale shall be available for distribution in accordance with the terms of the Plan and other Plan Documents.

26. The Settlement Agreement was negotiated and proposed, and has been entered into in good faith, from arms-length bargaining positions, and without fraud or collusion. No common identity of officers or directors exists between the AIG-Related Insurers and Porter Hayden. The AIG-Related Insurers would not purchase the Porter Hayden Subject Policies and pay the Settlement Amount, were the sale not free and clear of all interests as set forth in this Order.

27. The AIG-Related Insurers are good faith purchasers of the Porter Hayden Subject Policies for value within the meaning of 11 U.S.C. § 363(m), and none of Porter Hayden or the AIG-Related Insurers, or any of their representatives, have engaged in any conduct that would (i) cause or permit the Settlement Agreement, or the sale of the Porter Hayden Subject Policies contemplated therein, to be avoided under § 363(n), (ii) cause or permit any amounts, costs,

attorneys' fees, expenses, or punitive damages to be recovered under § 363(n), or (iii) prevent the application of § 363(m). Accordingly, the AIG-Related Insurers are entitled to the protection of 11 U.S.C. § 363(f).

28. Porter Hayden may sell the Porter Hayden Subject Policies free and clear of interests under 11 U.S.C. § 363(f) because one or more of the criteria set forth in § 363(f)(1)-(5) can be satisfied. Without limiting the generality of the foregoing, those holders of interests against any of the Porter Hayden Subject Policies who do not object to this Motion or the relief requested herein will be deemed to have consented pursuant to § 363(f)(2). Moreover, each holder of an interest in the Porter Hayden Subject Policies can be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest as contemplated by § 363(f)(5).

29. The AIG-Related Insurers are not purchasing any other assets of Porter Hayden's. The AIG-Related Insurers shall not have any responsibility or liability with respect to any of the bankruptcy estate's other assets or for any liability of, or claims against, Porter Hayden or the Trust. The AIG-Related Insurers are not assuming any of Porter Hayden's obligations to its employees by reason of the purchase of the Porter Hayden Subject Policies under the Settlement Agreement.

30. To the extent that the holders of valid present and future claims have any interest in the Porter Hayden Subject Policies, such persons are adequately protected in that any such claim arising out of or attributable to asbestos and/or asbestos-containing products will be paid by estate assets, including proceeds of the Settlement Amount, pursuant to the terms of the Plan and the Plan Documents (as defined in the Plan).

31. Finally, the Settlement Agreement between Porter Hayden and the AIG-Related Insurers has been reached with the express concurrence of the Trust Advisory Committee and the Legal Representative for Future Claimants. Both current and future asbestos claimants have had their interests represented in this settlement and their representatives agree that this settlement is in the best interests of Porter Hayden and its creditors.

32. The foregoing factors weigh heavily in favor of approving the Settlement Agreement. When the attendant costs and risks of litigation are balanced against the probability of success, Porter Hayden submits that prosecution of the coverage litigation to finality might result in an outcome far less desirable to the Estate than the payment specified in the Settlement Agreement, and that the Settlement Agreement is in the best interest of Porter Hayden, the Trust which owns Porter Hayden, and the beneficiaries of the Trust.

WHEREFORE, Porter Hayden respectfully requests that this Court enter the attached order approving the Settlement Agreement, authorizing Porter Hayden to enter into the Settlement Agreement, and granting Porter Hayden such other relief as is just.

Dated: November 20, 2014

Respectfully Submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 20th day of November, 2014, a copy of the foregoing pleading was sent by first class mail, postage prepaid, to all parties listed on the attached Service List and via electronic court filing (ECF) upon counsel of record in this case.

/s/ Robert E. Johnston
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Exhibit A

**SETTLEMENT AND INSURANCE POLICY BUY-BACK
AGREEMENT AND RELEASE**

This Settlement and Insurance Policy Buy-Back Agreement and Release (“Agreement”) is made and entered into as of the date of the last signature below, between and among the Porter Hayden Parties¹ and the AIG-Related Insurers.

RECITALS

WHEREAS, in 1967 Porter Hayden was formed by the merger of Reid-Hayden, Inc. and H.W. Porter & Co.; and

WHEREAS, from July 11, 1975 to July 11, 1976, American Home Assurance Company issued a policy of excess liability insurance to Porter Hayden Company bearing policy number 2751098;

WHEREAS, from July 11, 1976 to May 26, 1977, National Union Fire Insurance of Pittsburgh, Pa. issued a policy of excess liability insurance to Porter Hayden Company bearing policy number 1186636;

WHEREAS, from May 26, 1977 to January 1, 1978, National Union Fire Insurance Company of Pittsburgh, Pa. issued a policy of excess liability insurance to Porter Hayden Company bearing policy number 1186790;

WHEREAS, from 1984 through 1988, Porter Hayden Company was a subsidiary of Phoenix Harbor Corporation; and

¹ All capitalized terms have the meaning defined herein.

WHEREAS, beginning on April 1, 1984 and continuing annually thereafter through April 1, 1988, National Union Fire Insurance Company of Pittsburgh, Pa. issued four consecutive policies of primary liability insurance to Phoenix Harbor Corporation, P.H. Sales Co., United Insulation Co., Porter Hayden Company, and Vogt & Company pursuant to policy numbers GLA 1524165 (4/1/84 – 4/1/85), GLA 1940385 (4/1/85 – 4/1/86), GLA1803346 (4/1/86 – 4/1/87), GLA 5010570 (4/1/87 – 4/1/88), GL5011059 (4/1/88 – 4/1/89); as well as one umbrella liability policy pursuant to policy number BE1319866 (4/1/84 – 4/1/85);

WHEREAS, in 1986 Vogt & Company was merged into United Insulation, Incorporated; and

WHEREAS, thereafter in 1986 United Insulation, Incorporated changed its name to United Thermal Systems, Incorporated, which in 1987 changed its name to Unitherm, Incorporated; and

WHEREAS, in 1993 Phoenix Harbor Corporation was merged into the Heritage EnCon Group, Incorporated; and

WHEREAS, Porter Hayden has been named as a defendant in thousands of suits alleging bodily injury or death resulting from exposure to asbestos-containing products sold, distributed, installed or used by Porter Hayden or for which Porter Hayden is otherwise responsible; and

WHEREAS, on or about March 15, 2002, Porter Hayden filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Maryland, 02-54152-SD; and

WHEREAS, the Bankruptcy Court entered its Order Confirming Third Amended Plan of Reorganization of Porter Hayden Company, as Modified (the “Plan”), on July 5, 2006; and

WHEREAS, the United States District Court for the District of Maryland in Misc. No. 1:06-mc-00201 entered its Order Affirming Bankruptcy Court Order Confirming Third Amended Plan of Reorganization of Porter Hayden Company, as Modified, on July 7, 2006; and

WHEREAS, the United States District Court for the District of Maryland in Misc. No. 1:06-mc-00201 entered its Order Granting Motion of the Porter Hayden Bodily Injury Trust Approving Agreement with Heritage EnCon Group, Incorporated and its Affiliates on June 22, 2007, which, *inter alia*, provided Protected Party status (as defined in the Plan) to Heritage EnCon Group, Incorporated, P.H. Sales Company, and Unitherm, Incorporated; and

WHEREAS, the Parties disagree with respect to whether and to what extent the insurance policies listed above may afford coverage for certain Claims, and with respect to Porter Hayden’s and the AIG-Related Insurers’ respective rights and obligations under those policies (the “Coverage Disputes”); and

WHEREAS, Porter Hayden and the AIG-Related Insurers are parties to coverage litigation pending in the United States District Court for the District of Maryland, Case No. 1:03-cv-03408-CCB (Consolidated with: 1:03-cv-03414-CCB) (“Coverage Action”); and

WHEREAS, the Parties, without any admission of (i) liability or (ii) the validity of positions or arguments advanced by the other Party, and subject to the terms and conditions of this Agreement, now wish fully and finally to compromise and resolve the Coverage Disputes and any other disputes between or among them; and

WHEREAS, as part of the compromise and resolution of the Coverage Disputes, the Porter Hayden Parties wish to sell and the AIG-Related Insurers wish to purchase the Porter Hayden Subject Policies, free and clear of all Interests of any Person, subject and pursuant to the terms of this Agreement; and

WHEREAS, the Parties entered into this Agreement in good faith and as the result of arms-length negotiations; and

WHEREAS, the Parties believe that if their disputes are not resolved now, future proceedings would be protracted and expensive, involve complex issues of liability and/or damages, and involve substantial uncertainties and risks inherent in litigation; and

WHEREAS, Porter Hayden has considered the benefit to the Trust and present and future Claimants (as those terms are defined below) that will be achieved as a result of this Agreement, particularly in light of the costs, uncertainties, and risks of further litigation, and has concluded that the resolution contained herein is (i) fair and equitable, (ii) a reasonable resolution of the Parties' disputes, and (iii) in the best interests of the Trust and present and future Claimants; and

WHEREAS, the Trust Advisory Committee and the Legal Representative have consented to the Trustee entering into this Agreement; and

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

I. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below. Terms not defined below have the meaning given to them in the Bankruptcy Code. Terms used in the singular shall be deemed to include the plural, and terms used in the plural shall be deemed to include the singular. The word “including” means “including but not limited to.”

A. **“AIG-Related Insurers”** means (i) American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa.; (ii) each of their respective past, present, and future parents, direct and indirect subsidiaries, affiliates, divisions, holding companies, merged companies, acquired companies, predecessors-in-interest, successors-in-interest, and assigns, in their capacities as such, including, without limitation, each of the entities listed on Exhibit 2 attached hereto and made a part hereof; and (iii) each of their directors, officers, shareholders, agents (including, without limitation, Resolute Management, Inc., in its capacity as claims administrator for the AIG-Related Insurers), attorneys, and employees of the foregoing, in their capacities as such. Notwithstanding the foregoing, “AIG-Related Insurers” does not mean any other insurer which after the

Effective Date (i) is merged into any of the AIG-Related Insurers, or (ii) over which any of the AIG-Related Insurers acquire a controlling interest, unless such other insurer is already covered by this Agreement.

B. **“Approval Date”** means the date on which the Approval Order has become a Final Order.

C. **“Approval Order”** means an order, in the form attached hereto as Exhibit 1, or in some other form agreed to in writing by the Parties, entered by the District Court.

D. **“Asbestos Bodily Injury Claim”** has the meaning defined in the Plan.

E. **“Asbestos Released Claims”** means any and all Claims against any Porter Hayden Party arising out of and/or attributable to, in any manner or fashion, asbestos and/or asbestos-containing products or material, including Claims that allege personal injury, loss of consortium, bodily injury, mental injury, mental anguish, shock, sickness, disease, disability, or death or the fear or apprehension thereof, or seeking compensation for the cost of medical monitoring or screening, or seeking relief of any kind for any other damage, injury or condition of any kind or sort whatsoever, arising out of, caused by, or related to, in whole or in part, directly or indirectly, the manufacture, sale, handling, distribution, installation, repair, or removal of asbestos or asbestos-containing products or material, or any conduct that results or is alleged to result in the exposure to asbestos and/or asbestos-containing material (alone or in combination with silica, coal dust or any other dust, mineral, fiber, substance, or material), including without limitation any such Claims arising

out of actual, threatened, or alleged exposure to asbestos and/or asbestos-containing material (alone or in combination with silica, coal dust or any other dust, mineral, fiber, substance, or material), Claims seeking the removal, repair, abatement, or replacement of asbestos and/or asbestos-containing material, Claims alleging failure to produce an asbestos-free product, and/or Claims based on or arising out of any theory of liability or basis of recovery based upon, growing out of, or related to asbestos. “Asbestos Released Claims” includes, without limitation, Asbestos Bodily Injury Claims. Claims are “Asbestos Released Claims” regardless of whether such claims fall within or outside the scope of the definitions of “products liability,” “products hazard,” and/or “completed operations hazard,” or their equivalents, contained in the Porter Hayden Subject Policies.

F. **“Bankruptcy Case”** means the Chapter 11 proceeding filed by Porter Hayden in the United States Bankruptcy Court for the District of Maryland, In re Porter-Hayden Company, Case No. 02-54152.

G. **“Bankruptcy Code”** means Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*, as amended from time to time.

H. **“Bankruptcy Court”** means the United States Bankruptcy Court for the District of Maryland and, to the extent it exercises jurisdiction over the Bankruptcy Case, the United States District Court for the District of Maryland.

I. **“Bankruptcy Rules”** means the Federal Rules of Bankruptcy Procedure.

J. **“Claim”** means any past, present, or future claim, demand, action, cause of action, suit, or liability of any kind or nature whatsoever, whether at law or in equity, known or unknown, asserted or unasserted, anticipated or unanticipated, accrued or unaccrued, fixed or contingent, which has been or may be asserted by or on behalf of any Person, whether seeking damages (including compensatory, punitive or exemplary damages) or equitable, mandatory, injunctive, or any other type of relief, including without limitation crossclaims, counterclaims, third-party claims, suits, lawsuits, administrative proceedings, notices of liability or potential liability (including Potentially Responsible Party or “PRP” notices), arbitrations, actions, rights, requests, causes of action or orders, including without limitation, any “claim” as defined in Bankruptcy Code Section 101(5), and “demand” as defined in Bankruptcy Code Section 524(g)(5).

K. **“Claimant”** means any and all Persons with present or future Claims, including Asbestos Released Claims, against a Porter Hayden Party.

L. **“Coverage Action”** means the consolidated lawsuit pending in the United States District Court for the District of Maryland bearing civil action number 1:03-cv-03408-CCB (consolidated with: 1:03-cv-03414-CCB).

M. **“Coverage Disputes”** means the Parties’ disagreements with respect to whether and to what extent the Porter Hayden Subject Policies may afford coverage for certain Claims, including without limitation Asbestos Bodily Injury Claims (as that term is defined in the Plan), and with respect to Porter Hayden’s and the AIG-

Related Insurers' respective rights and obligations under the Porter Hayden Subject Policies, including disagreements which could have been but were not asserted.

N. **“Direct Action Claim”** means any Claim by a Claimant against any AIG-Related Insurer that relates to or arises from the past, present, or future businesses, operations, premises, and/or products of the Porter Hayden Parties or relates to or is derivative of any of the Porter Hayden Subject Policies, whether arising by contract, in tort, or under the laws of any jurisdiction, including any statute that gives a third party a direct cause of action against an insurer.

O. **“Effective Date”** means the first date upon which the Agreement has been executed by all of the Parties (or their authorized representatives).

P. **“Extra-Contractual Claim”** means any Claim against an AIG-Related Insurer seeking any type of relief, including compensatory, exemplary, or punitive damages, on account of alleged bad faith; failure to act in good faith; violation of any duty of good faith and fair dealing; violation of any unfair claims practices act or similar statute, regulation, or code; or any other similar type of alleged misconduct or omission that relates to or arises from the past, present, or future businesses, operations, premises, and/or products of the Porter Hayden Parties, or relates to or is derivative of any of the Porter Hayden Subject Policies.

Q. **“Final Order”** means an order as to which the time to appeal, or to petition, or otherwise move for reargument, rehearing, panel rehearing, or reconsideration has expired and as to which no appeal, petition, or other proceedings for reargument, rehearing, or reconsideration shall then be pending or as to which any

right to appeal, petition, reargue, rehear, or reconsider shall have been waived by the Person possessing such right. In the event that an appeal, petition, reargument, rehearing, or reconsideration has been sought, the term shall mean an order affirmed by the highest court to which such order was appealed, or such petition, motion, or other request for reconsideration, rehearing, or other relief has been denied, and the time to take further appeal, petition, or move for reargument, rehearing, or reconsideration (if any) has expired; provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure or any analogous rule under the Bankruptcy Rules may be filed with respect to such order shall not cause such order not to be a Final Order.

R. **“Insurance Coverage Claim”** means any Claim for insurance coverage and/or other benefits. “Insurance Coverage Claim” includes “Asbestos Insurance Actions” as that term is defined in the Plan.

S. **“Insured”** means any Person entitled or allegedly entitled to insurance coverage and/or other benefits under the Porter Hayden Subject Policies, including without limitation “insureds,” “named insureds,” or “additional insureds” as those terms are defined or used in the Porter Hayden Subject Policies.

T. **“Interests”** means all liens, Claims, encumbrances, interests, and other rights of any nature in real, personal, or intangible property, whether at law or in equity.

U. **“Legal Representative”** means the Legal Representative for future Asbestos Bodily Injury Claimants appointed in the Porter Hayden Bodily Injury Trust Agreement.

V. **“Parties”** means the Porter Hayden Parties and the AIG-Related Insurers.

W. **“Person”** means an individual, a corporation, a partnership, a joint venture, an association, a joint stock company, a limited liability company, a limited liability partnership, an estate, an unincorporated organization, a trust, a class or group of individuals, or any other entity or organization, including any federal, state, or local governmental or quasi-governmental body or political subdivision, department, agency, or instrumentality thereof.

X. **“Plan”** means the Third Amended Plan of Reorganization of Porter Hayden Company, as Modified, confirmed on July 5, 2006.

Y. **“Porter Hayden”** means the Porter-Hayden Company, each of its predecessors-in-interest, including without limitation H. W. Porter & Co., a New Jersey corporation, and Reid-Hayden, Inc., a Maryland corporation.

Z. **“Porter Hayden Parties”** means (i) Porter Hayden, (ii) the Porter Hayden Bodily Injury Trust, (iii) each of Porter Hayden’s past, present, and future parents, direct and indirect subsidiaries, affiliates, divisions, holding companies, merged companies, acquired companies, predecessors-in-interest, successors-in-interest, assigns, and any other Persons insured or allegedly insured or entitled to any rights or benefits under the Porter Hayden Subject Policies, in their respective capacities as such and to the full extent that Porter Hayden has the right, power or authority

to enter this Agreement on behalf of such Persons; (iv) the directors, officers, shareholders, agents, attorneys, and employees of all of the foregoing, in their respective capacities as such and to the full extent that Porter Hayden has the right, power or authority to enter this Agreement on behalf of such Persons, (v) each other Person over which, as of the Effective Date, any of the Persons listed in (i)-(iv) above has the legal right, by way of contract, express corporate authority, direct or indirect majority ownership, or otherwise, to act on behalf of or to bind, in their capacities as such.

AA. **“Porter Hayden Subject Policies”** means (i) all of the insurance policies listed in the recitals of this Agreement, and (ii) all other policies of insurance, whether the policies are primary, umbrella, excess, or otherwise, and whether called liability, first party, third party, property, environmental impairment, employer liability, or otherwise, and whether known or unknown, issued by any AIG-Related Insurer prior to the Execution Date to any Porter Hayden Party or under which any Porter Hayden Party claims to be entitled to insurance, rights, or benefits, except for (a) the statutory portion of any workers’ compensation policy, (b) any policy other than the policies referenced in this Agreement as to which the AIG-Related Insurers breached the representations and warranties in § 7.1(e) by the execution of this Agreement, and (c) any wrap-up insurance policy purchased by an entity other than a Porter Hayden Party which insures a Porter Hayden Party.

BB. “**Section 524(g) Injunction**” means the Supplemental Injunction (as that term is defined in the Plan) issued pursuant to 11 U.S.C. § 524(g) in connection with confirmation of the Plan.

CC. “**Settlement Amount**” means the sum of Fifteen Million Dollars (\$15,000,000).

DD. “**Settling Insurance Company**” means an insurance company designated as a “Settling Asbestos Insurance Company” or its equivalent, as that term is defined in the Plan.

EE. “**Trust Advisory Committee**” means the Trust Advisory Committee created by the Porter Hayden Bodily Injury Trust Agreement.

FF. “**Trust**” means the “Porter Hayden Bodily Injury Trust” as that term is defined in the Plan.

II. PAYMENT OF SETTLEMENT AMOUNT

2.1 Subject to the terms and conditions of this Agreement, the AIG-Related Insurers shall pay the Settlement Amount to Porter Hayden within thirty days of receiving notice that the Approval Order is a Final Order. Said payment shall constitute a buy-back of the respective Porter Hayden Subject Policies, which policies shall be negated and terminated *ab initio*, and fully and completely extinguished and cancelled.

2.2 Subject to the terms and conditions of this Agreement and the entry of the Approval Order, the Settlement Amount is the total amount the AIG-Related Insurers agree to pay to the Porter Hayden Parties or to any other Person

on account of the Porter Hayden Subject Policies, including without limitation any related Insurance Coverage Claims or Direct Action Claims. Under no circumstance will any Party seek to obligate any AIG-Related Insurer to make any additional payment to any Person on account of any Claim arising out of the Porter Hayden Subject Policies, including claims for amounts allegedly owed to a Porter Hayden Party for pre-petition settlements; and the Parties shall, as between them, treat all aggregate limits of liability in the Porter Hayden Subject Policies as fully and properly exhausted. Upon the Approval Date the Porter Hayden Parties shall have sold to the AIG-Related Insurers, and the AIG-Related Insurers shall have bought back, the Porter Hayden Subject Policies, free and clear of all Interests of any Person, and said policies shall be negated and terminated *ab initio* and fully and completely extinguished and cancelled. Upon the Approval Date the AIG-Related Insurers shall have no further obligation to the Porter Hayden Parties or to the Trust under the Porter Hayden Subject Policies.

2.3 The AIG-Related Insurers are not acting as volunteers in paying the Settlement Amount and the AIG-Insurers' payment of the Settlement Amount reflects the AIG-Related Insurers' reimbursement of amounts the Porter Hayden Parties have paid, are obligated to pay, or are expected to pay in the future for Asbestos Released Claims against the Porter Hayden Parties.

2.4 The AIG-Related Parties shall not seek reimbursement from any Person, including any Porter Hayden Party, for any payments the AIG-Related Parties are obligated to make under this Agreement, whether by way of a Claim for

contribution, subrogation, indemnification, retrospective premiums, deductibles, or self-insured retentions, other than from the AIG-Related Parties' reinsurers and/or retrocessionaires in their capacity as reinsurers and/or retrocessionaires of the AIG-Related Parties. Notwithstanding the foregoing, and without limiting the effect of the Section 524(g) Injunction barring any third party from pursuing any such Claim, if a third party pursues a contribution, subrogation, or indemnification Claim against an AIG-Related Insurer relating to or arising out of any of the Claims released pursuant to Section V below, then the AIG-Related Insurers shall be free to assert all claims and defenses, including contribution, subrogation, or indemnification claims against such third party. The Porter Hayden Parties shall obtain agreements similar to those contained in this Paragraph 2.4 from any insurers with which they settle after the Effective Date. To the extent the Porter Hayden Parties fail to obtain such an agreement, the Porter Hayden Parties agree to defend, indemnify, and hold harmless the AIG-Related Insurers for and from any and all actual or potential claims, cross-claims, third-party claims, demands, actions, causes of action, suits, proceedings, liabilities, orders, or judgments of any kind arising from or relating to such settlement.

2.5 Without limiting the effect of the Section 524(g) Injunction, in the event that any insurer of a Porter Hayden Party either (i) obtains a final binding award (whether by judgment, arbitration award, or other judicial or quasi-judicial proceeding) against an AIG-Related Insurer after a contested proceeding; or (ii) agrees to a settlement with an AIG-Related Insurer with the consent of the

Trust (which consent shall not be unreasonably withheld) entitling such insurer to obtain a sum certain from an AIG-Related Insurer as a result of a claim for contribution, subrogation, indemnification, or similar claim against an AIG-Related Insurer for the AIG-Related Insurers' alleged share or equitable share, or to enforce subrogation rights, if any, of the defense and/or indemnity of a Porter Hayden Party for any claims released pursuant to this Agreement, the Porter Hayden Parties shall voluntarily reduce their final award (whether by judgment, arbitration award, or other judicial or quasi-judicial proceeding) or settlement payment that they obtained or may obtain from such other insurer to the extent necessary to eliminate such contribution, subrogation, or indemnification claims against the AIG-Related Insurers. To ensure that such a reduction is accomplished, the AIG-Related Insurer(s) shall be entitled to assert this Paragraph 2.5 as a defense to any action against it for any such portion of the final judgment or final binding arbitration award and shall be entitled to have the court or appropriate tribunal issue such orders as are necessary to effectuate the reduction to protect the AIG-Related Insurer from any liability for the final judgment, final binding arbitration award, or claim. Notwithstanding the foregoing, the Porter Hayden Parties' obligation to voluntarily reduce their final award or settlement payment that they obtained or may obtain from such other insurer to the extent necessary to eliminate contribution, subrogation, or indemnification claims against the AIG-Related Insurers shall not exceed the Settlement Amount.

2.6 Without limiting the effect of the Section 524(g) Injunction, the Porter Hayden Parties agree to defend, indemnify, and hold harmless the AIG-Related Insurers for and from any and all actual or potential claims, cross-claims, third-party claims, demands, actions, causes of action, suits, proceedings, liabilities, orders, or judgments of any kind or description made by any person, entity, or agency not a party to this Agreement, or by any person, entity, or agency claiming through or on behalf of a Porter Hayden Party, arising, emanating from or in any way evolving out of the Porter Hayden Subject Policies or any past, pending, or future Claims for which an AIG-Related Insurer has been released herein by the Porter Hayden Parties. However, the Porter Hayden Parties shall not be liable for any defense and/or indemnification expense exceeding the Settlement Amount, nor shall they be liable for any Extra-Contractual Claims asserted against the AIG-Related Insurers by a Claimant with an Asbestos Released Claim except up to the amount paid, if any, by the Trust to such Claimant. The Porter Hayden Parties shall have no indemnity obligation for Extra-Contractual Claims except for such claims asserted by Claimants who have received payment from the Trust. If any such claim, demand, action, suit, or proceeding is asserted against an AIG-Related Insurer, it is agreed that the AIG-Related Insurers will provide reasonable and timely notice of same to the Porter Hayden Parties. In defending against the claim, demand, action, suit, or proceeding, the Porter Hayden Parties shall employ mutually acceptable competent lawyers of the AIG-Related Insurers' choosing on behalf of the AIG-Related Insurers. The manner in which the Porter Hayden

Parties defend an AIG-Related Insurer pursuant to this section shall be as a prudent lawyer would defend its client. In addition, independent counsel on behalf of the AIG-Related Insurer shall have the right, but not the duty, to consult with counsel chosen by the Porter Hayden Parties on behalf of the AIG-Related Insurer, at the AIG-Related Insurer's own expense.

2.7 Notwithstanding anything to the contrary in this Agreement, the Porter Hayden Parties' obligations pursuant to Section II of this Agreement (including, but not limited to, any obligations to pay defense or indemnification expenses or to voluntarily reduce a final award or settlement payment) shall, in the aggregate, never exceed the Settlement Amount.

III. BANKRUPTCY-RELATED OBLIGATIONS

3.1 No later than three (3) business days after the Effective Date, Porter Hayden shall file a motion seeking entry of the Approval Order (the "Motion"), which Motion shall be in form and substance acceptable to the Parties, and which shall designate the AIG-Related Insurers as Settling Asbestos Insurance Companies and Protected Parties (as those terms are defined in the Plan) entitled to the full benefits of the Supplemental Injunction (as that term is defined in the Plan). The Parties shall use their respective commercially reasonable best efforts promptly to obtain entry of the Approval Order as a Final Order.

3.2 Consummation of the transactions contemplated by this Agreement is expressly conditioned upon entry of the Approval Order, in the form attached hereto (or as otherwise agreed to by the Parties), as a Final Order, unless

the AIG-Related Insurers elect to waive the condition of an Approval Order being entered.

3.3 No later than three (3) business days after the Effective Date, Porter Hayden shall provide due and adequate notice of the Motion, the Agreement, and the subject matter thereof to all parties-in-interest, including all Persons that had filed a notice of appearance and demand for service of papers in the Bankruptcy Case or were otherwise listed on the service list maintained by Porter Hayden in the Bankruptcy Case, and the United States Trustee. In addition, to ensure the broadest notice possible, Porter Hayden shall provide due and adequate notice of the Motion to (i) all known holders of Asbestos Bodily Injury Claims, through their counsel, (ii) all law firms registered with the Trust, (iii) all *pro se* Claimants who have submitted a Claim to the Trust, (iv) the Trust Advisory Committee, (v) the Legal Representative for Future Claimants, (vi) the United States Trustee, and (vii) all parties that filed a notice of appearance in the Porter Hayden bankruptcy, and by publishing due and adequate notice of the Motion on the Trust website, <http://www.porterhaydentrust.com>.

3.4 Notwithstanding anything to the contrary in this Agreement, in the event of any judicial disapproval of this Agreement, or if on appeal the Approval Order is vacated or reversed, any Party shall have the right to declare this Agreement null and void. In the event this Agreement shall become null and void, all payments made by the AIG-Related Insurers pursuant to this Agreement prior to the time it is declared null and void, along with income earned thereon, if any,

shall be returned to the AIG-Related Insurers by the Porter Hayden Parties to the full extent they have assets to do so; to the extent the Porter Hayden Parties lack assets to do so, any such payments not returned to the AIG-Related Insurers Parties shall be applied fully against the aggregate and per occurrence limits of liability contained in the Porter Hayden Subject Policies.

3.5 If this Agreement becomes null and void pursuant to Paragraph 3.4 above, then: (1) this Agreement shall be vitiated and shall be a nullity; (2) the Parties shall have all of the rights, defenses, and obligations under or with respect any and all insurance policies that they would have had absent this Agreement; and (3) any and all otherwise applicable statutes of limitations or repose, or other time-related limitations, shall be tolled for the period from the Effective Date through the date that the Agreement becomes null and void.

IV. MEDICARE-RELATED OBLIGATIONS

4.1 It is the position of the AIG-Related Insurers that they have no reporting obligations as a result of their payment of the Settlement Amount to the Trust, or as a result of any payments, settlements, resolutions, awards, or other claim liquidations by the Trust, under the reporting provisions of Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P. L. 110-173), or any other similar statute or regulation, and any related rules, regulations, or guidance issued in connection therewith (“MMSEA”). Unless and until there is definitive regulatory, legislative, or judicial authority (as embodied in a final non-appealable decision from the United States Court of Appeals for the Fourth Circuit or the United States

Supreme Court), or a letter from the Secretary of Health and Human Services confirming that the AIG-Related Insurers have no reporting obligations under MMSEA with respect to any settlements, payments, or other awards made by the Trust or with respect to payment of the Settlement Amount to the Trust, the Trust shall, at its sole expense, act as a reporting agent for the AIG-Related Insurers, and shall timely submit all reports required under MMSEA on account of any claims settled, resolved, paid, or partially paid by the Trust or with respect to payments to the Trust, including, but not limited to, reports that would be required if the Porter Hayden Subject Policies or this Agreement were determined to be “applicable plans” for purposes of MMSEA, or the AIG-Related Insurers were otherwise found to have MMSEA reporting requirements. The Trust, in its role as reporting agent for the AIG-Related Insurers, shall follow all applicable guidance published by the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and/or any other agent or successor entity charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA (collectively, “CMS”) to determine whether or not, and, if so, how, to report to CMS pursuant to MMSEA. The AIG-Related Insurers shall follow all applicable guidance published by CMS to enable, facilitate, and assist with the reporting obligations undertaken by the Trust, including but not limited to forwarding to the Trust all communications from CMS regarding the reporting performed by the Trust and its agents.

4.2 As long as the Trust is required to act as a reporting agent for the AIG-Related Insurers pursuant to the provisions of Section 4.1 above, the Trust shall, within ten (10) business days following the end of each calendar quarter, provide a written certification to each of the AIG-Related Insurers that has made a payment to the Trust and for which the Trust is required to act as a reporting agent, confirming that all reports to CMS required by Section 4.12(a) above have been submitted in a timely fashion, and identifying (i) any reports that were rejected or otherwise identified as noncompliant by CMS, along with the stated basis for such rejection or noncompliance, and (ii) any payments to Medicare benefits recipients or Medicare-eligible beneficiaries that the Trust did not report to CMS. In the event that the AIG-Related Insurers receive communications from CMS regarding a rejected or noncompliant report or reports and identified by CMS as submitted by the Trust, the AIG-Related Insurers shall, within ten (10) business days following the end of each calendar quarter, identify to the Trust any reports that were rejected or otherwise identified as noncompliant by CMS, along with the stated basis for such rejection or noncompliance.

4.3 With respect to any reports rejected or otherwise identified as noncompliant by CMS, the Trust shall, upon request by any AIG-Related Insurer that has made a payment to the Trust and for which the Trust is required to act as a reporting agent, promptly provide copies of the original reports submitted to CMS, as well as any response received from CMS with respect to such reports; provided, however, that the Trust may redact from such copies the names, Social Security

numbers other than the last four digits, health insurance claim numbers, taxpayer identification numbers, employer identification numbers, mailing addresses, telephone numbers, and dates of birth of the injured parties, claimants, guardians, conservators, and/or other personal representatives, as applicable. With respect to any such reports, the Trust shall reasonably undertake to remedy any issues of noncompliance identified by CMS and resubmit such reports to CMS, and, upon request by any AIG-Related Insurer, provide such AIG-Related Insurer with copies of such resubmissions; provided, however, that the Trust may redact from such copies the names, Social Security numbers other than the last four digits, health insurance claim numbers, taxpayer identification numbers, employer identification numbers, mailing addresses, telephone numbers, and dates of birth of the injured parties, claimants, guardians, conservators and/or other personal representatives, as applicable. In the event the Trust is unable to remedy any issues of noncompliance, the provisions of Section 4.7 below shall apply.

4.4. As long as the Trust is required to act as a reporting agent for any AIG-Related Insurers pursuant to Section 4.1 above, with respect to each claim of a Medicare benefits recipient or Medicare-eligible beneficiary that was paid by the Trust and not reported to CMS, the Trust shall, upon request by such AIG-Related Insurers, promptly provide the claimant's name, last four digits of the claimant's Social Security number, the year of the claimant's birth, the claimant's asbestos-related disease, and any other information that may be necessary in the reasonable judgment of such AIG-Related Insurer to satisfy its obligations, if any,

under MMSEA, as well as the basis for the Trust's failure to report the payment. In the event the AIG-Related Insurer informs the Trust that it disagrees with the Trust's decision not to report a claim paid by the Trust, the Trust shall promptly report the payment to CMS. All documentation relied upon by the Trust in making a determination that a payment did not have to be reported to CMS shall be maintained for a minimum of six years following such determination.

4.5 As long as the Trust is required to act as a reporting agent for any AIG-Related Insurer pursuant to Section 4.1 above, the Trust shall make the reports and provide the certifications required by Section 4.1 and 4.2 above until such time as the AIG-Related Insurer shall determine, in its reasonable judgment, that it has no further legal obligation under MMSEA or otherwise to report any settlements, resolutions, payments, or liquidation determinations made by the Trust or payments to the Trust. Furthermore, following any permitted cessation of reporting, or if reporting has not previously commenced due to the satisfaction of one or more of the conditions set forth in Section 4.1 above, and if the AIG-Related Insurer reasonably determines, based on subsequent legislative, administrative, regulatory, or judicial developments, that reporting is required, then the Trust shall promptly perform its obligations under Section 4.1 and 4.2 above.

4.6 Section 4.1 above is intended to be purely prophylactic in nature, and does not imply, and shall not constitute an admission, that any Porter Hayden Subject Policy or this Agreement is, in fact, an "applicable plan" within the meaning of MMSEA, or that any AIG-Related Insurer has a legal obligation to

report any actions undertaken by the Trust or payments to the Trust under MMSEA or any other statute or regulation.

4.7 In the event that CMS concludes that reporting done by the Trust in accordance with Section 4.1 above is or may be deficient in any way, and has not been corrected to the satisfaction of CMS in a timely manner, or if CMS communicates to the Trust or any of the AIG-Related Insurers a concern with respect to the sufficiency or timeliness of such reporting, or there appears to an AIG-Related Insurer a reasonable basis for a concern with respect to the sufficiency or timeliness of such reporting or non-reporting based upon the information received pursuant to Section 4.2, 4.3 or 4.4 above, or other credible information, then each AIG-Related Insurer shall have the right to submit its own reports to CMS under MMSEA, and the Trust shall provide to any AIG-Related Insurer that elects to file its own reports such information as the electing AIG-Related Insurer may require, in the time period reasonably required by the AIG-Related Insurer, in order to comply with MMSEA, including, without limitation, the full reports filed by the Trust pursuant to Section 4.1 above without any redactions.

4.8 Notwithstanding any other provision hereof, if the Trust is required to act as a reporting agent for any of the AIG-Related Insurers pursuant to the provisions contained herein, then such AIG-Related Insurer shall take all steps necessary and appropriate as required by CMS to permit any reports contemplated by this Section IV to be timely filed. Furthermore, until an AIG-Related Insurer provides the Trust with any necessary information regarding that AIG-Related

Insurer's identifying information that may be required by CMS's Coordination of Benefits Contractor to effectuate reporting, the Trust shall have no obligation to report under Section 4.1 above with respect to any such entity that has not provided such information and the Trust shall have no indemnification obligation under Subsection 4.10 of this Section IV to such AIG-Related Insurer for any penalty, interest, or sanction that may arise solely on account of the AIG-Related Insurer's failure to timely provide such information to the Trust.

4.9 The Porter Hayden Parties shall ensure that each Claimant alleging exposure to asbestos or asbestos-containing products installed, sold, distributed, marketed, or removed by any Porter Hayden Party after December 4, 1980, has satisfied any lien by Medicare or confirmed that Medicare is not asserting a recovery claim against the Claimant prior to the release of any funds for which reimbursement is sought under this Agreement. In the alternative, the Porter Hayden Parties shall ensure that Medicare's lien is protected by the Claimant's attorney retaining sufficient funds to satisfy the lien in his or her escrow or trust account for satisfaction of the lien, and the Claimant's attorney agreeing only to disburse the balance of client escrow or trust funds when the lien is satisfied. The Porter Hayden Parties shall provide a quarterly certification of its compliance with the terms of the immediately preceding sentence to each AIG-Related Insurer that has made a payment to the Trust and for which the Trust is required to act as reporting agent, and shall permit reasonable audits by such AIG-Related Insurer, no more often than quarterly, to confirm the Trust's compliance with this Section

4.9, during which the AIG-Related Insurers may request copies of Claimant certifications. For the avoidance of doubt, the Trust shall be obligated to comply with the requirements of this Section 4.9 regardless of whether an AIG-Related Insurer elects to file its own reports under MMSEA pursuant to Section 4.7 above.

4.10 The Trust shall indemnify an AIG-Related Insurer with respect to any Claim against such AIG-Related Insurer in respect of Medicare claims reporting and payment obligations in connection with Asbestos Released Claims undertaken by the Trust by this Agreement, including any penalty, interest, attorneys' fees, and sanction. The foregoing indemnification obligation of the Trust is a direct obligation of the Trust and is not subject to application of any payment percentage or other reduction. The Trust shall not indemnify any AIG-Related Insurer with respect to any Claim against such AIG-Related Insurer in respect of Medicare claims reporting and payment obligations in connection with Asbestos Released Claims not undertaken by the Trust by this Agreement.

4.11 All information provided by the Porter Hayden Parties pursuant to this Article IV is confidential, subject to Article 11.4, provided solely for the purpose of fulfilling MMSEA, and shall not be used for any purpose other than fulfilling reporting obligations under MMSEA. The AIG-Related Insurers shall undertake reasonable efforts to maintain the confidentiality of the information provided pursuant to this Article IV, including but not limited to protecting private and personal identification information.

V. **FULL AND MUTUAL RELEASES AND INSURANCE POLICY BUY BACK**

5.1 Effective on the Approval Date, the Porter Hayden Parties, hereby fully, finally, and completely release and waive any and all Claims of the Porter Hayden Parties, including without limitation any Asbestos Released Claims, Insurance Coverage Claims, including both defense costs and indemnification of claims, and Extra-Contractual Claims, against any and all of the AIG-Related Insurers relating to, arising out of, or in connection with the Porter Hayden Subject Policies. This release expressly includes: (i) matters at issue in the Coverage Action, (ii) all Claims attributable to the conduct of the Coverage Action; and (iii) any costs or attorneys' fees attributable to the Coverage Action.

5.2 Effective on the Approval Date, each of the AIG-Related Insurers hereby fully, finally, and completely releases and waives any and all Claims, including any Asbestos Released Claims, Insurance Coverage Claims, and Extra-Contractual Claims, against the Porter Hayden Parties arising out of, or in connection with the Porter Hayden Subject Policies. This release expressly includes: (i) matters at issue in the Coverage Action, (ii) all Claims attributable to the conduct of the Coverage Action, and (iii) any costs or attorneys' fees attributable to the Coverage Action.

5.3 Nothing in this Section V is intended to, nor shall be construed to, release, waive, or otherwise affect the Parties' rights and obligations under this Agreement.

5.4 Nothing in this Agreement shall constitute a release, waiver, or assignment of any of the AIG-Related Insurers' rights against their reinsurers and/or retrocessionaires, which rights are expressly retained by the AIG-Related Insurers.

5.5 The Parties acknowledge they have been advised by their respective legal counsel and are familiar with Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of the executing of the release which if known by him must have materially affected his settlement with the debtor.

The Parties hereto expressly consent that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those dealing with unknown and unsuspected claims, demands, and causes of action. In furtherance of this Agreement, the Parties expressly waive any and all rights they may have under any contract, statute, code, regulation, ordinance, or the common law, including but not limited to Section 1542 of the California Civil Code, which may limit or restrict the effect of a general release as to Claims that they do not know or suspect to exist in their favor at the time of the execution of this Agreement.

VI. DISMISSAL OF COVERAGE ACTION

Promptly after the Approval Date, Porter Hayden and the AIG-Related Insurers shall each dismiss their respective claims asserted in the Coverage Action with prejudice and with each party to bear its own attorneys' fees and costs in and related to the Coverage Action.

VII. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

7.1 Each of the Parties separately represents and warrants as follows:

(a) It has the requisite power and authority to enter into this Agreement and to perform the obligations imposed on it by this Agreement;

(b) The execution and delivery of, and the performance of the obligations contemplated by, this Agreement have been approved by duly authorized representatives of the Party, and by all other necessary actions of the Party;

(c) Each Party has expressly authorized its undersigned representative to execute this Agreement on the Party's behalf as its duly authorized agent;

(d) This Agreement has been thoroughly negotiated and analyzed by counsel and has been executed and delivered in good faith, pursuant to arms' length negotiations, and for good and valuable consideration;

(e) Each Party has conducted diligent, good faith searches for any Asbestos Insurance Policy (as that term is defined in the Plan) that was issued

to the Porter Hayden Parties by the AIG-Related Insurers or that provides insurance coverage and/or other benefits to the Porter Hayden Parties, and that they are not aware of any such insurance policy other than insurance policies listed in the recitals of this Agreement; and

(f) Neither the AIG-Related Insurers nor the Porter Hayden Parties, nor any of their predecessors, successors, assigns, or affiliates, have previously assigned, transferred, or purported to assign or transfer to any other Person any right, Claim, Demand, claim of right, or cause of action released, waived, or assigned herein.

7.2 The Porter Hayden Parties represent and warrant that:

(a) each of the entities qualifying as an insured under the Porter Hayden Subject Policies is entitled to Protected Party Status within the meaning of the Plan; and

(b) Porter Hayden is permitted under Section 8.14(b) and Section 10.12 of the Plan to move the United States District Court for the District of Maryland to extend the Supplemental Injunction to the AIG-Related Insurers for good cause shown.

VIII. ENTIRE AGREEMENT

This Agreement constitutes a single integrated written contract that expresses the entire agreement and understanding between the Parties with respect to matters that are the subject of this Agreement. Except as otherwise expressly provided, this Agreement supersedes all prior communications,

settlements, and understandings between the Parties and their representatives regarding the matters addressed by this Agreement. Except as explicitly set forth in this Agreement, there are no representations, warranties, promises, or inducements, whether oral, written, expressed, or implied, that in any way affect or condition the validity of this Agreement or alter or supplement its terms. Any statements, promises, or inducements, whether made by any Party or any agents of any Party, that are not contained in this Agreement shall not be valid or binding.

IX. NO ADMISSION OF LIABILITY / NO ENDORSEMENT OF PLAN

9.1 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 of the AIG-Related Insurers that any Porter Hayden Party was or is entitled to any insurance coverage with respect to Asbestos Released Claims, Extra-Contractual 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 the Porter Hayden Parties; or (b) an admission by the Porter Hayden Parties as to the validity of any of the coverage positions or defenses to coverage that have been or could have been asserted by the AIG-Related Insurers with respect to Asbestos Released Claims, Extra-Contractual Claims, or any other Claim.

9.2 By entering into this Agreement, the Parties have not waived nor shall 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, Person, or insurance policy outside the scope of this Agreement.

9.3 No Person other than the Parties hereto shall have any legally enforceable rights or benefits under this Agreement.

9.4 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.

X. CONFIDENTIALITY

The Parties agree, subject to any disclosure obligations imposed by law, to hold this Agreement confidential and not to disclose the terms of this Agreement to any Person until the Porter Hayden Parties file a motion seeking entry of an Approval Order; provided, however, that after the Execution Date the Parties may inform the Bankruptcy Court that they have entered into this Agreement without disclosing the terms hereof. Notwithstanding anything to the contrary in this Section X, any Party may disclose this Agreement at any time (a) to the Party's officers, directors, counsel, affiliates, reinsurers, retrocessionaires, auditors, regulators, reinsurance intermediaries, or arbitrators, creditors, and lenders, (b) as required to obtain the approval of this Agreement or the Approval Order, and (c) to the Trust Advisory Committee and the Legal Representative (as those terms are defined in the Plan).

XI. COOPERATION

11.1 Each Party agrees to take such steps and to execute such documents as may be reasonably necessary or proper to effectuate the purpose and intent of this Agreement and to preserve its validity and enforceability. In the

event that any action or proceeding of any type whatsoever is commenced or prosecuted by any Person 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 fully in opposing such action or proceeding.

11.2 Porter Hayden shall undertake all commercially reasonable actions to cooperate with the AIG-Related Insurers in connection with their reinsurers and/or retrocessionaires, including (at the AIG-Related Insurers' sole expense with respect to out-of-pocket expenses incurred by the Porter Hayden Parties) responding to reasonable requests for information. Such cooperation shall include providing the AIG-Related Insurers, upon reasonable request and at the AIG-Related Insurers' sole expense, access to all claim files maintained by Porter Hayden or the Trust, including all product exposure, medical, claim status, and payment records contained in such files.

11.3 All information provided by the Porter Hayden Parties pursuant to this Article XI is confidential and is provided solely for the purpose of fulfilling any applicable contract between the AIG-Related Insurers and their reinsurers and/or retrocessionaires. The Porter Hayden Parties reserve the right to seek, in good faith, reasonable protections for the confidentiality of such information from the AIG-Related Insurers' reinsurers or retrocessionaires.

11.4 If any third-party makes a written or oral request (including request for production of documents, subpoena, or informal request) of any Party for

access to any confidential information produced pursuant to this Agreement, that Party shall send a written notice to each other Party, within five (5) days of receiving the request from the third-party (or sooner if circumstances require), so that any Party may oppose production of the confidential information or obtain protective or other orders.

XII. CONSTRUCTION

It is the intent of the Parties that no part of this Agreement be construed against any of the Parties because of the identity of the drafter or the fact that the AIG-Related Insurers are insurance companies. It also is agreed among the Parties that this is not an insurance contract, and that no special rules of construction apply to this Agreement, including the doctrine of *contra proferentem*.

XIII. NOTICE

All notices, demands, payments, accountings, or other communications that any Party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, faxed, or mailed by United States first-class mail, postage prepaid, to the Parties at the addresses noted below, or such other address as any Party may designate in writing from time to time:

As to the Porter Hayden Parties:

Mr. T. Dennis Feeley
Porter Hayden Company
7667 Waterwood Trail
Glen Burnie, Maryland 21060

With a copy to:

Gardner M. Duvall
Whiteford Taylor & Preston, L.L.P.
7 St. Paul Street
Baltimore, Maryland 21202

Robert E. Johnston
Hollingsworth LLP
1350 I Street, N.W.
Washington, D.C. 20005

As to the AIG-Related Insurers:

Tricia Daziel
Resolute Management, Inc.
1000 Washington Street, 4th Floor
Boston, MA 02118

Brian Bendig
Resolute Management, Inc.
1000 Washington Street, 4th Floor
Boston, MA 02118

With a copy to:

Timothy R. Dingilian
Jackson & Campbell, P.C.
1120 20th Street, N.W.
Suite 300 South
Washington, D.C. 20036

XIV. HEADINGS

Titles and captions contained in the Agreement are inserted only as a matter of convenience and are for reference purposes only. Such titles and captions in no way are intended to define, limit, expand, or describe the scope of this Agreement, nor the intent of any provision thereof.

XV. EXECUTION AND DELIVERY

This Agreement may be executed in counterpart originals, all of which, when so executed and taken together, shall be deemed an original and all of which shall constitute one and the same instrument. Each counterpart may be delivered by facsimile, and a faxed signature shall have the same force and effect as an original signature.

XVI. DISPUTE RESOLUTION

The Parties agree to submit all disputes relating to this Agreement to any court in Maryland which has personal jurisdiction, subject matter jurisdiction, and venue, including a federal court. Any such dispute shall be governed by Maryland substantive law, notwithstanding Maryland choice of law doctrine.

XVII. ASSIGNMENT

Except as expressly provided by this Agreement, this Agreement shall not be assignable by any Party hereto without the prior written consent of all of the Parties.

XVIII. AMENDMENT

This Agreement may not be amended, altered, or modified except by a written agreement duly executed by each Party (or its successors or assigns).

XIX. NO WAIVER

Neither the waiver by a Party hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of a Party, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right

or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights, or privileges hereunder.

XX. AGREEMENT INADMISSIBLE

Settlement negotiations leading up to this Agreement and all related discussions and negotiations shall be deemed to fall within the protection afforded to compromises and to offers to compromise by Rule 408 of the Federal Rules of Evidence and any similar state law provisions. Except as necessary with respect to the motion seeking the Approval Order or any appeal therefrom, any evidence of the terms of this Agreement or negotiations or discussions associated with this Agreement shall be inadmissible in any action or proceeding for purposes of establishing any rights, duties, or obligations of the Parties, except in (i) an action or proceeding to enforce the terms of this Agreement, (ii) any possible action or proceeding between the AIG-Related Insurers and any of their reinsurers and/or retrocessionaires, (iii) as otherwise directed by any court of competent jurisdiction, or (iv) as otherwise provided herein. This Agreement shall not be used as evidence or in any other manner, in any court or dispute resolution proceeding, to create, prove, or interpret the Parties' obligations under any insurance policy.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have caused this Agreement to be duly executed as of the date set forth with the respective signatures below:

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives,
have caused this Agreement to be duly executed as of the date set forth with the respective
signatures below:

FOR THE PORTER HAYDEN PARTIES

By: 

Name: T. Dennis Feeley
Title: Trustee, Porter Hayden Bodily Injury Trust, and President,
Porter Hayden Company

Date: 11-6-14

FOR THE AIG-RELATED INSURERS

By: 

Name: Thomas M. Ryan

Title: Attorney in-fact

Date: 11/19/14

Exhibit 1

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

Case No. 1:03-cv-03408-CCB
(consolidated with: 1:03-cv-03414-CCB)

**ORDER APPROVING SETTLEMENT AND INSURANCE POLICY BUY-BACK
AGREEMENT AND RELEASE BETWEEN THE PORTER HAYDEN PARTIES AND
THE AIG-RELATED INSURERS PARTIES AND GRANTING THE AIG-RELATED
INSURERS PARTIES PROTECTED PARTY STATUS**

Porter Hayden Company (“Porter Hayden”), having moved on November 20, 2014, (the “Motion”), for an order pursuant to sections 524(g), 105(a) and 363 of title 11 of the United States Code, as amended (the “Bankruptcy Code”) and rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) (i) authorizing the Porter Hayden Parties² to enter into and perform under a settlement and buy-back agreement, dated November 19, 2014, (the “Agreement,” a copy of which is annexed to the Motion as Exhibit A), with the AIG-Related Insurers pursuant to which, among other things, the Porter Hayden Parties will provide the AIG-Related Insurers releases, as set forth in the Agreement; (ii) authorizing the sale of the Porter Hayden Subject Policies back to the AIG-Related Insurers, free and clear of any and all Interests, subject and pursuant to the terms of the Agreement; (iii) approving the Agreement; (iv) designating the AIG-Related Insurers as Protected Parties and Settling Asbestos Insurance Companies, entitled to the full protections of the Supplemental Injunction, as those terms are defined in the Third Amended Plan of Reorganization of Porter Hayden Company, as Modified

² Except as otherwise defined herein, all capitalized terms used herein shall have the meaning ascribed to them in the Agreement (as defined herein).

(the “Plan”), confirmed on July 5, 2006, and (iv) enjoining certain Claims against the AIG-Related Insurers as described in Paragraph 10 below (the “Section 105(a) Injunction”).

Upon the record of the Motion, and after due deliberation and sufficient cause appearing therefore, the Court hereby makes the following

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

Jurisdiction, Final Order and Statutory Predicates

A. The Court has jurisdiction over the Motion and relief requested therein, including responses and objections thereto, if any, pursuant to 28 U.S.C. § 1334, and 11 U.S.C. § 524(g). Venue of this case and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. This Order constitutes a final and immediately appealable order within the meaning of 28 U.S.C. § 1291.

C. The statutory predicates for the relief sought in the Motion are Sections 105(a), 363 and 524(g) of the Bankruptcy Code.

Notice of the Motion

D. Porter Hayden has provided due and adequate notice of the Motion, the Agreement, and the subject matter thereof to all parties-in-interest pursuant to Bankruptcy Rules 2002 and 6004, including all Persons that had filed a notice of appearance and demand for service of papers in the Bankruptcy Case or were otherwise listed on the service list maintained by Porter Hayden in the Bankruptcy Case, and the United States Trustee. In addition, to ensure the broadest notice possible, Porter Hayden has provided due and adequate notice of the Motion to (i) all known holders of Asbestos Bodily Injury Claims, through their counsel, (ii) all law firms registered with the Trust, (iii) all *pro se* Claimants who have submitted a claim to the Trust, (iv) the Trust Advisory Committee, (v) the Legal Representative for Future Claimants, (vi)

the United States Trustee, and (vii) all parties that filed a notice of appearance in the Porter Hayden bankruptcy, and by publishing due and adequate notice of the Motion on the Trust website, <http://www.porterhaydentrust.com>.

Sound Business Judgment and Reasonableness

E. The relief requested in the Motion is in the best interests of the Porter Hayden Parties and the present and future Claimants. The Porter Hayden Parties have demonstrated good, sufficient and sound business purposes and justifications for the relief requested in the Motion and the approval of the transactions contemplated thereby.

F. The Agreement, including, without limitation, the sale, termination *ab initio*, exhaustion, and cancellation of the Porter Hayden Subject Policies, is fair and reasonable and in the best interests of the Porter Hayden Parties and the present and future Claimants. The Settlement Amount represents fair and reasonable consideration for the sale, the release of all Claims stated in the Agreement or herein. The Agreement also is in the best interests of the holders of Asbestos Bodily Injury Claims because the proceeds of the sale will be paid to the Trust established pursuant to the Plan.

G. Porter Hayden has demonstrated that the probability of success for Porter Hayden in litigation over the matters resolved by the Agreement, including without limitation, the Coverage Dispute is uncertain; that the litigation of the matters resolved by the Agreement would be complex and costly; and that the entry into the Agreement is appropriate to further the goals of Porter Hayden's reorganization. The Agreement is consistent with the reasonable range of litigation outcomes and is in the best interests of the Porter Hayden Parties and present and future Claimants because, among other reasons, the Agreement contemplates a substantial payment to the Trust.

Good Faith of Purchaser of the Porter Hayden Subject Policies

H. The Agreement was negotiated and proposed, and has been entered into in good faith, from arms'-length bargaining positions, and without fraud or collusion. Each Party to the Agreement was represented by counsel. The sale consideration to be realized through the sale of the Porter Hayden Subject Policies pursuant to the Agreement is fair and reasonable. The AIG-Related Insurers are good faith purchasers of the Porter Hayden Subject Policies for value within the meaning of Section 363(m) of the Bankruptcy Code.

Satisfaction of Section 363(f) Requirements

I. Porter Hayden may sell the Porter Hayden Subject Policies free and clear of Interests under Section 363(f) of the Bankruptcy Code because one or more of the criteria set forth in Sections 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Without limiting the generality of the foregoing, those holders of Interests against any of the Porter Hayden Subject Policies who did not object, or who withdrew their objections (if any), to the Motion or the relief requested therein are deemed to have consented pursuant to Section 363(f)(2) of the Bankruptcy Code. Moreover, each holder of an Interest in the Porter Hayden Subject Policies can be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such Interest as contemplated by Section 363(f)(5) of the Bankruptcy Code.

J. Moreover, to the extent any Person has an Interest in the Porter Hayden Subject Policies, such Interest is adequately protected as required by Section 363(e) of the Bankruptcy Code.

No Successor Liability

K. The AIG-Related Insurers are not assuming any of the Porter Hayden Parties' obligations to their employees by reason of the purchase of the Porter Hayden Subject Policies under the Agreement.

L. No common identity of officers or directors exists between the AIG-Related Insurers and the Porter Hayden Parties

M. The AIG-Related Insurers are purchasing only the Porter Hayden Subject Policies pursuant to the Agreement and this Order and are not purchasing any other assets of the Porter Hayden Parties. The sale does not impose on the AIG-Related Insurers any responsibility or liability with respect to any of the Porter Hayden Parties' other assets or for any liability of, or Claim against, the Porter Hayden Parties.

N. A sale of the Porter Hayden Subject Policies other than one free and clear of Interests would be of substantially less benefit to the Porter Hayden Parties than the sale for which the Porter Hayden Parties seek approval. The AIG-Related Parties would not purchase the Porter Hayden Subject Policies and pay the Settlement Amount were the sale not free and clear of all Interests of Claimants against the Porter Hayden Bodily Injury Trust or of any other insurer.

Channeling Injunction

O. Designating the AIG-Related Insurers as Settling Asbestos Insurance Companies and Protected Parties (as those terms are defined in the Plan), entitled to the protections of this Court's Supplemental Injunction issued pursuant to Section 524(g) of the Bankruptcy Code, is essential to give effect to the sale of the Porter Hayden Subject Policies to the AIG-Related

Insurers free and clear of Interests of Claimants against the Porter Hayden Bodily Injury Trust or of any other insurer pursuant to Section 363(f) of the Bankruptcy Code.

P. Protected Party Status previously has been granted to each of the Porter Hayden Parties that qualify as insureds under any of the AIG-Related Insurers' policies

Q. To the extent that the holders of valid present and future Claims have any interest in the Porter Hayden Subject Policies, such Persons are adequately protected in that any such Claim arising out of or attributable to asbestos and/or asbestos-containing products for which the Porter Hayden Claimants will be paid by the Porter Hayden Bodily Injury Trust, including proceeds of the Settlement Amount, pursuant to the terms of the Plan and the Plan documents. Moreover, the interests, if any, of any other insurer are adequately protected because the Agreement provides that the Porter Hayden Parties shall reduce any final judicial determination or final binding arbitration award against any such other insurer to the extent necessary to eliminate any such insurer's claim for contribution, subrogation, indemnification or similar claim against any AIG-Related Insurer (as provided in the Agreement).

Section 105(a) Injunction

R. An injunction under section 105(a) of the Bankruptcy Code (the "Section 105(a) Injunction") is essential to give effect to the sale of the Porter Hayden Subject Policies to the AIG-Related Insurers, free and clear of Interests of Claimants against the Porter Hayden Bodily Injury Trust or of any other insurer, pursuant to section 363(f) of the Bankruptcy Code. The AIG-Related Insurers have asserted and the Porter Hayden Parties have agreed that the Section 105(a) Injunction, as set forth in Paragraph 9 below, is a necessary prerequisite for entry into the Agreement, and the AIG-Related Parties will not consummate the sale of the Porter

Hayden Subject Policies and pay the Settlement Amount in the absence of the Section 105(a) Injunction.

S. If and to the extent they have any Interest in the Porter Hayden Subject Policies, the holders of present and future Claims against the Porter Hayden Bodily Injury Trust are adequately protected in that they will have the right to pursue their Asbestos Bodily Injury Claims against the proceeds of the sale of the Porter Hayden Subject Policies with the same validity and priority as against the Porter Hayden Subject Policies and subject to the terms and conditions of the Plan. The Interests, if any, of any other insurer are adequately protected because the Agreement provides that Porter Hayden and/or the Trust shall reduce any judgment, Claim against, or settlement with, any such insurer to the extent necessary to satisfy any such insurer's Claim for contribution, subrogation, indemnification or any similar Claims against the AIG-Related Insurers.

For all of the foregoing and after due deliberation, **IT IS ORDERED, ADJUDGED, AND DECREED THAT:**

- 1. The Motion be, and hereby is, granted.**
- 2. The Agreement be, and hereby is, approved.**
- 3. The AIG-Related Insurers are hereby designated Protected Parties and Settling Asbestos Insurance Companies, as those terms are defined in the Plan, and are entitled to the protections of the Supplemental Injunction, as set forth in the Plan.**
- 6. Pursuant to section 363(b) of the Bankruptcy Code, the Porter Hayden Parties are hereby authorized to enter into and consummate the Agreement, including to sell, transfer, and convey the Porter Hayden Subject Policies to the AIG-Related Insurers in accordance with the terms, and subject only to the conditions, specified herein and in the**

Agreement. Upon consummation of this transaction, the Porter Hayden Subject Policies shall be negated and terminated *ab initio* and fully and completely extinguished and cancelled. The Parties are each hereby authorized to take all actions and execute all documents and instruments that the Parties deem reasonably necessary or appropriate to implement and effectuate the transactions contemplated by the Agreement.

7. The terms of the Agreement are approved, and this Order and the Agreement shall be valid and binding in accordance therewith upon the Parties, all Persons holding Interests in the Porter Hayden Subject Policies, all Persons holding Claims or demands against the Porter Hayden Parties, Porter Hayden's insurers other than the AIG-Related Insurers, any actual or potential insureds under the Porter Hayden Subject Policies, all other parties-in-interest, and each of the foregoing Persons' successors and assigns.

8. The AIG-Related Insurers shall pay the Settlement Amount as provided in the Agreement.

9. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, and subject to the payment by the AIG-Related Insurers of the Settlement Amount as provided for in the Agreement, the sale of the Porter Hayden Subject Policies by Porter Hayden and the buyback of the Porter Hayden Subject Policies by the AIG-Related Insurers shall constitute a legal, valid, and effective transfer of the Porter Hayden Subject Policies free and clear of all Interests of all Persons in the Porter Hayden Subject Policies, including without limitation any and all Claims and demands against the Porter Hayden Parties that could give rise to a right of indemnity under the Porter Hayden Subject Policies, whether arising prior to, during, or subsequent to the Bankruptcy Case or imposed by agreement,

understanding, law, equity or otherwise. Any and all such Interests shall attach to the proceeds of the sale with the same validity, priority, force, and effect as such Interest holders had in the Porter Hayden Subject Policies and subject to the terms and conditions of the Plan. Upon consumation of this sale, the Porter Hayden Subject Policies shall be negated and terminated *ab initio* and fully and completely extinguished and cancelled.

10. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, all Persons that have held or asserted, which hold or assert or which may in the future hold or assert any Claim (including, but not limited to, any Asbestos Bodily Injury Claim) against the Porter Hayden Parties or the Porter Hayden Subject Policies, whenever or wherever arising or asserted (including all claims in the nature of or sounding in tort, contract, warranty or any other theory of law, equity or admiralty), shall, upon the entry of this Order be permanently stayed, restrained and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering or receiving payments from the AIG-Related Insurers to recover with respect to any such Claim. Notwithstanding the foregoing, the Porter Hayden Parties are not stayed, restrained or enjoined from asserting any Claims that are not released under the Agreement, and the AIG-Related Parties may assert any and all defenses to any such Claims.

11. The AIG-Related Insurers are not, and shall not be deemed to be, successors to the Porter Hayden Parties by reason of any theory of law or equity or as a result of the consummation of the transactions contemplated in the Agreement or otherwise. The AIG-Related Insurers shall not assume any liabilities in connection with or relating to the Porter Hayden Parties, other than performance of the Agreement.

12. The transactions contemplated by the Agreement, including, without limitation, the sale of the Porter Hayden Subject Policies, are undertaken by the Porter Hayden Parties in good faith, as that term is used in section 363(m) of the Bankruptcy Code. Accordingly, the reversal or modification on appeal of the authorization to consummate the sale of the Porter Hayden Subject Policies as contemplated by the Agreement shall not affect the validity of the sale of the Porter Hayden Subject Policies to the AIG-Related Insurers, unless such authorization is duly stayed pending appeal. The AIG-Related Insurers are purchasers in good faith of the Porter Hayden Subject Policies and shall be entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

13. This Court shall retain jurisdiction to interpret and enforce the provisions of the Agreement and this Order, and to adjudicate, if necessary, any and all disputes arising under or relating in any way to, or affecting, any of the transactions contemplated under the Agreement.

DATED: _____

United States District Judge

Exhibit 2

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

Case No. 1:03-cv-03408-CCB
(consolidated with: 1:03-cv-03414-CCB)

The AIG-Related Insurers

AIG Centennial Insurance Company (f/k/a Colonial Penn Insurance Company)
AIU Insurance Company (f/k/a American International Insurance Company and also Pacific Insurance Company of New York)
American Home Assurance Company
AIG Assurance Company (f/k/a Chartis Casualty Company (f/k/a American International South Insurance Company and also American Global Insurance Company))
AIG Claims, Inc. (f/k/a Chartis Claims, Inc., AIG Domestic Claims, Inc., AIG Claim Services, Inc. and also American International Adjustment Company, Inc.; successor in interest to AIG Technical Services, Inc.)
Chartis Excess Limited (f/k/a AIG Excess Liability Insurance International Limited and also Starr Excess Liability Insurance International Limited)
AIG Property Casualty Inc. (f/k/a Chartis Inc. and also Chartis Holdings, Inc.)
AIG Insurance Company of Canada (f/k/a Chartis Insurance Company of Canada, AIG Commercial Insurance Company of Canada and also Commerce and Industry Insurance Company of Canada)
AIG Property Casualty Company (f/k/a Chartis Property Casualty Company (f/k/a AIG Casualty Company and also Birmingham Fire Insurance Company of Pennsylvania))
AIG Specialty Insurance Company (f/k/a Chartis Specialty Insurance Company, American International Specialty Lines Insurance Company and also American International Surplus Lines Insurance Company and also Alaska Insurance Company)
AIG Property Casualty U.S., Inc. (f/k/a Chartis U.S., Inc., AIG Commercial Insurance Group, Inc.; and successor in interest to the "old" Chartis Inc. (f/k/a AIU Holdings, Inc. and also AIG Property Casualty Group, Inc.))
Commerce and Industry Insurance Company
Granite State Insurance Company
Illinois National Insurance Co.
Lexington Insurance Company (and successor in interest to Chartis Select Insurance Company (f/k/a AIG Excess Liability Insurance Company Ltd. and also Starr Excess Liability Insurance Company Ltd.))
National Union Fire Insurance Company of Pittsburgh, Pa. (and successor in interest to Audubon Indemnity Company, Audubon Insurance Company, National Union Fire Insurance Company of Louisiana and Landmark Insurance Company)
National Union Fire Insurance Company of Vermont

New Hampshire Insurance Company
The Insurance Company of the State of Pennsylvania
Eaglestone Reinsurance Company

Exhibit B

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
(BALTIMORE DIVISION)**

NATIONAL UNION FIRE INSURANCE))	
COMPANY OF PITTSBURGH, PA., et al.,))	
)	
Plaintiffs,))	
)	Case No. 1:03-cv-03408-CCB
v.))	(Consolidated with: 1:03-cv-03414-CCB)
)	
PORTER HAYDEN COMPANY,))	
)	
Defendant.))	

**ORDER APPROVING SETTLEMENT AND INSURANCE POLICY BUY-BACK
AGREEMENT AND RELEASE BETWEEN THE PORTER HAYDEN PARTIES AND
THE AIG-RELATED INSURERS PARTIES AND GRANTING THE AIG-RELATED
INSURERS PARTIES PROTECTED PARTY STATUS**

Porter Hayden Company (“Porter Hayden”), having moved on November 20, 2014, (the “Motion”), for an order pursuant to sections 524(g), 105(a) and 363 of title 11 of the United States Code, as amended (the “Bankruptcy Code”) and rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) (i) authorizing the Porter Hayden Parties¹ to enter into and perform under a settlement and buy-back agreement, dated November 19, 2014, (the “Agreement,” a copy of which is annexed to the Motion as Exhibit A), with the AIG-Related Insurers pursuant to which, among other things, the Porter Hayden Parties will provide the AIG-Related Insurers releases, as set forth in the Agreement; (ii) authorizing the sale of the Porter Hayden Subject Policies back to the AIG-Related Insurers, free and clear of any and all Interests, subject and pursuant to the terms of the Agreement; (iii) approving the Agreement; (iv) designating the AIG-Related Insurers as Protected Parties and Settling Asbestos Insurance

¹ Except as otherwise defined herein, all capitalized terms used herein shall have the meaning ascribed to them in the Agreement (as defined herein).

Companies, entitled to the full protections of the Supplemental Injunction, as those terms are defined in the Third Amended Plan of Reorganization of Porter Hayden Company, as Modified (the “Plan”), confirmed on July 5, 2006, and (iv) enjoining certain Claims against the AIG-Related Insurers as described in Paragraph 10 below (the “Section 105(a) Injunction”).

Upon the record of the Motion, and after due deliberation and sufficient cause appearing therefore, the Court hereby makes the following

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

Jurisdiction, Final Order and Statutory Predicates

The Court has jurisdiction over the Motion and relief requested therein, including responses and objections thereto, if any, pursuant to 28 U.S.C. § 1334, and 11 U.S.C. § 524(g). Venue of this case and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

This Order constitutes a final and immediately appealable order within the meaning of 28 U.S.C. § 1291.

The statutory predicates for the relief sought in the Motion are Sections 105(a), 363 and 524(g) of the Bankruptcy Code.

Notice of the Motion

Porter Hayden has provided due and adequate notice of the Motion, the Agreement, and the subject matter thereof to all parties-in-interest pursuant to Bankruptcy Rules 2002 and 6004, including all Persons that had filed a notice of appearance and demand for service of papers in the Bankruptcy Case or were otherwise listed on the service list maintained by Porter Hayden in the Bankruptcy Case, and the United States Trustee. In addition, to ensure the broadest notice possible, Porter Hayden has provided due and adequate notice of the Motion to (i) all known holders of Asbestos Bodily Injury Claims, through their counsel, (ii) all law firms registered with

the Trust, (iii) all *pro se* Claimants who have submitted a claim to the Trust, (iv) the Trust Advisory Committee, (v) the Legal Representative for Future Claimants, (vi) the United States Trustee, and (vii) all parties that filed a notice of appearance in the Porter Hayden bankruptcy, and by publishing due and adequate notice of the Motion on the Trust website, <http://www.porterhaydentrust.com>.

Sound Business Judgment and Reasonableness

The relief requested in the Motion is in the best interests of the Porter Hayden Parties and the present and future Claimants. The Porter Hayden Parties have demonstrated good, sufficient and sound business purposes and justifications for the relief requested in the Motion and the approval of the transactions contemplated thereby.

The Agreement, including, without limitation, the sale, termination *ab initio*, exhaustion, and cancellation of the Porter Hayden Subject Policies, is fair and reasonable and in the best interests of the Porter Hayden Parties and the present and future Claimants. The Settlement Amount represents fair and reasonable consideration for the sale, the release of all Claims stated in the Agreement or herein. The Agreement also is in the best interests of the holders of Asbestos Bodily Injury Claims because the proceeds of the sale will be paid to the Trust established pursuant to the Plan.

Porter Hayden has demonstrated that the probability of success for Porter Hayden in litigation over the matters resolved by the Agreement, including without limitation, the Coverage Dispute is uncertain; that the litigation of the matters resolved by the Agreement would be complex and costly; and that the entry into the Agreement is appropriate to further the goals of Porter Hayden's reorganization. The Agreement is consistent with the reasonable range of litigation outcomes and is in the best interests of the Porter Hayden Parties and present and future

Claimants because, among other reasons, the Agreement contemplates a substantial payment to the Trust.

Good Faith of Purchaser of the Porter Hayden Subject Policies

The Agreement was negotiated and proposed, and has been entered into in good faith, from arms'-length bargaining positions, and without fraud or collusion. Each Party to the Agreement was represented by counsel. The sale consideration to be realized through the sale of the Porter Hayden Subject Policies pursuant to the Agreement is fair and reasonable. The AIG-Related Insurers are good faith purchasers of the Porter Hayden Subject Policies for value within the meaning of Section 363(m) of the Bankruptcy Code.

Satisfaction of Section 363(f) Requirements

Porter Hayden may sell the Porter Hayden Subject Policies free and clear of Interests under Section 363(f) of the Bankruptcy Code because one or more of the criteria set forth in Sections 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Without limiting the generality of the foregoing, those holders of Interests against any of the Porter Hayden Subject Policies who did not object, or who withdrew their objections (if any), to the Motion or the relief requested therein are deemed to have consented pursuant to Section 363(f)(2) of the Bankruptcy Code. Moreover, each holder of an Interest in the Porter Hayden Subject Policies can be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such Interest as contemplated by Section 363(f)(5) of the Bankruptcy Code.

Moreover, to the extent any Person has an Interest in the Porter Hayden Subject Policies, such Interest is adequately protected as required by Section 363(e) of the Bankruptcy Code.

No Successor Liability

The AIG-Related Insurers are not assuming any of the Porter Hayden Parties' obligations to their employees by reason of the purchase of the Porter Hayden Subject Policies under the Agreement.

No common identity of officers or directors exists between the AIG-Related Insurers and the Porter Hayden Parties

The AIG-Related Insurers are purchasing only the Porter Hayden Subject Policies pursuant to the Agreement and this Order and are not purchasing any other assets of the Porter Hayden Parties. The sale does not impose on the AIG-Related Insurers any responsibility or liability with respect to any of the Porter Hayden Parties' other assets or for any liability of, or Claim against, the Porter Hayden Parties.

A sale of the Porter Hayden Subject Policies other than one free and clear of Interests would be of substantially less benefit to the Porter Hayden Parties than the sale for which the Porter Hayden Parties seek approval. The AIG-Related Parties would not purchase the Porter Hayden Subject Policies and pay the Settlement Amount were the sale not free and clear of all Interests of Claimants against the Porter Hayden Bodily Injury Trust or of any other insurer.

Channeling Injunction

Designating the AIG-Related Insurers as Settling Asbestos Insurance Companies and Protected Parties (as those terms are defined in the Plan), entitled to the protections of this Court's Supplemental Injunction issued pursuant to Section 524(g) of the Bankruptcy Code, is essential to give effect to the sale of the Porter Hayden Subject Policies to the AIG-Related Insurers free and clear of Interests of Claimants against the Porter Hayden Bodily Injury Trust or of any other insurer pursuant to Section 363(f) of the Bankruptcy Code.

Protected Party Status previously has been granted to each of the Porter Hayden Parties that qualify as insureds under any of the AIG-Related Insurers' policies

To the extent that the holders of valid present and future Claims have any interest in the Porter Hayden Subject Policies, such Persons are adequately protected in that any such Claim arising out of or attributable to asbestos and/or asbestos-containing products for which the Porter Hayden Claimants will be paid by the Porter Hayden Bodily Injury Trust, including proceeds of the Settlement Amount, pursuant to the terms of the Plan and the Plan documents. Moreover, the interests, if any, of any other insurer are adequately protected because the Agreement provides that the Porter Hayden Parties shall reduce any final judicial determination or final binding arbitration award against any such other insurer to the extent necessary to eliminate any such insurer's claim for contribution, subrogation, indemnification or similar claim against any AIG-Related Insurer (as provided in the Agreement).

Section 105(a) Injunction

R. An injunction under section 105(a) of the Bankruptcy Code (the "Section 105(a) Injunction") is essential to give effect to the sale of the Porter Hayden Subject Policies to the AIG-Related Insurers, free and clear of Interests of Claimants against the Porter Hayden Bodily Injury Trust or of any other insurer, pursuant to section 363(f) of the Bankruptcy Code. The AIG-Related Insurers have asserted and the Porter Hayden Parties have agreed that the Section 105(a) Injunction, as set forth in Paragraph 9 below, is a necessary prerequisite for entry into the Agreement, and the AIG-Related Parties will not consummate the sale of the Porter Hayden Subject Policies and pay the Settlement Amount in the absence of the Section 105(a) Injunction.

S. If and to the extent they have any Interest in the Porter Hayden Subject Policies, the holders of present and future Claims against the Porter Hayden Bodily Injury Trust are adequately protected in that they will have the right to pursue their Asbestos Bodily Injury Claims against the proceeds of the sale of the Porter Hayden Subject Policies with the same validity and priority as against the Porter Hayden Subject Policies and subject to the terms and conditions of the Plan. The Interests, if any, of any other insurer are adequately protected because the Agreement provides that Porter Hayden and/or the Trust shall reduce any judgment, Claim against, or settlement with, any such insurer to the extent necessary to satisfy any such insurer's Claim for contribution, subrogation, indemnification or any similar Claims against the AIG-Related Insurers.

For all of the foregoing and after due deliberation, **IT IS ORDERED, ADJUDGED, AND DECREED THAT:**

- 1. The Motion be, and hereby is, granted.**
- 2. The Agreement be, and hereby is, approved.**
- 3. The AIG-Related Insurers are hereby designated Protected Parties and Settling Asbestos Insurance Companies, as those terms are defined in the Plan, and are entitled to the protections of the Supplemental Injunction, as set forth in the Plan.**
- 6. Pursuant to section 363(b) of the Bankruptcy Code, the Porter Hayden Parties are hereby authorized to enter into and consummate the Agreement, including to sell, transfer, and convey the Porter Hayden Subject Policies to the AIG-Related Insurers in accordance with the terms, and subject only to the conditions, specified herein and in the Agreement. Upon consummation of this transaction, the Porter Hayden Subject Policies shall be negated and terminated *ab initio* and fully and completely extinguished and**

cancelled. The Parties are each hereby authorized to take all actions and execute all documents and instruments that the Parties deem reasonably necessary or appropriate to implement and effectuate the transactions contemplated by the Agreement.

7. The terms of the Agreement are approved, and this Order and the Agreement shall be valid and binding in accordance therewith upon the Parties, all Persons holding Interests in the Porter Hayden Subject Policies, all Persons holding Claims or demands against the Porter Hayden Parties, Porter Hayden's insurers other than the AIG-Related Insurers, any actual or potential insureds under the Porter Hayden Subject Policies, all other parties-in-interest, and each of the foregoing Persons' successors and assigns.

8. The AIG-Related Insurers shall pay the Settlement Amount as provided in the Agreement.

9. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, and subject to the payment by the AIG-Related Insurers of the Settlement Amount as provided for in the Agreement, the sale of the Porter Hayden Subject Policies by Porter Hayden and the buyback of the Porter Hayden Subject Policies by the AIG-Related Insurers shall constitute a legal, valid, and effective transfer of the Porter Hayden Subject Policies free and clear of all Interests of all Persons in the Porter Hayden Subject Policies, including without limitation any and all Claims and demands against the Porter Hayden Parties that could give rise to a right of indemnity under the Porter Hayden Subject Policies, whether arising prior to, during, or subsequent to the Bankruptcy Case or imposed by agreement, understanding, law, equity or otherwise. Any and all such Interests shall attach to the proceeds of the sale with the same validity, priority, force, and effect as such Interest

holders had in the Porter Hayden Subject Policies and subject to the terms and conditions of the Plan. Upon consumation of this sale, the Porter Hayden Subject Policies shall be negated and terminated *ab initio* and fully and completely extinguished and cancelled.

10. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, all Persons that have held or asserted, which hold or assert or which may in the future hold or assert any Claim (including, but not limited to, any Asbestos Bodily Injury Claim) against the Porter Hayden Parties or the Porter Hayden Subject Policies, whenever or wherever arising or asserted (including all claims in the nature of or sounding in tort, contract, warranty or any other theory of law, equity or admiralty), shall, upon the entry of this Order be permanently stayed, restrained and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering or receiving payments from the AIG-Related Insurers to recover with respect to any such Claim. Notwithstanding the foregoing, the Porter Hayden Parties are not stayed, restrained or enjoined from asserting any Claims that are not released under the Agreement, and the AIG-Related Parties may assert any and all defenses to any such Claims.

11. The AIG-Related Insurers are not, and shall not be deemed to be, successors to the Porter Hayden Parties by reason of any theory of law or equity or as a result of the consumation of the transactions contemplated in the Agreement or otherwise. The AIG-Related Insurers shall not assume any liabilities in connection with or relating to the Porter Hayden Parties, other than performance of the Agreement.

12. The transactions contemplated by the Agreement, including, without limitation, the sale of the Porter Hayden Subject Policies, are undertaken by the Porter Hayden Parties in good faith, as that term is used in section 363(m) of the Bankruptcy

Code. Accordingly, the reversal or modification on appeal of the authorization to consummate the sale of the Porter Hayden Subject Policies as contemplated by the Agreement shall not affect the validity of the sale of the Porter Hayden Subject Policies to the AIG-Related Insurers, unless such authorization is duly stayed pending appeal. The AIG-Related Insurers are purchasers in good faith of the Porter Hayden Subject Policies and shall be entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

13. This Court shall retain jurisdiction to interpret and enforce the provisions of the Agreement and this Order, and to adjudicate, if necessary, any and all disputes arising under or relating in any way to, or affecting, any of the transactions contemplated under the Agreement.

DATED: _____

United States District Judge