

HOME ASSIGNMENT AGREEMENT

THIS ASSIGNMENT OF INSURANCE CLAIMS

is made on this 12th day of August 2010 (the "Agreement").

BETWEEN:

- (1) **Cleaver-Brooks, Inc.** a company whose principal office is situated at 221 Law Street, Thomasville, Georgia, 31792 and **The Coca-Cola Company** a company whose principal office is situated at One Coca-Cola Plaza, Atlanta, GA 30313, in their own right and on behalf of other persons defined below as "**Cleaver-Brooks**" and "**Coca-Cola**" (collectively referred to herein as "**Assignors**").
- (2) **Global Legacy Acquisition L.P.** a company whose principal office is situated at, LOM Building, Reid Street, Hamilton, Bermuda (referred to herein as "**Assignee**").

WHEREAS:

- (A) The Assignors have claims and other rights against the Insurer pursuant to the Settlement Agreement (as defined below); and
- (B) The Assignors and the Assignee wish to assign from the Assignors to the Assignee all claims and rights against the Insurer to receive any payments made pursuant to the Settlement Agreement.

IT IS HEREBY AGREED:

1. INTERPRETATION

- 1.1 In this Agreement (including any recitals and appendices howsoever described), unless the context otherwise requires:

"Assigned Claims"

means any and all claims and rights to proceeds and/or amounts at any time receivable from, and other causes of action ("Claims") held by the Assignors against, the Insurer in respect of Claims, including but not limited to:

all sums due in respect of Claims against the Insurer arising under or relating to the Settlement Agreement, whether reported, unreported, current, future or contingent;

all sums due by way of contribution to settlement expenses incurred after the occurrence of the relevant loss in respect of Claims against the Insurer arising under or relating to the Settlement Agreement;

all sums due but unpaid as at the Effective Date in respect of any liability of the Insurer for payments due pursuant to the Settlement Agreement which are allowed, or established by agreement or otherwise, under the terms of any liquidation of the Insurer;

all amounts available from sources other than the Insurer to meet the Insurer's liabilities for Claims pursuant to the Settlement Agreement, including but not limited to rights to draw against letters of credit and claims against deposits, collateral of any kind, guarantors or indemnitors of the Insurer; and

all rights to notify, submit, file formally or otherwise prove for, pursue, vote, negotiate, compromise, make demand or collect sums in respect of Claims against the Insurer arising under or relating to the Settlement Agreement;

but for the avoidance of doubt, the policies under or in relation to which the Assigned Claims arise shall not themselves be assigned.

"Business Day"

means a day (other than a Saturday, Sunday or other day on which banks are required or authorized by law to be closed) on which banks are generally open for business in New York, New York.

"Cleaver-Brooks"

means Cleaver-Brooks, Inc., its predecessors and successors, all its past and present subsidiaries and the predecessors and successors of such subsidiaries, its past and present affiliates and joint ventures and their predecessors and successors, and all its past present and future assigns and any other entity, including any corporation, that has been acquired by, merged into or combined with Cleaver-Brooks, Inc.

"Coca-Cola" means The Coca-Cola Company, its predecessors and successors, all its past and present subsidiaries and the predecessors and successors of such subsidiaries, its past and present affiliates and joint ventures and their predecessors and successors, and all its past present and future assigns and any other entity, including any corporation, that has been acquired by, merged into or combined with The Coca-Cola Company.

"Effective Date" means the date of this Agreement.

"Insurer" means The Home Insurance Company, in Liquidation, their successors and predecessors and any company previously merged into them

"Legal Proceedings" means:
any action or other legal proceeding, including any judicial action and proceeding; and
arbitration, mediation or any other formal dispute resolution procedure which does not involve submission to a court of law.

"Material Adverse Change" means an event whereby:
(a) any of the written representations and warranties made by Assignors herein is either materially breached or turns out to be materially incorrect; or
(b) any of the covenants of Assignors contained in this Agreement is either not complied with or materially breached by Assignors or turns out to be materially incorrect.

"Parties" means Cleaver-Brooks, Coca-Cola, and Global Legacy Acquisition L.P.

"Person" means an individual, a corporation, a partnership, an association, a trust, any other entity or organization, and any federal, state or local government or quasi-governmental body or political subdivision or any agency, department, board or

instrumentality thereof.

"Settlement Agreement"

means the settlement agreement and release entered into between the Assignors and the Insurer dated 27th March 2007 and approved by Order of the Superior Court of the State of New Hampshire dated 23rd April 2007 approving an allowance by the Insurer of the Assignors' claims as Class II claims in the sum of US\$74,000,000.

1.2 References herein to:

- (a) This Agreement includes all variations, amendments, novations or supplements hereto which may be agreed to between the Parties;
- (b) Words denoting the singular include the plural and vice versa;
- (c) Each Party includes its respective successors and assigns;
- (d) Headings are for convenience only and are to be ignored in construing this Agreement;
- (e) The word "including" means "including without limitation".

2. ASSIGNMENT

- 2.1 In consideration of the payment required by Section 3 herein, the Assignors hereby irrevocably assign to the Assignee, with effect from the Effective Date, all right, title, benefit and interest whatsoever, present and future, in and to the Assigned Claims. The Parties agree that Assignee shall be entitled to directly receive and retain any and all amounts due and payable under or in respect of the Assigned Claims. The Assigned Claims shall be assigned to Assignee subject to all Covenants as set forth in Section 4 of this Agreement, the Representations and Warranties set forth in Section 5 of this Agreement, and all other terms and conditions as set forth in this Agreement.
- 2.2 The assignment made hereunder and all other rights under this Agreement shall be binding upon and benefit the successors and assigns of the Assignors and the Assignee.
- 2.3 In the event that the Insurer sets off or deducts monies from any distribution to Assignee relating to the Assigned Claims because the Insurer claims that Assignors have liabilities to the Insurer or because of (a) any amounts previously paid to the Assignors due to the insolvency of the Insurer or (b) any indemnification obligations owed by the Assignors to the Insurer, Assignors shall be jointly and severally liable to pay to Assignee, on written demand of Assignee (which demand shall be made at Assignee's sole option), an amount equal to such set-off or deduction plus interest thereon at 8% per annum from a date beginning five (5) business days after Assignors' receipt of Assignee's written demand to the date of Assignors' payment.

3. PAYMENT

- 3.1 For good and valuable consideration received from the Assignors, the receipt and sufficiency of which is hereby acknowledged by the Assignee, the Assignee shall pay to the Assignors the sum set out in Appendix 1 hereto on the terms set out therein.
- 3.2 If all or any part of this Agreement is at any time set aside by reason of bankruptcy, preference, transaction at an undervalue, fraudulent transfer, reorganization, moratorium, similar laws of general applicability relating to or affecting creditors' rights or insolvency of the Assignors (or of any company constituting the Assignors as defined herein), the Assignee shall be entitled to recover all sums paid by them hereunder (or so much thereof as applicable law will permit) with interest at 8% per annum from the Effective Date.
- 3.3 In the event that either of the Assignors, or one or more of its parent, subsidiaries or affiliated corporations, becomes the subject of voluntary or involuntary cases for relief under title 11 of the United States Code (the "Bankruptcy Code"), such entity shall not take any action to avoid, reject, or otherwise deprive Assignee of the full benefits of this Agreement under any provision of the Bankruptcy Code. Such entity agrees to assume this Agreement if it is deemed an executory contract; use best efforts to defeat any attacks on this Agreement; and assert that this Agreement is a good faith, arms'-length transaction for exchange of reasonably equivalent value. The Assignors and the Assignee further acknowledge that this Agreement is not a preference, a fraudulent conveyance, or avoidable under any other applicable federal bankruptcy or non-bankruptcy law.

4. ASSIGNORS' COVENANTS

The Assignors hereby covenant with the Assignee:

- 4.1 To execute and deliver forthwith to the Insurer a notice of assignment in substantially the same form as set forth in Appendix 2 attached hereto (and in any other form as may be required subsequently by the Insurer or the liquidator thereof) directing the Insurer to pay to the Assignee or to its designee monies payable and becoming payable in respect of the Assigned Claims and shall supply a copy of such notice to the Assignee.
- 4.2 To take such steps and comply with such formalities, at the Assignors' expense, as are reasonably requested in writing by the Assignee to enable Assignee to perfect or more fully to evidence or secure title to the Assigned Claims.
- 4.3 To undertake at the Assignors' expense reasonable cooperation with the Assignee in its dealings with the Insurer and others in respect of Assignee's efforts to recover all sums potentially available in respect of the Assigned Claims, including, but not limited to:
 - (a) Providing to the Assignee forthwith and from time to time all such information concerning the Assigned Claims that the Assignors receive from the Insurer;

- (b) Providing forthwith all claims information which may reasonably be requested by the Insurer;
- (c) Providing all reasonable assistance (upon being so requested in writing by the Assignee) in connection with the presentation and collection of the Assigned Claims to the Insurer and, in connection therewith, to comply with the relevant provisions (statutory or otherwise) and terms of the liquidation of the Insurer.

- 4.4 Not to assign, transfer, pledge or otherwise dispose of or grant any interest in or create or permit to arise any lien or encumbrance over the Assigned Claims and to forbear from doing any thing or taking any action that is inconsistent with the Assignors' obligations under this Agreement. However, nothing in this clause or this Agreement shall limit Assignors' rights as they relate to other insurance companies or underwriting syndicates, other than the Insurer, including, but not limited to, entering into settlements with such other insurance companies or underwriting syndicates; provided however that no such settlement shall grant any right of contribution by such other insurance company or underwriting syndicate against the Insurer.
- 4.5 To hold any monies, distribution, cash, securities, instruments or any other property received by or on behalf of the Assignors after the Effective Date on account of the Assigned Claims (whether received from the Insurer or any third party) (with the exception of those sums paid and received pursuant to section 3 of this Agreement) as property of the Assignee to which the Assignee has an absolute right, and promptly to account for and pay to the Assignee at the Assignors' expense all such receipts (and interest thereon at a commercial rate from the date of receipt to the date of payment) in the same form as may have been received together with any endorsements or documents necessary to transfer such property to the Assignee, and pending such delivery to hold the same secure and in a segregated account designated in the name of the Assignee in trust for the Assignee absolutely.
- 4.6 Not to enter into correspondence, notify, pursue, file, prove for distribution or otherwise seek any settlement, payment or acknowledgement of liability in relation to the Assigned Claims either for or against the Insurer save with or upon the prior written consent or instruction of the Assignee.
- 4.7 Not to accept any tender of any payment, distribution, offset or other benefit whatsoever and whether in cash or other form from the Insurer, or otherwise enter into any compromise in relation to the Assigned Claims without the prior written consent of the Assignee.
- 4.8 Not to act, do or omit to do anything that would or might reduce or impair the amount of any monies payable in respect of the Assigned Claims. However, nothing in this clause or this Agreement shall limit Assignors' rights as they relate to other insurance companies or underwriting syndicates, other than the Insurer, including, but not limited to, entering into settlements with such other insurance companies or underwriting syndicates.

4.9 Promptly give written notice of any default hereunder or any claims which might adversely affect the rights of Assignee hereunder.

4.10 Upon execution hereof, the Assignors shall use their best endeavors to agree with the Liquidator of the Insurer an amendment to Clause 2D of the Settlement Agreement, or some other form of agreement with or consent from the Liquidator of the Insurer, which amendment or other form of agreement or consent shall be approved by the Assignee in advance of agreement thereto by the Assignors, which provides that all payments made by the Insurer in respect of the Assigned Claims shall be payable to the Assignee or to its order.

5. REPRESENTATIONS AND WARRANTIES

5.1 Each Assignor represents and warrants to the Assignee and Assignee represents and warrants to the Assignors that to the best of its knowledge following due enquiry:

- (a) It is duly organized and validly existing and in good standing in the laws of its jurisdiction of its organization and has full power to carry on business as it is presently conducted including, without limitation, the assignment of the Assigned Claims, to enter into this Agreement and to carry out the transactions contemplated hereby, and has obtained or will obtain all consents and approvals, including (where appropriate) from such other Persons as are necessary for it to enter into and perform this Agreement on its own behalf and on behalf of Persons whom it purports to bind hereto;
- (b) This Agreement has been duly authorized, executed and delivered and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and (b) as to enforceability the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law);
- (c) It is aware that the amount, if any, which may be ultimately distributed by the Insurer with respect to the Assigned Claims is uncertain;
- (d) It has adequate information to make an informed decision to enter into this Agreement; and
- (e) It has made its own decision to enter into this Agreement independent of all other Parties (save to the extent that any Party has relied upon representations or warranties made to it hereunder by another Party) and based solely on such information and/or advice as it has deemed appropriate or necessary, and no other Party is acting as a fiduciary for it or in any similar capacity.

5.2 The Assignors represent and warrant that to the best of their knowledge following due enquiry:

- (a) The execution, delivery and performance of this Agreement and the assignment of the Assigned Claims to Assignee, and the execution of any other instrument related to this Agreement, constitute a legal, valid and binding obligation of Assignors enforceable in accordance with its terms, without any offsets or counterclaims, and no further actions are required for Assignors to enter into this Agreement and such other instruments as may be required;
- (b) No payment has been made as at the Effective Date, nor been received by or on behalf of the Assignors or any third party whether by way of cash settlement, set-off, on account or otherwise in full or partial satisfaction of the Assigned Claims; provided, however, the Parties expressly understand that this does not include amounts paid by other insurers besides the insurer;
- (c) The Assignors have not assigned, transferred, pledged or otherwise granted any rights whatsoever to third parties in relation to the Assigned Claims in whole or in part, and the terms of each policy referred to in the Settlement Agreement do not restrict or limit in any way the Assignors' ability to assign, transfer, pledge or otherwise grant to third parties any of its rights and do not require any endorsement on such policy to reflect any such assignment, transfer, pledge or other grant of rights;
- (d) The Assignors are the sole legal and beneficial owners and have title to all of the Assigned Claims free of any and all liens, security interests or encumbrances of any kind whatsoever and no third party has any interest whatsoever in the Assigned Claims;
- (e) Neither the Assignor nor any constituent Person thereof is insolvent within the meaning of the United States Bankruptcy Code, the Uniform Fraudulent Transfer Act or the Uniform Fraudulent Conveyance Act and the execution, delivery and performance of any of its obligations hereunder will not render the Assignor, or any constituent Person thereof, insolvent on a balance sheet basis or unable to pay its debts as they become due or will not leave the Assignor with unreasonably small capital. Furthermore, no order has been made and no action has been taken by it or any other party for its bankruptcy, winding up, dissolution or receivership or for the appointment of any receiver, trustee or similar officer in relation to it and that no encumbrancer has taken possession of the whole or any part of its undertaking, property or assets and that no analogous event has taken place under any applicable bankruptcy or insolvency or other similar laws, nor is the Assignor contemplating or have knowledge of any Person contemplating any of the foregoing;
- (f) All written factual information provided by the Assignors, their agents or representatives to the Assignee in connection with this Agreement, including, but not limited to, the Assigned Claims, is true, complete and accurate in all material respects and Assignors and their agents have not participated in and have no knowledge of any fraudulent and/or misleading act in connection with any insurance policy referred to in the Settlement Agreement or with respect to any of the Assigned Claim. Notwithstanding the foregoing, the representations and

warranties contained in this Section 5.2(f) shall not apply to any opinions, whether provided by an expert or non-expert, expressions of value or legal analysis compiled by the Assignors, its agents or representatives in connection with the Assigned Claims;

- (g) For valid claims otherwise insured under the provisions of the policies referred to in the Settlement Agreement and applicable state's law, there are no defenses which may reduce the amount or impair the value of the Assigned Claims, including, but not limited to, those arising from or as a result of:
 - (i) Any misrepresentation (or other breach of duty of utmost good faith) on the part of the Assignors, its agents or representatives in relation to the policies or this Agreement;
 - (ii) Any failure on the part of the Assignors, its agents or representatives to comply with any notice provision with respect to the Assigned Claims under any policy;
 - (iii) Any failure on the part of the Assignors or its agents or representatives to submit a timely proof of claim or other notice as required in the course of the liquidation of the Insurer;
 - (iv) Any settlement, commutation, compromise or similar agreement between the Assignors and the Insurer; and
 - (v) Any material breach of the other terms, conditions, warranties or requirements of the policies referred to in the Settlement Agreement.
- (h) No amounts are owed by the Assignors to the Insurer which may reduce the amount or impair the value of the Assigned Claims by right of offset, deduction or counterclaim or otherwise against the Assignors;
- (i) No other Insurer of the Assignors has any claim for contribution or indemnification against the Insurer arising out of or in relation to any claim(s) presented or settlement(s) entered into between Assignors and such other Insurer, nor has any third party alleged or intimated that the Assignors do not have all rights to access coverage under any of the policies referred to in the Settlement Agreement or payments which may be made pursuant to the Settlement Agreement;
- (k) No other insured under any of the policies referred to in the Settlement Agreement has any claim against the Insurer.
- (l) In the event of a Material Adverse Change, Assignee at its sole discretion shall have the option to:
 - (i) Immediately terminate this Agreement upon written notice thereof to Assignors;

- (a) if the Material Adverse Change occurs prior to payment being made to Assignors, Assignee shall have no other obligations or further liability to Assignors under this Agreement, including, but not limited to, the payment set forth in Section 3.1 of this Agreement. Such termination shall not affect Assignors' nor Assignee's Indemnification obligations set forth in Section 11 of this Agreement, which will survive the termination of this Agreement. Further, except as specifically set forth in this Agreement, Assignors shall have no other obligations or further liability to Assignee under this Agreement in the event of a Material Adverse Change;
- (b) if the Material Adverse Change takes place any time after payment is made to Assignors, without affecting in any way any of Assignors' or Assignee's rights under Section 11 of this Agreement, recover all sums paid by Assignee with interest at the rate of 5% per annum from the date of such notice until recovery of the amounts paid to Assignors;
- (ii) Enter into non-binding mediation with the Assignors in good faith to negotiate a revised consideration (the "Amended Consideration"). Should the Amended Consideration be calculated prior to payment being made to the Assignors, the sum of the Amended Consideration shall supersede the amount listed in Appendix 3 hereto. Should the Amended Consideration be calculated after payment has been made to the Assignors, Assignors shall remit any difference between the Consideration listed in Appendix 3 hereto and the Amended Consideration to Assignee in accordance with the payment terms set out therein; or
- (iii) Waive any remedy it may have.

Assignors and Assignee expressly agree that the matters contained in this subsection 5.2(l) shall not be subject and are expressly excluded from the arbitration provisions set forth in Section 14 of the Agreement.

- (m) Assignors have made a thorough investigation of the value of the Assigned Claims, including appropriate consultation with their professional advisors, and on the basis of that investigation have concluded that the Purchase Price set forth in Appendix 2 constitutes reasonably equivalent value and fair consideration for the purchase of the Assigned Claims.
- (n) Assignors acknowledge that Assignee has acted in good faith and therefore will be a good faith transferee of the Assigned Claims.
- (o) Assignors' claims against the Insurer were timely filed and Assignors are not aware of any reason why payments from the Insurer pursuant to the Settlement Agreement would not be made at the same time and

In such proportionate amounts as other Class II creditors of the Insurer whose claims were timely filed.

6. SECURITY INTEREST AND LIEN

To secure the accuracy and full performance of each of Assignors' representations, warranties, covenants and obligations hereunder, Assignors hereby irrevocably assign to Assignee, and Irrevocably grant to Assignee a security interest (the "Security Interest") in, all of Assignors' rights, titles and interest in and to (i) all of the Assigned Claims against the Insurer; and (ii) all proceeds of the foregoing (collectively, the "Collateral"). Assignee may, in its sole and absolute discretion, file any forms as may be required to perfect the security interests granted herein, including, without limitation, recording the security interests in all offices where appropriate as may be necessary or advisable to perfect the same. At Assignee's request, Assignors shall join in executing any forms convenient or required, in Assignee's sole and absolute discretion, to perfect the security interests granted herein in all offices where appropriate as may be necessary or advisable to perfect the same. The transactions contemplated hereby are a full and absolute sale of the Assigned Claims, subject to the conditions herein, and no obligations and/or rights of Assignors hereunder shall in any way be construed to imply or grant Assignors any direct or indirect ownership interest and/or legal or equitable title in and/or to the Assigned Claims.

7. POWER OF ATTORNEY

7.1 The Assignors hereby irrevocably appoint and authorize the Assignee to be the attorney of the Assignors solely for the purpose of executing such deeds or documents and completing and endorsing such instruments in the Assignors' names, as required to:

- a. Submit and pursue (by Legal Proceedings or otherwise) the Assigned Claims against the Insurer;
- b. Perfect the Assignee's title to the Assigned Claims against the Insurer;
- c. Vote in respect of the Assigned Claims against the Insurer at any meetings of the creditors of any of the Insurer from time to time;
- d. Negotiate or compromise with the Insurer in respect of the Assigned Claims;
- e. Demand and collect any monies or other property distributed by the Insurer in respect of the Assigned Claims or otherwise available to meet such liabilities; and/or
- f. Execute any number of settlement agreements and releases with the Insurer in the Insurer's standard form in respect of the Assigned Claims on Assignors' behalf.

7.2 The Assignors agree to ratify and confirm all deeds, instruments and acts executed or performed by the Assignee as such attorney in the proper exercise of its powers.

8. NOTICES

All notices required to be served in accordance with this Agreement shall be in writing and shall be given by pre-paid post, electronic mail or personal delivery addressed to:

Assignors

For Coca-Cola

Laurie R. Solomon
Director, Risk Management
The Coca-Cola Company
P.O. Drawer 1734
Atlanta, GA 30301
lsolomon@na.ko.com

And copied to:

Martin M. McNerney
King & Spalding LLP
1700 Pennsylvania Ave., N.W.
Washington, DC 20006
mmcnerney@kslaw.com

For Cleaver-Brooks

Marc Szczerba
Executive Vice President & CFO
Cleaver-Brooks, Inc.
221 Law Street
Thomasville, Georgia 31792
mszczerba@cleaver-brooks.com

And copied to:

Tamara Hayes O'Brien
Whyte Hirschboeck Dudek S.C.
555 East Wells Street, Suite 1900
Milwaukee, WI 53202
tobrien@whdlaw.com

For Assignee

Global Legacy Acquisition LP
LOM Building
Reid Street
Hamilton
Bermuda

jlo@g-risk.com
Attention: John Osborne

Such notices shall be deemed to have been received at the latest 5 Business Days after dispatch in the case of pre-paid post, at the time of dispatch in the case of electronic mail and upon being left at the office address of the intended recipient in the case of personal delivery.

9. TRANSFERABILITY

- 9.1 The Assignors shall not be entitled to assign or transfer any of its rights, benefits and obligations hereunder.
- 9.2 The Assignee may at any time assign or transfer all or any portion of the Assigned Claims together with all or any portion of any benefit or interest of the Assignee under this Agreement. All representations and warranties made herein shall survive the execution of this Agreement and any such further assignment or transfer and thereupon be deemed repeated by the Assignors for the benefit of such assignee or transferee.

10 CONFIDENTIALITY

- 10.1 The Parties, including, but not limited to, their attorneys, agents and representatives, hereby agree that they will not make any press statement or other form of public disclosure of the existence or terms of this Agreement and will not disclose its terms and conditions to anyone save as may be necessary to implement them.
- 10.2 Notwithstanding the foregoing:
- (a) Nothing herein shall restrict the ability of the Parties to disclose the terms and conditions of this Agreement to their accountants, auditors, insurers (upon appropriate assurances that the existence and terms of this Agreement will not be further disclosed), and legal or other professional advisers, or providers of finance, whether debt or equity and such providers' legal or other professional advisers or to regulatory authorities or in connection with reports and statements that they may be required from time to time to file or submit to government agencies or to any court or tribunal;
 - (b) The Assignee shall, subject to removal of Appendix 1, be entitled to disclose a copy of this Agreement to:
 - (i) Each of the Insurer and agents and representatives of the Insurer including, without limitation, providers of run-off administration services, liquidators, an other insolvency office-holders appointed by or in relation to the Insurer;
 - (ii) Any Person to whom the Assignee offers to assign the Assigned Claims subject to first obtaining reasonable assurances of confidentiality; and
 - (iii) Any other Person with the written consent of the Assignors, such consent not to be unreasonably withheld.

- (c) The Assignors shall not be required to provide to the Assignee or to the Insurer or to the liquidators thereof any information or documents (other than those listed in Section 4.3 (a) above) which the Assignors reasonably deem to be confidential unless the intended recipient shall offer to execute a confidentiality agreement on reasonable terms;
- (d) It shall not be a violation of Section 10.1 herein for a Party to disclose information that is required to be disclosed pursuant to the rules and regulations of the U.S. Securities and Exchange Commission or similar authority or order of a court of competent jurisdiction, which order is final and cannot be appealed; provided, that, the Parties will coordinate their best efforts to obtain confidential treatment of such information by the agency or court, and that the Assignee shall receive at least five (5) Business Days' prior written notice from the disclosing party of the proposed disclosure. In all circumstances mandating disclosure of the existence or terms of this Agreement, the Parties agree to cooperate fully with each other to minimize the scope of any such required disclosure, to the fullest extent possible and in accordance with applicable laws.

11 INDEMNIFICATION

The Assignors, on the one hand, and the Assignee, on the other, each hereby agree to defend, indemnify and hold harmless the other, and the other's affiliates, subsidiaries, employees, officers, directors, shareholders, attorneys and agents, from and against any and all losses, claims, liabilities, demands and expenses whatsoever, including without limitation reasonable attorneys' fees and costs arising out of or in connection with any material breach by the indemnifying Party of its representations, warranties, covenants or obligations hereunder. All indemnities and obligations contained herein will survive the expiration or termination of this Agreement.

12 ASSIGNEE'S RIGHTS TO DEAL WITH ASSIGNED CLAIMS

Assignee shall have the right to deal with all Assigned Claims against the Insurer in the sole exercise of its business judgment, and without limiting the generality of the foregoing, may do the following without notice to or consent by Assignors: (a) amend any Assigned Claims or grant any other indulgence to the Insurer; (b) make any settlements or compromises therewith; (c) restructure, defer or otherwise alter payment terms of any Assigned Claim; and (d) transfer or assign any of its rights or obligations in regard of any Assigned Claim without the prior written consent of Assignors. The Parties' rights and obligations hereunder shall remain unaffected by any such activities.

13 CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of Illinois.

14. DISPUTE RESOLUTION

- 14.1 In the event of a dispute between the Parties arising out of or relating to this Agreement such dispute shall be resolved by binding arbitration. Either Party may

commence such arbitration by serving on the other Party a written demand for arbitration of the unresolved dispute, whereupon:

- (a) The unresolved dispute shall be submitted to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association before a single arbitrator selected by the Parties, with experience in the insurance industry or a substantial background in insurance law. If the Parties cannot agree on the arbitrator within the 20 Business Days of a written demand for arbitration, the Parties shall petition the American Arbitration Association to appoint an arbitrator with the qualifications set forth herein. The arbitrator may award to the prevailing affected Party fees and costs incurred in connection with such proceeding, or if each affected Party prevails in part, the arbitrator may appropriately allocate fees and costs in proportion to each affected Party's success in the arbitration.
- (b) The proper law of this arbitration provision, and the law governing the conduct of any reference made pursuant to this arbitration provision, shall be the laws of the State of Illinois.
- (c) The arbitration shall take place in Washington D.C. unless another location as mutually agreed by the Parties.
- (d) The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the Parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant parties or assets.

14.2 For the purpose of any period of limitation or prescription, the service of notice of a dispute in accordance with this Section shall be deemed to toll the running of time.

14.3 The Parties intend this Section 14 to be enforceable in accordance with the Federal Arbitration Act (9 U.S.C. Section 1, et seq.), including any amendments to that Act which are subsequently adopted, notwithstanding any other choice of law provision set forth in this Agreement. In the event that either Party refuses to submit to arbitration as required herein, the other Party may request a United States Federal District Court to compel arbitration in accordance with the Federal Arbitration Act. Both Parties consent to the jurisdiction of such court to enforce this Article and to confirm and enforce the performance of any award of the arbitrator.

15 GENERAL

15.1 Each Party shall, save as otherwise expressly provided in this Agreement, pay its own legal, accountancy and other costs and expenses incurred by it in connection with the entering into and performing this Agreement.

15.2 This Agreement constitutes the entire agreement between the Parties in respect of its subject matter and may only be amended by an instrument in writing duly executed by each Party and no representation, undertaking, promise or condition concerning the subject matter hereof shall be binding upon Assignors or Assignee unless clearly expressed in this Agreement or in the other documents referred to herein.

15.3 This Agreement may be executed electronically in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one instrument.

15.4 No failure to exercise nor any delay in exercising any right or remedy hereunder by any Party shall operate as a waiver thereof, nor shall any single or partial exercise thereof prevent any further or other exercise of that or any other remedy and the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Each of the provisions of this Agreement shall be severable from all other provisions and invalidity of any part hereof shall not affect the validity of other parts of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as a deed by the Parties and is intended to be and is hereby delivered on the day and year first written above.

EXECUTED as a DEED by:

Cleaver-Brooks, Inc.
acting by its authorized representative[s]

By: 

Name: **MARC SZEFERMAN**

Title: **VP/CFD**

EXECUTED as a DEED by:

The Coca-Cola Company
acting by its authorized representative[s]

By: _____

Name:

Title:

EXECUTED as a DEED by:

Global Legacy Acquisition L.P.
acting by its authorized representative[s]

By: _____

Name:

Title:

15.3 This Agreement may be executed electronically in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one instrument.

15.4 No failure to exercise nor any delay in exercising any right or remedy hereunder by any Party shall operate as a waiver thereof, nor shall any single or partial exercise thereof prevent any further or other exercise of that or any other remedy and the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Each of the provisions of this Agreement shall be severable from all other provisions and invalidity of any part hereof shall not affect the validity of other parts of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as a deed by the Parties and is intended to be and is hereby delivered on the day and year first written above.

EXECUTED as a DEED by:

Cleaver-Brooks, Inc.
acting by its authorized representative[s]

By: _____

Name:

Title:

EXECUTED as a DEED by:

The Coca-Cola Company
acting by its authorized representative[s]

By: Laurie Solomon

Name: Laurie Solomon

Title: Director, Risk Management

EXECUTED as a DEED by:

Global Legacy Acquisition L.P.
acting by its authorized representative[s]

By: _____

Name:

Title:

15.3 This Agreement may be executed electronically in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one instrument.

15.4 No failure to exercise nor any delay in exercising any right or remedy hereunder by any Party shall operate as a waiver thereof, nor shall any single or partial exercise thereof prevent any further or other exercise of that or any other remedy and the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Each of the provisions of this Agreement shall be severable from all other provisions and invalidity of any part hereof shall not affect the validity of other parts of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as a deed by the Parties and is intended to be and is hereby delivered on the day and year first written above.

EXECUTED as a DEED by:

Cleaver-Brooks, Inc.
acting by its authorized representative[s]

By: _____

Name:

Title:

EXECUTED as a DEED by:

The Coca-Cola Company
acting by its authorized representative[s]

By: _____

Name:

Title:

EXECUTED as a DEED by:

Global Legacy Acquisition L.P.
acting by its authorized representative[s]

By: *Adrian Kumbak*

Name: *Adrian Kumbak*

Title: *Director*

APPENDIX 1

CONSIDERATION

The consideration payable hereunder shall be the sum of .
) (the "Purchase Price") which sum shall be paid the later of (i) 60 Business Days after the execution of this Agreement by the Parties; (ii) 15 Business Days from the date of unconditional consent to the Agreement by the Liquidator of the Insurer; or (iii) 15 Business Days from the date upon which the Assignors and the Insurer amend Section 2 (D) of the Settlement Agreement, or enter into some other form of agreement or consent, to the satisfaction of the Assignee to ensure payment of any distributions from the Insurer will be payable to the Assignee (or to its order).

The Purchase Price shall be paid to:

For the account of:

Payee and Account Information will be provided.

APPENDIX 2

NOTICE OF ASSIGNMENT

To the Home Insurance Company (In liquidation)

Cleaver-Brooks, Inc. and The Coca-Cola Company hereby give notice as follows:


Cleaver-Brooks, Inc. and The Coca-Cola Company, as defined in the Assignment of Insurance Claims attached ("the Policyholders") have assigned absolutely to Global Legacy Acquisition LP ("the Assignee") its claims and other rights against you arising under or relating to the Settlement Agreement (as defined therein), whether reported or unreported and whether current, future or contingent.

The policyholder hereby authorizes and directs that you pay all amounts which are now payable or may hereafter become payable in respect of such claims and other rights to such account as may be nominated in writing by the Assignee:

All communications in respect of this notice or such claims and other rights may only validly be given or made to the Assignee and should be sent to the Assignee at the address below:

Global Legacy Acquisition L.P.
LOM Building
Reid Street
Hamilton
Bermuda

jl@g-risk.com
Attention: John Osborne



For and on behalf of
The Coca-Cola Company

8-12-2010
Dated

For and on behalf of
Cleaver-Brooks, Inc.

Dated

APPENDIX 2

NOTICE OF ASSIGNMENT

To the Home Insurance Company (In liquidation)

Cleaver-Brooks, Inc. and The Coca-Cola Company hereby give notice as follows:

Cleaver-Brooks, Inc. and The Coca-Cola Company, as defined in the Assignment of Insurance Claims attached ("the Policyholders") have assigned absolutely to Global Legacy Acquisition LP ("the Assignee") its claims and other rights against you arising under or relating to the Settlement Agreement (as defined therein), whether reported or unreported and whether current, future or contingent.

The policyholder hereby authorizes and directs that you pay all amounts which are now payable or may hereafter become payable in respect of such claims and other rights to such account as may be nominated in writing by the Assignee:

All communications in respect of this notice or such claims and other rights may only validly be given or made to the Assignee and should be sent to the Assignee at the address below:

Global Legacy Acquisition L.P.
LOM Building
Reid Street
Hamilton
Bermuda

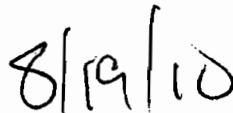
jlo@g-risk.com
Attention: John Osborne

For and on behalf of
The Coca-Cola Company



For and on behalf of
Cleaver-Brooks, Inc.

Dated



Dated

FIRST AMENDMENT TO HOME ASSIGNMENT AGREEMENT

This First Amendment to the August 12, 2010 Home Assignment Agreement (the "Agreement") by and between Cleaver-Brooks, Inc., a company whose principal office is located at 221 Law Street, Thomasville, Georgia, 31792 and The Coca-Cola Company, a company whose principal office is located at One Coca-Cola Plaza, Atlanta, Georgia 30313, on the one hand (collectively referred to as "Assignors"), and Global Legacy Acquisition L.P., a company whose principal office is situated at LOM Building, Reid Street, Hamilton, Bermuda, on the other hand ("Assignee"), is effective this 7th day of September, 2010.

In accordance with Section 15.2 of the Agreement, Assignors and Assignee agree to amend the Agreement as set forth herein.

Section 6 of the Agreement is deleted and is replaced by the following:

The transactions contemplated hereby are a full and absolute transfer and assignment of the Assigned Claims, including, without limitation, any rights to receive payments with respect thereto that may be approved by the Liquidator, regardless of the legal characterization of those rights, subject to the conditions herein, and no obligations and/or rights of Assignors hereunder shall in any way be constructed to imply or grant Assignors any direct or indirect ownership interest and/or legal or equitable title in and/or to the Assigned Claims. Because the assigned claims may represent general intangibles or payment intangibles under the Uniform Commercial Code, Assignee may, in its sole and absolute discretion, file Uniform Commercial Code financing statements indicating the Assignors as assignors and the Assignee as assignee of the Assigned Claims. At Assignee's request, Assignors shall join in executing any such forms, to the extent any signatures are required. Solely in the event Cleaver-Brooks, Inc. becomes insolvent within two years from the date of the Amendment, Cleaver-Brooks, Inc. shall use its best efforts to grant to Assignees a security interest in the Assigned Claims and in the proceeds thereof.


Appendix 1 of the Agreement is supplemented as follows:

The Purchase Price shall be paid and deposited by the Assignee into an escrow account established pursuant to the Escrow Agreement, dated July 2007, among Cleaver-Brooks, Inc., Roger A. Sevigny, as Liquidator, and Suntrust Bank, as Escrow Agent (the "Escrow Agreement"), as amended in September 2010, pursuant to which the Purchase Price will be disbursed by the Escrow Agent solely for the payment of Defense Costs and Indemnity Costs (as defined in the Escrow Agreement) incurred in connection with Asbestos Claims (as defined in the Escrow Agreement).

The Agreement remains unchanged in all other respects.

IN WITNESS WHEREOF, this First Amendment is executed by the parties below by their duly authorized representatives.

CLEAVER-BROOKS, INC.

By: 
Name: MARK SACKLER
Title: VP/CFD

THE COCA-COLA COMPANY

By: _____
Name: _____
Title: _____

GLOBAL LEGACY ACQUISITION L.P.

By: _____
Name: _____
Title: _____

The Purchase Price shall be paid and deposited by the Assignee into an escrow account established pursuant to the Escrow Agreement, dated July 2007, among Cleaver-Brooks, Inc., Roger A. Sevigny, as Liquidator, and Suntrust Bank, as Escrow Agent (the "Escrow Agreement"), as amended in September 2010, pursuant to which the Purchase Price will be disbursed by the Escrow Agent solely for the payment of Defense Costs and Indemnity Costs (as defined in the Escrow Agreement) incurred in connection with Asbestos Claims (as defined in the Escrow Agreement).

The Agreement remains unchanged in all other respects.

IN WITNESS WHEREOF, this First Amendment is executed by the parties blow by their duly authorized representatives.


CLEAVER-BROOKS, INC.

By: _____

Name: _____

Title: _____

THE COCA-COLA COMPANY

By: Elisabeth Eckles 

Name: ELISABETH ECKLES

Title: CLAIMS MANAGER

GLOBAL LEGACY ACQUISITION L.P.

By: _____

Name: _____

Title: _____