

Exh. A

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS

SUPERIOR COURT

Docket No. 03-E-0166

In the Matter of the Liquidation of
The Home Insurance Company

ORDER APPROVING SETTLEMENT AGREEMENT
WITH CLEAVER-BROOKS AND COCA-COLA

On consideration of the motion of Roger A. Sevigny, Commissioner of Insurance for the State of New Hampshire, as Liquidator ("Liquidator") of The Home Insurance Company ("Home"), for an order approving a Settlement Agreement and Mutual Release ("Settlement Agreement") between Cleaver-Brooks, Inc., formerly known as Aqua-Chem, Inc. ("Cleaver-Brooks"), The Coca-Cola Company ("Coca-Cola") and the Liquidator, and the supporting Affidavit of Peter A. Bengelsdorf, it is hereby found and ORDERED as follows:

1. The Settlement Agreement is reasonable, prudent, and in the best interests of the liquidation of Home;
2. The Liquidator's Motion for Approval of Settlement Agreement with Cleaver-Brooks and Coca-Cola is granted, and the Settlement Agreement is APPROVED.
3. The Liquidator's recommendation concerning Cleaver-Brooks' and Coca-Cola's proofs of claim is approved and their claims are allowed as a Class II claim in the aggregate amount of \$74,000,000.

So Ordered.

Dated: April 23, 2007

Carel Ann Conroy
Presiding Justice

The ACE Companies' Motion for Extension of Time to Respond is granted nunc pro tunc. The Court notes that no objection to the motion for approval of settlement has been filed.

*C.A. Conroy, P.J.
4-23-07*

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Settlement Agreement") is made this 27th day of March 2007, by and between Cleaver-Brooks, Inc. (formerly known as Aqua-Chem, Inc.), 11950 West Lake Park Drive Milwaukee, WI 53224 ("Cleaver-Brooks") and The Coca-Cola Company, One Coca-Cola Plaza, Atlanta, GA 30313 ("Coca-Cola") (Cleaver-Brooks and Coca-Cola are hereinafter referred to collectively as "Claimants") on the one hand, and Roger A. Sevigny, Commissioner of Insurance of the State of New Hampshire, solely in his capacity as Liquidator ("Liquidator") of The Home Insurance Company ("Home"), on the other hand (the Claimants and the Liquidator are hereinafter referred to collectively as the "Parties").

WHEREAS, Home issued the following insurance policies under which Claimants are named insureds:

<u>Policy Number</u>	<u>Policy Period</u>
HEC4428777	1/1/73-1/1/76
HEC9208492	1/1/76-1/1/77
HEC9347623	1/1/77-1/1/78
HEC9328988	1/1/77-1/1/78
HEC9687906	1/1/78-1/1/79
HEC9631576	1/1/78-1/1/79

which together with all other insurance policies that Home may have issued to Claimants (except policies numbered GL9273390, GLRF381391, GLRF386063, GLRF720098, HXLF865845, HXLF865844, HXLF867287, and any other policy issued to Coca-Cola by Home on or after September 1, 1981) are defined as the "Policies";

WHEREAS, Home was placed into liquidation effective June 11, 2003, by Order of the Superior Court of the State of New Hampshire, Merrimack County (the "Liquidation Court");

WHEREAS, Claimants seek payment from Home respecting claims, including but not limited to claims for asbestos bodily injury, against them, and Claimants have submitted proofs of claim in the Home liquidation estate that have been assigned the following proof of claim numbers:

<u>Policy #</u>	<u>Cleaver-Brooks POCs</u>	<u>Coca-Cola POCs</u>
HEC4428777	INSU246627	INSU246558
HEC9208492	INSU702486	INSU159327
HEC9347623	INSU702487	INSU159328
HEC9328988	INSU702488	INSU274099
HEC9687906	INSU702489	INSU160469
HEC9631576	INSU702490	INSU269638

which together with any other proof of claim hereinbefore or hereinafter filed by Claimants in the Home liquidation estate (except proofs of claim numbered INSU29290, INSU83019, INSU98495, INSU137927, INSU209205, INSU172110, and INSU389331 filed by Coca-Cola) are defined as the "Proofs of Claim";

WHEREAS, Claimants have reached settlements regarding insurance coverage for asbestos bodily injury claims with certain of their other insurers, including the ACE Companies pursuant to the February 18, 2005 Confidential Settlement Agreement and Release (the "ACE Agreement"), Twin City Fire Insurance Company pursuant to the December 15, 2005 Confidential Settlement Agreement and Release (the "Twin City Agreement"), the Chubb Companies pursuant to the August 15, 2006 Confidential Settlement Agreement and Release (the "Chubb Agreement"); and Claimants may in the future reach settlements regarding insurance coverage for asbestos bodily injury claims with certain of their other insurers (all such past and future insurers are defined as the "Settling Insurers");

WHEREAS, the Parties are desirous of resolving all claims that were asserted, or could have been or could be asserted, between them and resolving all matters concerning the Proofs of Claim and all rights and obligations with respect to the Policies; and

WHEREAS, the Parties agree that this Settlement Agreement is subject to and conditioned upon its approval by the Liquidation Court and allowance of the Recommended Amount (as defined below) into the Home liquidation estate and in the event the Liquidation Court does not approve the Settlement Agreement and allow the Recommended Amount, this Settlement Agreement shall be null and void and without any force or effect;

NOW, THEREFORE, in consideration of all the respective transactions contemplated by this Settlement Agreement, and the mutual covenants and representations herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Effectiveness. This Settlement Agreement is conditioned and shall only become effective (the "Effective Date"), upon approval by the Liquidation Court. The Liquidator will use his best efforts to obtain the Liquidation Court's prompt approval of this Settlement Agreement, and the Claimants will use their best efforts in support thereof.

2. Recommendation, Allowance and Classification of Claims.

A. Subject to all the terms of this Settlement Agreement, and with the agreement of Claimants, which by Claimants' execution hereof is hereby granted, the Liquidator shall recommend pursuant to RSA § 402-C:45 that the Proofs of Claim be allowed in the aggregate amount of \$74,000,000 (the "Recommended Amount"), as a Class II priority claim under RSA § 402-C:44. The Liquidator shall seek allowance of the Recommended Amount as a

Class II claim by the Liquidation Court in the Liquidator's motion for approval of this Settlement Agreement.

B. Allowance of the Recommended Amount as a Class II claim by the Liquidation Court shall fully and finally resolve the Proofs of Claim and any and all claims of whatever nature that Claimants have under the Policies. In the event that the Liquidation Court does not allow the Recommended Amount as a Class II claim, this Settlement Agreement shall be null and void and shall have no force and effect and the Parties will be returned to status quo ante, as if no such agreement was ever reached, with this Settlement Agreement then being inadmissible for any purpose in any dispute between the Parties.

C. If and when the Liquidation Court allows the Recommended Amount as a Class II claim, Claimants will become Class II creditors in the Home liquidation estate pursuant to N.H. RSA § 402-C:44, and distributions shall be made on Claimants' behalf, subject to this Settlement Agreement, on the allowed amount at the same intervals and at the same percentages as other Class II creditors of Home.

D. The distributions to be made pursuant to this paragraph 2 shall be made payable to and deposited in an escrow account established pursuant to an Escrow Agreement among the Parties and an Escrow Agent acceptable to the Parties, the terms of which are intended to ensure that the distributions will be disbursed by the Escrow Agent solely for the payment of Defense Costs and Indemnity Costs (as defined in the Escrow Agreement attached as Exhibit A) incurred in connection with past, present or future claims or lawsuits against Cleaver-Brooks, by whomever brought and in whatever procedural posture they may arise, seeking compensable damages or other relief for bodily injury, disease or death alleged to have been

caused in whole or in part by exposure to asbestos or asbestos-containing products for which Cleaver-Brooks is alleged to be responsible ("Asbestos Claims").

3. Release by Claimants. Subject to the terms of this Settlement Agreement and the Liquidation Court's approval of the Recommended Amount as a Class II claim, Claimants for themselves and on behalf of their officers, directors, employees, agents, attorneys, subsidiaries, affiliates, predecessors, and their successors and assigns (including any trustee or other statutory successor), irrevocably and unconditionally release and discharge the Liquidator and Home and each of their officers, directors, employees, agents, attorneys, subsidiaries, affiliates, predecessors, successors and assigns, from any and all actions, causes of action, liabilities, adjustments, obligations, offsets, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, premiums, losses, salvage, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and/or demands arising from or related to the Proofs of Claim or the Policies, in law, admiralty or equity, which Claimants, their subsidiaries, affiliates, predecessors, successors and assigns, ever had, now have or hereafter may have against the Liquidator or Home or their officers, directors, employees, agents, attorneys, subsidiaries, affiliates, predecessors, successors and assigns, all whether known or unknown, suspected or unsuspected, fixed or contingent, in law, admiralty or equity, arising from or related to the Proofs of Claim or the Policies.

4. Contingent Release and Judgment Reduction. In the event that any other insurer, person or entity asserts a right to contribution from the Liquidator or Home, Cleaver-Brooks releases and discharges that portion and percentage of its total claim for insurance coverage for Defense Costs and Indemnity Costs for any Asbestos Claim that hereafter, by trial or other disposition of any action relating to insurance coverage for Asbestos Claims, shall be determined

to be the portion or percentage of Defense Costs and Indemnity Costs for which the Liquidator or Home is liable. Cleaver-Brooks expressly reserves the balance of its total claim for insurance coverage for Defense Costs and Indemnity Costs for any Asbestos Claim against any and all other insurers, persons or entities and agrees to credit and satisfy any judgment for its total claim against an insurer, person or entity to the extent of that portion or percentage hereby released. The purpose of this contingent release and judgment reduction commitment is to enable the Liquidator, Home and Claimants to obtain dismissal with prejudice of any and all claims for contribution or indemnification asserted by other insurers, persons or entities, pursuant to Wisconsin law, in accordance with the principles expressed in *Pierringer v. Hoger*, 21 Wis. 2d 182, 124 N.W. 2d 106 (1963).

5. Release by Liquidator. Subject to the terms of this Settlement Agreement and the Liquidation Court's approval of the Recommended Amount as a Class II claim, the Liquidator, in his capacity as such, and on behalf of Home and each of their officers, directors, employees, agents, attorneys, subsidiaries, affiliates, predecessors, and their successors and assigns (including any liquidator or statutory successor), irrevocably and unconditionally releases and discharges Claimants and their officers, directors, employees, agents, attorneys, subsidiaries, affiliates, predecessors, successors and assigns, from any and all actions, causes of action, liabilities, adjustments, obligations, offsets, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, premiums, losses, salvage, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and/or demands arising from or related to the Proofs of Claim or the Policies, in law, admiralty or equity, which the Liquidator, Home, or their subsidiaries, affiliates, predecessors, successors and assigns, ever had, now has or hereafter may have against Claimants

or their officers, directors, employees, agents, attorneys, subsidiaries, affiliates, predecessors, successors and assigns, all whether known or unknown, suspected or unsuspected, fixed or contingent, in law, admiralty or equity, arising from or related to the Proofs of Claim or the Policies.

6. Additional Release. The Liquidator, in his capacity as such and on behalf of Home, releases any and all Settling Insurers with whom Claimants reach settlements, from any alleged or potential claims or actions (including, but not limited to, claims for contribution, reimbursement, set-off, indemnity, subrogation, attorney's fees or costs) that the Liquidator or Home has made or may or could make against any Settling Insurer with regard to Asbestos Claims provided that such Settling Insurers release their claims against Home with regard to Asbestos Claims. The Liquidator makes this additional release to permit Home to receive the benefit of certain Settling Insurers' agreements in paragraph 7.6 of the ACE Agreement and paragraph 4.6 of the Chubb Agreement and any future agreements with Settling Insurers containing substantially similar provisions not to initiate or pursue any claims or actions concerning Asbestos Claims (including, but not limited to, claims for contribution, reimbursement, set-off, indemnity, subrogation, attorney's fees or costs) against any other insurer of Claimants that agrees not to pursue any claim or action against the Settling Insurers with regard to Asbestos Claims. Claimants agree that this additional release unequivocally entitles the Liquidator and Home to the benefit of paragraph 7.6 of the ACE Agreement (including, but not limited to, the dismissal of any and all claims or actions by the insurer parties to the ACE Agreement against Home concerning Asbestos Claims), and Claimants agree to promptly use their reasonable best efforts (including but not limited to provision of affidavits or testimony) to support and enable the Liquidator and Home to receive the benefit of paragraph 7.6

of the ACE Agreement. In the event that, notwithstanding this additional release, a Settling Insurer pursues an action against Home for contribution, reimbursement, set-off, indemnity, subrogation, attorney's fees or costs concerning Asbestos Claims from Home, Claimants' obligations are governed by paragraph 7 below.

7. Resolution of Matters and Indemnification. Claimants acknowledge that this Settlement Agreement is intended to resolve all matters arising out of or relating to any rights they ever had, now have or hereafter may have in the Policies and the Proofs of Claim, including any alleged rights of persons asserting Asbestos Claims, and Claimants agree to address, at their sole cost and expense, any Asbestos Claims as if Claimants had no insurance coverage from Home by virtue of the Policies. In consideration of the Recommended Amount being allowed by the Liquidation Court as a Class II claim, Claimants agree to indemnify and hold the Liquidator and Home harmless from and against any and all claims, losses, liabilities, debts, damages, costs or expenses arising from or related to the Policies. The obligations of Claimants under this paragraph shall extend to and include (by way of example and not limitation) any claims made arising out of or relating to the Policies (including claims for defense, indemnity, contribution, reimbursement, set-off, indemnity, subrogation, attorney's fees or costs) against the Liquidator or Home by other insurers of Claimants or by any individuals or entities asserting "direct action" claims. The Liquidator shall assert all defenses reasonably available to the Liquidator to such claims against the Liquidator or Home, including defenses under the Order of Liquidation and the New Hampshire Insurers Rehabilitation and Liquidation Act. The Liquidator shall promptly notify Claimants of any such claim, shall keep Claimants informed of material developments regarding such claims, and shall afford Claimants the opportunity to reasonably participate in the defense of such claims. Claimants shall cooperate with and support the Liquidator (including but

not limited to the provision of affidavits or testimony) to eliminate claims against the Liquidator or Home by any insurer, individual or entity arising out of or relating to the Policies.

Notwithstanding any other provision of this Agreement, Claimants' obligations under this paragraph 7 shall not exceed the amount of the distributions to the Escrow Account.

8. No Assignments. Claimants warrant and agree that they have not assigned, conveyed, or otherwise transferred any claims, demands, causes of action, rights, or obligations related in any way to the Policies, or any proceeds thereof, or to the claims, losses and expenses released herein, to any person or entity. Claimants shall not assign or otherwise transfer this Agreement or any rights and obligations thereunder without the written consent of the Liquidator, which consent shall not be unreasonably withheld.

9. Further Assurances. The Parties shall take all further actions as may be necessary to carry out the intent and purpose of this Settlement Agreement and to consummate the transactions contemplated herein.

10. Governing Law and Venue. Except for paragraph 4, this Settlement Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without regard to the conflicts of law provisions thereof. The Parties agree that the exclusive venue for any dispute between the Parties arising out of the Proofs of Claim or this Settlement Agreement shall be the Liquidation Court.

11. Due Diligence. The Parties acknowledge and agree that, in negotiating and executing this Settlement Agreement, they have relied upon their own judgment and upon the recommendations of their own legal counsel, that they have read this Settlement Agreement and have had the opportunity to consider its terms and effects and that they have executed this Settlement Agreement voluntarily and with full understanding of its terms and effects. This

Settlement Agreement is the product of negotiations between the Parties. No Party shall be charged with having promulgated this Settlement Agreement, and the general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement.

12. No Third Party Rights. Except for the additional release provided to Settling Insurers in paragraph 6, this Settlement Agreement is entered into solely for the benefit of the Liquidator, Home and Claimants and is not intended to, and does not give or create any rights to or in any person or entity other than the Parties.

13. Counterparts. This Settlement Agreement may be executed in three or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Power and Authority to Execute. Subject to the approval of the Liquidation Court required by paragraph 1, each Party hereto represents and warrants that it has the full power and authority to execute, deliver and perform this Settlement Agreement; that all requisite and necessary approvals have been obtained to consummate the transactions contemplated by this Settlement Agreement, that there are no other agreements or transactions to which it is a party that would render this Settlement Agreement, or any part thereof, void, voidable or unenforceable; that each individual signing on behalf of a Party has been duly authorized by that Party to execute this Settlement Agreement on its behalf; and that no claims being released under the terms of this Settlement Agreement have been assigned, sold, or otherwise transferred to any other entity.

15. Successor-in-Interest Bound. This Settlement Agreement shall be binding upon, and shall inure to the benefit of the Parties and their respective successors and assigns.

16. Entire Agreement. This Settlement Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter thereof. This Settlement Agreement supersedes all prior agreements and understandings, whether written or oral, concerning such matters.

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

18. Validity of Settlement Agreement. Subject to approval of this Settlement Agreement by the Liquidation Court as required by paragraph 1, each Party represents and warrants that this Settlement Agreement is a legal, valid and binding obligation, enforceable in accordance with its terms.

19. No Waiver. No waiver of any right under this Settlement Agreement shall be deemed effective unless contained in a writing signed by the Party or an authorized representative of the Party charged with such waiver, and no waiver of any breach or failure to perform shall be deemed to be a waiver of any future breach or failure to perform or of any other provision of this Settlement Agreement. This Settlement Agreement may not be amended except in a document signed by the Party or an officer or other authorized official of the Party to be charged.

20. Notice. All notices to be given under this Settlement Agreement shall be given by facsimile and first class U.S. mail directed to:

If to Claimants, to:

For Claimant, Cleaver-Brooks

Robert M. Horkovich, Esq.
Anderson, Kill & Olick, P.C.
1251 Avenue of the Americas
New York, New York 1000-1182
Fax: 212-278-1733

and

Tamara H. O'Brien, Esq.
Whyte, Hirschoeck & Dudek, S.C.
555 East Wells Street, Suite 1900
Milwaukee, WI 53202
Fax: 414-223-5000

and

For Claimant, Coca-Cola

Anthony P. Tatum, Esq.
King & Spalding, LLP
1180 Peachtree Street, N.E.
Atlanta, Georgia 30309-3521
Fax: 404-572-5139

If to the Liquidator, to:

Thomas W. Kober, Chief Claims Officer
The Home Insurance Company in Liquidation
59 Maiden Lane
New York, NY 10038
Fax: 212-299-3824

and

J. Christopher Marshall
Civil Bureau
New Hampshire Department of Justice
33 Capitol Street
Concord, New Hampshire 03301-6397
Fax: 603-271-2110

and

J. David Leslie, Esq.
Rackemann, Sawyer & Brewster, P.C.
One Financial Center
Boston, MA 02111
Fax: 617-542-7437

WHEREFORE, the Parties have caused this Settlement Agreement to be executed on their respective behalves as of the date below the signatures of their duly authorized representatives.

CLEAVER-BROOKS, INC., FORMERLY KNOWN AS AQUA-CHEM, INC.

By: W. G. Goggin, Jr.

Name: P. Welch Goggin, Jr.

Title: Pres. and CEO

Date: March 28 2007

THE COCA-COLA COMPANY

By: _____

Name: _____

Title: _____

Date: March __, 2007

ROGER A. SEVIGNY, COMMISSIONER OF INSURANCE OF THE STATE OF NEW HAMPSHIRE, SOLELY IN HIS CAPACITY AS LIQUIDATOR OF THE HOME INSURANCE COMPANY

By: _____

Name: _____

Title: _____

Date: March __, 2007

WHEREFORE, the Parties have caused this Settlement Agreement to be executed on their respective behalves as of the date below the signatures of their duly authorized representatives.

CLEAVER-BROOKS, INC., FORMERLY KNOWN AS AQUA-CHEM, INC.

By: _____

Name: _____

Title: _____

Date: March __, 2007

THE COCA-COLA COMPANY

By: *Elisabeth Eckles*

Name: *ELISABETH ECKLES*

Title: *CLAIMS MANAGER*

Date: March *28*, 2007

ROGER A. SEVIGNY, COMMISSIONER OF INSURANCE OF THE STATE OF NEW HAMPSHIRE, SOLELY IN HIS CAPACITY AS LIQUIDATOR OF THE HOME INSURANCE COMPANY

By: _____

Name: _____

Title: _____

Date: March __, 2007

WHEREFORE, the Parties have caused this Settlement Agreement to be executed on their respective behalves as of the date below the signatures of their duly authorized representatives.

CLEAVER-BROOKS, INC., FORMERLY KNOWN AS AQUA-CHEM, INC.

By: _____

Name: _____

Title: _____

Date: March __, 2007

THE COCA-COLA COMPANY

By: _____

Name: _____

Title: _____

Date: March __, 2007

ROGER A. SEVIGNY, COMMISSIONER OF INSURANCE OF THE STATE OF NEW HAMPSHIRE, SOLELY IN HIS CAPACITY AS LIQUIDATOR OF THE HOME INSURANCE COMPANY

By: Peter A Bengelsdorf

Name: Peter A Bengelsdorf

Title: Special Deputy Liquidator The Home Insurance Company In Liquidation

Date: March 29, 2007

ESCROW AGREEMENT

This Escrow Agreement is made and entered into this ____ day of July 2007 (this "Agreement") by and among (a) CLEAVER-BROOKS, INC., formerly known as AQUA-CHEM, INC., (the "Company"), (b) ROGER A. SEVIGNY, COMMISSIONER OF INSURANCE OF THE STATE OF NEW HAMPSHIRE, SOLELY IN HIS CAPACITY AS LIQUIDATOR OF THE HOME INSURANCE COMPANY ("Liquidator"), and (c) SunTrust Bank ("Escrow Agent").

WITNESSETH:

WHEREAS, the Company and the Liquidator have entered into a Settlement Agreement and Mutual Release which was approved by the Merrimack County Superior Court for the State of New Hampshire on April 23, 2007 (the "Settlement Agreement") pursuant to which certain funds shall be placed in escrow for the payment of "Defense Costs" and "Indemnity Costs" for "Asbestos Claims" (each such term, as defined below); and

WHEREAS, the Company and the Liquidator wish to engage the Escrow Agent to act, and the Escrow Agent is willing to act, as escrow agent hereunder and, in that capacity, to hold, administer and distribute the amounts deposited in escrow hereunder in accordance with, and subject to, the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties, agreements and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

0. Definitions

(a) "Asbestos Claims" shall mean past, present or future claims or lawsuits against the Company, by whomever brought and in whatever procedural posture they may arise, seeking compensable damages or other relief for bodily injury, disease or death alleged to have been caused in whole or in part by exposure to asbestos or asbestos-containing products for which the Company is alleged to be responsible.

(b) "Defense Costs" shall mean reasonable and necessary attorneys' fees and expenses, reasonable and necessary court costs, reasonable and necessary experts fees, reasonable and necessary investigative expenses, reasonable and necessary witness fees, and reasonable and necessary out-of-pocket fees and expenses which are directly attributable to the defense of Asbestos Claims. Defense Costs do not include (1) attorneys' fees, costs and other expenses incurred in connection with efforts to procure or secure insurance; (2) unallocated expenses such as general overhead and/or administrative or internal or third-party administrative expenses; or (3) costs and expenses arising out of or related to in-house counsel activities.

(c) "Indemnity Costs" shall mean sums paid in settlement of Asbestos Claims or satisfaction of judgments for Asbestos Claims.

1. Appointment of Escrow Agent; Deposit(s) of the Escrow Amount.

(a) The Company and The Liquidator hereby appoint Escrow Agent as escrow agent to act in accordance with the terms and conditions set forth in this Agreement, and Escrow Agent hereby accepts such appointment and agrees to act in accordance with such terms and conditions.

(b) The Escrow Fund (as defined below) shall, subject to the terms and conditions of this Agreement, be held by the Escrow Agent in an escrow account (the "**Escrow Account**") for the payment of "Defense Costs" and "Indemnity Costs" for "Asbestos Claims" unless and until this Agreement is terminated as described **Section 13(f)**. The name of the Escrow Account shall be Cleaver-Brooks Asbestos Claim Escrow Account.

(c) All distributions made on behalf of the Company pursuant to Section 2.C. of the Settlement Agreement shall be deposited with Escrow Agent in cash in immediately available funds (the "**Escrow Amount**"). Escrow Agent shall provide the Company and The Liquidator with written confirmation of receipt of such deposit. The Escrow Amount, together with any interest, income, distributions or gains derived from investments and reinvestments of the Escrow Amount, less any funds distributed or paid in accordance with this Agreement, is hereinafter referred to as the "**Escrow Fund**".

2. Investment of Escrow Fund.

(a) Escrow Agent shall invest the Escrow Fund (including, for the avoidance of doubt, any interest, income, distributions or gains thereon and without distinction between principal and income) as directed in writing by the Company, subject to the approval of The Liquidator (such approval not to be unreasonably withheld), in one or more of the following instruments: money market funds; obligations of federal, state or local governments; or investment grade corporate obligations. Unless instructed otherwise in writing, the Escrow Agent shall invest all funds held pursuant to this Agreement in an STI Classic Money Market Fund.

(b) Escrow Agent shall have no liability for any loss or diminution in the Escrow Fund resulting from investments made in accordance with the provisions of this Agreement, other than in accordance with **Section 8**.

3. Distribution of Escrow Fund.

Escrow Agent shall hold the Escrow Fund and shall not disburse any amounts in the Escrow Fund except as expressly provided in the following provisions of this **Section 3**:

(a) Escrow Agent shall disburse to any Person (as defined below) all or any portion of the Escrow Fund if and as so instructed pursuant to a final decision of a court (or arbitrator) of competent jurisdiction, which is either non-appealable or with respect to which the time for appeal has expired without the filing of a timely appeal, directing the distribution of all or such portion of the Escrow Fund. Such decision may be presented by outside counsel to any party, together with a certification of such counsel to Escrow Agent and to the other parties hereto that the decision satisfies the requirements of this paragraph. For purposes of this Agreement, "**Person**" means an individual, corporation, partnership, limited liability company, association,

trust or other entity or organization, including a governmental or regulatory authority and including the Company and The Liquidator. The Escrow Agent shall have no independent duty to determine whether any decision furnished to Escrow Agent conforms to the requirements of this Agreement, but shall rely conclusively and without further inquiry on any certification of legal counsel provided to Escrow Agent.

(b) In the event that any Defense Costs or Indemnity Costs are incurred for which reimbursement or payment from the Escrow Fund is sought, the Company shall deliver to Escrow Agent and to The Liquidator a disbursement request (a "**Disbursement Request**") in substantially the form attached hereto as either **Exhibit A-1 or Exhibit A-2, as the case may be**. Escrow Agent shall, on the tenth (10th) Business Day following Escrow Agent's receipt of a Disbursement Request, disburse the amount requested in the Disbursement Request from the Escrow Fund to the Person designated in such Disbursement Request, unless prior to such tenth (10th) Business Day, The Liquidator shall have notified the Company and Escrow Agent in writing of its objection to such Disbursement Request (a "**Notice of Objection**") on the ground that the Disbursement Request does not reflect a Defense Costs or an Indemnity Cost for "Asbestos Claims" (a "Disputed Matter"), which shall be the sole ground for an objection by The Liquidator. Escrow Agent shall make no distribution of the amount requested in the Disbursement Request that is the subject of the Disputed Matter until the Disputed Matter shall have either been resolved (i) by a final decision of a court (or arbitrator) of competent jurisdiction, which is either non-appealable or with respect to which the time for appeal has expired without the filing of a timely appeal (which such decision shall be presented by outside counsel to a party, together with a certification of such counsel to Escrow Agent and to the other party hereto that the decision satisfies the requirements of this clause, and the Escrow Agent shall be entitled to rely thereon conclusively); or (ii) by joint written agreement of the Company and The Liquidator. In the case the Notice of Objection is resolved pursuant to clause (ii), the Company and The Liquidator shall promptly provide Escrow Agent with a copy of such joint written agreement and shall instruct Escrow Agent how to disburse the amount at issue in the Notice of Objection in a joint written instruction executed by representatives of the Company and The Liquidator as set forth on **Schedule B** and **Schedule C**, respectively, and the Escrow Agent shall disburse such amounts from the Escrow Fund to such Person. For purposes of this Agreement, "**Business Day**" means a day other than a Saturday, Sunday or other day on which banking institutions in the State of Georgia are authorized or required by law to close.

(c) Escrow Agent shall have no duty or responsibility to determine whether any Disbursement Request conforms to the requirements of the Settlement Agreement or whether any proposed disbursement is authorized under the terms of the Settlement Agreement. Escrow Agent shall be entitled to rely, conclusively and without inquiry, on any Disbursement Request provided to Escrow Agent in accordance with the terms of this Agreement.

4. **Payments and Accounting.**

(a) Escrow Agent shall make all disbursements from the Escrow Fund by wire transfer or check (as directed in the applicable Disbursement Request) to the Person(s) designated in the applicable Disbursement Request or as otherwise specified pursuant to **Section 3**. All disbursements shall be paid as set forth in **Section 3**. Escrow Agent shall make all disbursements from the Escrow Fund first from the earnings of the Escrow Fund, and second, to

the extent earnings are insufficient therefore, from the principal of the Escrow Fund.

(b) In the event that there are insufficient funds in the Escrow Account for any payment, the Escrow Agent shall promptly notify each of the other parties hereto of such fact, and shall disburse only the portion of such Disbursement Request equal to the funds remaining in the Escrow Account.

(c) Disbursement Requests shall be processed and paid by Escrow Agent on a "first in, first out" basis, except with respect to Disputed Matters, which are governed by Section 3(b).

5. Compensation and Indemnification of Escrow Agent

(a) The Company agrees to pay to the Escrow Agent compensation, and to reimburse the Escrow Agent for costs and expenses, all in accordance with the provisions of Schedule A hereto, which is incorporated by reference and made a part hereof.

(b) The Company unconditionally agrees to indemnify and hold harmless the Escrow Agent and each of the Escrow Agent's officers, directors, agents and employees (the "Indemnified Parties") from and against any and all losses, liabilities, claims, damages, expenses and costs (including attorneys' fees) of every nature whatsoever which any such Indemnified Party may incur and which arise directly or indirectly from this Agreement or which arise directly or indirectly by virtue of the Escrow Agent's undertaking to serve as Escrow Agent hereunder; provided, however, that no Indemnified Party shall be entitled to indemnity in case of such Indemnified Party's gross negligence or willful misconduct. The provisions of this section shall survive the termination of this Agreement and any resignation or removal of the Escrow Agent.

(c) Escrow Agent shall be paid or reimbursed in full upon request for any transfer taxes or other taxes relating to the Escrow Fund incurred in connection herewith and shall be indemnified and held harmless in accordance with Section 5(b) against any amounts that it is obligated to pay in the way of such taxes.

(d) If any Losses incurred under Section 5(b), or any obligations owed to Escrow Agent under Section 5(c) are not paid promptly after they become due, Escrow Agent may reimburse itself therefor from the Escrow Fund and may, upon giving notice to each of the other parties hereto, sell, convey or otherwise dispose of a portion of the Escrow Fund equal to such amount for such purpose. Escrow Agent shall first deduct such fees, expenses and costs from earnings on the Escrow Fund; to the extent such earnings are insufficient therefor, Escrow Agent shall notify each of the other parties hereto of its intent to deduct the remaining fees, expenses and costs from the principal of the Escrow Fund and, if Escrow Agent has not received payment therefor from the Company within five (5) Business Days after delivery of such notice, Escrow Agent may so deduct the remaining fees, expenses and costs from the principal of the Escrow Fund (with prompt notice thereafter to each of the other parties hereto informing them that it has done so).

(e) The Liquidator shall have no obligation to pay Escrow Agent's compensation, costs or expenses or to indemnify Escrow Agent hereunder.

6. **Tax Matters.** Except as otherwise set forth herein, Escrow Agent shall not have any interest in the Escrow Fund but is serving as escrow holder only and having only possession thereof. In connection therewith, Escrow Agent shall issue to the Company IRS Form 1099s with respect to earnings on the Escrow Fund. On or before the execution of this Agreement, the Company shall supply Escrow Agent with a complete Form W-9. Notwithstanding anything to the contrary herein provided, the Escrow Agent shall have no duty to prepare or file any federal or state income tax return with respect to any funds held pursuant to this Agreement or any income earned thereon. All income, gain and/or loss realized on the Escrow Fund shall be attributable to the Company for U.S. income tax purposes. In connection therewith, the Company shall be solely responsible for all taxes thereon. All income, gain and/or loss shall remain in the Escrow Fund and shall be disbursed solely in accordance with **Section 3** of this Agreement. This **Section 6** shall survive notwithstanding any termination of this Agreement or the resignation or removal of Escrow Agent.

7. **Rights, Duties and Obligations of Escrow Agent.**

(a) The duties, responsibilities and obligations of Escrow Agent shall be limited to those expressly set forth herein and no duties, responsibilities or obligations (other than the duty to exercise reasonable care) shall be inferred or implied. Escrow Agent shall not be subject to, have any duties under, nor be required to comply with or take notice of, any other agreement between or among any or all of the Persons referred to herein or to which any Person is a party, including but not limited to the Settlement Agreement, even though reference thereto may be made herein. The Escrow Agent shall not be charged with or be deemed to have any knowledge or notice of any notice, fact or circumstance not specifically set forth in this Agreement or furnished to the Escrow Agent in notices provided to the Escrow Agent in writing and strictly in accordance with the notice provisions of this Agreement. The Escrow Agent shall have no liability with respect to the transfer or distribution of any funds effected by the Escrow Agent pursuant to any wiring or transfer instructions provided to the Escrow Agent in accordance with the provisions of this Agreement. The Escrow Agent shall not be obligated to take any legal action or to commence any proceedings in connection with this Agreement or any funds held hereunder or to appear in, prosecute or defend in any such legal action or proceedings.

(b) Escrow Agent shall provide to the other parties hereto monthly statements identifying transactions, transfers or holdings of the Escrow Fund and each such statement shall be deemed to be correct and final upon receipt thereof by the other parties hereto unless Escrow Agent is notified in writing by any other party hereto to the contrary within thirty (30) Business Days of the date of such statement.

(c) Escrow Agent shall maintain accurate records of all transactions hereunder. Promptly after the termination of this Agreement pursuant to **Section 13(f)** or Escrow Agent's resignation or removal pursuant to **Section 9**, or as may reasonably be requested by any other party hereto from time to time prior to either such time, Escrow Agent shall provide the requesting party with a copy of such records. The authorized representatives of each other party hereto shall also have access to such books and records at all reasonable times during normal business hours upon reasonable notice to Escrow Agent.

(d) If at any time Escrow Agent is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process which in any way affects Escrow Fund (including but not limited to orders of attachment or garnishment or other forms of levies or injunctions or stays relating to the transfer of Escrow Fund), Escrow Agent shall to the extent permitted by applicable law immediately notify each of the parties hereto; following the giving of such notification, Escrow Agent shall be authorized to comply therewith in any manner as it or its legal counsel of its own choosing deems appropriate; and if Escrow Agent complies with any such judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process, Escrow Agent shall not be liable to any of the parties hereto or to any other Person even though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect.

(e) Escrow Agent may consult with legal counsel, other than a counsel to any party hereto, (with payment therefor as provided in Section 5) as to any matter relating to this Agreement, and Escrow Agent shall not incur any liability in acting in good faith in accordance with any advice from such counsel.

(f) The Escrow Agent shall have no duty to determine whether any request or direction for a disbursement of the Escrow Funds conforms to or is permitted under or by virtue of the Settlement Agreement, but shall assume conclusively and without inquiry that any such request or direction satisfies the requirements thereof. Notwithstanding anything to the contrary herein provided, the Escrow Agent shall in no event be deemed to be a collateral agent or agent for any pledgee or purported pledgee of property held under this Agreement. The Escrow Agent makes no representation concerning whether or not any security interest exists with respect to any property held under the terms of this Agreement and the Escrow Agent shall have no duty or obligation with respect to the creation, perfection or continuation of any such security interest, it being understood that the duties of the Escrow Agent with respect to any property held pursuant to this Agreement are limited and confined exclusively to the duties and responsibilities expressly set forth herein. This Agreement shall not be deemed or construed to be a security agreement or to grant a security interest in any property held in escrow hereunder. The Escrow Agent shall have no liability with respect to the transfer or distribution of any funds effected by the Escrow Agent pursuant to wiring or transfer instructions provided to the Escrow Agent by any party to this Agreement. The Escrow Agent shall not be obligated to take any legal action or to commence any proceedings in connection with this Agreement or any funds held hereunder or to appear in, prosecute or defend in any such legal action or proceedings.

8. Exculpatory Provisions.

(a) Escrow Agent shall not be liable for any action taken or omitted or for any loss or injury resulting from its actions or its performance or lack of performance of its duties hereunder in the absence of gross negligence, fraud or willful misconduct on its part. In no event shall the Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages.

(b) Escrow Agent shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of Escrow Agent (including but not limited to any act or provision of any present or future law or

regulation or governmental authority, any act of God or war, or the unavailability of the The Liquidator Reserve Bank wire or telex or other wire or communication facility).

(c) The Escrow Agent shall be entitled to rely upon and shall be fully protected in acting on any request, instruction, statement or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information set forth therein, which the Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by the person or parties purporting to sign the same and to conform to the provisions of this Agreement.

9. **Resignation or Termination of Escrow Agent.** The Company and the Liquidator may, pursuant to a joint writing, remove Escrow Agent at any time by giving to Escrow Agent thirty (30) calendar days' prior notice in writing. Escrow Agent may resign at any time by giving to each of the other parties hereto thirty (30) calendar days' prior written notice thereof. Within thirty (30) calendar days after giving the foregoing notice of removal to Escrow Agent or receiving the foregoing notice of resignation from Escrow Agent, the Company and the Liquidator shall endeavor to jointly agree on and appoint a successor Escrow Agent. If the Company and the Liquidator have not agreed upon a successor Escrow Agent and/or the proposed successor Escrow Agent has not accepted such appointment by the end of such thirty (30) period, Escrow Agent may, in its sole discretion, tender into the custody of any court of competent jurisdiction all funds and other property then held by it hereunder and notify the Company and the Liquidator of such deposit and Escrow Agent shall thereupon be relieved of all further duties and obligations under this Agreement. Escrow Agent shall have no responsibility for the appointment of a successor escrow agent hereunder. All reasonable and necessary costs and expenses (including reasonable attorneys' fees and expenses) incurred by Escrow Agent in connection with such proceeding shall be paid by in accordance with the provisions of **Section 5**. Upon receipt of the identity of the successor Escrow Agent, Escrow Agent shall deliver the Escrow Fund then held hereunder to the successor Escrow Agent, less Escrow Agent's reasonable fees, costs and expenses and other obligations owed to Escrow Agent that are reimbursable in accordance with the provisions of **Section 5**. Upon delivery of the Escrow Fund to the successor Escrow Agent (or deposit of the Escrow Fund into the registry of a court), Escrow Agent shall have no further duties, responsibilities or obligations hereunder, other than any liability that Escrow Agent may have incurred hereunder prior to such resignation or termination as to which Escrow Agent is not relieved from liability pursuant to **Section 8(a)**. The provisions of this Section 9 and Section 5 above shall survive the termination of this Agreement and any resignation or removal of the Escrow Agent.

10. **Clarifications; Conflicting Claims.**

(a) In the event of any ambiguity or uncertainty hereunder or in any notice, instruction or other communication received by Escrow Agent hereunder, Escrow Agent may, in its sole discretion, refrain from taking any action other than retaining possession of the Escrow Fund, unless Escrow Agent receives written instructions, jointly signed by the Company and the Liquidator, which eliminates such ambiguity or uncertainty.

(b) Without prejudice to the provisions of **Section 11(b)**: in the event of any dispute between or conflicting claims by or among the Company and the Liquidator and/or any other

Person (as defined in Section 3(a)) with respect to all or any portion of the Escrow Fund, Escrow Agent shall be entitled, in its sole discretion, to refuse to comply with any and all claims, demands or instructions with respect to such Escrow Fund so long as such dispute or conflict shall continue (until resolved in accordance with Section 11), and Escrow Agent shall not be or become liable in any way to any of the foregoing persons for failure or refusal to comply with such conflicting claims, demands or instructions (until resolved in accordance with Section 11). Escrow Agent shall be entitled to refuse to act until, in its sole discretion, such dispute or conflict has been resolved either (i) by a final decision of a court (or arbitrator) of competent jurisdiction, which is either non-appealable or with respect to which the time for appeal has expired without the filing of a timely appeal (which such decision may be presented by outside counsel to any party, together with a certification of such counsel to Escrow Agent and to the other parties hereto that the decision satisfies the requirements of this clause) or (ii) by mutual written agreement of the Company and the Liquidator. Escrow Agent may, in addition, elect, in its sole discretion, (i) to commence an interpleader action or seek other judicial relief or orders as it may deem, in its sole discretion, necessary, as and to the extent provided Section 11, or (ii) to tender into the registry or custody of any court having jurisdiction, all money and property held under this Agreement and may take such other legal action as may be appropriate or necessary, in the opinion of the Escrow Agent. Upon such tender, the Parties hereto agree that the Escrow Agent shall be discharged from all further duties under this Agreement. All reasonable and necessary costs and expenses (including reasonable attorneys' fees and expenses) incurred in connection with such proceeding shall be reimbursed to Escrow Agent in accordance with Section 5.

11. Governing Law and Dispute Resolution.

(a) This Agreement shall be interpreted, construed, enforced and administered in accordance with the internal substantive laws (and not the choice of law rules) of the State of Georgia.

(b) Solely as between the Company and the Liquidator, disputes between the Company and the Liquidator related to this Agreement and/or the disbursement and/or release of the Escrow Fund shall be resolved in the Superior Court of the State of New Hampshire, Merrimack County.

(c) Disputes solely as among the Company and/or the Liquidator, on the one hand, and Escrow Agent, on the other hand, shall be brought in the federal court sitting for the city where the Escrow Agent has its principal place of business or, if that court lacks subject matter jurisdiction, any state court sitting in the city where the Escrow Agent has its principal place of business. Each party hereto hereby submits to the personal jurisdiction of, and each agrees that all proceedings described in the previous sentence hereto shall be brought in, such courts. Each party hereto hereby waives the right to trial by jury and to assert counterclaims in any such proceedings described in this Section 11(c). To the extent that in any jurisdiction any party hereto may be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (whether before or after judgment) or other legal process, each party hereto hereby irrevocably agrees not to claim, and hereby waives, such immunity for purposes of this Section 11(c). Each party hereto waives personal service of process and consents to service of process by certified or registered mail, return receipt requested, directed to it at the address last specified for notices

hereunder, and such service shall be deemed completed ten (10) calendar days after the same is so mailed for purposes of this **Section 11(c)**.

12. **Notices; Designation of Authorized Representatives.**

(a) All notices, instructions and other communications provided for hereunder shall be in writing (including facsimile transmission) and shall be deemed to be given: (a) when personally delivered to the addressee; or (b) three days after the same has been deposited in the United States mail sent certified or registered mail with return receipt requested, postage prepaid and addressed as provided in this Section; or (c) when delivered by an overnight delivery service (including Federal Express or United States Express Mail) with receipt acknowledged and with all charges prepaid by the sender addressed as provided in this Section; or (d) when delivered by facsimile communications equipment (together with electronic confirmation of transmission); provided, however, that notwithstanding anything to the contrary herein provided, the Escrow Agent shall not be deemed to have received any notice or communication hereunder prior to its actual receipt thereof. Notices, instructions and other communications shall be directed as follows (or to such other address as may be substituted therefor by three (3) days' prior written notification to each of the other parties hereto):

(i) If to the Company:

P. Welch Goggins, Jr.
President, CEO and Director, Cleaver-Brooks, Inc.
221 Law St
Thomasville, GA 31792
Telephone: (229) 227-5319
Facsimile: (229) 226-5270

With a copy to:

Tamara Hayes O'Brien
Whyte, Hirschboeck Dudek S.C.
555 East Wells Street, Suite 1900
Milwaukee, WI 53202
Telephone: (414) 273-2100
Facsimile: (414) 223-5000

(ii) If to The Liquidator

Thomas W. Kober, Chief Claims Officer
The Home Insurance Company in Liquidation
59 Maiden Lane
New York, NY 10038
Telephone: (212) 530-4001
Facsimile: (212) 299-3824

With a copy to:

J. David Leslie
Rackemann, Sawyer & Brewster, P.C.
One Financial Center
Boston, MA 02111
Telephone: (617) 542-2300
Facsimile: (617) 542-7437

(iii) If to Escrow Agent:

SunTrust Bank
Corporate Agency Services
25 Park Place, 24th Floor
Atlanta, Georgia 30303-2900
Attention: Olga G. Warren, Group Vice President
Telephone: (404) 588-7262
Facsimile: (404) 588-7335

(b) If any such notice, instruction or other communication is received after 5 p.m. in the place of receipt, it shall be deemed not to have been received until the next succeeding Business Day. Whenever under the terms hereof the time for giving a notice or performing an act falls upon a day that is not a Business Day, such time shall be extended to the next Business Day.

(c) The Company shall from time to time deliver to Escrow Agent certificates as to the identity of the persons authorized to give instructions, certificates and notices hereunder and otherwise to act on behalf of such party. The initial list of authorized persons for the Company and specimen signatures therefor is attached as Schedule B. The initial list of authorized persons for the Liquidator and specimen signatures therefor is attached as Schedule C. Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications reasonably believed by it to be genuine and to have been sent or given by any Person listed on Schedule B (in the case of the Company) or Schedule C (in the case of the Liquidator).

13. Miscellaneous.

(a) Amendment; Waiver. Except as otherwise permitted herein, this Agreement may be altered, amended, modified or varied only by a written amendment signed by all the parties hereto, and no waiver of any provision hereof shall be effective unless expressed in a writing signed by the party to be charged.

(b) Remedies Cumulative. The rights and remedies conferred upon the parties hereto shall be cumulative, and the exercise or waiver of any such right or remedy shall not preclude or inhibit the exercise of any additional rights or remedies. The waiver of any right or remedy hereunder shall not preclude the subsequent exercise of such right or remedy.

(c) **Representations.** Each party hereto hereby represents and warrants (i) that this Agreement has been duly authorized, executed and delivered on its behalf and constitutes its legal, valid and binding obligation and (ii) that the execution, delivery and performance of this Agreement by such party do not and will not violate any applicable law or regulation applicable to such party.

(d) **Construction; Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Georgia law. The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity, legality or enforceability of any other provision; and if any provision is held to be enforceable as a matter of law, the other provisions shall not be affected thereby and shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties solely as closely as possible in a legally permissible manner.

(e) **Entire Agreement; Binding Effect.** This Agreement (together with the Settlement Agreement, in the case of all parties other than Escrow Agent) shall constitute the entire agreement of the parties with respect to the subject matter and supersedes all prior oral or written agreements in regard thereto. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, provided, that no assignment of this Agreement may be effected without the express written consent of each of the other parties hereto. As to the parties hereto other than the Escrow Agent, neither this Agreement nor any provision hereof nor any Disbursement Request (nor the terms thereof) are intended to be, or shall be construed to be, a waiver or modification in any manner whatsoever of any provision of the Settlement Agreement; in the event of any conflict or purported conflict between this Agreement and the Settlement Agreement, the Settlement Agreement shall control (solely as between the Company and the Liquidator).

(f) **Termination.** This Agreement shall terminate upon all funds having been disbursed from the Escrow Account. The Parties understand and expect that the funds will be exhausted by payment of Defense Costs and Indemnity Costs; however, in the event Defense Costs and Indemnity Costs cease before all funds are disbursed from the Escrow Account, the Company and the Liquidator shall jointly seek an order from a court or arbitrator directing the disposition of remaining funds as contemplated in Section 3(a). The provisions of Sections 5, 6, 7, 8, and 11 shall survive termination of this Agreement and/or the resignation or removal of Escrow Agent.

(g) **No References to Escrow Agent.** Except for the Liquidator's filings in court, no printed or other material in any language, including prospectuses, notices, reports, and promotional material which mentions the Escrow Agent by name or the rights, powers, or duties of Escrow Agent under this Agreement shall be issued by any other parties hereto, or on such party's behalf, without the prior written consent of Escrow Agent.

(h) **Headings Descriptive.** The headings of the several sections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

(i) **Counterparts.** This Agreement may be executed by each of the parties hereto in any number of counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all such counterparts shall together constitute one and the same agreement.

(j) **No Third Party Beneficiaries.** This Agreement is for the exclusive benefit of the parties hereto and their respective successors hereunder, and shall not be deemed to give, either express or implied, any legal or equitable right, remedy, or claim to any other entity or person whatsoever.


(k) **Consequential Damages.** Notwithstanding anything to the contrary contained in herein, in no event shall any party hereto be liable to another for any special, punitive, incidental or consequential damages arising out of or in connection with this Agreement.

(l) **No Other Representations.** Except as expressly set forth herein or in the Settlement Agreement, each party agrees that it has not made, received or relied on any representation or warranty whatsoever to or from any other party in connection with the matters contemplated by this Agreement.

(m) **No Construction Against Drafting Party.** Each party has cooperated in the drafting and preparation of this Agreement. Accordingly, in any construction of any provision hereof, such provision shall not be construed against any party on the grounds that such party was the drafter thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives as of the date first above written.

CLEAVER-BROOKS, INC.

By: 
Name: P. Welch Goggins, Jr.
Title: President, CEO and Director
Federal Tax Id No. 39-1900496

**ROGER A. SEVIGNY, COMMISSIONER
OF INSURANCE OF THE STATE OF NEW
HAMPSHIRE, SOLELY IN HIS CAPACITY
AS LIQUIDATOR OF THE HOME
INSURANCE COMPANY**

SUNTRUST BANK, as Escrow Agent

By: _____
Name: Olga G. Warren
Title: Group Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives as of the date first above written.

CLEAVER-BROOKS, INC.

By: _____
Name: Welch P. Goggins
Title: President, CEO and Director
Federal Tax Id No. 39-1900496

ROGER A. SEVIGNY, COMMISSIONER
OF INSURANCE OF THE STATE OF NEW
HAMPSHIRE, SOLELY IN HIS CAPACITY
AS LIQUIDATOR OF THE HOME
INSURANCE COMPANY

by Peter A. Bingham
special Deputy Liquidator
- The Home Insurance Company
In Liquidation

_SUNTRUST BANK, as Escrow Agent

By: _____
Name: Olga G. Warren
Title: Group Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives as of the date first above written.

CLEAVER-BROOKS, INC.

By: _____
Name: Welch P. Gogins
Title: President, CEO and Director
Federal Tax Id No. 39-1900496

**ROGER A. SEVIGNY, COMMISSIONER
OF INSURANCE OF THE STATE OF NEW
HAMPSHIRE, SOLELY IN HIS CAPACITY
AS LIQUIDATOR OF THE HOME
INSURANCE COMPANY**

SUNTRUST BANK, as Escrow Agent

By: *Olga G. Warren*
Name: Olga G. Warren
Title: Group Vice President

Schedule A

Fees of Escrow Agent

The annual administration fee of \$7,500.00 for administering this Escrow Agreement is payable upon the funding of the Escrow Account and if applicable will be invoiced each year to the Company on the anniversary date of the funding of the Escrow Account. Also, a one-time legal review fee of \$500.00 is payable in advance at the time of closing.

Reasonable out of pocket expenses such as, but not limited to postage, courier, overnight mail, insurance, money wire transfer, long distance telephone charges, facsimile, stationery, travel, legal or accounting, and other out of pocket costs, will be billed at cost and shall be promptly paid.

These fees do not include extraordinary services which will be priced according to time and scope of duties and shall be promptly paid. The fees shall be deemed earned in full upon receipt by the Escrow Agent, and no portion shall be refundable for any reason, including without limitation, termination of the Escrow Agreement.

It is acknowledged that the schedule of fees shown above is acceptable for the services mutually agreed upon.

Note: This fee schedule is based on the assumption that the escrowed funds will be invested in SunTrust's money market cash sweep account, the STI Classic Money Market Fund.

Schedule B

Authorized Persons and Specimen Signatures of Cleaver-Brooks, Inc.

Pursuant to **Section 12**, the following person shall be initially (until and unless changed in accordance with **Section 12**) authorized to take actions on behalf of Cleaver-Brooks, Inc. in the foregoing capacities.

<u>Name</u>	<u>Contact Details</u>
John F. Tornetta Title: Manager of Technical Services Specimen Signature: _____	Cleaver-Brooks, Inc. 11950 West Lake Park Drive Milwaukee, WI 53224 Facsimile: 414-577-2802 Telephone: 414-577-2746

Schedule C

**Authorized Person on behalf of The Liquidator Insurance Company and Specimen
Signature**

Pursuant to Section 12, the following person shall be initially (until and unless changed in accordance with Section 12) authorized to take actions on behalf of The Liquidator in the foregoing capacities.

<u>Name</u>	<u>Contact Details</u>
Thomas W. Kober Title: Chief Claims Officer Specimen Signature: <hr/>	The Home Insurance Company in Liquidation 59 Maiden Lane New York, NY 10038 Telephone: 212-530-4001 Fax: 212-299-3824

EXHIBIT A-1

Form of Disbursement Request: Indemnity Costs

To: SunTrust Bank
Corporate Agency Service
25 Park Place, 24th Floor
Atlanta, Georgia 30303-2900
Attention: Olga G. Warren, Group Vice President
Telephone: (404) 588-7262
Facsimile: (404) 588-7335

Thomas W. Kober, Chief Claims Officer
The Home Insurance Company in Liquidation
59 Maiden Lane
New York, NY 10038
Telephone: (212) 530-4001
Facsimile: (212) 299-3824

J. David Leslie
Rackemann, Sawyer & Brewster, P.C.
One Financial Center
Boston, MA 02111
Telephone: (617) 542-2300
Facsimile: (617) 542-7437

Date:

Dear Sir or Madam:

Re: Escrow Agreement dated _____, 2007 (the "Agreement")

CLEVER-BROOKS, INC. (the "Company") requests that SunTrust Bank (the "Escrow Agent"), acting in its capacity as escrow agent pursuant to the Agreement, make a disbursement from the Escrow Fund pursuant to and in accordance with the Agreement. Capitalized terms not defined herein have the meanings assigned to such terms in the Agreement.

Amount of Disbursement:	
Payee:	
Address of Payee:	

TIN / SSN of Payee:	
Form of Payment (wire or check): ¹	

The Company hereby certifies, represents and warrants as follows:

1. The amounts for which disbursement is sought hereunder reflect, to the best of the Company's knowledge and belief after due inquiry, solely "Indemnity Costs" for "Asbestos Claims", as defined in the Agreement.

2. The amounts for which disbursement is sought hereunder reflect, to the best of the Company's knowledge and belief after due inquiry, either: (a) a settlement of Asbestos Claim(s) reached in arms-length, good-faith negotiations for the purpose of achieving a reasonable and good-faith resolution of the Asbestos Claim(s) without any admission of liability by the Company; or (b) a judgment entered against the Company on an Asbestos Claim(s).

3. Upon payment of the amounts for which disbursement is sought, the Company will obtain a full, complete and final release from all liability to the claimant(s) in connection with the Asbestos Claim(s) or a release for the specific injury/disease alleged or a dismissal with prejudice or such other documentation of resolution as has been obtained in connection with similar settlements in the past or a satisfaction of judgment, as the case may be.

4. In the Company's opinion, it is in the best interests of the Company that the amounts for which disbursement is sought hereunder be paid from the Escrow Account.

5. In the Company's opinion, payment of the amounts for which disbursement is sought hereunder is proper and in full accordance with the provisions of the Settlement Agreement and the Agreement.

CLEAVER-BROOKS, INC.

By: _____
 Name:
 Title:

Subscribed and sworn to before me
 this _____ day of _____, 20__.

 Notary Public
 My commission expires:

¹ **Note: All checks should be addressed solely to the payee.**

EXHIBIT A-2

Form of Disbursement Request: Defense Costs

To: SunTrust Bank
Corporate Agency Service
25 Park Place, 24th Floor
Atlanta, Georgia 30303-2900
Attention: Olga G. Warren, Group Vice President
Telephone: (404) 588-7262
Facsimile: (404) 588-7335

Thomas W. Kober, Chief Claims Officer
The Home Insurance Company in Liquidation
59 Maiden Lane
New York, NY 10038
Telephone: (212) 530-4001
Facsimile: (212) 299-3824

J. David Leslie
Rackemann, Sawyer & Brewster, P.C.
One Financial Center
Boston, MA 02111
Telephone: (617) 542-2300
Facsimile: (617) 542-7437

Date:

Dear Sir or Madam:

Re: Escrow Agreement dated _____, 2007 (the "Agreement")

CLEVER-BROOKS, INC. (the "Company") requests that SunTrust Bank (the "Escrow Agent"), acting in its capacity as escrow agent pursuant to the Agreement, make a disbursement from the Escrow Fund pursuant to and in accordance with the Agreement. Capitalized terms not defined herein have the meanings assigned to such terms in the Agreement.

Amount of Disbursement:	
Payee:	
Address of Payee:	

TIN / SSN of Payee:	
Form of Payment (wire or check): ¹	

The Company hereby certifies, represents and warrants as follows:

1. The amounts for which disbursement is sought hereunder reflect, to the best of the Company's knowledge and belief after due inquiry, solely "Defense Costs" for "Asbestos Claims", as defined in the Agreement.

2. In the Company's opinion, it is in the best interests of the Company that the amounts for which disbursement is sought hereunder be paid from the Escrow Account.

3. In the Company's opinion, payment of the amounts for which disbursement is sought hereunder is proper and in full accordance with the provisions of the Settlement Agreement and the Agreement.

¹ **Note: All checks should be addressed solely to the payee.**

CLEAVER-BROOKS, INC.

By: _____
Name:
Title:

Subscribed and sworn to before me
this _____ day of _____, 20__.

Notary Public
My commission expires: