

or sources, refusing to accept additional evidence from the same source or sources, seeking the prosecution of the claimant or claimant's attorney for presenting a fraudulent claim in violation of 18 U.S.C. §152, and seeking sanctions from the Bankruptcy Court.

5.9. Second Disease (Malignancy) Claims. The holder of an Asbestos PI Claim involving a non-malignant asbestos-related disease (Disease Levels I through IV) may assert a new Asbestos PI Claim against the Asbestos PI Trust for a malignant disease (Disease Levels V - VIII) that is subsequently diagnosed. Any additional payments to which such claimant may be entitled with respect to such malignant asbestos-related disease shall not be reduced by the amount paid for the non-malignant asbestos-related disease, provided that the malignant disease had not been diagnosed at the time the claimant was paid with respect to his or her original claim involving the non-malignant disease.

5.10. Arbitration.

(a) Establishment of ADR Procedures. The Asbestos PI Trust, with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative, shall develop and adopt the ADR Procedures, which shall provide for pro-bono evaluation, mediation and binding or non-binding arbitration to resolve disputes concerning whether the Asbestos PI Trust's outright rejection or denial of a claim was proper, or whether the claimant's medical condition or exposure history meets the requirements of these Asbestos PI Trust Distribution Procedures for purposes of categorizing a claim involving Disease Levels I – VIII. Proceedings under the ADR Procedures shall also be available for resolving disputes over the liquidated value of a claim involving Disease Levels II – VIII, as well as disputes over the validity of an Indirect Asbestos PI Claim.

In all arbitrations, the arbitrator shall consider the same medical and exposure evidentiary requirements that are set forth in Section 5.7 above. In the case of an arbitration involving the liquidated value of a claim involving Disease Levels II – VIII, the arbitrator shall consider the same valuation factors that are set forth in Section 5.3(b)(2) above. In order to facilitate the Individual Review Process, the Asbestos PI Trust may from time to time develop a valuation model that enables the Asbestos PI Trust to efficiently make initial liquidated value offers in the Individual Review Process. If the Asbestos PI Trust provides all data used to create the model to the claimant or his or her counsel not less than ten (10) days prior to the arbitration proceeding, the Asbestos PI Trust may (i) offer into evidence any such data and (ii) explain to the arbitrator that, in valuing the claim, the Asbestos PI Trust used a model developed based upon such underlying data. The Asbestos PI Trust may not offer into evidence or describe (except as provided in the preceding sentence) the model nor assert that any information generated by the model has any evidentiary relevance or should be used by the arbitrator in determining the presumed correct liquidated value in the arbitration. The claimant and his or her counsel may use the data that is provided by the Asbestos PI Trust in the arbitration and shall agree to otherwise maintain the confidentiality of such information. Any disputes regarding confidentiality shall be resolved by the arbitrator.

With respect to all claims eligible for arbitration, the claimant, but not the Asbestos PI Trust, may elect either non-binding or binding arbitration. The ADR Procedures may be modified by the Asbestos PI Trust with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative. Such amendments may include the establishment of an Extraordinary Claims Panel to review such claims pursuant to Section 5.4(a) above.

(b) Claims Eligible for Arbitration. In order to be eligible for arbitration, the claimant must first complete the Individual Review Process set forth in Section 5.3(b) above, as well as the pro bono evaluation or mediation process set forth in the ADR Procedures, with respect to the disputed issue. Individual Review shall be treated as completed for these purposes when the claim has been individually reviewed by the Asbestos PI Trust, the Asbestos PI Trust has made an offer on the claim, the claimant has rejected the liquidated value resulting from the Individual Review, and the claimant has notified the Asbestos PI Trust of the rejection in writing. Individual Review will also be treated as completed if the Asbestos PI Trust has rejected the claim.

(c) Limitations on and Payment of Arbitration Awards. In the case of claims involving Disease Level I, the arbitrator shall not return an award in excess of the Scheduled Value for such claims. In the case of a non-Extraordinary Claim involving Disease Levels II – VIII, the arbitrator shall not return an award in excess of the Maximum Value for the appropriate Disease Level as set forth in Section 5.3(b)(4) above, and for an Extraordinary Claim involving one of those Disease Levels, the arbitrator shall not return an award greater than the maximum extraordinary value for such a claim as set forth in Section 5.4(a) above. A claimant who submits to arbitration and who accepts the arbitral award will receive payments in the same manner as one who accepts the Asbestos PI Trust's original valuation of the claim.

5.11. Litigation. Claimants who elect non-binding arbitration and then reject their arbitral awards retain the right to institute a lawsuit in the tort system against the Asbestos PI Trust pursuant to Section 7.6 below. However, a claimant shall be eligible for payment of a judgment for monetary damages obtained in the tort system from the Asbestos PI Trust's available cash only as provided in Section 7.7 below.

SECTION VI
Claims Materials

6.1. **Claims Materials.** The Asbestos PI Trust shall prepare suitable and efficient claims materials (“**Claims Materials**”) for all Asbestos PI Claims, and shall provide such Claims Materials upon a written request for such materials to the Asbestos PI Trust. In addition, a separate claim form for Indirect Asbestos PI Claims may be developed. The proof of claim form to be submitted to the PI Trust shall require the claimant to assert the highest Disease Level for which the claim qualifies at the time of filing. The proof of claim form shall also include a certification by the claimant or his or her attorney sufficient to meet the requirements of Rule 11(b) of the Federal Rules of Civil Procedure. In developing its claim filing procedures, the Asbestos PI Trust shall make every effort to provide claimants with the opportunity to utilize currently available technology at their discretion, including filing claims and supporting documentation over the internet and electronically by disk or CD-rom. The proof of claim form to be used by the Asbestos PI Trust shall be developed by the Asbestos PI Trust and submitted to the Asbestos PI Trust Advisory Committee and the Future Claimants’ Representative for approval; it may be changed by the Asbestos PI Trust with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants’ Representative.

6.2. **Content of Claims Materials.** The Claims Materials shall include a copy of these Asbestos PI Trust Distribution Procedures, such instructions as the Asbestos PI Trustees shall approve, and a detailed proof of claim form. If feasible, the forms used by the Asbestos PI Trust to obtain claims information shall be the same or substantially similar to those used by other asbestos claims resolution organizations. If requested by the claimant, the Asbestos PI Trust shall accept information provided electronically. The claimant may, but shall not be required to,

provide the Asbestos PI Trust with evidence of recovery from other asbestos defendants and claims resolution organizations.

6.3. Withdrawal or Deferral of Claims. A claimant can withdraw an Asbestos PI Claim at any time upon written notice to the Asbestos PI Trust and file another claim subsequently without affecting the status of the claim for statute of limitations purposes, but any such claim filed after withdrawal shall be given a place in the FIFO Processing Queue based on the date of such subsequent filing. A claimant can also request that the processing of his or her Asbestos PI Claim by the Asbestos PI Trust be deferred for a period not to exceed three (3) years without affecting the status of the claim for statute of limitations purposes, in which case the claimant shall also retain his or her original place in the FIFO Processing Queue. During the period of such deferral, a sequencing adjustment on such claimant's Asbestos PI Claim as provided in Section 7.5 hereunder shall not accrue and payment thereof shall be deemed waived by the claimant. Except for Asbestos PI Claims held by representatives of deceased or incompetent claimants for which court or probate approval of the Asbestos PI Trust's offer is required, or an Asbestos PI Claim for which deferral status has been granted, a claim shall be deemed to have been withdrawn if the claimant neither accepts, rejects, nor initiates arbitration within six (6) months of the Asbestos PI Trust's written offer of payment or rejection of the claim. Upon written request and good cause, the Asbestos PI Trust may extend the withdrawal or deferral period for an additional six (6) months.

6.4. Filing Requirements and Fees. The Asbestos PI Trustees shall have the discretion to determine, with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative, (a) whether a claimant must have previously filed an asbestos-related

personal injury claim in the tort system to be eligible to file the claim with the Asbestos PI Trust and (b) whether a filing fee should be required for any Asbestos PI Claims.

6.5. Confidentiality of Claimants' Submissions. All submissions to the Asbestos PI Trust by a holder of an Asbestos PI Claim, including the proof of claim form and materials related thereto, shall be treated as made in the course of settlement discussions between the holder and the Asbestos PI Trust and intended by the parties to be confidential and to be protected by all applicable state and federal privileges, including, but not limited to, those directly applicable to settlement discussions. The Asbestos PI Trust shall preserve the confidentiality of such claimant submissions, and shall disclose the contents thereof only, with the permission of the holder, to another trust established for the benefit of asbestos personal injury claimants pursuant to Section 524(g) and/or Section 105 of the Bankruptcy Code or other applicable law, to such other persons as authorized by the holder, or in response to a valid subpoena. Furthermore, the Asbestos PI Trust shall provide counsel for the holder a copy of any such subpoena immediately upon being served. The Asbestos PI Trust shall on its own initiative or upon request of the claimant in question take all necessary and appropriate steps to preserve any and all privileges.

SECTION VII

General Guidelines for Liquidating and Paying Claims

7.1. Showing Required. To establish a valid Asbestos PI Claim, other than a Qualified Asbestos PI Claim, a claimant must meet the requirements set forth in these Asbestos PI Trust Distribution Procedures. The Asbestos PI Trust may require the submission of X-rays, CT scans, laboratory tests, medical examinations or reviews, other medical evidence, or any other evidence to support or verify an Asbestos PI Claim, other than a Qualified Asbestos PI Claim, and may

further require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods, and procedures to assure that such evidence is reliable.

7.2. Costs Considered. Notwithstanding any provisions of these Asbestos PI Trust Distribution Procedures to the contrary, the Asbestos PI Trustees shall always give appropriate consideration to the cost of investigating and uncovering invalid Asbestos PI Claims so that the payment of valid Asbestos PI Claims is not further impaired by such processes with respect to issues related to the validity of the medical evidence supporting an Asbestos PI Claim. The Asbestos PI Trustees shall also have the latitude to make judgments regarding the amount of transaction costs to be expended by the Asbestos PI Trust so that valid Asbestos PI Claims are not unduly further impaired by the costs of additional investigation. Nothing herein shall prevent the Asbestos PI Trustees, in appropriate circumstances, from contesting the validity of any claim against the Asbestos PI Trust whatever the costs, or declining to accept medical evidence from sources that the Asbestos PI Trustees have determined to be unreliable pursuant to the Claims Audit Program described in Section 5.8 above.

7.3. Discretion to Vary the Order and Amounts of Payments in Event of Limited Liquidity. Consistent with the provisions hereof and subject to the FIFO Processing Queue and the FIFO Payment Queue, the Maximum Annual Payment, the Maximum Available Payment and the Claims Payment Ratio requirements set forth above, the Asbestos PI Trustees shall proceed as quickly as possible to liquidate valid Asbestos PI Claims, and shall make payments to holders of such claims in accordance with these Asbestos PI Trust Distribution Procedures promptly as funds become available and as claims are liquidated, while maintaining sufficient resources to pay future valid claims in substantially the same manner.

Because the Asbestos PI Trust's income over time remains uncertain, and decisions about payments must be based on estimates that cannot be done precisely, they may have to be revised in light of experiences over time, and there can be no guarantee of any specific level of payment to claimants. However, the Asbestos PI Trustees shall use their best efforts to treat similar claims in substantially the same manner, consistent with their duties as Asbestos PI Trustees, the purposes of the Asbestos PI Trust, the established allocation of funds to claims in Categories A and B, and the practical limitations imposed by the inability to predict the future with precision. In the event that the Asbestos PI Trust faces temporary periods of limited liquidity, the Asbestos PI Trustees may, with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative, suspend the normal order of payment and may temporarily limit or suspend payments altogether, and may offer a Reduced Payment Option as described in Section 2.5 above.

7.4. Punitive Damages. Except as provided below for claims asserted under the Alabama Wrongful Death Statute or for claims asserted by a claimant for compensatory damages that would otherwise satisfy the criteria for payment under these Asbestos PI Trust Distribution Procedures, but the claimant is foreclosed from payment because the governing law of the Foreclosed Jurisdiction (as defined in Section 5.3(b)(2) above) describes the claim as a claim for "exemplary" or "punitive" damages and the claimant would have no other remedy for compensation under the law of the Foreclosed Jurisdiction, in determining the value of any liquidated or unliquidated Asbestos PI Claim, punitive or exemplary damages, *i.e.*, damages other than compensatory damages, shall not be considered or allowed, notwithstanding their availability in the tort system. Similarly, no punitive or exemplary damages shall be payable with respect to any claim litigated against the Asbestos PI Trust in the tort system pursuant to

Sections 5.11 above and 7.6 below. The only damages that may be awarded pursuant to these Asbestos PI Trust Distribution Procedures to Alabama Claimants who are deceased and whose personal representatives pursue their claims only under the Alabama Wrongful Death Statute shall be compensatory damages determined pursuant to the statutory and common law of the Commonwealth of Pennsylvania, without regard to its choice of law principles. The choice of law provision in Section 7.4 herein applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant's Jurisdiction pursuant to Section 5.3(b)(2) is determined to be the Alabama Wrongful Death Statute, shall only govern the rights between the Asbestos PI Trust and the claimant including, but not limited to, suits in the tort system pursuant to Section 7.6, and to the extent the Asbestos PI Trust seeks recovery from any entity that provided insurance to THAN, the Alabama Wrongful Death Statute shall govern.

The only damages that may be awarded pursuant to these Asbestos PI Trust Distribution Procedures for claims asserted by a claimant for compensatory damages that would otherwise satisfy the criteria for payment under these Asbestos PI Trust Distribution Procedures, but the claimant is foreclosed from payment because the governing law of the Foreclosed Jurisdiction describes the claim as a claim for "exemplary" or "punitive" damages and the claimant would have no other remedy for compensation under the law of the Foreclosed Jurisdiction, shall be compensatory damages determined pursuant to the statutory and common law of the Commonwealth of Pennsylvania, without regard to its choice of law principles. The choice of law provision in Section 7.4 herein applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant's Jurisdiction pursuant to Section 5.3(b)(2) is determined to be the law of the Foreclosed Jurisdiction, shall govern only the rights between the Asbestos PI Trust and the claimant including, but not limited to, suits in the

tort system pursuant to Section 7.6, and to the extent the Asbestos PI Trust seeks recovery from any entity that provided insurance to THAN, the law of the Foreclosed Jurisdiction shall govern.

7.5. Sequencing Adjustments.

(a) In General. Except for Asbestos PI Claims involving Other Asbestos Disease (Disease Level I – Cash Discount Payment) and subject to the limitations set forth below, a sequencing adjustment shall be paid on all Asbestos PI Claims with respect to which the claimant has had to wait a year or more for payment, provided, however, that no claimant shall receive a sequencing adjustment for a period in excess of seven (7) years on an unliquidated Asbestos PI Claim or in excess of one (1) year on a Qualified Asbestos PI Claim. The sequencing adjustment factor shall be 4.5% per annum for each of the first five (5) years after the Effective Date; thereafter, the Asbestos PI Trust shall have the discretion to change the annual sequencing adjustment factor with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative.

(b) Unliquidated Asbestos PI Claims. A sequencing adjustment shall be payable on the Scheduled Value of any unliquidated Asbestos PI Claim that meets the requirements of Disease Levels II – V, VII and VIII, whether the claim is liquidated under Expedited Review, Individual Review, or by arbitration. No sequencing adjustment shall be paid on any claim involving Disease Level I or on any claim liquidated in the tort system pursuant to Section 5.11 above and Section 7.6 below. The sequencing adjustment on an unliquidated Asbestos PI Claim that meets the requirements of Disease Level VI shall be based on the Average Value of such a claim. Sequencing adjustments on all such unliquidated claims shall be measured from the date of payment back to the date that is one (1) year after the date on which the claim was placed in

the FIFO Payment Queue, subject to the limitation that no claimant shall receive a sequencing adjustment for a period in excess of seven (7) years.

(c) Qualified Asbestos PI Claims. A sequencing adjustment shall be payable on a Qualified Asbestos PI Claim only if such Qualified Asbestos PI Claim is paid after the date that is one (1) year after the Commencement Date. Sequencing adjustments on Qualified Asbestos PI Claims shall be measured from the date of payment back to the date that is one (1) year after the Commencement Date, subject to the limitation that no claimant shall receive a sequencing adjustment for a period in excess of one (1) year.

7.6. Suits in the Tort System. If the holder of a disputed claim disagrees with the Asbestos PI Trust's determination regarding the Disease Level of the claim, the claimant's exposure history or the liquidated value of the claim, and if the holder has first submitted the claim to non-binding arbitration as provided in Section 5.10 above, the holder may file a lawsuit in the Claimant's Jurisdiction as defined in Section 5.3(b)(2) above. Any such lawsuit must be filed by the claimant in his or her own right and name and not as a member or representative of a class, and no such lawsuit may be consolidated with any other lawsuit. All defenses (including, with respect to the Asbestos PI Trust, all defenses which could have been asserted by THAN) shall be available to both sides at trial; however, the Asbestos PI Trust may waive any defense and/or concede any issue of fact or law. If the claimant was alive at the time the initial pre-petition complaint was filed, the claim was submitted to the Claims Reviewer in the Pre-Effective Date Claims Review process or the proof of claim form was filed with the Asbestos PI Trust, the case shall be treated as a personal injury case with all personal injury damages to be considered even if the claimant has died during the pendency of the claim.

7.7. Payment of Judgments for Money Damages. If and when a claimant obtains a judgment in the tort system, the claim shall be placed in the FIFO Payment Queue based on the date on which the judgment became final. Thereafter, the claimant shall receive from the Asbestos PI Trust an initial payment (subject to the applicable Payment Percentage, the Maximum Available Payment, and the Claims Payment Ratio provisions set forth above) of an amount equal to the greater of (i) the Asbestos PI Trust's last offer to the claimant or (ii) the award that the claimant declined in non-binding arbitration; provided, however, that in no event shall such payment amount exceed the amount of the judgment obtained in the tort system. The claimant shall receive the balance of the judgment, if any, in five (5) equal installments in years six (6) through ten (10) following the year of the initial payment (also subject to the applicable Payment Percentage, the Maximum Available Payment and the Claims Payment Ratio provisions above in effect on the date of the payment of the subject installment).

In the case of claims involving Disease Level I, the total amounts paid with respect to such claims shall not exceed the Scheduled Value for such claims. In the case of non-Extraordinary claims involving Disease Levels II-VIII, the total amounts paid with respect to such claims shall not exceed the Maximum Values for such Disease Levels set forth in Section 5.3(b)(3). In the case of Extraordinary Claims, the total amounts paid with respect to such claims shall not exceed the maximum extraordinary values for such claims set forth in Section 5.4 above. Under no circumstances shall (a) sequencing adjustments be paid pursuant to Section 7.5 or (b) interest be paid under any statute on any judgments obtained in the tort system.

7.8. Releases. The Asbestos PI Trustees shall have the discretion to determine the form and substance of the releases to be provided to the Asbestos PI Trust and the Asbestos Protected Parties in order to maximize recovery for claimants against other tortfeasors without

increasing the risk or amount of claims for indemnification or contribution from the Asbestos PI Trust or the Asbestos Protected Parties with respect to the Asbestos PI Claim. As a condition to making any payment to a claimant, the Asbestos PI Trust shall obtain, for the benefit of the Asbestos PI Trust and the Asbestos Protected Parties, a general, partial, or limited release as appropriate in accordance with the applicable state or other law. If allowed by state law, the endorsing of a check or draft for payment by or on behalf of a claimant may, in the discretion of the Asbestos PI Trust, constitute such a release.

7.9. Third-Party Services. Nothing in these Asbestos PI Trust Distribution Procedures shall preclude the Asbestos PI Trust from contracting with another asbestos claims resolution organization to provide services to the Asbestos PI Trust so long as decisions about the categorization and liquidated value of Asbestos PI Claims are based on the relevant provisions of these Asbestos PI Trust Distribution Procedures, including the Disease Levels, Scheduled Values, Average Values, Maximum Values, and Medical/Exposure Criteria set forth above.

7.10. Asbestos PI Trust Disclosure of Information. Periodically, but not less often than once a year, the Asbestos PI Trust shall make available to claimants and other interested parties, the number of claims by Disease Levels that have been resolved both by the Individual Review Process and by arbitration as well as by litigation in the tort system indicating the amounts of the awards and the averages of the awards by jurisdiction.

SECTION VIII Miscellaneous

8.1. Amendments. Except as otherwise provided herein, the Asbestos PI Trustees may amend, modify, delete, or add to any provisions of these Asbestos PI Trust Distribution Procedures (including, without limitation, amendments to conform these Asbestos PI Trust Distribution Procedures to advances in scientific or medical knowledge or other changes in

circumstances), provided they first obtain the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative pursuant to the Consent Process set forth in Sections 5.7(b) and 6.6(b) of the Asbestos PI Trust Agreement, except that the right to amend the Claims Payment Ratio is governed by the restrictions in Section 2.5 above, and the right to adjust the Payment Percentage is governed by Section 4.2 above. Nothing herein is intended to preclude the Asbestos PI Trust Advisory Committee or the Future Claimants' Representative from proposing to the Asbestos PI Trustees, in writing, amendments to these Asbestos PI Trust Distribution Procedures. Any amendment proposed by the Asbestos PI Trust Advisory Committee or the Future Claimants' Representative shall remain subject to Section 7.3 of the Asbestos PI Trust Agreement.

8.2. Severability. Should any provision contained in these Asbestos PI Trust Distribution Procedures be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of these Asbestos PI Trust Distribution Procedures. Should any provision contained in these Asbestos PI Trust Distribution Procedures be determined to be inconsistent with or contrary to THAN's obligations to any insurance company providing insurance coverage to THAN in respect of claims for personal injury based on exposure to an asbestos-containing product, or to conduct that exposed the claimant to an asbestos-containing product, for which THAN has legal responsibility or products containing asbestos for which THAN has legal responsibility, the Asbestos PI Trust, with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative, may amend these Asbestos PI Trust Distribution Procedures and/or the Asbestos PI Trust Agreement to make the provisions of either or both documents consistent with the duties and obligations of THAN to said insurance company.

8.3. Governing Law. Except for purposes of determining the liquidated value of any Asbestos PI Claim, administration of these Asbestos PI Trust Distribution Procedures shall be governed by, and construed in accordance with, the laws of the State of Delaware. The law governing the liquidation of Asbestos PI Claims in the case of Individual Review, mediation, arbitration or litigation in the tort system shall be the law of the Claimant's Jurisdiction as described in Section 5.3(b)(2) above.

8.4. Merger of Asbestos PI Trust Assets with Other Trusts. In order to efficiently administer the Asbestos PI Trust Assets, the Asbestos PI Trustees may determine, with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative, to combine or merge the Asbestos PI Trust Assets with another trust or trusts established under Section 524(g) of the Bankruptcy Code. In such an event, the Asbestos PI Trustees shall be permitted to obtain claims information maintained by such other 524(g) trusts.

EXHIBIT D

PROMISSORY NOTE

NEITHER THIS NOTE (AS DEFINED HEREIN) NOR ANY INTEREST HEREIN MAY BE SOLD, DISTRIBUTED, ASSIGNED, OFFERED, PLEDGED OR OTHERWISE TRANSFERRED WITHOUT THE PRIOR WRITTEN CONSENT OF THE OBLIGOR (AS DEFINED HEREIN), WHICH CONSENT MAY BE WITHHELD IN THE SOLE DISCRETION OF THE OBLIGOR.

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. WITHOUT IN ANY WAY LIMITING THE TERMS OF THE FOREGOING PARAGRAPH, NO INTEREST IN THIS NOTE MAY BE SOLD, DISTRIBUTED, ASSIGNED, OFFERED, PLEDGED OR OTHERWISE TRANSFERRED UNLESS (A) THE OBLIGOR RECEIVES AN OPINION OF LEGAL COUNSEL FOR THE HOLDER OF THIS NOTE SATISFACTORY TO THE OBLIGOR, STATING THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION, OR (B) THE OBLIGOR OTHERWISE SATISFIES ITSELF THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION.

REORGANIZED T H AGRICULTURE & NUTRITION, L.L.C.
SECURED PROMISSORY NOTE

_____, 200__

\$1,000,000

FOR VALUE RECEIVED, the undersigned, Reorganized T H Agriculture & Nutrition, L.L.C., a Delaware limited liability company (the "Obligor"), hereby promises to pay to the order of T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust, a Delaware statutory trust (together with its successors or permitted assigns, the "Holder"), the principal amount of \$1,000,000.00, with simple interest thereon at the rate of 5% per annum, subject to the terms and conditions hereof.

Capitalized terms used but not otherwise defined in Section 12 of this Secured Promissory Note (this "Note") have the meanings specified in the *Prepackaged Plan of Reorganization of T H Agriculture & Nutrition, L.L.C. Under Chapter 11 of the Bankruptcy Code*, dated _____, 200__ (as modified and/or amended from time to time, the "Plan"), as confirmed by the United States Bankruptcy Court for the Southern District of New York, or, as the case may be, the United States District Court for the Southern District of New York in a confirmation order entered on _____, 200__, together with the exhibits and schedules thereto. This Note is the "Promissory Note" referred to in such Plan.

1. PAYMENT OBLIGATIONS; SECURITY

- 1.1 *Scheduled Payments.* The amount outstanding hereunder shall be due and payable in equal quarterly installments of \$10,000.00 (the "Installment Payment"), commencing on the fifth anniversary of the Effective Date of the Plan, with each such subsequent Installment Payment due on the fifteenth (15th) day after the last date of each subsequent fiscal quarter, until _____, 2019 (the "Final Maturity Date"); *provided, however*, that the Final Maturity Date may be extended at the option of the Holder for any period deemed acceptable by the Holder; *provided, further, however*, that the Installment Payment for each quarter shall be paid only from such quarterly revenues as may remain (the "Quarterly Profits") after (i) all reasonable and necessary operating expenses of the Obligor for the quarter have been satisfied and (ii) the Obligor has charged such quarterly revenues as are necessary to maintain a reserve balance of \$1,000,000.00. All payments shall be applied first to accrued fees and expenses, then to interest accrued on this Note until all then outstanding accrued interest has been paid, and then to principal.

In the event the Quarterly Profits are insufficient to enable an Installment Payment to be paid in full, such lesser amount shall be paid in that quarter and the unpaid portion shall be paid on the Final Maturity Date, when the Obligor shall pay the entire remaining principal amount outstanding, together with all accrued unpaid interest, which amount may be paid from any assets in which the Obligor has a legal or equitable interest. Each payment pursuant to this Section 1.1 shall be made at par and without payment of any premium.

Notwithstanding anything else in this Note to the contrary, any failure to pay an Installment Payment in whole or in part due to insufficient Quarterly Profits shall not constitute a Default or Event of Default.

- 1.2 *Maturity, Surrender, Etc.* In the case of each payment pursuant to this Section 1, the principal amount to be paid shall mature and become due and payable on the date fixed for such payment. If this Note is paid, it shall be surrendered to the Obligor and cancelled and shall not be reissued.
- 1.3 *Method of Payment.* All payments made hereunder to the Holder shall be made not later than 12:00 noon (Eastern Time) on the day when due by wire transfer of immediately available funds for credit to such account or accounts as the Holder shall have designated by thirty (30) days' prior written notice to the Obligor. Anything in this Note to the contrary notwithstanding, any payment hereunder that is due on a date other than a Business Day shall be made on the next succeeding Business Day.
- 1.4 *Security.* On the date hereof, the Pledgor, as sole owner of 100% of the authorized, issued and outstanding equity interests in the Obligor, is entering into the Pledge Agreement, pursuant to which it agrees to secure all of the Obligor's obligations hereunder. The Pledge Agreement provides for the grant to the Holder of a security interest in 100% of the outstanding equity interests in the Obligor directly owned by the Pledgor (such pledged assets, the "Collateral").

2. REPRESENTATIONS OF HOLDER

Each Holder, whether the initial Holder or any subsequent Holder, represents, and it is specifically understood and agreed, that the Holder is not acquiring the Note with a view for sale, or to sell, in connection with any distribution thereof within the meaning of the Securities Act, *provided* that the disposition of the Holder's property shall at all times be and remain within the Holder's control. The Holder hereby acknowledges that none of this Note, the Pledge Agreement or the Collateral have been registered, and in no event shall the Obligor be required to register any of the foregoing, under the Securities Act or any state securities laws.

3. REPRESENTATIONS OF THE OBLIGOR

(a) The Obligor is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and has full corporate power to execute, deliver, and perform this Note.

(b) The execution, delivery, and performance of this Note has been and remains duly authorized by all necessary organizational action on the part of the Obligor and does not result in a contravention by the Obligor of any provision of law or of the Obligor's organizational documents or any material contractual restriction binding on the Obligor or its assets.

(c) All consents, authorizations, and approvals of, and registrations and declarations with, any governmental authority necessary for the due execution, delivery, and performance of this Note by the Obligor have been obtained and remain in full force and effect and all conditions hereof have been duly complied with, and no other action by, and no notice to or filing with, any government authority is required to be made or obtained by the Obligor in connection with the execution, delivery, or performance of this Note by the Obligor.

(d) This Note constitutes the legal, valid, and binding obligation of the Obligor enforceable against the Obligor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization, and other laws of general applicability relating to or affecting creditors' rights and to general equity principles.

4. EVENTS OF DEFAULT

An "Event of Default" shall exist if any of the following conditions or events shall occur:

(a) except as otherwise provided herein, the Obligor defaults in the payment of any principal or interest when the same becomes due and payable hereunder, whether at maturity or at a date fixed for payment or by declaration or otherwise;

(b) the Obligor defaults in any material respect in the performance of or compliance with any term contained herein (other than those referred to in paragraph (a) of this Section 4) or the Pledgor defaults in any material respect in the performance or compliance with any term contained in the Pledge Agreement, and in each case such default is not remedied within fifteen (15) days after the earlier of (i) a Responsible Officer obtaining actual knowledge of such default and (ii) the Obligor receiving written notice of such default from the Holder (any such written notice to be identified as a "notice of default" and to refer specifically to this paragraph (b) of Section 4);

(c) any representation or warranty by the Obligor in this Note or the Pledgor in the Pledge Agreement proves to have been false or incorrect in any material respect on the date hereof;

(d) the Obligor or the Pledgor (i) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy, for liquidation, or to take advantage of any bankruptcy, insolvency, reorganization, moratorium, or other similar law of any jurisdiction, (ii) makes a general assignment for the benefit of its creditors, (iii) consents to the appointment of a custodian, receiver, trustee, or other officer with similar powers with respect to it or with respect to any substantial part of its property, (iv) is adjudicated as insolvent or to be liquidated, or (v) authorizes any of the foregoing;

(e) a court or governmental authority of competent jurisdiction enters an order appointing, without consent by the Obligor or the Pledgor, a custodian, receiver, trustee, or other officer with similar powers with respect to it or with respect to any substantial part of its property, or constituting an order for relief or approving a petition for relief or reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding-up, or liquidation of the Obligor or the Pledgor, or any such petition shall be filed against the Obligor or the Pledgor, in each case such order or petition remains unstayed and in effect for more than sixty (60) consecutive days;

(f) Obligor sells or disposes of all or substantially all of its assets, without prior written consent of Holder; or

(g) the liquidation or winding up of Reorganized THAN.

5. REMEDIES UPON DEFAULT, ETC.

5.1 Acceleration.

(a) Upon the occurrence of an Event of Default described in paragraph (d), (e), (f) or (g) of Section 4 above, this Note shall automatically become immediately due and payable.

(b) If any other Event of Default has occurred and is continuing at the time the Holder seeks to exercise its rights hereunder, the Holder may, at its option, by notice or notices to the Obligor, declare this Note to be immediately due and payable.

Upon this Note becoming immediately due and payable under this Section 5, whether automatically or by declaration, this Note will forthwith mature and the entire unpaid principal amount of this Note shall be immediately due and payable, in each and every case without presentment, demand, protest, or further notice, all of which are hereby expressly waived by the Obligor.

5.2 *Other Remedies.* If any Default or Event of Default has occurred and is continuing at the time the Holder seeks to exercise its rights hereunder, and irrespective of whether this Note has been declared immediately due and payable under Section 5.1 above, except as otherwise provided herein, the Holder may, at its option, exercise forthwith (to the extent and in such order as the Holder may elect, in its sole and absolute discretion) any or all rights and remedies provided for herein, or otherwise at law or in equity, by an action at law, suit in equity, or other appropriate proceeding or act, in each and every case without presentment, demand, protest, or further notice, all of which are hereby expressly waived by the Obligor.

6. COLLATERAL EVENTS; REMEDY

6.1 *Collateral Events.* A "Collateral Event" shall exist if any of the following conditions or events shall occur:

(a) this Note becomes immediately due and payable under Section 5.1 hereof, whether automatically or by declaration; or

(b) after the 5th anniversary of the Plan Effective Date, the assets held by the Holder are not sufficient to satisfy a minimum of 50% of the Scheduled Values of allowed Asbestos PI Claims under the Asbestos PI Trust Distribution Procedures, and such condition continues for a period of more than one year.

6.2 *Enforcement Against Collateral.* Notwithstanding anything to the contrary in this Note, specifically including (but not limited to) Section 5.2 hereof, only if a Collateral Event has occurred and is continuing at the time the Holder seeks to exercise and enforce its rights against the Collateral hereunder, the Holder may, with the consent of the Future Claimants' Representative, proceed to protect and enforce its rights against the Collateral as provided in the Pledge Agreement and exercise all rights and remedies of a secured party under the UCC.

7. EXPENSES, ETC.

- 7.1 *Expenses.* The Obligor agrees, whether or not the transactions contemplated hereby shall be consummated, to pay, and save the Holder harmless against liability for the payment of, (i) all document production and duplication charges and the fees and expenses of any special counsel engaged by the Holder in connection with this Note or the Pledge Agreement, the execution, delivery, and performance hereby and thereby and any subsequent proposed modification of, or proposed consent under, this Note or the Pledge Agreement, whether or not such proposed modification shall be effected or proposed consent granted, and (ii) the costs and expenses, including reasonable attorneys' fees, incurred by the Holder in enforcing any rights under this Note or the Pledge Agreement (whether in the context of a civil action, adversarial proceedings, workout or otherwise) or in responding to any subpoena or other legal process issued in connection with the enforcement of this Note or the Pledge Agreement or by reason of the Holder's having acquired this Note.
- 7.2 *Survival.* The obligations of the Obligor under this Section 7 will survive the payment or transfer of this Note, the enforcement, amendment, or waiver of any provision of this Note, and the termination of this Note.

8. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; ENTIRE AGREEMENT

All representations and warranties contained herein shall survive the execution and delivery of this Note, the transfer of this Note and the payment of this Note, and may be relied upon by the Obligor, the Holder, and any subsequent Holder of this Note, regardless of any investigation made at any time by or on behalf of such person. This Note embodies the entire agreement and understanding between the Holder and the Obligor and supersedes all prior agreements and understandings relating to the subject matter hereof.

9. AMENDMENT AND WAIVER

- (a) The Obligor agrees that the Holder may extend the time for repayment or performance or accept partial payment or performance an unlimited number of times without discharging or releasing the Obligor from its obligations under this Note.
- (b) No course of dealing, delay, or omission on the part of the Holder in exercising any right, power, or remedy in connection with this Note or the Pledge Agreement shall operate as a waiver thereof or otherwise prejudice such Holder's rights, powers, or remedies, nor shall any single or partial exercise of any such right or power or any abandonment or discontinuance of steps to enforce such a right or power preclude any other or further exercise thereof or the exercise of any other right or power. No right, power, or remedy conferred by this Note upon the Holder shall be exclusive of any other right, power, or remedy referred to herein or now or hereafter available at law, in equity, by statute, or otherwise.
- (c) This Note may be amended, and the observance of any term hereof may be waived (either retroactively or prospectively), but only with the written consent of the party against whom enforcement thereof is to be sought (or such party's attorney-in-fact), and then such waiver shall be effective only in the specific instance and for the specific purpose for which given.

10. NOTICES

All notices and communications provided for hereunder shall be in writing and sent (a) by facsimile if the sender on the same day sends a confirming copy of such notice by a recognized overnight-delivery service (charges prepaid), or (b) by registered or certified mail with return receipt requested (postage prepaid), or (c) by a recognized overnight delivery service (with charges prepaid), as follows (or as otherwise directed in writing):

- (i) if to the Holder,

T H Agriculture & Nutrition, L.L.C.
Asbestos Personal Injury Trust
Wilmington Trust Company
1100 N. Market Street
Wilmington, Delaware 19890-1625
Attn: Joseph B. Feil
Email: jfeil@wilmingtontrust.com

and

T H Agriculture & Nutrition, L.L.C.
Asbestos Personal Injury Trust
Name(s)
Address
Address
Attention: _____
Facsimile: _____

With a copy to:

Name
Address
Address
Attention: _____
Facsimile: _____

- (ii) if to the Obligor:

Reorganized T H Agriculture & Nutrition, L.L.C.
Address
Address
Attention: _____
Facsimile: _____

With a copy to:

Name
Address
Address
Attention: _____
Facsimile: _____

11. MISCELLANEOUS

- 11.1 *Computation of Time Periods.* In this Note in the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” each means “to but excluding.”
- 11.2 *Accounting Terms.* All accounting terms not specifically defined herein shall be construed in accordance with GAAP.
- 11.3 *Severability.* Any provision of this Note that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.
- 11.4 *No Recourse Against Others.* No director, officer, employee, member, manager, or equity interest holder, partner or representative of the Obligor shall have any personal liability in respect of any obligations of the Obligor under this Note, or for any claim based on, with respect to, or by reason of such obligations or their creation, by reason of his/her or its status as such. By accepting this Note, the Holder waives and releases all such liability, which waiver and release is part of the consideration for the issuance of this Note by the Obligor.
- 11.5 *Construction.* Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any person, or which such person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such person.
- 11.6 *Acceptance by Holder.* By its acceptance by the Holder, this Note shall become a binding agreement between the Obligor and the Holder. Without limitation of the foregoing, the Holder will be deemed, by its acceptance hereof, (i) to have agreed to the provisions set forth in Sections 1 and 4 through (and including) 11 hereof, and (ii) to have made the representations set forth in Section 2 hereof.
- 11.7 *Governing Law, Jurisdiction, Etc.*
- (a) This Note shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.
- (b) The Obligor and the Holder each hereby irrevocably and unconditionally submits, for itself and its properties, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court for the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Note, or for recognition or enforcement of any judgment, and the Obligor and the Holder each hereby irrevocably and unconditionally agree that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the extent permitted by law, in such Federal court. The Obligor and the Holder each agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other

jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Note shall affect any right that the Obligor or the Holder may otherwise have to bring any action or proceeding relating to this Note against the other or its properties in the courts of any jurisdiction.

(c) The Obligor and the Holder each hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or relating to this Note in any court referred to in Section 11.7(b) above. The Obligor and the Holder each hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) The Obligor and the Holder each irrevocably consents to service of process in the manner provided for notices in Section 10 hereof. Nothing in this Note shall affect the right of the Obligor or the Holder to serve process in any other manner permitted by law.

12. DEFINITIONS

“Business Day” means any day other than a Saturday, a Sunday, or a day on which commercial banks in New York City are required or authorized to be closed.

“Default” means an event or condition the occurrence or existence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

“Event of Default” is defined in Section 4 hereof.

“GAAP” means generally accepted accounting principles as in effect from time to time in the United States of America.

“Plan Effective Date” means the “Effective Date” as defined in the Plan.

“Pledge Agreement” means, during such time as the Pledge Agreement is in effect, that certain Pledge and Security Agreement regarding this Note, dated as of _____, 200__ executed and delivered by T H Agriculture and Nutrition, L.L.C. Parent Trust, as the same may be amended from time to time.

“Pledgor” means, during such time as the Pledge Agreement is in effect, T H Agriculture and Nutrition, L.L.C. Parent Trust, a Delaware trust.

“Responsible Officer” means each of the chairman and chief executive officer, the president, the chief financial officer, the treasurer, the secretary or any vice president (whether or not further described by other terms, such as, for example, senior vice president or vice president-operations) of the Obligor or, if any such office is vacant, any person performing any of the functions of such office.

“Securities Act” means the Securities Act of 1933, as amended from time to time.

IN WITNESS WHEREOF, the Obligor has caused this Note to be executed by its duly authorized officer as of the date first written above.

Attest

REORGANIZED T H AGRICULTURE &
NUTRITION, L.L.C.

By: _____
Name:
Title:

AGREED AND ACCEPTED
AS OF _____, 2008:

T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust

By: _____
Name:
Title:

EXHIBIT E

PLEDGE AGREEMENT

PLEDGE AND SECURITY AGREEMENT

dated as of

_____, 200__

among

T H Agriculture and Nutrition, L.L.C. Parent Trust

and

T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust

and

Reorganized T H Agriculture and Nutrition, L.L.C. as Obligor

PLEDGE AND SECURITY AGREEMENT dated as of _____, 200__ (this “Agreement”) among T H Agriculture and Nutrition, L.L.C. Parent Trust, a Delaware trust (the “Pledgor”), and T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust, a Delaware statutory trust (together with the successors and assigns thereof, the “Secured Party”) and Reorganized T H Agriculture and Nutrition, L.L.C. as Obligor.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor has agreed to pledge and grant a security interest in the Collateral (as defined below) as security for the Obligations (as defined below).

Accordingly, the parties herein agree as follows:

Section 1. Definitions.

(a) As used in this Agreement, the terms defined in the preamble hereto shall have the meanings ascribed therein and the following terms have the meanings ascribed below:

“*Collateral*” has the meaning assigned to such term in Section 3.

“*Issuer*” means the issuer of such Pledged Interests, Reorganized T H Agriculture & Nutrition, L.L.C., a Delaware limited liability company.

“*Note*” means that certain Secured Promissory Note executed and delivered by the Obligor, dated as of _____, 200__, in the original principal amount of \$1,000,000.00, as amended or modified from time to time, together with any Note executed and delivered in exchange, substitution or transfer thereof.

“*Obligations*” means any and all principal and other amounts now or hereafter from time to time owing by the Obligor to the holder of the Note pursuant to the Note.

“*Obligor*” means Reorganized T H Agriculture & Nutrition, L.L.C., a Delaware limited liability company, together with any successor or assignee.

“*Pledged Interests*” means all membership interests listed on Annex 2 together with all certificates evidencing the same.

“*Proceeds*” has the meaning assigned to such term in the UCC.

“*UCC*” means the Uniform Commercial Code as in effect from time to time in the State of New York.

(b) In addition, for all purposes hereof, capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed such terms (i) in the Note and (ii) if not defined therein, in the UCC.

(c) The foregoing definitions shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (i) any definition of or reference to

any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented, or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein or therein), (ii) references to any law, constitution, statute, treaty, regulation, rule, or ordinance (each a "law") shall refer to that law as amended from time to time and include any successor law, (iii) any reference herein to any person shall be construed to include such person's successors and permitted assigns, (iv) the words "herein," "hereof," and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (v) all references herein to Sections and Annexes shall be construed to refer to sections of, and annexes to, this Agreement, and (vi) the disjunctive shall include the conjunctive and vice versa.

Section 2. Representations and Warranties. The Pledgor represents and warrants to the Secured Party that:

(a) *Collateral*. The Pledgor is the sole beneficial owner of the Collateral, and no lien exists upon such Collateral other than the liens created hereby.

(b) *Creation, Perfection and Priority*. The security interest created hereby constitutes a valid and perfected security interest in the Collateral, and such perfected security interest in such Collateral is subject to no equal or higher priority lien.

(c) *Pledgor Information; Location*. Annex 1 sets forth, as of date hereof, the exact name, the location of the chief executive office (including county or parish), the jurisdiction of organization, and the IRS tax identification number of the Pledgor.

(d) *Pledged Interests*.

(i) The Pledged Interests identified in Annex 2 is, and all Pledged Interests acquired after the date hereof by the Pledgor and in which a security interest is created hereunder will be, duly authorized, validly issued, fully paid, and nonassessable.

(ii) The Pledged Interests identified in Annex 2 constitute 100% of the issued and outstanding membership interests in the Issuer on the date hereof (whether or not registered in the name of the Pledgor), and Annex 2 correctly identifies, as at the date hereof, the Issuer of such Pledged Interests, whether such Pledged Interests are certificated or uncertificated, and the respective class of the shares constituting such Pledged Interests.

(e) The Pledgor is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its creation and has full organizational power to execute, deliver, and perform this Agreement.

(f) The execution, delivery, and performance of this Agreement by the Pledgor have been, and remain, duly authorized by all necessary organizational action on the part of the Pledgor and do not result in a contravention by the Pledgor of any provision of law or of the Pledgor's organizational documents or any material contractual restriction binding on the Pledgor or its assets.

(g) All consents, authorizations, and approvals of, and registrations and declarations with, any governmental authority necessary for the due execution, delivery, and performance of this Agreement by the Pledgor have been obtained and remain in full force and effect and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any governmental

authority is required to be made or obtained by the Pledgor in connection with the execution, delivery, or performance of this Agreement by the Pledgor.

(h) This Agreement constitutes the legal, valid, and binding obligation of the Pledgor enforceable against the Pledgor in accordance with its terms, subject as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights, and to general equity principles.

Section 3. Collateral. As collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration, or otherwise) of the Obligations, whether now existing or hereafter from time to time arising, the Pledgor hereby grants to the Secured Party a security interest in all of the Pledgor's right and title to, and interest in, the Pledged Interests, whether now owned or hereafter acquired and whether now existing or hereafter coming into existence (such property described in this Section 3 being collectively referred to herein as the "Collateral").

Section 4. Further Assurances; Remedies. In furtherance of the pledge and grant of security interest pursuant to Section 3, the Pledgor agrees with the Secured Party as follows:

4.01 *Delivery and Other Perfection*. The Pledgor shall:

(a) deliver to the Secured Party all certificated Pledged Interests that constitute Collateral, endorsed and/or accompanied by such properly executed instruments of assignment and transfer in such form and substance as the Secured Party may reasonably request;

(b) give, execute, deliver, file, record, authorize, or obtain all such financing statements, notices, instructions, memoranda, acknowledgements, instruments, agreements, consents, or other documents as may be necessary or reasonably desirable in the reasonable judgment of the Secured Party to create, preserve, perfect, or validate the security interest granted pursuant hereto or to enable the Secured Party to exercise and enforce its rights hereunder or under the UCC or other applicable law with respect to such security interest, including (after the occurrence of a Collateral Event) causing any or all of the Pledged Interests that constitute Collateral to be transferred of record into the name of the Secured Party or its nominee (and the Secured Party agrees that if any such Pledged Interests are transferred into its name or the name of its nominee, the Secured Party will thereafter promptly give to the Pledgor copies of any notices and communications received by it with respect to such Pledged Interests); and

(c) take such other action as the Secured Party shall reasonably deem necessary to acquire a first priority, perfected lien on the Collateral under the UCC. The Pledgor shall not permit any other liens on the Collateral.

4.02 *Financing Statements*. The Pledgor hereby authorizes the Secured Party to file one or more financing statements in respect of the Pledgor as debtor in such filing offices in such jurisdictions with which such a filing is (a) required to perfect the security interest granted hereunder by the Pledgor or (b) reasonably desirable (in the Secured Party's discretion) to give notice of the security interest granted hereunder by the Pledgor.

4.03 *Other Financing Statements and Control*. Without the prior written consent of the Secured Party, the Pledgor shall not (a) authorize the filing in any jurisdiction of any financing statement or like instrument with respect to the Collateral in which the Secured Party is not named as the sole secured party or (b) cause or permit any person other than the Pledgor or the Secured Party to acquire

“control” (as defined in Section 8-106 of the UCC or as otherwise construed for purposes of Article 8 or 9 of the UCC) over the Collateral.

4.04 Special Provisions Relating to Pledged Interests.

(a) Without limiting or otherwise affecting the security interest granted under Section 3, the Pledgor will, at all times, cause such security interest to be a perfected first-priority security interest on no less than 100% of the total number of membership interests of the Issuer then outstanding on a fully diluted basis.

(b) So long as no Collateral Event shall have occurred and the Secured Party shall not have exercised its rights pursuant to Section 6.2 of the Note, the Pledgor shall have the right to exercise all voting, consensual, and other powers of ownership pertaining to the Pledged Interests, and the Secured Party shall execute and deliver to the Pledgor or cause to be executed and delivered to the Pledgor all such proxies, powers of attorney, dividend and other orders, and all such instruments, without recourse, as the Pledgor may reasonably request for the purpose of enabling the Pledgor to exercise the rights and powers that it is entitled to exercise pursuant to this Section 4.04(b).

(c) Unless and until a Collateral Event has occurred and the Secured Party shall have exercised its rights pursuant to Section 6.2 of the Note, the Pledgor shall be entitled to receive and retain any and all dividends and distributions on the Pledged Interests subject to the terms of the T H Agriculture & Nutrition, L.L.C. Parent Trust Agreement dated as of _____, 2009.

(d) If any Collateral Event shall have occurred and the Secured Party shall have exercised its rights pursuant to Section 6.2 of the Note, all dividends and other distributions on the Pledged Interests shall be paid or distributed directly to the Secured Party, and, if the Secured Party shall so request in writing, the Pledgor agrees to execute and deliver to the Secured Party appropriate additional dividend, distribution and other orders and documents to that end.

4.05 Collateral Events, Etc. During the period during which a Collateral Event shall have occurred and be continuing:

(a) the Secured Party shall have all of the rights and remedies with respect to the Collateral of a secured party under the UCC (whether or not the UCC is in effect in the jurisdiction where the rights and remedies are asserted) and such additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted, including the right, to the fullest extent permitted by applicable law, to exercise all voting, consensual, and other powers of ownership pertaining to the Collateral as if the Secured Party was the sole and absolute owner thereof (and the Pledgor agrees to take all such action as may be appropriate to give effect to such right); and

(b) the Secured Party may, upon ten (10) Business Days prior written notice to the Pledgor of the time and place, with respect to the Collateral or any part thereof that shall then be or shall thereafter come into the possession, custody or control of the Secured Party, sell, assign or otherwise dispose of all or any part of such Collateral at such place or places as the Secured Party deems best and for cash or for credit or for future delivery (without thereby assuming any credit risk), at public or private sale, without demand of performance or notice of intention to effect any such disposition or of the time or place thereof (except such notice as is required above or by applicable statute and cannot be waived), and the Secured Party or anyone else may be the purchaser, assignee or recipient of any or all of the Collateral so disposed of at any public sale

(or, to the extent permitted by law, at any private sale) and thereafter hold the same absolutely free from any claim or right of whatsoever kind, including any right or equity of redemption (statutory or otherwise) of the Pledgor, any such demand, notice and right or equity being hereby expressly waived and released. The Secured Party may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place in which the sale may be so adjourned.

The Pledgor recognizes that, by reason of certain prohibitions contained in the Securities Act of 1933 and applicable state securities laws, the Secured Party may be compelled, with respect to any sale of all or any part of the Collateral, to limit purchasers to those who will agree, among other things, to acquire the Collateral for their own account, for investment and not with a view to the distribution or resale thereof. The Pledgor acknowledges that any such private sales may be at prices and on terms less favorable to the Secured Party than those obtainable through a public sale without such restrictions and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Secured Party shall have no obligation to engage in public sales and no obligation to delay the sale of any Collateral for the period of time necessary to permit the Issuer thereof to register it for public sale.

4.06 *Deficiency.* If the proceeds of sale, collection or other realization of or upon the Collateral pursuant to Section 4.05 are insufficient to cover the costs and expenses of such realization and the payment in full of the Obligations, the Pledgor shall not be liable for any deficiency in respect of the Obligations.

4.07 *Locations; Names.* Without at least thirty (30) days prior notice to the Secured Party, the Pledgor shall not change the location of its chief executive office, the jurisdiction or form of its organization, or its name from the same shown on Annex 1.

4.08 *Application of Proceeds.* Upon the occurrence and during the continuance of a Collateral Event, the proceeds of any sale of, or other realization upon, all or any part of the Collateral shall be applied by the Secured Party in the following order of priorities:

- (a) to payment of the expenses of such sale or other realization, including any taxes arising from such sale or other realization and all expenses, liabilities and advances incurred or made by the Secured Party in connection therewith, and then ratably to pay any other unreimbursed expenses for which the Secured Party or any holder is to be reimbursed pursuant to Section 7.1 of the Note;
- (b) to the ratable payment of unpaid principal of the Obligations;
- (c) to the ratable payment of all other Obligations, until all Obligations shall have been paid in full; and
- (d) to payment to the Pledgor or its successors or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining from such proceeds.

The Secured Party may make distributions hereunder in cash or in kind or, on a ratable basis, in any combination hereof.

4.09 *Attorney-in-Fact.* Without limiting any rights or powers granted by this Agreement to the Secured Party while no Collateral Event has occurred and is continuing, upon the occurrence and

during the continuance of any Collateral Event the Secured Party is hereby appointed the attorney-in-fact of the Pledgor for the purpose of carrying out the provisions of this Section 4 and taking any action and executing any instruments that the Secured Party may deem necessary or reasonably advisable to accomplish the purposes hereof, which appointment as attorney-in-fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, so long as the Secured Party shall be entitled under this Section 4 to make collections in respect of the Collateral, the Secured Party shall have the right and power to receive, endorse and collect all checks made payable to the order of the Pledgor representing any dividend, payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same.

4.10 *No Marshalling*. Upon the occurrence and continuance of a Collateral Event, the Secured Party shall not be required to marshal the order of its enforcement of its security interest in any part of the Collateral for the benefit of any person.

Section 5. Miscellaneous.

5.01 *Notices*. All notices, responses, consents, waivers, requests, statements, and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile, as follows (or as otherwise directed in writing):

(a) if to the Pledgor:

T H Agriculture and Nutrition, L.L.C. Parent Trust

Attention: _____

Facsimile: _____

with a copy to:

Attention: _____

Facsimile: _____

(b) if to the Secured Party:

T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust

Wilmington Trust Company

1110 N. Market Street

Wilmington, Delaware 19890-1625

Attention: Joseph B. Feil

Email: jfeil@wilmingtontrust.com

and

T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust

Attention: _____
Facsimile: _____

with a copy to:

Attention: _____
Facsimile: _____

(c) if to the Obligor:

Reorganized T H Agriculture & Nutrition, L.L.C.

Attention: _____
Facsimile: _____

with a copy to:

Attention: _____
Facsimile: _____

5.02 *No Waiver.* No failure on the part of the Secured Party to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the Secured Party of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein are cumulative and are not exclusive of any remedies provided by law.

5.03 *Amendments, Etc.* Neither this Agreement nor any provision hereof may be changed, waived, discharged or (except as provided in Section 5.09) terminated except in writing signed by the Pledgor and the Secured Party.

5.04 *Successors and Assigns.* This Agreement is for the benefit of the Secured Party and its successors and permitted assigns, and in the event of an assignment of the Note, the rights hereunder, to the extent applicable to the indebtedness so assigned, shall be transferred with such indebtedness. This Agreement shall be binding on the Pledgor and its successors and assigns; *provided, however,* that neither the Pledgor nor Obligor shall have the right to assign its rights or obligations hereunder or any interest herein without the prior written consent of the Secured Party.

5.05 *Counterparts.* This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

5.06 *Governing Law; Jurisdiction; Etc.*

(a) *Governing Law.* This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(b) *Submission to Jurisdiction.* Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its properties, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court for the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that either party may otherwise have to bring any action or proceeding relating to this Agreement against the other party hereto or its properties in the courts of any jurisdiction.

(c) *Waiver of Venue.* Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in Section 5.06(b). Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) *Service of Process.* Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 5.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

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

5.08 *Severability.* If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Secured Party in order to carry out the intentions of the parties hereto as nearly as may be possible and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

5.09 *Termination.* This Agreement shall terminate upon the earlier to occur of (i) payment in full of the Note, or (ii) exercise by the Secured Party, in accordance with Section 6.2 of the Note, of any of its rights under Section 4 hereof. Upon any such termination, the Secured Party will, at the expense of the Pledgor, execute and deliver to the Pledgor such documents as the Pledgor shall reasonably request to evidence the termination of this Agreement.

(a) Except as otherwise provided herein, the obligations of the Pledgor hereunder shall not constitute a debt or obligation of the Pledgor in any action to collect any amounts due under, or otherwise in respect of, the Note. The Pledgor shall not be liable under any theory for any amount due under this Agreement or the Note, and no holder shall seek a deficiency or personal judgment against the Pledgor (except in the event of fraudulent action by the Pledgor), including, without limitation, for payment of the Obligations or other amounts evidenced by this Agreement or the

Note. No property or assets of the Pledgor, other than the Collateral pledged pursuant to this Agreement, shall be sold, levied upon or otherwise used to satisfy any judgment rendered in connection with any action brought against the Pledgor with respect to this Agreement.

(b) Notwithstanding the foregoing, nothing herein shall be construed to (i) impair or limit the rights of any holder against the Pledgor in the event of any fraudulent actions by the Pledgor, or (ii) prevent the commencement of any action, suit or proceeding against any person (or prevent the service of papers under any person) for the purpose of obtaining jurisdiction over the Pledgor.

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

T H AGRICULTURE AND NUTRITION,
L.L.C. PARENT TRUST

T H AGRICULTURE & NUTRITION, L.L.C.
ASBESTOS PERSONAL INJURY TRUST

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

REORGANIZED T H AGRICULTURE AND
NUTRITION, L.L.C.

By: _____

Name: _____

Title: _____

Annex 1

Pledgor Information; Locations

Name	Chief Executive Officers/Trustee	Jurisdiction of Formation	I.D. No.
T H Agriculture and Nutrition, L.L.C. Parent Trust		Delaware	

Annex 2

Pledged Interests

Issuer	Class	Percent Pledged
T H Agriculture & Nutrition, L.L.C.	Membership Interests	100%

EXHIBIT F

SCHEDULE OF SHARED ASBESTOS INSURANCE POLICIES*

* The fact of inclusion or exclusion, and the classification of an insurance policy on this Exhibit to the Plan: (i) does not constitute a determination as to whether any particular insurance policy provides coverage for any matter resolved by the Plan or for any other matter; (ii) does not constitute a waiver of any position of any Entity with respect to any coverage determination; and (iii) is subject to any applicable Asbestos PI Insurer Coverage Defenses.

EXHIBIT F TO THE PLAN¹
SHARED ASBESTOS INSURANCE POLICIES
SCHEDULE 1: POLICIES ISSUED BY SOLVENT INSURERS

Insurance Provider	Policy Number	Start Date	End Date	Remaining Coverage
Ace (formerly Aetna)	EX 000452	10/19/1971	12/31/1972	\$1,000,000 per applicable policy period
AIU Insurance Co.	75-100659	7/1/1978	7/1/1979	\$2,000,000
AIU Insurance Co.	75-101116	7/1/1979	7/1/1980	\$5,000,000
AIU Insurance Co.	75-102421	7/1/1980	7/1/1981	\$5,000,000
AIU Insurance Co.	75-102631	7/1/1981	7/1/1982	\$5,000,000
AIU Insurance Co.	75-102185	7/1/1982	7/1/1983	\$5,000,000
AIU Insurance Co.	75-103051	7/1/1983	7/1/1984	\$5,000,000
AIU Insurance Co.	75-103875	7/1/1984	7/1/1985	\$20,000,000
American Home Assurance Co.	CE 355776	3/31/1969	12/31/1969	\$2,000,000
American Home Assurance Co.	CE 356559	12/31/1969	12/31/1970	\$3,000,000
American Home Assurance Co.	CE 357721	12/31/1970	12/31/1971	\$3,000,000

¹ Each of the insurance policies listed on the Schedules are excess policies that, subject to their terms, generally provide coverage above underlying primary, umbrella and/or other excess insurance policies. The attachment points of the listed excess policies are not reflected on the Schedules. THAN contends that the limits of each of the insurance policies listed on these Schedules are currently available for at least a portion of the asbestos claims asserted against THAN or in the future will be available for at least a portion of the asbestos claims asserted against THAN once lower-level insurance in each policy year is exhausted or no longer available.

² THAN contends that each insurance policy covering multiple annual periods (*i.e.*, “multi-year” policies), a period of less than one year (*i.e.*, a “stub period”), or one or more annual periods and a stub period has a separate policy limit for each annual period or portion thereof. However, depending on the policy language of each of these policies and the applicable law, a court may, among other things, consider a policy covering more than one annual period to have a single policy limit, or it may find that the policy has multiple annual limits. With regard to policies with stub periods, a court may, among other things, apply separate limits to the stub period and any additional annual periods covered by the policy, it may find that a single policy limit applies to the stub period and one or more additional annual periods, or it may pro-rate the limits associated with the stub period to account for the shortened policy period of the stub policy.

Insurance Provider	Policy Number	Start Date	End Date	Remaining Coverage
American Home Assurance Co.	CE 2692153	12/31/1971	12/31/1972	\$3,000,000
American Home Assurance Co.	CE 3380269	12/31/1972	12/31/1973	\$3,000,000
American Re-Insurance Company	M 5756-0001	7/21/1965	3/31/1969	\$5,000,000 per applicable policy period
American Re-Insurance Company	M 0086590	6/24/1969	12/31/1970	\$1,000,000 per applicable policy period
American Re-Insurance Company	M 0371372	12/31/1970	12/31/1971	\$2,500,000
Birmingham Fire Insurance Co. of Pennsylvania	SE 6073348	7/1/1977	7/1/1978	\$1,000,000
Birmingham Fire Insurance Co. of Pennsylvania	SE 6073367	7/1/1978	7/1/1979	\$1,000,000
Centennial Insurance Co.	462 016836	7/29/1977	7/1/1978	\$1,000,000
Centennial Insurance Co.	462 017817	7/1/1978	7/1/1979	\$1,000,000
Centennial Insurance Co.	462 019495	7/1/1979	7/1/1980	\$2,000,000
Continental Casualty Company	RDX-9654-998	7/17/1962	7/1/1965	\$1,975,000 per applicable policy period
Continental Casualty Company	RDX-893-72-52	12/31/1972	12/31/1973	\$2,000,000
Employers Mutual Casualty Company	MMO-70864	7/1/1979	7/1/1980	\$5,000,000
Employers Mutual Casualty Company	MMO-71473	7/1/1980	7/1/1981	\$5,000,000
Employers Mutual Casualty Company	MMO-71853	7/1/1981	7/1/1982	\$5,000,000
Federal Insurance Company	7933-01-79	7/1/1977	7/1/1978	\$2,000,000
Federal Insurance Company	(79) 7933-01-79	7/1/1978	7/1/1979	\$2,000,000
Federal Insurance Company	(84) 7928-85-73	7/1/1983	7/1/1984	\$20,000,000
Federal Insurance Company	(85) 7928-85-73	7/1/1984	7/1/1985	\$20,000,000

Insurance Provider	Policy Number	Start Date	End Date	Remaining Coverage
Fireman's Fund	XLX - 105 08 69	10/19/1971	12/31/1972	\$1,000,000 per applicable policy period
Fireman's Fund	XLX - 120 25 50	12/31/1972	12/31/1973	\$1,000,000
Granite State Insurance Co.	SCLD 80-93286	7/29/1977	7/1/1978	\$2,000,000
Granite State Insurance Co.	6178-0423	7/1/1978	7/1/1979	\$2,000,000
Granite State Insurance Co.	6179-1466	7/1/1979	7/1/1980	\$4,500,000
Granite State Insurance Co.	6179-1467	7/1/1979	7/1/1980	\$3,000,000
Granite State Insurance Co.	6480-5024	7/1/1980	7/1/1981	\$4,500,000
Granite State Insurance Co.	6480-5025	7/1/1980	7/1/1981	\$3,000,000
Granite State Insurance Co.	6481-5211	7/1/1981	7/1/1982	\$5,000,000
Granite State Insurance Co.	6481-5212	7/1/1981	7/1/1982	\$5,000,000
Granite State Insurance Co.	6482-5445	7/1/1982	7/1/1983	\$10,000,000
Granite State Insurance Co.	6483-5659	7/1/1983	7/1/1984	\$10,000,000
Granite State Insurance Co.	6484-5836	7/1/1984	7/1/1985	\$2,000,000
INA	XCP 3884	12/31/1972	12/31/1973	\$1,000,000
INA	XCP 12379	7/29/1977	7/1/1978	\$5,000,000
INA	XCP 14346	7/1/1978	7/1/1979	\$3,000,000
INA	XCP 143536	7/1/1979	7/1/1980	\$3,000,000
INA	XCP 143536	7/1/1980	7/1/1982	\$5,000,000 per applicable policy period
Lexington Insurance Co.	GC 402757	5/30/1969	12/31/1972	\$1,000,000 per applicable policy period
Lexington Insurance Co.	GC 403132	10/19/1971	12/31/1972	\$4,000,000 per applicable policy period
Lexington Insurance Co.	GC 403152	12/31/1971	12/31/1972	\$2,000,000

Insurance Provider	Policy Number	Start Date	End Date	Remaining Coverage
Lexington Insurance Co.	GC 403373	12/31/1972	12/31/1973	\$3,000,000
Lexington Insurance Co.	GC 403373	12/31/1972	12/31/1973	\$4,000,000
Lexington Insurance Co.	CE 5504115	12/31/1973	12/31/1974	\$1,349,000
Lexington Insurance Co.	CE 5504745/ UFL 1782	12/31/1974	12/31/1975	\$1,424,858
Lexington Insurance Co.	CE 5503335	12/31/1975	7/1/1977	\$2,250,000 per applicable policy period
Lexington Insurance Co.	CE 5506371/ UJL 0884	7/1/1977	7/1/1978	\$497,917
Lexington Insurance Co.	5510423	7/1/1978	7/1/1979	\$481,800
National Union Fire Insurance Co. of Pittsburgh, PA	1228595	7/1/1977	7/1/1978	\$3,000,000
National Union Fire Insurance Co. of Pittsburgh, PA	1229475	7/29/1977	7/1/1978	\$2,000,000
National Union Fire Insurance Co. of Pittsburgh, PA	1229701	7/1/1978	7/1/1979	\$3,000,000
National Union Fire Insurance Co. of Pittsburgh, PA	1229702	7/1/1978	7/1/1979	\$2,000,000
National Union Fire Insurance Co. of Pittsburgh, PA	9782293	7/1/1979	7/1/1980	\$3,000,000
National Union Fire Insurance Co. of Pittsburgh, PA	9782293	7/1/1979	7/1/1980	\$2,000,000
National Union Fire Insurance Co. of Pittsburgh, PA	9910340	7/1/1980	7/1/1981	\$3,000,000
National Union Fire Insurance Co. of Pittsburgh, PA	9910340	7/1/1980	7/1/1981	\$2,000,000
National Union Fire Insurance Co. of Pittsburgh, PA	9602929	7/1/1981	7/1/1982	\$5,000,000
North Star Reinsurance Corporation	NSX 7431	12/31/1968	3/31/1969	\$5,000,000
North Star Reinsurance Corporation	NSX 7736	3/31/1969	12/31/1969	\$5,000,000

Insurance Provider	Policy Number	Start Date	End Date	Remaining Coverage
North Star Reinsurance Corporation	NSX 8220	12/31/1969	12/31/1970	\$3,000,000
North Star Reinsurance Corporation	NSX 8961	12/31/1970	12/31/1972	\$3,000,000 per applicable policy period.
North Star Reinsurance Corporation	NSX 9035	12/31/1970	12/31/1972	\$2,000,000 per applicable policy period
North Star Reinsurance Company	NSX 10974	12/31/1972	12/31/1973	\$3,000,000
North Star Reinsurance Corporation	NSX 10975	12/31/1972	12/31/1973	\$2,000,000
Pacific Insurance Company	PI 33101	7/1/1984	7/1/1985	\$8,500,000
Prudential Reinsurance Company (now Everest Reinsurance Company)	PMX 00131	7/1/1983	7/1/1984	\$15,000,000
Prudential Reinsurance Company (now Everest Reinsurance Company)	PMX 00225	7/1/1984	7/1/1985	\$14,500,000
Republic Insurance Company	CDE 1005	7/1/1984	7/1/1985	\$15,000,000
Royal Indemnity	ED 102076	7/1/1983	7/1/1984	\$5,000,000
United States Fire Insurance Company	XS-2426	10/19/1971	12/31/1972	\$2,000,000 per applicable policy period

EXHIBIT F TO THE PLAN³
SHARED ASBESTOS INSURANCE POLICIES
SCHEDULE 2: POLICIES ISSUED BY INSOLVENT INSURERS

Insurance Provider	Policy Number	Start Date	End Date	Original Coverage
Home Insurance Company	HEC 4165818	12/31/1971	12/31/1972	\$3,000,000
Home Insurance Company	HEC 4356575	12/31/1972	12/31/1973	\$3,000,000
Home Insurance Company	HEC 9306163	3/31/1969	12/31/1969	\$3,000,000
Home Insurance Company	HEC 9791317	12/31/1969	12/31/1970	\$3,000,000
Home Insurance Company	HEC 9919562	12/31/1970	12/31/1971	\$3,000,000
Midland Insurance Company	Unknown	12/31/1969	12/31/1970	\$1,000,000
Midland Insurance Company	XL – 1365	12/31/1970	12/31/1972	\$1,000,000 per policy period
Midland Insurance Company	XL – 1365	12/31/1970	12/31/1972	\$1,500,000 for period 12/31/70 to 12/31/71 \$2,000,000 for period 12/31/71 to 12/31/72
Midland Insurance Company	XL – 1875	10/19/1971	12/31/1972	\$2,000,000 per policy period
Midland Insurance Company	XL 145353	12/31/1974	12/31/1975	\$30,000,000
Midland Insurance Company	XL 145792	12/31/1975	7/1/1976	\$30,000,000
Midland Insurance Company	XL 147448	7/1/1978	7/1/1979	\$5,000,000
Midland Insurance Company	XL 147513	7/1/1979	7/1/1980	\$5,000,000
Midland Insurance Company	XL 151788	7/1/1976	7/1/1977	\$30,000,000
Midland Insurance Company	XL 152489	7/1/1977	7/1/1978	\$7,000,000

³ With regard to the policies on this Schedule, THAN contends that the limits of each listed policy are currently available. However, the insurers listed on this Schedule are insolvent. Thus, in addition to generally disputing THAN's rights to proceeds from these policies at this time, there may in any event be little to no money available for any claim THAN made in the past or intends to make in the future.

Insurance Provider	Policy Number	Start Date	End Date	Original Coverage
Midland Insurance Company	XL 706715	7/1/1980	7/1/1981	\$5,000,000
Midland Insurance Company	XL11101728137-1	12/31/1973	12/31/1974	\$30,000,000
Midland Insurance Company	XL111018281372-1	12/31/1972	12/31/1973	\$1,000,000
Midland Insurance Company	XL111018281472-9	12/31/1972	12/31/1973	\$2,000,000
Midland Insurance Company	XL111018281572-8	12/31/1972	12/31/1973	\$2,000,000
Mission Insurance Company	M81746	12/31/1974	7/1/1976	\$4,000,000 per policy period
Mission Insurance Company	M833355	7/1/1976	7/1/1977	\$5,000,000

EXHIBIT G

**SCHEDULE OF INSURANCE SETTLEMENT
AGREEMENTS AND SETTLING ASBESTOS INSURANCE ENTITIES**

EXHIBIT G TO THE PLAN
INSURANCE SETTLEMENT AGREEMENTS AND SETTLING ASBESTOS
INSURANCE ENTITIES

- I. Confidential Agreement of Settlement and Release, dated September 21, 2005
- A. The Travelers Indemnity Company
 - B. The Travelers Indemnity Company of Connecticut (f/k/a The Travelers Indemnity Company of Rhode Island)
 - C. Travelers Property Casualty Company of America (f/k/a The Travelers Indemnity Company of Illinois)
 - D. Travelers Casualty and Surety Company (f/k/a The Aetna Casualty and Surety Company)

Insurance Policies Covered by the Agreement Include:

<u>Insurance Company</u>	<u>Policy Numbers</u>
Aetna	07 XN 1 SCA
Aetna	07 XN 2 SCA
Travelers	T-RNSL-949808-70
Travelers	T-CUP-949813-70
Travelers	T-EX-949818-70
Travelers	T-RNSL-949808-71
Travelers	T-CUP-949813-71
Travelers	T-EX 949818-71
Travelers	TR-NSL-949808-72
Travelers	T-CUP-949813-72
Travelers	T-EX-949818-72
Travelers	TRNSL-110T922-5-73
Travelers	T-CUP-110T924-9-73
Travelers	TR-NSL-110T922-5-74
Travelers	T-CUP-110T924-9-74
Travelers	T-EX 131T631 - 8-74
Travelers	TR-NSL-110T922-5-75
Travelers	T-CUP-110T924-9-75
Travelers	TR-NSL-110T922-5-76
Travelers	TR-NSL-110T922-5-77
Travelers	T-EX-148T889-6-77
Travelers	TRK-SLG-110T922-5-78
Aetna	01XN1839 WCA
Aetna	01XN1838 WCA
Travelers	TR-SLG-110T922-5-79
Aetna	01 XN 2277 WCA
Travelers	TREE-SLG-110T922-5-80
Aetna	01 XN 2693 WCA
Travelers	TREE-SLG-110T922-5-81
Aetna	01 XN 3304 WCA
Aetna	01 XN 3060 WCA
Travelers	TREE-SLG-110T922-5-82
Aetna	01 XN 3427 WCA
Travelers	TREE-SLG-110T922-5-83

EXHIBIT G TO THE PLAN
INSURANCE SETTLEMENT AGREEMENTS

Aetna	01 XN 3782 WCA
Travelers	TREE-SLG-110T922-5-84
Aetna	01 XN 4299 WCA
Aetna	01 XN 4300 WCA
Travelers	SLG-110T922-5-85

II. Policy BuyBack and Limits Agreement and Release, dated August 6, 2004; including Defense and Indemnity Agreement and Release Concerning Asbestos Claims, dated August 6, 2004.

- A. Hartford Financial Services Group, Inc.
- B. Hartford Accident and Indemnity Company
- C. First State Insurance Company

Insurance Policies Covered by the Agreement Include:

<u>Insurance Company</u>	<u>Policy Numbers</u>
Hartford	10CL121095 or 10 CL 121096
Hartford	10CL122873 or 10 CL 128873
Hartford	10CL 135807 or 10 CL 135700
Hartford	10 CL 221551, 10 CL 221600, 10 CL 148654, or 10 CL 157147
Hartford	10 HU 100011
Hartford	10 HU 100468
Hartford	10 HU 100517
Hartford	10 CA 30101, 10 CA 30100, 10 CA 30106, or 10 CA 30108
Hartford	10 HUA 30100
Hartford	10 CL A30110
Hartford	10 HUA 30102
Hartford	37 WH 552776
Hartford	37 C 463565
Hartford	57 C 463566
Hartford	10 GA 30105 or 10 CA 30105
Hartford	10 CL 206999
Hartford	10 C 202382
Hartford	10 C 203865
Hartford	10 CL 206998
Hartford	10 C 201200
Hartford	10 C 205370
Hartford	10 HU 101654
First State	EU 936326

EXHIBIT G TO THE PLAN
INSURANCE SETTLEMENT AGREEMENTS

III. Confidential Settlement Agreement, Release and Buy-Back, dated September 30, 2005

A. Allstate Insurance Company

B. Northbrook Excess and Surplus Company (f/k/a Northbrook Insurance Company)

Insurance Policies Covered by the Agreement Include:

<u>Insurance Company</u>	<u>Policy Numbers</u>
Northbrook	63-003-383
Northbrook	63-004-845
Northbrook	63-005-772
Northbrook	63-005-773
Northbrook	63-006-905
Northbrook	63-008-150
Northbrook	63-008-824
Northbrook	63-008-825

C.

IV. Settlement Agreement and Full Release, dated June 1, 1999

A. Transit Casualty Company in Receivership (insolvent)

Insurance Policies Covered by the Agreement Include:

<u>Insurance Company</u>	<u>Policy Numbers</u>
Transit Casualty	SCU 955197
Transit Casualty	SCU 955 628
Transit Casualty	SCU 955964
Transit Casualty	SCU 956258
Transit Casualty	SCU 956 528
Transit Casualty	UMB 950393

V. Confidential Settlement and Policy Release Agreement, dated February 5, 2007

A. TIG Insurance Company, as successor by merger to International Insurance Company

Insurance Policies Covered by the Agreement Include:

<u>Insurance Company</u>	<u>Policy Numbers</u>
International Insurance	522 0361206
International Insurance	522 0539064

EXHIBIT G TO THE PLAN
INSURANCE SETTLEMENT AGREEMENTS

- VI. Settlement Agreement, dated June 30, 2008
- A. ACE European Group Limited
 - B. AGF Insurance Ltd.
 - C. Aviva International Insurance Ltd. (f/k/a CGU International Insurance Plc.)
 - D. AXA Global Risks (UK) Ltd.
 - E. AXA Schade N.V.
 - F. Chubb Insurance Company of Europe S.A.
 - G. Fortis Corporate Insurance N.V.
 - H. Generali Schadeverzekering Maatschappij, N.V.
 - I. HDI-Gerling Verzekeringen N.V. (f/k/a HDI Verzekeringen N.V.)
 - J. HDI-Gerling Industrie Versicherung A.G. (as successor under universal title of Gerling-Konzern Allgemeine Versicherungs-AG)
 - K. Royal & Sun Alliance Insurance (Global) Ltd.
 - L. Winterthur Schadeverzekering Maatschappij N.V.
 - M. XL Insurance Company Limited

Insurance Policies Covered by the Agreement Include:

Policy Numbers

V0100016907

V0100016906

- VII. Confidential Settlement Agreement and Release, dated November 7, 1995
- A. Accident & Casualty Insurance Company
 - B. American Home Assurance Company
 - C. Argonaut Northwest Insurance Company
 - D. Assicurazioni Generali Spa (U.K. Branch)
 - E. British National Insurance Company