

**FIRST AMENDMENT TO SETTLEMENT AGREEMENT
AND MUTUAL RELEASE**

This First Amendment to the March 29, 2007 Settlement Agreement and Mutual Release (the "Settlement Agreement") by and between Cleaver-Brooks, Inc., 221 Law Street, Thomasville, Georgia 31792 ("Cleaver-Brooks") and The Coca-Cola Company, One Coca-Cola Plaza, Atlanta, Georgia 30313 ("Coca-Cola") (Cleaver-Brooks and Coca-Cola are hereinafter collectively referred to as "Claimants") on the one hand, and Roger A. Sevigny, Commissioner of Insurance of the State of New Hampshire, solely in his capacity as Liquidator ("Liquidator") of The Home Insurance Company ("Home"), on the other hand (the Claimants and the Liquidator are hereinafter collectively referred to as the "Parties") is effective this 21st day of September, 2010.

WHEREAS, under the terms of the Settlement Agreement, which was approved by Order of the Superior Court of Merrimack County, State of New Hampshire, dated April 23, 2007, in *In the Matter of the Liquidation of The Home Insurance Company*, Docket No. 03-E-0106, Claimants' Proofs of Claims were allowed in the aggregate amount of \$74,000,000 as a Class II priority claim under RSA § 402-C:44;

WHEREAS, Paragraph 2.D. of the Settlement Agreement provides that distributions made on Claimants' behalf are to be made payable to and deposited into an escrow account established pursuant to an Escrow Agreement among the Parties and an Escrow Agent, to be disbursed by the Escrow Agent solely for the payment of Defense Costs and Indemnity Costs (as defined in the Escrow Agreement) incurred in connection with past, present, or future claims or lawsuits against Cleaver-Brooks for bodily injury allegedly caused in whole or in part by

exposure to asbestos or asbestos-containing products for which Cleaver-Brooks is alleged to be responsible (“Asbestos Claims”);

WHEREAS, in order to facilitate a settlement agreement among the Claimants and other insurers regarding coverage of the Asbestos Claims, Claimants wish to assign to Global Legacy Acquisition L.P. a company whose principal office is situated at, LOM Building, Reid Street, Hamilton, Bermuda (“Assignee”) all claims and rights to receive any payments or distributions made pursuant to the Settlement Agreement, as more fully set forth in an Assignment Agreement dated August 12, 2010 between and among Claimants and Assignee; and

WHEREAS, the Liquidator wishes to cooperate with Claimants but takes no position regarding the merits of the assignment;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, the Parties agree as follows:

1. The Parties acknowledge that Claimants have irrevocably assigned to the Assignee all right, title, benefit and interest whatsoever, present and future, to receive distributions as Class II creditors in the Home liquidation as set forth in Paragraph 2 of the Settlement Agreement.

2. Paragraph 2.D. of the Settlement Agreement is deleted in its entirety and is replaced by the following:

The Parties agree that Assignee shall be entitled to directly receive and retain any and all amounts due and payable as distributions pursuant to Paragraph 2 of the Settlement Agreement, subject to any setoff the Liquidator may have against Claimants. Claimants authorize and direct Liquidator to pay all amounts which are now payable or may hereafter become payable in respect of such distributions to such account as may be nominated in writing by the Assignee:

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

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

jlo@g-risk.com
Attention: John Osborne

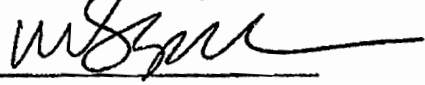
3. The Parties agree that the entire consideration to be paid by Assignee to Claimants under the terms of the Assignment Agreement shall be made payable to and deposited into the escrow account established pursuant to the Escrow Agreement dated July 2007 as amended and attached hereto, the terms of which are intended to ensure that the distributions will be disbursed by the Escrow Agent solely for the payment of Defense Costs and Indemnity Costs (as defined in the Escrow Agreement) incurred in connection with past, present or future claims or lawsuits against Cleaver- Brooks, by whomever brought and in whatever procedural posture they may arise, seeking compensable damages or other relief for bodily injury, disease or death alleged to have been caused in whole or in part by exposure to asbestos or asbestos-containing products for which Cleaver-Brooks is alleged to be responsible.

4. The Parties agree that this First Amendment is subject to and conditioned upon its approval by the Superior Court of the State of New Hampshire, Merrimack County (the "Liquidation Court") and in the event the Liquidation Court does not approve this First Amendment it shall be null and void. Claimants shall file a motion for approval of this First Amendment with the Liquidation Court and serve the motion on the service list and all persons who were served with the Liquidator's Motion for Approval of Settlement Agreement with Cleaver-Brooks and Coca-Cola dated March 29, 2007.

The Settlement Agreement remains unchanged in all other respects.

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

CLEAVER-BROOKS, INC.

By: 

Name: MAURICE ZERLITZ

Title: EVP/CEO

Date: 9/17/10

THE COCA-COLA COMPANY

By: _____

Name: _____

Title: _____

Date: _____

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

By: _____

Name: _____

Title: _____

Date: _____

The Settlement Agreement remains unchanged in all other respects.

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

CLEAVER-BROOKS, INC.


By _____

Name: _____

Title: _____

Date: _____

THE COCA-COLA COMPANY

By: Elisabeth Eckles 

Name: ELISABETH ECKLES

Title: CLAIMS MANAGER

Date: 9-23-10

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

By: _____

Name: _____

Title: _____

Date: _____

The Settlement Agreement remains unchanged in all other respects.

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

CLEAVER-BROOKS, INC.

By: _____

Name: _____

Title: _____

Date: _____

THE COCA-COLA COMPANY

By: _____

Name: _____

Title: _____

Date: _____

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

By: Peter A. Bengel-doff

Name: Peter A. Bengel-doff

Title: Special Deputy Liquidator

Date: 9/28/10

AMENDED ESCROW AGREEMENT

This Amended Escrow Agreement modifies the July 2007 Escrow Agreement ("2007 Escrow Agreement") by and among CLEAVERBROOKS, INC., formerly known as AQUA-CHEM, INC., (the "**Company**") ROGER A. SEVIGNY, COMMISSIONER OF INSURANCE OF THE STATE OF NEW HAMPSHIRE, SOLELY IN HIS CAPACITY AS LIQUIDATOR OF THE HOME INSURANCE COMPANY ("**Liquidator**"), and SunTrust Bank ("**Escrow Agent**") and is effective September 29, 2010. In the event of any inconsistency in the terms of the 2007 Escrow Agreement and this Amended Escrow Agreement, this Amended Escrow Agreement shall govern.

WITNESSETH:

WHEREAS, the Company and the Liquidator are parties to a Settlement Agreement and Mutual Release ("Settlement Agreement") which was approved by Order of the Superior Court of Merrimack County, State of New Hampshire, dated April 23, 2007, in *In the Matter of the Liquidation of The Home Insurance Company*, Docket No. 03-E-0106, pursuant to which the Company was granted a Class II priority claim in the liquidation proceeding;

WHEREAS, the terms of the Settlement Agreement required distributions on the Class II priority claim to be placed in escrow for the payment of "Defense Costs" and "Indemnity Costs" for "Asbestos Claims" (each such term, as defined below), and the Company and the Liquidator entered the 2007 Escrow Agreement to create the required escrow account;

WHEREAS, the Company assigned to Global Legacy Acquisition L.P. a company whose principal office is situated at, LOM Building, Reid Street, Hamilton, Bermuda ("Assignee") all claims and rights to receive any payments or distributions made pursuant to the Settlement Agreement, as more fully set forth in the Home Assignment Agreement ("Assignment Agreement") dated August 12, 2010 and amended September 7, 2010; and

WHEREAS, the Settlement Agreement was amended effective September 21, 2010 to provide that the consideration paid pursuant to the Assignment Agreement be payable to and deposited in escrow for the payment of "Defense Costs" and "Indemnity Costs" for "Asbestos Claims" (each such term defined below);

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

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

0. Definitions

- (a) "Asbestos Claims" shall mean past, present or future claims or lawsuits against

the Company, by whomever brought and in whatever procedural posture they may arise, seeking compensable damages or other relief for bodily injury, disease or death alleged to have been caused in whole or in part by exposure to asbestos or asbestos-containing products for which the Company is alleged to be responsible.

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

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

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

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

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

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

2. Investment of Escrow Fund.

(a) Escrow Agent shall invest the Escrow Fund (including, for the avoidance of doubt, any interest, income, distributions or gains thereon and without distinction between principal and income) as directed in writing by the Company, subject to the approval of the Liquidator, in accordance with the Investment Selection Instructions attached as **Schedule A** hereto, which are incorporated herein by reference.

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

3. **Distribution of Escrow Fund.**

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

(a) Escrow Agent shall disburse to any Person (as defined below) all or any portion of the Escrow Fund if and as so instructed pursuant to a final decision of a court (or arbitrator) of competent jurisdiction, which is either non-appealable or with respect to which the time for appeal has expired without the filing of a timely appeal, directing the distribution of all or such portion of the Escrow Fund. Such decision may be presented by outside counsel to any party, together with a certification of such counsel to Escrow Agent and to the other parties hereto that the decision satisfies the requirements of this paragraph. For purposes of this Agreement, "**Person**" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a governmental or regulatory authority and including the Company and the Liquidator. The Escrow Agent shall have no independent duty to determine whether any decision furnished to Escrow Agent conforms to the requirements of this Agreement, but shall rely conclusively and without further inquiry on any certification of legal counsel provided to Escrow Agent.

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

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

4. **Payments and Accounting.**

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

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

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

5. **Compensation and Indemnification of Escrow Agent**

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

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

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

(d) If any Losses incurred under **Section 5(b)**, or any obligations owed to Escrow Agent under **Section 5(c)** are not paid promptly after they become due, Escrow Agent may

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

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

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

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

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

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

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

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

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

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

Agent by any party to this Agreement. The Escrow Agent shall not be obligated to take any legal action or to commence any proceedings in connection with this Agreement or any funds held hereunder or to appear in, prosecute or defend in any such legal action or proceedings.

8. **Exculpatory Provisions.**

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

(b) Escrow Agent shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of Escrow Agent (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God or war, or the unavailability of the The Liquidator Reserve Bank wire or telex or other wire or communication facility).

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

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

termination as to which Escrow Agent is not relieved from liability pursuant to **Section 8(a)**. The provisions of this Section 9 and Section 5 above shall survive the termination of this Agreement and any resignation or removal of the Escrow Agent.

10. **Clarifications: Conflicting Claims**

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

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

11. **Governing Law and Dispute Resolution**.

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

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

(c) Disputes solely as among the Company and/or the Liquidator, on the one hand, and Escrow Agent, on the other hand, shall be brought in the federal court sitting for the city where the Escrow Agent has its principal place of business or, if that court lacks subject matter jurisdiction, any state court sitting in the city where the Escrow Agent has its principal place of business. Each party hereto hereby submits to the personal jurisdiction of, and each agrees that all proceedings described in the previous sentence hereto shall be brought in, such courts. Each party hereto hereby waives the right to trial by jury and to assert counterclaims in any such proceedings described in this **Section 11(c)**. To the extent that in any jurisdiction any party hereto may be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (whether before or after judgment) or other legal process, each party hereto hereby irrevocably agrees not to claim, and hereby waives, such immunity for purposes of this **Section 11 (c)**. Each party hereto waives personal service of process and consents to service of process by certified or registered mail, return receipt requested, directed to it at the address last specified for notices hereunder, and such service shall be deemed completed then (1) calendar days after the same is so mailed for purposes of this **Section 11(c)**.

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

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

(i) If to the Company:

P. Welch Goggins, Jr.
President and CEO, CleaverBrooks, Inc.
221 Law St
Thomasville, GA 31792
Telephone: (229) 227-5319
Facsimile: (229) 226-5270
wgoggins@CleaverBrooks.com
With a copy to:

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

Telephone: (414) 273-2100
Facsimile: (414) 223-5000
tobrien@whdlaw.com

(ii) If to Escrow Agent:

Nickida Dooley
Trust Officer
SunTrust Bank
Mail Code HDQ-5307
919 E. Main Street
Richmond, Virginia 23219
Telephone: 804-782-7610
Facsimile: 804-782-5858
E-mail Address: nickida.dooley@suntrust.com

(iii) If to the Liquidator:

Thomas W. Kober, Chief Claims Officer
The Home Insurance Company in Liquidation
61 Broadway, 6th Floor
New York, NY 10006-2504
Telephone: (212) 530-4001
Facsimile: (212) 299-3824

with a copy to:
Eric A. Smith
Rackemann, Sawyer & Brewster, P.C.
160 Federal Street
Boston, MA 02110-1700
Telephone: (617) 951-1127
Facsimile: (617) 542-7437

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

(c) Contemporaneously with the execution and delivery of this Agreement and, if necessary, from time to time thereafter, each of the parties to this Agreement (other than the Escrow Agent) shall execute and deliver to the Escrow Agent a Certificate of Incumbency substantially in the form of **Schedule C** hereto (a "Certificate of Incumbency") for the purpose of establishing the identity and authority of persons entitled to issue notices, instructions or directions to the Escrow Agent on behalf of each such party. Until such time as the Escrow Agent shall receive an amended Certificate of Incumbency replacing any Certificate of

Incumbency theretofore delivered to the Escrow Agent, the Escrow Agent shall be fully protected in relying, without further inquiry, on the most recent Certificate of Incumbency furnished to the Escrow Agent. Whenever this Agreement provides for joint written notices, joint written instructions or other joint actions to be delivered to the Escrow Agent, the Escrow Agent shall be fully protected in relying, without further inquiry, on any joint written notice, instructions or action executed by persons names in such Certificate of Incumbency

13. **Miscellaneous.**

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

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

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

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

(e) **Entire Agreement; Binding Effect.** This Agreement (together with the Settlement Agreement as amended in the case of parties other than the Escrow Agent) shall constitute the entire agreement of the parties with respect to the subject matter and supersedes all prior oral or written agreements in regard thereto. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, provided, that no assignment of this Agreement may be effected without the express written consent of each of the other parties hereto.

(f) **Termination.** This Agreement shall terminate upon all funds having been disbursed from the Escrow Account. The Parties understand and expect that the funds will be exhausted by payment of Defense Costs and Indemnity Costs; however, in the event Defense Costs and Indemnity Costs cease before all funds are disbursed from the Escrow Account, the

Company and the Liquidator shall jointly seek an order from a court or arbitrator directing the disposition of remaining funds as contemplated in Section 3(a) and the Escrow Agent shall distribute such funds in accordance with such directions and shall rely conclusively and without further inquiry on any instrument which purports to constitute such an order. The provisions of Sections 5, 6, 7, 8, and 11 shall survive termination of this Agreement and/or the resignation or removal of Escrow Agent.

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

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

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

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

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

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

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

CLEAVERBROOKS, INC.

By: 

Name: P. Welch Goggins, Jr.

Title: President, CEO

Federal Tax Id No. 39-1900496

SUNTRUST BANK, as Escrow Agent

By: Nickida Dooley
Name: Nickida Dooley
Title: Trust Officer

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

By: _____
Name: Thomas W. Kober
Title: Chief Claims Officer

SUNTRUST BANK, as Escrow Agent

By: _____
Name: Nickida Dooley
Title: Trust Officer

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

By: *Peter A. Berger*
Name: Thomas W. Kober *Peter A. Berger*
Title: Chief Claims Officer *Special Deputy Liquidator*

Schedule A

To: SunTrust Bank

I direct and authorize you to invest all temporary cash and the portion of my account(s) that is appropriate to maintain in cash or cash equivalents in a SunTrust Bank deposit option or Federated Funds money market fund, as follows:

Check One:

- | | |
|--|--|
| <input checked="" type="checkbox"/> SunTrust Institutional Money Market Deposit Option | <input type="checkbox"/> SunTrust Non-Interest Deposit Option |
| <input type="checkbox"/> Federated Prime Obligations Fund (POIXX) | <input type="checkbox"/> Federated Treasury Obligations Fund – Institutional share class (TOIXX) |
| <input type="checkbox"/> Federated Tax Free Obligations Fund (TBIXX) | <input type="checkbox"/> Federated Treasury Obligations Fund – Institutional Capital share class (TOCXX) |
| <input type="checkbox"/> Federated Municipal Obligations (MOFXX) | <input type="checkbox"/> Federated Government Obligations Fund (GOIXX) |
| <input type="checkbox"/> Other: _____ | |

I acknowledge and consent that:

- I understand that investments in the SunTrust Institutional Money Market Deposit Option are insured, subject to the applicable rules and regulations of the Federal Deposit Insurance Corporation (the "FDIC"), in the basic FDIC insurance amount of \$250,000 through December 31, 2013, including principal and accrued interest up to a total of \$250,000*. The Parties understand that deposits in the SunTrust Institutional Money Market Deposit Option are not secured. Further, I understand that the SunTrust Institutional Money Market Deposit Option has **monthly withdrawal/disbursement restrictions of a maximum of 6 per month** and that should the maximum be reached in any one calendar month, the funds will be moved to a SunTrust Bank non-interest bearing deposit option until the beginning of the following month unless an alternate investment vehicle is selected for this purpose.

Alternate Investment Vehicle: _____

- I may view prospectuses and other Federated fund materials, including fee information, at www.federatedinvestors.com.
- SunTrust Bank may receive compensation in exchange for services ("fees for services") that it provides to various Federated money market mutual funds. These fees for services shall be in addition to, and will not reduce, SunTrust Bank's compensation. Such fees for services will not be paid directly by your account, but will be paid to SunTrust Bank by Federated. The compensation rate to be paid by Federated for such fees for services shall be 0.10% (10 basis points) annually of the total amount of the account assets invested in the Federated money market mutual fund. If your assets are invested in the Institutional Capital Shares of Federated Treasury Obligations Fund, SunTrust Bank will receive additional fees for services paid by Federated Treasury Obligations Fund in an amount equal to 0.10% (10 basis points) annually of the total amount of the account assets invested in the Federated Treasury Obligation Fund's Institutional Capital Shares. The fees for services are subject to change without notice.
- I understand no transaction charge will be imposed on the account(s) listed below with respect to that portion of the account(s) invested in Federated Funds;
- I understand that investment funds, except for the SunTrust Deposit options, are not bank deposits and are not obligations of, or insured, endorsed or guaranteed by any SunTrust Bank or their affiliates, the Federal Deposit Insurance Corporation, the Federal Reserve Board or any other government agency. I further understand that investment in any mutual fund involves some investment risk, including the possible loss of principal.
- I have full power to direct and authorize investments in account(s) identified below.

This direction and authorization shall continue in effect until revoked by written instruction delivered to the Bank. Until a replacement fund is provided to the Bank all funds will be held in cash.

Date:	
Account Name and Number:	
X	X
<i>Name (printed or typed)</i>	<i>Signature</i>

*The standard FDIC insurance amount of \$250,000 per depositor is in effect through December 31, 2013. On January 1, 2014, the standard insurance amount will return to \$100,000 per depositor for all account categories except IRAs and other certain retirement accounts, which will remain at \$250,000 per depositor.



Schedule B

**SunTrust Bank, as Escrow Agent
Cleaver-Brooks, Inc.**

Schedule of Fees & Expenses

Acceptance/Legal Review Fee: **\$500.00** – one time only and payable at the time of the bank's attorney review of the escrow agreement

The Legal Review Fee includes review of all related documents and accepting the appointment of Escrow Agent on behalf of SunTrust Bank. The fee also includes setting up the required account(s) and accounting records, document filing, and coordinating the receipt of funds/assets for deposit to the Escrow Account. This is a one-time fee payable upon execution of the Escrow Agreement. As soon as SunTrust Bank's outside counsel begins to review the escrow agreement, the legal review fee is subject to payment regardless if the parties decide to appoint a different escrow agent or a decision is made that the escrow agreement is not needed.

Administration Fee: **\$7,500.00** – payable at the time of signing the escrow agreement and on the anniversary date thereafter, if applicable

The Administration Fee includes providing routine and standard services of an Escrow Agent. The fee includes administering the escrow account, performing investment transactions, processing cash transactions (including wires and check processing), disbursing funds in accordance with the Agreement (note any pricing considerations below), and providing trust account statements to applicable parties for a twelve (12) month period. If the account remains open beyond the twelve (12) month term, the parties will be invoiced each year on the anniversary date of the execution of the Escrow Agreement. Additional fees will be billed for processing claim notices and/or objections. Extraordinary expenses, including legal counsel fees, will be billed as out-of-pocket. The Administration Fee is due upon execution of the Escrow Agreement.

Out-of-Pocket Expenses: **At Cost**

Out-of-pocket expenses such as, but not limited to, postage, courier, overnight mail, insurance, money wire transfer, long distance telephone charges, facsimile, stationery, travel, legal (out-of-pocket to counsel) or accounting, will be billed at cost.

Note: This fee schedule is based on the assumption that the escrowed funds will be invested in SunTrust Bank's Money Market Deposit Option.

SunTrust Bank
Deb Spitale
404.588.7191
deb.spitale@suntrust.com

SCHEDULE C

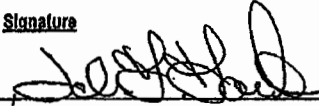
Certificate of Incumbency

(List of Authorized Representatives)

Re: Escrow Agreement dated _____, among SunTrust Bank, CleaverBrooks, Inc. and Roger A. Sevigny, Commissioner of Insurance of the State of New Hampshire, Solely in His Capacity as Liquidator of The Home Insurance Company(the "Escrow Agreement)

Client Name: CleaverBrooks, Inc.

As an Authorized Officer of the above referenced entity, I hereby certify that the each person listed below is an authorized signor for such entity, and that the title and signature appearing beside each name is true and correct.

<u>Name</u>	<u>Title</u>	<u>Signature</u>	<u>Contact Number</u>
John F. Tarnetta	Manager of Technical Services		414-577-2746

IN WITNESS WHEREOF, this certificate has been executed by the duly authorized officer whose name and title are set forth below:

CleaverBrooks, Inc.

By: _____
Name and Title

SCHEDULE C-1

Certificate of Incumbency

(List of Authorized Representatives)

Re: Escrow Agreement dated _____, among SunTrust Bank, CleaverBrooks, Inc. and Roger A. Sevigny, Commissioner of Insurance of the State of New Hampshire, Solely in His Capacity as Liquidator of The Home Insurance Company (the "Escrow Agreement")

Client Name: The Home Insurance Company in Liquidation

As an Authorized Officer of the above referenced entity, I hereby certify that the each person listed below is an authorized signor for such entity, and that the title and signature appearing beside each name is true and correct.

Name	Title	Signature	Contact Number
THOMAS W. KOBER	Chief Claims Officer	<i>Thomas W. Kober</i>	212-530-4001

IN WITNESS WHEREOF, this certificate has been executed by the duly authorized officer whose name and title are set forth below.

Roger A. Sevigny, Commissioner of Insurance
of the State of New Hampshire, Solely in His
Capacity as Liquidator of The Home Insurance Company

By: *Peter A Bengelsdorf*
Name and Title
Peter A Bengelsdorf
Special Deputy Liquidator

EXHIBIT A-1

Form of Disbursement Request: Indemnity Costs

To: SunTrust Bank
Mail Code HDQ-5307
919 E. Main Street
Richmond, Virginia 23219
Attention: Nickida Dooley, Trust Officer
Telephone: 804-782-7610
Facsimile: 804-782-5858

Thomas W. Kober, Chief Claims Officer
The Home Insurance Company in Liquidation
61 Broadway, 6th Floor
New York, NY 10006-2504
Telephone: (212) 530-4001
Facsimile: (212) 299-3824

Date:

Dear Sir or Madam:

Re: Amended Escrow Agreement dated September 2010 (the
“**Agreement**”)

CLEVERBROOKS, INC. (the “**Company**”) requests that SunTrust Bank (the
“**Escrow Agent**”), acting in its capacity as Escrow Agent pursuant to the Agreement, make a
disbursement from the Escrow Fund pursuant to and in accordance with the Agreement.
Capitalized terms not defined herein have the meanings assigned to such terms in the Agreement.

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

The Company hereby certifies, represents and warrants as follows:

1. The amounts for which disbursement is sought hereunder reflect, to the best of the

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

Company's knowledge and belief after due inquiry, solely "Indemnity Costs" for "Asbestos Claims", as defined in the Agreement.

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

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

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

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

CLEAVERBROOKS, INC.

By: _____

Name:

Title:

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

Notary Public

My commission expires:

EXHIBIT A-2

Form of Disbursement Request: Defense Costs

To: SunTrust Bank
Mail Code HDQ-5307
919 E. Main Street
Richmond, Virginia 23219
Attention: Nickida Dooley, Trust Officer
Telephone: 804-782-7610
Facsimile: 804-782-5858

Thomas W. Kober, Chief Claims Officer
The Home Insurance Company in Liquidation
61 Broadway, 6th Floor
New York, NY 10006-2504
Telephone: (212) 530-4001
Facsimile: (212) 299-3824

Date:

Dear Sir or Madam:

Re: Amended Escrow Agreement dated September 2010 (the
"Agreement")

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

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

The Company hereby certifies, represents and warrants as follows:

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

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

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

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

CLEAVERBROOKS, INC.

By: _____

Name:

Title:

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

Notary Public

My commission expires: