

# EXHIBIT

2

**FUNDING PAYMENT AGREEMENT  
(Classes 5 through 19)**

*Between*

**DOW CORNING CORPORATION, THE DOW CHEMICAL  
COMPANY, CORNING INCORPORATED, AND  
THE CLAIMANTS' ADVISORY COMMITTEE**

PURSUANT TO THE  
AMENDED JOINT PLAN OF REORGANIZATION OF  
DOW CORNING CORPORATION  
DATED FEBRUARY 4, 1999

REORGANIZED DEBTOR IN CHAPTER 11 CASE No. 95-20512  
IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
NORTHERN DIVISION

EFFECTIVE DATE: JUNE 1, 2004

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**FUNDING PAYMENT AGREEMENT  
(Classes 5 through 19)**

THIS FUNDING PAYMENT AGREEMENT (the "Agreement") is between Dow Corning Corporation, a Michigan corporation, as reorganized pursuant to the confirmed Amended Joint Plan of Reorganization in case number 95-20512 in the United States Bankruptcy Court for the Eastern District of Michigan, Northern Division ("Dow Corning"), The Dow Chemical Company ("Dow Chemical") and Corning Incorporated ("Corning") and together with Dow Chemical (the "Shareholders"), and the Claimants' Advisory Committee designated pursuant to the Settlement Facility Agreement (the "Claimants' Advisory Committee") (collectively, the "Parties"), pursuant to the Amended Joint Plan of Reorganization of Dow Corning dated as of February 4, 1999, as further amended, modified, or supplemented from time to time (the "Plan") and confirmed by order (the "Confirmation Order") of the United States Bankruptcy Court for the Eastern District of Michigan (the "Court") dated November 30, 1999.

**RECITALS**

A. On May 15, 1995, Dow Corning filed a petition for reorganization under chapter 11 of the Bankruptcy Code in the Court.

B. The Confirmation Order and the Plan provide for the resolution of certain Claims pursuant to the Settlement Facility and the Litigation Facility.

C. Dow Corning has agreed to make payments to or for the benefit of the Settlement Facility and the Litigation Facility in full satisfaction and discharge of all Claims in Classes 5 through 19 (other than Classes 6A, 6B, 6C, and 6D) as provided in the Plan.

D. The Plan provides that Dow Corning shall make payments pursuant to the Quebec Breast Implant Settlement Agreement, the Ontario Breast Implant Settlement Agreement, the B.C. Class Action Settlement Agreement, and the Australia Breast Implant Settlement Option, either directly or through the Settlement Facility, which payments shall be credited against the amounts due under this Agreement.

E. As part of the Plan, Dow Corning and Dow Chemical have agreed to allocate certain assets to or on behalf of the Settlement Facility and the Litigation Facility pursuant to the Insurance Allocation Agreement to pay Allowed Claims and expenses of the Settlement Facility and the Litigation Facility (collectively, the "Fundable Expenditures").

F. Dow Chemical and Corning have agreed to advance funds to Dow Corning under certain circumstances to provide liquidity in the event that Dow Corning experiences cash flow shortfalls that would prevent it from making those payments required pursuant to Section 2.01 herein.

G. In consideration of the assignment of the LTCI Indemnities by Dow Corning to the Litigation Facility, Dow Corning and the other Released Parties shall receive a full release, satisfaction, and discharge of all Claims in Classes 18 and 19 to the extent provided in the Plan.

NOW THEREFORE, in accordance with the Plan and the Confirmation Order, and in consideration of the valuable consideration expressed herein, the Parties agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

1.01 *Incorporation of Definitions.* Unless the context requires otherwise, all capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Plan, the Disclosure Statement, the Settlement Facility Agreement, the Depository Trust Agreement, the Litigation Facility Agreement, the Insurance Allocation Agreement, and the Bankruptcy Code — in that order, which definitions are incorporated herein by this reference for all purposes.

1.02 *Additional Definitions.* Unless the context requires otherwise, the following terms used in this Agreement shall have the respective meanings set forth below.

(a) "Insurance Proceeds" means the proceeds from the Shared Insurance Assets allocated to Dow Corning under the Insurance Allocation Agreement and the proceeds received with respect to products liability and completed operations claims pursuant to the insurance policies listed on Exhibit "A" to this Agreement.

(b) "Interest Accrual Date" is April 30, 1999, unless Dow Corning prevails in litigation before the Court with the Commercial Committee, or other representatives of the Class 4 Claimants, to fix the amount of Class 4 Claims (and such decision is not reversed on appeal by the District Court), in which case the Interest Accrual Date shall be March 31, 1999.

(c) "Depository Trust Agreement" means the Second Amended and Restated Depository Trust Agreement among Dow Corning Corporation, the Tort Claimants' Committee, the Claimants' Advisory Committee, and Wells Fargo Bank, National Association dated June 1, 2004 as it may be amended from time to time.

1.03 *Settlement Facility.* Pursuant to the Settlement Facility Agreement, a Depository Trust (as defined therein) has been established. All assets (including but not limited to funds and interests in insurance policies and Insurance Proceeds) of the Settlement Facility shall be received, held, invested and disbursed by the Depository Trust on behalf of the Settlement Facility in accordance with the terms of the Depository Trust Agreement. Notwithstanding anything to the contrary contained in this Agreement, whenever this Agreement refers to the Settlement Facility or Settlement Fund receiving, holding, investing, disbursing or otherwise dealing with assets, it shall be deemed to refer to actions taken by the Trustee in accordance with the Depository Trust Agreement.

**ARTICLE 2**  
**FUNDING PAYMENT**

2.01 *Funding Payment.* Dow Corning agrees, subject to the terms hereof, to make funding payments to the Settlement Facility up to a maximum aggregate amount of \$3,172,000,000, subject to adjustment as described in this Agreement in order to achieve a net present value of \$2,350,000,000 compounded annually as of the Effective Date after applying a discount rate of 7% per annum. In no event shall Dow Corning be required to fund (whether with Insurance Proceeds or cash) an amount in excess of a net present value of \$2,350,000,000 discounted at the rate of 7% per annum to the Effective Date.

(a) Pursuant to Section 7.4 of the Plan, Dow Corning has made an initial payment of \$985,000,000 (the "Initial Payment") to the Settlement Facility, as specified in Section 4.01 of the Depository Trust Agreement. In addition to the Initial Payment, Dow Corning has paid interest from and after the Interest Accrual Date until the date the Initial Payment was made to the Settlement Facility, on \$905,000,000 of the Initial Payment amount. The amount of interest to be paid by Dow Corning under this subsection was the actual interest earned by Dow Corning (without any deduction for taxes, expenses or any other item) on the \$905,000,000 from the Interest Accrual Date to the Effective Date. The full amount of the Initial Payment including interest was paid as confirmed by the Stipulation and Order dated May 10, 2004. Interest paid on the Initial Payment pursuant to this subsection (a) shall not be included in calculating the payment of the net present value of \$2,350,000,000 under this Agreement or applied as an amount paid to the Settlement Facility toward any Annual Payment Ceiling.

(i) *Insurance Proceeds Received After the Effective Date.*

a) Dow Corning agrees to contribute Insurance Proceeds that are not Shared Insurance Assets to the Trust. Dow Corning and Dow Chemical agree to contribute certain Shared Insurance Assets to the Trust. Dow Corning, Dow Chemical, and Corning have further entered into an Assignment and Security Agreement assigning all Insurance Proceeds as defined herein to the Trust. To effectuate this obligation, Dow Corning hereby agrees to use commercially reasonable best efforts to instruct all Insurance Companies listed on Exhibit D hereto (and their receivers, liquidators, or schemes of arrangement if applicable), effective June 1, 2004, to pay all Insurance Proceeds (as defined herein) directly into the Post-Effective Date Insurance Proceeds Holding Account established under Section 5.01 of the Depository Trust Agreement. Dow Corning further agrees to use commercially reasonable best efforts to ensure that this instruction is followed by all such Insurance Companies. As part of such efforts, Dow Corning shall send an irrevocable notice (by registered mail, return receipt requested or by guaranteed-overnight courier, receipt confirmed) to all such Insurance Companies (and their receivers, liquidators, or schemes of arrangement if applicable). Such notice shall contain wire payment instructions and mailing instructions (for check payments) for the Post-Effective Date Insurance Proceeds Holding Account for all Insurance Proceeds. Dow Corning will inform Insurance Companies of the amount of any payment due to Dow Corning that falls within the scope of Insurance Proceeds as defined herein. In the event that any Insurance Company erroneously pays to the Trust sums that do not fall within the definition of Insurance Proceeds, the Trust shall remit



such amount to Dow Corning as specified in the Depository Trust Agreement. Dow Corning hereby further agrees to send notice to the Insurance Companies listed on Exhibit D of its assignment to the Trust of Insurance Proceeds pursuant to the Assignment and Security Agreement. The notice shall request acknowledgement of or consent to the notice of assignment from all such Insurance Companies. Dow Corning may combine the payment instruction and the notice of the assignment into one document or separate them as appropriate. Dow Corning shall provide evidence of the mailing of the notice and the receipts confirming delivery to the Claimants' Advisory Committee, the Trustee of the Depository Trust Agreement, and the Finance Committee and shall deliver the original signed acknowledgements or consents to the Trustee. Any Insurance Proceeds received by Dow Corning in contravention of these instructions or otherwise shall be held in trust for the benefit of the Trust and paid over (minus any amount not allocable to the Trust) to the Post-Effective Date Insurance Proceeds Holding Account as soon as practicable (but no later than five (5) business days after receipt). After the Effective Date the Insurance Allocation Agreement cannot be amended without the prior written consent of the Trust after notice to the Claimants' Advisory Committee, which consent shall not be unreasonably withheld.

b) Upon reaching a settlement or obtaining a court order requiring payment of Insurance Proceeds by an Insurance Company not listed on Exhibit D, Dow Corning's obligations with respect to Insurance Companies listed in Exhibit D as set forth in the preceding subsection a) shall apply with respect to such Insurance Company.

c) If, despite commercially reasonable best efforts, Dow Corning is unable to cause any Insurance Company or its receiver, liquidator, or scheme of arrangement to pay any Insurance Proceeds directly to the Trust, Dow Corning shall use commercially reasonable best efforts to cause such Insurance Company or its receiver, liquidator, or scheme of arrangement to pay such Insurance Proceeds directly to a Segregated Trust Account (as defined in this Section). For purposes of this Section 2.01, "Segregated Trust Account" shall mean a segregated trust account established by Dow Corning in the corporate trust department of a financial institution of its choice and that is subject to an account control agreement that transfers dominion and control from Dow Corning to the Trust. Any such Insurance Proceeds shall be paid to the Trust within five (5) business days after receipt by such Segregated Trust Account.

(ii) *Insurance Proceeds Received Before the Effective Date.* Insurance Proceeds held by Dow Corning on the Effective Date shall be held in trust for the benefit of the Trust and paid to the Trust 90 days after the Effective Date and credited against the Annual Payment Ceiling for Funding Period 1, together with a Time Value Credit calculated at the rate of 7% per annum from the date of receipt of such excess by the Settlement Facility until the beginning of Funding Period 1. To the extent the amount to be credited (including the Time Value Credit) exceeds the Annual Payment Ceiling for Funding Period 1, such excess shall be credited against the Annual Payment Ceiling for Funding Period 2.

(iii) In cooperation with the other Parties to this Agreement, Dow Corning shall use its best efforts to expedite and maximize the recovery of Insurance Proceeds.

(iv) Insurance Proceeds contributed to the Settlement Facility will, immediately upon their receipt, be made available to pay Fundable Expenditures subject to the terms of Section 5.01 of the Insurance Allocation Agreement.

(v) Nothing in this Funding Payment Agreement is intended to amend or modify the terms of the Insurance Allocation Agreement or the Settlement Agreement Among Dow Corning Corporation, Hoechst Marion Roussel, Inc. Hoechst Corporation, and the Dow Chemical Company.

(b) For each twelve-month period commencing on the first anniversary of the Effective Date of the Plan (each, a "Funding Period"), Dow Corning shall be obligated to fund up to the amount of the "Annual Payment Ceiling" listed in this subsection (subject to adjustment as provided in this Agreement) to the Settlement Facility, as provided in Section 2.02, until such payments have been made, as follows:

<u>Funding Period</u>	<u>Annual Payment Ceiling</u>
Funding Period 1:	\$47,000,000
Funding Period 2:	103,000,000
Funding Period 3:	374,000,000
Funding Period 4:	204,000,000
Funding Period 5:	205,000,000
Funding Period 6:	113,000,000
Funding Period 7:	31,000,000
Funding Period 8:	149,000,000
Funding Period 9:	149,000,000
Funding Period 10:	186,000,000
Funding Period 11:	189,000,000
Funding Period 12:	188,000,000
Funding Period 13:	80,000,000
Funding Period 14:	34,000,000
Funding Period 15:	73,500,000
Funding Period 16:	61,500,000

(c) Dow Corning's obligation to fund up to the amount of the applicable Annual Payment Ceiling shall continue until the earlier of (i) the date when all Allowed Claims in each of Classes 5 through 19 and all other obligations of the Settlement Facility and the

Litigation Facility have been paid, all Claims filed have been liquidated and paid or otherwise finally resolved, and no new timely Claims have been made against the Settlement Facility or the Litigation Facility for two consecutive Funding Periods; or (ii) the payment of all amounts required by this Agreement. Upon the occurrence of one or more of the events set forth in the immediately preceding sentence, Dow Corning shall seek confirmation from the Court, after notice to all other Parties and the opportunity for hearing, that Dow Corning's funding obligations under this Agreement are terminated.

2.02 *Funding Annual Payment Ceiling Obligations.*

(a) From and after the commencement of Funding Period 1, on or about the first business day but in no event after the fifth business day of each month, the Claims Administrator shall deliver to Dow Corning a "Projected Funds Notice." A Projected Funds Notice shall be in writing, setting forth the Claims Administrator's determination of the amount (the "Projected Funds Notice Amount") expected to be required by the Settlement Facility to pay Fundable Expenditures for each month during the following three monthly periods in excess of funds on hand and available to pay Fundable Expenditures plus a reserve equal to the greater of \$1,000,000 or three (3) months operating expenses for the Settlement Facility based on the average actual expenses or, for the first such Notice, a reasonable estimate; *provided*, that a Projected Funds Notice Amount covering any Funding Period shall not exceed the amount, if any, by which the applicable Annual Payment Ceiling, as adjusted pursuant to this Agreement for such Funding Period, exceeds previous payments in such Funding Period by Dow Corning.

(b) On or before the fifth business day of each month, commencing with the second month of Funding Period 1, the Claims Administrator shall provide notice to Dow Corning of the Fundable Expenditures actually incurred (an "Actual Expenditures Notice") during the immediately preceding month.

(i) The amount of the Actual Expenditures Notice shall not exceed the amount, if any, by which the applicable Annual Payment Ceiling, as adjusted pursuant to this Agreement for such Funding Period, exceeds previous payments in such Funding Period by Dow Corning. The Actual Expenditures Notice shall take into account the cash held by the Settlement Facility and the maintenance of reserves as required by subsection (a) above. Unless the Court orders otherwise, Dow Corning shall pay the amount of the Actual Expenditures Notice in cash within three (3) business days of the receipt of an Actual Expenditures Notice.

(ii) In the event that Dow Corning objects to an Actual Expenditures Notice, it shall nonetheless timely pay the amount of the Actual Expenditures Notice. However, Dow Corning shall be entitled to seek Court review of the Actual Expenditures Notice and any amounts paid under it. The Court, after hearing, may reform the amount due pursuant to any Actual Expenditures Notice and may order the amount of the next payment due from Dow Corning reduced by an appropriate amount to compensate for any overpayment.

(iii) Dow Corning shall be required to make cash payments pursuant to the schedule provided in Section 2.01(b) only if and to the extent that such payments are

required to pay Fundable Expenditures and maintain required reserves, after taking into account the cash held by the Settlement Facility and subject to the Annual Payment Ceilings set forth in that schedule (as adjusted).

(iv) The Claims Administrator may apply to the Court for a modification of the procedures set forth in this Section 2.02(a) and/or (b) to more efficiently execute the purposes of the Plan, after notice to all other Parties and the opportunity for hearing. However, these procedures shall not be modified to require Dow Corning to make cash contributions for advance payment of Claims before such Claims become Fundable Expenditures.

(c) Insurance Proceeds received after the Effective Date of the Plan will be paid to the Settlement Facility pursuant to Section 2.01(a)(i). The Annual Payment Ceiling shall not limit the amount of Insurance Proceeds to be paid to the Settlement Facility during any Funding Period. Insurance Proceeds received by the Settlement Facility and not previously allocated, shall be credited against Annual Payment Ceilings as they become due and payable, except with respect to the adjustments required by Section 2.03.

(d) In any Funding Period after Funding Period 2 in which the total amount of cash and Insurance Proceeds received by the Settlement Facility exceeds the applicable Annual Payment Ceiling (as adjusted pursuant to Sections 2.03-2.05), the excess over the Annual Payment Ceiling will be credited against the Annual Payment Ceiling in the next Funding Period(s), together with a Time Value Credit calculated at the rate of 7% per annum from the date of receipt of the excess by the Settlement Facility until the beginning of the next Funding Period.

(e) In any Funding Period in which the total amount funded to the Settlement Facility is less than the Annual Payment Ceiling (as adjusted) then in effect, the next succeeding Annual Payment Ceiling shall be increased in order to maintain the overall net present value provided in Section 2.01(a). The amount of such increase shall equal the difference between the amount funded to the Settlement Facility in such Funding Period and the Annual Payment Ceiling for such Funding Period (as adjusted), plus 7%.

(f) Each Annual Payment Ceiling shall be increased to account for the difference in value between the net present value as of the Effective Date of the Annual Payment Ceiling for the preceding Funding Period (which was computed assuming payment of the ceiling amount in full on the first day of such Funding Period) and the net present value as of the Effective Date of payments as actually made during such Funding Period.

*2.03 Adjustments to Annual Payment Ceilings Required by Excess Insurance Proceeds.* As Excess Insurance Proceeds (as defined herein) are received by the Settlement Facility, they shall be used for Fundable Expenditures.

(a) "Excess Insurance Proceeds" are Insurance Proceeds in excess of the Annual Payment Ceiling received by the Settlement Facility during the following time periods:

(i) During the period from the day after the Effective Date until the end of Funding Period 1, Insurance Proceeds in excess of the Annual Payment Ceiling for Funding Period 1 as adjusted pursuant to Section 2.01(a)(ii);

(ii) During Funding Period 2, Insurance Proceeds in excess of the Annual Payment Ceiling for Funding Period 2 as adjusted pursuant to Section 2.01(a)(ii).

(b) Excess Insurance Proceeds shall be credited against future Annual Payment Ceilings as provided in this Section 2.03 to adjust the Annual Payment Ceilings in Section 2.01(b) so as to maintain a net present value for the aggregate maximum payments of \$2,350,000,000, discounted at the rate of 7% per annum, to the Effective Date. To achieve this, the amount of such credit shall equal the amount of the Excess Insurance Proceeds plus an additional amount (the "Time Value Credit") calculated at the rate of 7% per annum, compounded annually, from the date of receipt of the Excess Insurance Proceeds until the first day of the Funding Period for the Annual Payment Ceiling against which they are to be credited becomes due. Excess Insurance Proceeds together with the applicable Time Value Credit will be credited against Annual Payment Ceilings due in each of Funding Periods 5 through 8, in the following proportions:

Funding Period 5: 50% of Excess Insurance Proceeds and the applicable Time Value Credit thereon;

Funding Period 6: 30% of Excess Insurance Proceeds and the applicable Time Value Credit thereon;

Funding Period 7: 10% of Excess Insurance Proceeds and the applicable Time Value Credit thereon;

Funding Period 8: 10% of Excess Insurance Proceeds and the applicable Time Value Credit thereon.

To the extent that the amount to be credited under this subsection exceeds the relevant Annual Payment Ceiling obligation, the excess amount will be credited against Annual Payment Ceilings due in the immediately succeeding Funding Period(s) including the applicable Time Value Credit.

(c) The Claims Administrator, with the assistance of the Finance Committee, will calculate the adjustments, if any, to each Annual Payment Ceiling that are required by this Section 2.03. On or before ninety (90) days prior to the end of Funding Period 4, the Claims Administrator will send notice to the Parties of the adjustments, if any, in the Annual Payment Ceilings that are required by subsection 2.03(b). Each Party may file a written objection to the Claims Administrator's determination of any such adjustments to the Annual Payment Ceilings under this Section 2.03 within fifteen (15) days of receipt of such notice. Objections to the Claim's Administrator's determination shall be resolved by the Court after notice to all Parties and the opportunity for hearing. Payments will be made hereunder in accordance with the calculation of the Claims Administrator pending resolution by the Court.

2.04 *Modification of Annual Payment Ceilings By Reason of Excess Insurance Proceeds.*

(a) If Excess Insurance Proceeds are received by the Settlement Facility (i) during the period from the day after the Effective Date until the end of Funding Period 1 or (ii) during Funding Period 2, Dow Corning may elect to modify the Annual Payment Ceilings as provided in this Section 2.04.

(b) Subject to subsection (c) below, if either of the conditions in subsection (a) is satisfied, Dow Corning may elect by notice delivered not less than fifteen (15) days prior to the commencement of the applicable Funding Period to reduce the Annual Payment Ceiling for Funding Periods 2, 3, and/or 4 in the event that condition (a)(i) is satisfied or for Funding Periods 3 and/or 4 in the event that condition (a)(ii) is satisfied, provided that the dollar amount of such reductions shall not exceed the dollar amount of Excess Insurance Proceeds and such Annual Payment Ceilings shall not be reduced below (i) \$20,000,000 during Funding Period 2, (ii) \$131,000,000 during Funding Period 3, and (iii) \$116,000,000 during Funding Period 4.

(c) If Dow Corning elects to reduce the amount of any Annual Payment Ceiling in Funding Periods 2, 3, and/or 4 as provided in subsection (b) above, the amount of the Annual Payment Ceiling in later applicable Funding Periods shall be increased by a corresponding amount, together with a Time Value Credit calculated at the rate of 7% per annum compounded annually under this Section 2.04, so as to preserve a total maximum net present value as of the Effective Date of the aggregate Annual Payment Ceilings, as follows:

(i) During the thirty days prior to the fifth anniversary of the Effective Date, the Annual Payment Ceiling for Funding Period 5 shall be increased by the lesser of the amount of such required increase plus the applicable Time Value Credit and the amount available under the Credit Facility; and

(ii) To the extent that the adjustment made pursuant to subsection (c)(i) above in respect of any reduction of an Annual Payment Ceiling for a Funding Period reduced pursuant to subsection (b) above is less than the full amount of the required increase, then the Annual Payment Ceiling for the fifth Funding Period after such Funding Period shall be increased by the amount of the required increase not provided pursuant to subsection (c)(i) plus the applicable Time Value Credit.

(d) If Dow Corning does not elect to reduce the amount of any Annual Payment Ceiling as set forth in this Section, the Annual Payment Ceiling shall remain as set forth in Section 2.01(b), as adjusted. Notwithstanding Dow Corning's election, if any, to reduce the amount of any Annual Payment Ceiling as set forth in this Section, the amounts and terms of Annual Payment Ceilings not directly altered in respect of any such election shall remain the same as set forth in Section 2.01(b), as adjusted.

2.05 *Adjustments to Annual Payment Ceilings (Other than Adjustments Required for Excess Insurance Proceeds).* This Section does not apply to adjustments required by Section 2.03.



(a) The Claims Administrator, with the assistance of the Finance Committee, will calculate the adjustments, if any, to Annual Payment Ceilings that are required by this Agreement. Any Party may request and shall be entitled to receive from the Claims Administrator such details as to the determination of the Claims Administrator or the facts in relation thereto as it reasonably requires to evaluate such determination.

(i) On or before ninety (90) days prior to the beginning of a Funding Period for which such an adjustment is required, the Claims Administrator shall give notice to the Parties of the applicable adjustment.

(ii) Unless a longer time period is necessary to process all remaining Claims, within ninety (90) days after the end of Funding Period 16, the Claims Administrator shall make a determination, based on the timing of actual receipt of all payments previously made to the Settlement Facility, of the amount necessary to achieve payments of a total net present value of \$2,350,000,000 compounded annually as of the Effective Date after applying a discount rate of 7% per annum. To the extent Fundable Expenditures then remain to be paid, Dow Corning shall make a final payment to the Settlement Facility equal to the lesser of (x) the unpaid Fundable Expenditures or (y) the net present value shortfall calculated under this subsection (ii) (the "Final Payment Amount"). The Final Payment Amount required by this subsection, if any, shall be paid within thirty (30) days after receipt of notice of the Final Payment Amount from the Claims Administrator; *provided*, that any Party may file within twenty (20) days after receipt of such notice from the Claims Administrator with the other Parties a written objection to the Claims Administrator's determination of the Final Payment Amount. Any such objections to the Claims Administrator's determination of the Final Payment Amount shall be resolved by the Court after notice to all Parties and the opportunity for hearing. In the event such an objection is filed, Dow Corning shall pay the amount of the Final Payment as determined by the Court within three (3) business days of the Court's determination.

(b) To the extent that any Party believes an adjustment is required to an Annual Payment Ceiling and the Claims Administrator has not made a determination as provided in subsection (a) above, such Party may request that the Claims Administrator make a determination that a change in the next Annual Payment Ceiling is required on or before sixty (60) days prior to the beginning of the Funding Period for which it reasonably believes that such a change is required. The maker of any such request shall deliver a copy of the request to the other Parties. In the event a request for an additional determination is made under this Section, the Claims Administrator, on or before thirty (30) days after receipt of such a request, shall decide whether such an additional determination is necessary and, if so, the extent of such additional adjustment and so notify the Parties.

(c) Each Party may file with the other Parties a written objection to the Claims Administrator's determination of any adjustments to, or a decision not to adjust, Annual Payment Ceilings pursuant to Section 2.05 within thirty (30) days of receipt of such determination. Objections to the Claims Administrator's determination shall be resolved by the Court after notice to all Parties and the opportunity for hearing.

(d) Until such time as the Court determines or the Parties agree in writing otherwise, the determination of the Claims Administrator as to an adjustment to an Annual Payment Ceiling or the Final Payment Amount pursuant to Section 2.05 shall be binding on the Parties.

2.06 *This section intentionally left blank.*

2.07 *Assignment of Insurance Proceeds.* Dow Corning agrees, subject to the terms hereof, to grant, convey, sell, transfer, set-over and deliver to the Settlement Facility all of Dow Corning's right, title and interest in and to the Insurance Proceeds, including without limitation proceeds for payment of defense costs, for payment of bodily injury claims and property damage claims, and payment pursuant to settlements between Dow Corning and the insurers with respect to those listed insurance policies. On the Effective Date, Dow Corning will execute an Assignment and Security Agreement, thereby assigning to the Facility the Insurance Proceeds.

2.08 *Credit for Payments to Class 4A Claimant.* The Plan provides for payment of Prepetition Judgment Claims to certain Class 4A Claimants (the "Class 4A Claimants"). If any Claims of Class 4A Claimants are settled on or prior to the Effective Date, the Settlement Facility shall pay such amount.

2.09 *Credit for Payments Pursuant to Domestic Health Insurers Settlement Agreement.* The amount to be paid pursuant to the Domestic Health Insurers Settlement Agreement shall be paid by the Settlement Facility.

2.10 *Credit for Payments Pursuant to 6A – 6D Funds.*

(a) Dow Corning has agreed to make payments pursuant to the Quebec Breast Implant Settlement Agreement, the Ontario Breast Implant Settlement Agreement, the B.C. Class Action Settlement Agreement, and the Australia Breast Implant Settlement Option, to the Quebec Class Action Fund, the Ontario Class Action Fund, the B.C. Class Action Fund, and the Australia Breast Implant Optional Settlement Fund, respectively (the "6A – 6D Funds"). Payments to the 6A – 6D Funds shall be made by the Claims Administrator from the Settlement Facility, to the extent Funds are available to make such payments as they become due to each respective Fund under each respective settlement agreement.

(b) Payments to the 6A – 6D Funds shall be sourced from the Settlement Facility, first from payments received from settlements of excess insurance policies under which Dow Corning, its officers, directors, subsidiaries and its Shareholders, and other parties, including Dow Chemical and various of its subsidiaries and related companies (as such policies are described in Section 5.3G of the Disclosure Statement) are insureds, and second, from other sources.

(c) To the extent that funds are unavailable to make any payment due to the 6A – 6D Funds from the Settlement Facility, the Claims Administrator shall notify Dow Corning of the payment then due, the amount available to be paid, and the amount of the shortfall. Dow Corning shall be obligated to pay the amount of such shortfall. All payments to be made by Dow Corning directly to the 6A – 6D Funds on or before ninety (90) days after the Effective Date



shall be deducted from the next payment due from Dow Corning under this Agreement, and Dow Corning shall receive appropriate credit, including an NPV adjustment in its funding obligation in this Funding Payment Agreement. Payments made by Dow Corning directly to the 6A – 6D Funds shall thereafter be credited against the amounts due under this Agreement in the Funding Period in which such payments are made.

2.11 *LTCI Indemnities.* Dow Corning agrees, subject to the terms hereof, to grant, convey, sell, transfer, set-over and deliver to the Litigation Facility, without warranty or representation, all of Dow Corning's right, title and interest in and to the LTCI Indemnities as provided in the Plan pursuant to the Assignment of LTCI Indemnities (in form substantially the same as attached Exhibit "B") in full satisfaction and payment of the LTCI Claims. The sole source of payment of the LTCI Claims shall be the LTCI Indemnities, and the Manager shall not use any assets contributed by Dow Corning under any other provision of this Agreement to pay any LTCI Claims.

### **ARTICLE 3 SHAREHOLDER CREDIT FACILITY**

3.01 *Amount of Credit Facility; Amortization Schedule.* The Shareholders hereby establish a ten-year Credit Facility (the "Credit Facility"), to assist Dow Corning in the event that Dow Corning is unable to meet its obligation to fund the Settlement Facility in accordance with this Agreement. The maximum aggregate unpaid principal amount of all advances under the Credit Facility shall not exceed: (i) \$300 million prior to the fifth anniversary of the Effective Date; (ii) \$250 million from the fifth anniversary to the day before the sixth anniversary of the Effective Date; (iii) \$200 million from the sixth anniversary to the day before the seventh anniversary of the Effective Date; (iv) \$150 million from the seventh anniversary to the day before the eighth anniversary of the Effective Date; (v) \$100 million from the eighth anniversary to the day before the ninth anniversary of the Effective Date; and (vi) \$50 million from the ninth anniversary to the day before the tenth anniversary of the Effective Date. The decreasing aggregate committed amounts set forth in the preceding sentence shall be referred to herein as the "Amortization Schedule." All advances made under the Credit Facility shall be repaid in full with accrued interest thereon on or before the tenth anniversary of the Effective Date, and no funds will thereafter be made available under the Credit Facility.

#### *3.02 Triggering Events.*

(a) A "Cash Flow Shortfall" shall be deemed to exist if, at any time, Dow Corning does not have sufficient funds to meet its funding obligations to the Settlement Facility in accordance with this Agreement.

(b) Dow Corning must call upon the Shareholders to lend funds under the Credit Facility if Dow Corning elects to modify the Annual Payment Ceilings under Section 2.04 of this Agreement and a Cash Flow Shortfall exists by reason of its obligation under Section 2.04(c).

3.03 *Cash Flow Shortfalls; Call Notices.* In the event that a Cash Flow Shortfall exists, Dow Corning shall be entitled to call upon the Shareholders to lend funds to Dow Corning under the Credit Facility subject to the terms of this Article 3. In such case, Dow Corning shall issue a "Call Notice" to the Shareholders to initiate lending under the terms of the Credit Facility. The following provisions shall apply to Call Notices:

(a) A Call Notice may not be made more frequently than monthly.

(b) A Call Notice must be in writing and accompanied by a written report from Dow Corning (certified by an executive officer of Dow Corning) describing in detail the amount of Cash Flow Shortfall and the basis for authorization.

3.04 *Approval of Call Notice; Objections.* Subject to the provisions of this Article 3, a Call Notice shall be deemed approved by the Shareholders unless either Shareholder has, within fifteen (15) days after delivery of the Call Notice, delivered to Dow Corning a written objection by notice to all Parties that a Cash Flow Shortfall does not exist and/or that the Call Notice does not comply with the requirements for Call Notices set forth in Section 3.03. In the event that either of the Shareholders delivers such a notice and the Parties cannot settle any dispute as to the validity of the Call Notice which is the subject of such objection by agreement within ten (10) days, such dispute shall be resolved by the Court on notice to all Parties and the opportunity for hearing.

3.05 *Funding Commitment for Call Notices.* Within ten (10) days of the approval of a Call Notice, each Shareholder shall pay to Dow Corning one-half of the amount of the Call Notice (the "Advance"), subject to the following:

(a) Dow Corning shall be obligated to repay all Advances in accordance with the Amortization Schedule set out in Section 3.01, such that the aggregate unpaid principal amount of all Advances under the Credit Facility on each anniversary of the Effective Date shall not exceed the maximum permitted unpaid principal on that date.

(b) The amounts borrowed by Dow Corning under the Credit Facility shall bear interest from the date thereof until maturity, payable annually in arrears on the anniversary of the Effective Date, at a varying rate per annum which is equal to one hundred fifty (150) basis points above the ninety day London Interbank Offer Rate as announced by or published by the *Wall Street Journal*, which shall be adjusted quarterly to the rate then in effect (but in no event to exceed the Maximum Nonusurious Interest Rate).

(c) Dow Corning shall deliver to the Shareholders a note with respect to repayment of the Advances in the form set forth in Exhibit "C".

(d) The Shareholders shall not be obligated to pay more than the amount of funds available under the Credit Facility.

(e) Any Advances shall be used solely to fund Dow Corning's obligations to the Settlement Facility and, at the Shareholders' election, can be paid directly to the Settlement Facility.

3.06 *Effect of Default by Dow Corning.* In the event that Dow Corning fails to repay Advances in accordance with the terms of this Article 3 (a "Repayment Default"), Dow Corning shall be prohibited from issuing a Call Notice, and the Shareholders shall be relieved of their obligation to pay any such Call Notice, until the default is cured. In the event of a Repayment Default, interest shall accrue on the unpaid Advances at the prime rate of interest announced by or published by the *Wall Street Journal* on the date when such Payment Default occurs plus 1½% per annum, which shall be adjusted monthly to the rate then in effect (the "Default Rate") compounded annually until payment is made.

3.07 *Shareholder Obligations Several, Not Joint.* Subject to the provisions of Section 3.07, each Shareholder shall be obligated to pay one-half of any approved Call Notice, and neither Shareholder shall be liable with respect to the obligations of the other Shareholder.

3.08 *Computation.* All payments of interest shall be computed on the per annum basis of a year of three hundred sixty (360) days and for the actual number of days (including the first but excluding the last day) elapsed unless such calculation would result in a usurious rate, in which case interest shall be calculated on a per annum basis of a year of three hundred sixty-five (365) or three hundred sixty-six (366) days, as the case may be.

3.09 *Voluntary Prepayments.* Dow Corning shall have the right at its option from time to time to prepay Advances in whole or in part without premium or penalty.

3.10 *Prohibition of Transfer, Assignment and Assumption.* This Credit Facility pertains to the extension of credit and financial accommodations for the benefit of Dow Corning and cannot be transferred to, assigned to or assumed by any other person or entity either voluntarily or by operation of law.

3.11 *Subordination.* The obligation of Dow Corning to repay Advances shall be unsecured. Dow Corning shall remain obligated to make all scheduled payments under the Credit Facility at all times when Dow Corning is not in default of its obligations to make the payments required by Article 2 of this Agreement; provided, that in the event a default has occurred and is continuing in its obligations under Article 2 of this Agreement, the obligations to repay Advances shall in that event be subordinate in all respects to the obligation to make the payments required by Article 2 of this Agreement.

#### **ARTICLE 4 COVENANTS**

4.01 *Certain Definitions.* In this Article, the following terms have the following meanings unless the context clearly requires otherwise:

(a) "Material Adverse Effect" means a material adverse effect on the business, assets, financial condition or results of operations of Dow Corning (taken together with its Subsidiaries as a whole).

(b) "Officer's Certificate" means a certificate executed on behalf of Dow Corning by the Chairman, any Vice Chairman, the President, a Vice President, the Treasurer, an Assistant Treasurer, the Secretary, or an Assistant Secretary of Dow Corning, and delivered to the Claims Administrator.

(c) "Person" means any individual, partnership, corporation, limited liability company, limited liability partnership, joint stock company, business trust, trust, unincorporated association, joint venture, or other entity, or government or political subdivision or agency thereof.

(d) "Subsidiary" means, as applied with respect to any person, any corporation, partnership, or other business entity of which, in the case of a corporation, more than 50% of the issued and outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether at the time capital stock of any other class or classes of such corporation has or might have voting power upon the occurrence of any contingency), or, in the case of any partnership or other legal entity, more than 50% of the ordinary equity capital interests, is at the time directly or indirectly owned or controlled by such Person, by such Person and one or more of its Subsidiaries, or by one or more of such Person's other Subsidiaries. "Subsidiary" shall exclude the Depository Trust.

4.02 *Payment of Funding Payments.* Dow Corning will duly and punctually pay the Initial Payment and all other amounts required under this Agreement.

4.03 *Payment of Taxes and Other Claims.* Dow Corning will pay or discharge or cause to be paid or discharged, before the same shall become delinquent, (a) all taxes, assessments, and governmental charges levied or imposed upon Dow Corning or any Subsidiary of Dow Corning or upon the income, profits, or property of Dow Corning or any Subsidiary of Dow Corning, and (b) all lawful claims for labor, materials, and supplies, in each case which, if unpaid, would by law become a lien upon the property of Dow Corning or any Subsidiary of Dow Corning and would have a Material Adverse Effect; provided, however, that (x) Dow Corning will not be required to pay or discharge or cause to be paid or discharged any such tax, assessment, charge, or claim the amount, applicability, or validity of which is being contested in good faith by appropriate proceedings, and (y) any failure to pay any such tax, assessment, charge, or claim shall not constitute a breach of this Section 4.02 if such failure (i) was not willful and (ii) does not and will not result in any Material Adverse Effect.

4.04 *Maintenance of Properties.* Dow Corning will cause all properties used or useful in the conduct of its business or the business of any Subsidiary of Dow Corning to be maintained and kept in good condition, repair, and working order and supplied with all necessary equipment and will cause to be made all necessary repairs, renewals, replacements, betterments, and improvements thereof; *provided, however*, that nothing in this Section 4.04 will (i) require Dow Corning to take any action that it determines in good faith to be contrary to its best interests, so long as the failure to take such action will not have a Material Adverse Effect, or (ii) prevent Dow Corning from taking any action that it determines in good faith to be in its best interest, so long as the taking of such action will not have a Material Adverse Effect.

4.05 *Existence.* Dow Corning will, and will cause each of its Subsidiaries to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory), and franchises; *provided, however,* that, except with respect to the preservation of Dow Corning's existence, nothing in this Section 4.05 will (i) require Dow Corning to take any action that it determines in good faith to be contrary to its best interests, so long as the failure to take such action will not have a Material Adverse Effect, or (ii) prevent Dow Corning from taking any action that it determines in good faith to be in its best interest, so long as the taking of such action will not have a Material Adverse Effect.

4.06 *Statement by Officers as to Default.* Dow Corning will deliver to the Claims Administrator within thirty (30) days after the end of each calendar quarter following the Effective Date, an Officer's Certificate signed by either the Chief Executive Officer, the Chief Financial Officer, or the Controller of Dow Corning stating whether or not to the knowledge of such person after due inquiry Dow Corning is in default in the performance and observance of any of the terms, provisions, and conditions of this Agreement (without regard to any period of grace or requirement of notice provided hereunder) and/or whether an event which has a Material Adverse Effect has occurred, and, if Dow Corning is in default, specifying all such defaults and the nature and status thereof of which such person may have such knowledge.

4.07 *Financial Reporting.* To the extent Dow Corning is required to file periodic reports with the Securities and Exchange Commission (the "Commission") pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, Dow Corning shall provide copies to the Finance Committee of each Annual Report on Form 10-K, each Quarterly Report on Form 10-Q, and each Current Report on Form 8-K that is filed by Dow Corning with the Commission within 15 days of the filing of the same. To the extent that Dow Corning is not required to file such periodic reports with the Commission, Dow Corning shall provide copies to the Finance Committee of consolidated audited financial statements (including notes) of Dow Corning covering the most recently completed fiscal year as soon as available but not later than 120 days after the end of the fiscal year until this Agreement terminates and shall also provide quarterly unaudited financial statements (including notes to the extent prepared) within 45 days after the end of each quarter until the eighth anniversary of the Effective Date; *provided,* that the Finance Committee may, in its discretion, require the delivery of quarterly unaudited financial statements beyond the eighth anniversary if, in its judgment, substantial additional funding will be required. Dow Corning may apply to the Court for a determination, after notice to all Parties and the opportunity for hearing, that delivery of quarterly unaudited financial statements should not be required beyond the eighth anniversary of the Effective Date.

4.08 *Consolidations and Mergers of Company and Sales Permitted Only on Certain Terms.* Dow Corning shall not, in a single transaction or a series of related transactions, consolidate with or merge with or into any other person or sell, assign, convey, transfer, lease or otherwise dispose of all or substantially all of its properties and assets to any person, persons or group of affiliated persons unless either (i) Dow Corning shall be the continuing corporation or (ii) the person (other than Dow Corning) formed by such consolidation or into which Dow Corning is merged or the person that acquires by sale, assignment, conveyance, transfer, lease or other disposition all or substantially all of the properties and assets of Dow Corning shall be a Person organized and existing under the laws of the United States of America, any state thereof or the District of Columbia and such Person expressly assumes in writing the obligations of Dow

Corning under this Agreement and such Person is of a financial quality and condition at least reasonably equivalent to the financial quality and condition of Dow Corning on the Effective Date.

4.09 *Maintaining Ability to Satisfy Obligations.* Dow Corning shall not take or cause to be taken any action that would have a material adverse effect on Dow Corning's ability to satisfy its obligations under this Agreement.

4.10 *Notice of Significant Financial Events.* Dow Corning shall provide to the Claims Administrator notice of significant financial events ("Significant Financial Events") within ten (10) business days after the occurrence of any such event. Significant Financial Events shall be the incurrence of financial indebtedness in excess of \$100,000,000 in a single transaction or a series of related transactions, the pledge of substantial assets, the payment of extraordinary dividends, and extraordinary affiliate transactions.

4.11 *Indebtedness Default.* Dow Corning shall give notice to the Claims Administrator of a payment default or other material default with respect to any financial indebtedness totaling more than \$100,000,000 that results in acceleration of that indebtedness (an "Indebtedness Default") within two (2) business days of such Indebtedness Default. Dow Corning shall not restructure or otherwise resolve such Indebtedness Default without prior notice to the Claims Administrator.

4.12 *Pledges of Insurance.* Dow Corning shall not pledge, assign, transfer or grant a lien or security interest in the Insurance Proceeds except to the extent required by Section 2.07 of this Agreement.

4.13 *Copies to Claimants' Advisory Committee.* Copies of all documents, notices, statements and reports to be provided under this Article 4 to the Claims Administrator (or the Finance Committee) shall be delivered concurrently to the Claimants' Advisory Committee.

## **ARTICLE 5 MISCELLANEOUS**

### 5.01 *Default.*

(a) In the event that Dow Corning fails to pay in full when due an Actual Expenditures Notice (hereinafter a "Payment Default"), interest shall accrue on the unpaid portion of the Actual Expenditures Notice at the prime rate of interest announced by or published by the *Wall Street Journal* on the date when such Payment Default occurs plus 1½% per annum, which shall be adjusted monthly to the rate then in effect (the "Default Rate") compounded annually until payment is made. In the event a Payment Default occurs and the Claims Administrator or the Claimants' Advisory Committee believes the Default Rate is inadequate, the Claims Administrator and/or the Claimants' Advisory Committee may seek the imposition of a higher rate from the Court after notice to all Parties and the opportunity for hearing. Interest paid pursuant to this subsection (a) shall not be included in calculating the payment of the net present value of \$2,350,000,000 under this Agreement or applied as an amount paid to the Settlement Facility toward any Annual Payment Ceiling.



(b) In the event of two or more Payment Defaults and/or a breach of any covenant in this Agreement, the Claims Administrator and the Claimants' Advisory Committee shall have the right to pursue any and all remedies from the Court after notice to all other Parties and the opportunity for hearing. The Court may impose such remedies as it determines to be necessary and appropriate (i) to fully protect the rights of the Settlement Facility to be paid the full amount due under this Agreement promptly when those amounts become due; (ii) to remedy a breach of the obligations to fund this Agreement and to deter or protect against any future defaults; and (iii) to preserve and maintain the rights of the Settlement Facility vis a vis other creditors of Dow Corning. Dow Corning shall be entitled to oppose the imposition of remedies.

(c) The Claims Administrator, with the agreement of the Claimants' Advisory Committee, may waive any default hereunder. Upon any such waiver, such default shall cease to exist.

5.02 *Calculation of Net Present Value.* The Net Present Value calculations called for by this Agreement shall be made using annual discounting periods.

5.03 *Counterparts; Merger.* This Agreement may be executed in multiple counterparts, all of which shall constitute a single agreement. This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. All prior negotiations, statements, or representations with respect to such subject matter are superseded and displaced hereby.

5.04 *Enforceability.* In the event that any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision did not exist.

5.05 *Usury.* It is the intention of the Parties hereto to conform strictly to applicable usury laws now in force. Accordingly, if the transactions contemplated in this Agreement would be usurious under applicable law, then, in that event, notwithstanding anything to the contrary in this Agreement or any other agreement entered into in connection with it, it is agreed as follows: (i) the aggregate of all consideration which constitutes interest under applicable law that is contracted for, charged or received shall under no circumstances exceed the maximum amount of interest permitted by applicable law, and any excess shall be credited on any obligation by the Parties (or, if such obligation shall have been paid in full, refunded to the paying Party); and (ii) determination of the rate of interest for determining whether the obligations hereunder are usurious shall be made by amortizing, prorating, allocating and spreading, during the full stated term of such obligations, all interest at any time contracted for, charged or received from Dow Corning in connection with such obligations, and any excess shall be canceled, credited or refunded as set forth in (i) herein.

5.06 *Notices.* All notices required or authorized under this Agreement shall be in writing and shall be sent to the Parties at the following addresses, until any such Party gives written notice to the remaining parties of a change of address:

If to the Shareholders:

The Dow Chemical Company  
2030 Dow Center  
Midland, Michigan 48674  
Attention: General Counsel

Corning Incorporated  
One Riverfront Plaza  
Corning, New York 14831  
Attention: General Counsel

If to Dow Corning:

Dow Corning Corporation  
2200 West Salzburg Road  
P.O. Box 994  
Midland, Michigan 48686-0994  
Attention: General Counsel

With a copy to:

The Feinberg Group, LLP  
1120 20<sup>th</sup> Street, N.W.  
Suite 740 South  
Washington, DC 20036-3437  
Attention: Deborah E. Greenspan, Esq.

If to the Claims Administrator:

Settlement Facility-Dow Corning Trust  
3100 Main Street  
Suite 700  
Houston, TX 77002  
Attention: Elizabeth Wendy Trachte-Huber, Esq.

If to the Manager:

Dow Corning Corporation  
2200 West Salzburg Road  
P.O. Box 994  
Midland, Michigan 48686-0994  
Attention: Douglas B. Schoettinger, Esq.

If to the Debtor's Representatives:

The Feinberg Group, LLP  
1120 20<sup>th</sup> Street, N.W.  
Suite 740 South  
Washington, DC 20036-3437  
Attention: Deborah E. Greenspan, Esq.



If to the Claimants' Advisory Committee:

Blizzard, McCarthy & Nabers, LLP  
440 Louisiana  
Suite 1710  
Houston, TX 77002-1689  
Attention: Dianna L. Pendleton-Dominguez, Esq.

5.07 *Captions.* The Table of Contents and Article and Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.08 *Governing Law.* The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of New York without regard to conflicts of law principles.

5.09 *Jurisdiction.* The Court shall retain jurisdiction to assure the Parties' performance of this Agreement. Any judicial proceeding brought against any of the Parties to this Agreement on any dispute arising out of this Agreement or any matter related hereto may be brought in the Court and, by execution and delivery of this Agreement, each of the Parties to this Agreement accepts for himself the exclusive jurisdiction of the aforesaid court, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement.

5.10 *Consent to Expedited Hearing.* The Parties agree to cooperate in expedited procedures for review and resolution of any issue to be submitted to the Court for determination under this Agreement and hereby consent to an expedited hearing before the Court on all such matters.

5.11 *Waiver.* The Parties hereto shall not be deemed to have waived any of their respective rights hereunder unless such waiver be in writing and signed by the Party so waiving its right. No delay or omission on the part of any Party in exercising its right hereunder shall operate as a waiver of such right or any other right. A waiver on one occasion shall not be construed as a bar to, or waiver of, that right or any other right or remedy on a future occasion.

5.12 *Amendments.* This Agreement may not be changed orally, but only by an agreement in writing signed by the Parties.

5.13 *Benefit of Agreement.* Nothing in this Agreement, express or implied, confers on any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement, provided, however, that the Finance Committee shall have all rights to enforce the obligations in this document as specified in the Settlement Facility Agreement at Sections 2.04 and 4.08 of the Settlement Facility Agreement, and the Claims Administrator shall have the enforcement rights described in Section 5.01(b) of this Agreement.

5.14 *Confidentiality.* Copies of all documents, notices, statements and reports provided to any Party under this Agreement shall be provided on a confidential basis and shall be kept confidential by all other Parties, unless such information is otherwise publicly available.

Such confidential information provided under this Agreement can be used in any proceedings in the Court, the MDL 926 Court, the District Court or any applicable appellate court provided the Party using such information takes reasonable steps to protect the confidential nature of the information.

IN WITNESS WHEREOF, on June 1, 2004 Dow Corning has caused this Funding Payment Agreement to be executed by a duly authorized officer or representative of Dow Corning and attested to by another duly authorized officer or representative of Dow Corning, and Dow Chemical, Corning, and the Claimants' Advisory Committee have executed this Funding Payment Agreement by their respective duly authorized officers or representatives.

**DOW CORNING CORPORATION**

By: *Gary E. Anderson*  
Name: Gary E. Anderson  
Title: Chairman

Attested:

By: *Sue K. McDonnell*  
Name: Sue K. McDonnell  
Title: Vice President, General Counsel & Secretary

**THE DOW CHEMICAL COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CORNING INCORPORATED**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CLAIMANTS' ADVISORY COMMITTEE**

By: \_\_\_\_\_  
Name: Sybil Niden Goldrich  
Title: Member

By: \_\_\_\_\_  
Name: Dianna Pendleton-Dominguez  
Title: Member

IN WITNESS WHEREOF, on June 1, 2004 Dow Corning has caused this Funding Payment Agreement to be executed by a duly authorized officer or representative of Dow Corning and attested to by another duly authorized officer or representative of Dow Corning, and Dow Chemical, Corning, and the Claimants' Advisory Committee have executed this Funding Payment Agreement by their respective duly authorized officers or representatives.

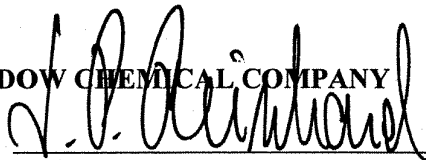
**DOW CORNING CORPORATION**

By: \_\_\_\_\_  
Name: Gary E. Anderson  
Title: Chairman

Attested:

By: \_\_\_\_\_  
Name: Sue K. McDonnell  
Title: Vice President, General Counsel &  
Secretary

**THE DOW CHEMICAL COMPANY**

By:   
Name: J. Pedro Reinhard  
Title: Executive Vice President and  
Chief Financial Officer

**CORNING INCORPORATED**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CLAIMANTS' ADVISORY COMMITTEE**

By: \_\_\_\_\_  
Name: Sybil Niden Goldrich  
Title: Member

By: \_\_\_\_\_  
Name: Dianna Pendleton-Dominguez  
Title: Member

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**DOW CORNING CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attested:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**THE DOW CHEMICAL COMPANY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CORNING INCORPORATED**

By: William D. Eggers

Name: William D. Eggers

Title: Sr. V.P. & Gen. Counsel

**CLAIMANTS' ADVISORY COMMITTEE**

By: \_\_\_\_\_

Name: Sybil Niden Goldrich

Title: Member

IN WITNESS WHEREOF, on June 1, 2004 Dow Corning has caused this Funding Payment Agreement to be executed by a duly authorized officer or representative of Dow Corning and attested to by another duly authorized officer or representative of Dow Corning, and Dow Chemical, Corning, and the Claimants' Advisory Committee have executed this Funding Payment Agreement by their respective duly authorized officers or representatives.

**DOW CORNING CORPORATION**

By: \_\_\_\_\_  
Name: Gary E. Anderson  
Title: Chairman

Attested:

By: \_\_\_\_\_  
Name: Sue K. McDonnell  
Title: Vice President, General Counsel &  
Secretary

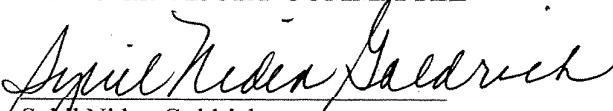
**THE DOW CHEMICAL COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CORNING INCORPORATED**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CLAIMANTS' ADVISORY COMMITTEE**

By:   
Name: Sybil Niden Goldrich  
Title: Member

By: \_\_\_\_\_  
Name: Dianna Pendleton-Dominguez  
Title: Member

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**DOW CORNING CORPORATION**

By: \_\_\_\_\_  
Name: Gary E. Anderson  
Title: Chairman

Attested:

By: \_\_\_\_\_  
Name: Sue K. McDonnell  
Title: Vice President, General Counsel &  
Secretary

**THE DOW CHEMICAL COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CORNING INCORPORATED**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CLAIMANTS' ADVISORY COMMITTEE**

By: \_\_\_\_\_  
Name: Sybil Niden Goldrich  
Title: Member

By: Dianna Pendleton-Dominguez  
Name: Dianna Pendleton-Dominguez  
Title: Member

By: Ernest H. Hornsby  
Name: Ernest H. Hornsby  
Title: Member


**Acknowledged and approved:  
OFFICIAL COMMITTEE OF TORT  
CLAIMANTS**

By: \_\_\_\_\_  
Name: Ralph I. Knowles



By: \_\_\_\_\_  
Name: Ernest H. Hornsby  
Title: Member

**Acknowledged and approved:**  
**OFFICIAL COMMITTEE OF TORT**  
**CLAIMANTS**

By:   
Name: Ralph I. Knowles

**Exhibit "A-1"**  
**Funding Payment Agreement**

**Unsettled Policies Purchased by Dow Corning**

<u>Group</u>	<u>Carrier</u>	<u>Policy No</u>	<u>Eff Date</u>	<u>Lyr No</u>	<u>Limits</u>	<u>Type</u>
AIG	Commercial Insurance Co. of Newark	80-26433	2/1/67	0	\$500,000	occ
AIG	Commercial Insurance Co. of Newark	80-26433	2/1/68	0	\$500,000	occ
AIG	Commercial Insurance Co. of Newark	80-26797	2/1/69	0	\$500,000	occ
AIG	Commercial Insurance Co. of Newark	80-26797	2/1/70	0	\$1,000,000	occ
AIG	Commercial Insurance Co. of Newark	80-34838	12/1/70	0	\$1,000,000	occ
AIG	Commercial Insurance Co. of Newark	80-34838	12/1/71	0	\$1,000,000	occ
AIG	Commercial Insurance Co. of Newark	80-34838	12/1/72	0	\$1,000,000	occ
AIG	Commercial Insurance Co. of Newark	80-70379	12/1/73	0	\$1,000,000	occ
AIG	Commercial Insurance Co. of Newark	80-70379	12/1/74	0	\$1,000,000	occ
AIG	Commercial Insurance Co. of Newark	80-70379	12/1/75	0	\$1,000,000	occ
AIG	Granite State	80-85178	1/1/77	0	\$1,000,000	occ
AIG	Granite State	80-85178	1/1/78	0	\$1,000,000	occ
AIG	Granite State	80-85178	1/1/79	0	\$1,000,000	occ
AIG	Ins.Co. of the State of Penn.	80-112943	1/1/80	0	\$1,000,000	occ
AIG	Ins.Co. of the State of Penn.	80-112943	1/1/81	0	\$1,000,000	occ
AIG	Ins.Co. of the State of Penn.	80-112943	1/1/82	0	\$1,000,000	occ
AIG	Ins.Co. of the State of Penn.	80-112943	1/1/83	0	\$1,000,000	occ
AIG	Ins.Co. of the State of Penn.	80-112943	1/1/84	0	\$1,000,000	occ
AIG	Ins.Co. of the State of Penn.	80-112943	1/1/85	0	\$1,000,000	occ
AIG	Ins.Co. of the State of Penn.	80-112943	1/1/86	0	\$1,000,000	occ
AIG	Ins.Co. of the State of Penn.	80-112943	1/1/87	0	\$1,000,000	occ
AIG	Ins.Co. of the State of Penn.	80-110632	1/1/88	0	\$1,000,000	occ
AIG	Ins.Co. of the State of Penn.	80-110632	1/1/89	0	\$1,000,000	occ
AIG	Ins.Co. of the State of Penn.	80-110632	1/1/90	0	\$1,000,000	occ
AIG	Ins.Co. of the State of Penn.	80-110632	1/1/91	0	\$2,000,000	occ
AIG	Ins.Co. of the State of Penn.	80-110632	1/1/92	0	\$2,000,000	occ
					\$26,500,000	
					\$26,500,000	
ZURI	American Guarantee & Liability Co.	SXL38-59-141-00	1/1/86	1	\$4,000,000	occ
ZURI	American Guarantee & Liability Co.	FXS38-59-141-01	1/1/87	1	\$4,000,000	occ
ZURI	American Guarantee & Liability Co.	FXS38-59-141-02	1/1/88	1	\$4,000,000	occ
ZURI	American Guarantee & Liability Co.	FXS38-59-141-03	1/1/89	1	\$4,000,000	occ
ZURI	American Guarantee & Liability Co.	FXS38-59-141-04	1/1/90	1	\$4,000,000	occ
ZURI	American Guarantee & Liability Co.	FXS38-59-141-05	1/1/91	1	\$3,000,000	occ

<u>Group</u>	<u>Carrier</u>	<u>Policy No</u>	<u>Eff Date</u>	<u>Lyr No</u>	<u>Limits</u>	<u>Type</u>
ZURI	American Guarantee & Liability Co.	FXS38-59-141-06	1/1/92	1	\$3,000,000 \$26,000,000	occ
ZURA	ZURICH REINSURANCE / ANGLO AMERICAN INSURANCE COMPANY	757/CJ910206	1/1/91	1	\$20,000,000 \$20,000,000	C

**Exhibit "A-2"**  
**Funding Payment Agreement**

**Insolvent Carriers - Policy Level Detail**

<u>ID</u>	<u>Group</u>	<u>Carrier/Subscriber Name</u>	<u>Policy No</u>	<u>Eff Date</u>	<u>Lyr No</u>	<u>Shared Original Limits</u>	<u>Usage</u>	<u>Shared Remaining Limits</u>
3	rWEIR	Andrew Weir	CNL87215	5/31/61	2	\$120,000	\$0	\$120,000
3	rWEIR	Andrew Weir	CNL87218	5/31/61	5	\$330,000	\$0	\$330,000
3	rWEIR	Andrew Weir	CNL87215	5/31/62	2	\$120,000	\$0	\$120,000
3	rWEIR	Andrew Weir	CNL87218	5/31/62	5	\$330,000	\$0	\$330,000
3	rWEIR	Andrew Weir	CNL1919	12/20/62	2	\$105,600	\$0	\$105,600
3	rWEIR	Andrew Weir	CNL1920	12/20/62	3	\$534,450	\$0	\$534,450
3	rWEIR	Andrew Weir	CNL1919/CU2554	12/20/63	2	\$105,600	\$0	\$105,600
3	rWEIR	Andrew Weir	CNL1920/CU2555	12/20/63	3	\$534,450	\$0	\$534,450
3	rWEIR	Andrew Weir	560CU5512(A)	2/11/65	3	\$919,600	\$0	\$919,600
3	rWEIR	Andrew Weir	K10966	2/11/65	4	\$615,000	\$0	\$615,000
3	rWEIR	Andrew Weir	CU5512	2/11/66	3	\$919,600	\$0	\$919,600
3	rWEIR	Andrew Weir	K10966(B)	2/11/66	4	\$615,000	\$0	\$615,000
3	rWEIR	Andrew Weir	CU5512	2/11/67	3	\$919,600	\$0	\$919,600
3	rWEIR	Andrew Weir	K10966	2/11/67	4	\$615,000	\$0	\$615,000
3	rWEIR	Andrew Weir	CU10087	3/11/68	2	\$132,800	\$0	\$132,800
3	rWEIR	Andrew Weir	CU10088	3/11/68	3	\$885,000	\$0	\$885,000
3	rWEIR	Andrew Weir	CU10087	3/11/69	2	\$132,800	\$0	\$132,800
3	rWEIR	Andrew Weir	CU10088(C)	3/11/69	3	\$885,000	\$0	\$885,000
3	rWEIR	Andrew Weir	CU10087	3/11/70	2	\$132,800	\$132,800	\$0
3	rWEIR	Andrew Weir	K25298	6/11/72	2	\$78,480	\$53,955	\$24,525
3	rWEIR	Andrew Weir	K25298	6/11/73	2	\$78,480	\$78,480	\$0
3	rWEIR	Andrew Weir	K25298	6/11/74	2	\$78,480	\$49,519	\$28,961
						\$9,187,740	\$314,754	\$8,872,986
9	rAGRI	Agricola de Seguros	UHL1546	10/2/76	2	\$76,356	\$76,356	\$0
9	rAGRI	Agricola de Seguros	UHL1546	6/11/77	2	\$76,356	\$40,703	\$35,653
9	rAGRI	Agricola de Seguros	881/UJL1125	6/11/77	3	\$117,000	\$0	\$117,000
9	rAGRI	Agricola de Seguros	881/UKL0730	6/11/78	7	\$197,944	\$0	\$197,944
						\$467,656	\$117,059	\$350,597
19	rBFMW	Bermuda Fire & Marine Ins. Co. Ltd per Weavers (Underwriting) Agencie	H.S. K24288	6/11/71	1	\$25,495	\$0	\$25,495
19	rBFMW	Bermuda Fire & Marine Ins. Co. Ltd per Weavers (Underwriting) Agencie	H.S. CX4041	6/11/71	2	\$26,782	\$0	\$26,782
19	rBFMW	Bermuda Fire & Marine Ins. Co. Ltd per Weavers (Underwriting) Agencie	H.S. K25298	6/11/72	2	\$40,688	\$27,973	\$12,715

19 rBFMW	Bermuda Fire & Marine Ins. Co. Ltd per H.S. K25298	6/11/73	2	\$35,056	\$35,056	\$0
	Weavers (Underwriting) Agencie					
19 rBFMW	Bermuda Fire & Marine Ins. Co. Ltd per H.S. K25298	6/11/74	2	\$35,059	\$22,122	\$12,938
	Weavers (Underwriting) Agencie					
19 rBFMW	Bermuda Fire & Marine Ins. Co. Ltd per H.S. 881/UGL0519	6/11/75	2	\$258,960	\$258,960	\$0
	Weavers (Underwriting) Agencie					
19 rBFMW	Bermuda Fire & Marine Ins. Co. Ltd per H.S. UGL0520	6/11/75	3	\$182,108	\$43,099	\$139,009
	Weavers (Underwriting) Agencie					
19 rBFMW	Bermuda Fire & Marine Ins. Co. Ltd per H.S. 881/UGL0519	6/11/76	2	\$258,960	\$258,960	\$0
	Weavers (Underwriting) Agencie					
19 rBFMW	Bermuda Fire & Marine Ins. Co. Ltd per H.S. UGL0520	6/11/76	3	\$182,108	\$114,626	\$67,482
	Weavers (Underwriting) Agencie					
19 rBFMW	Bermuda Fire & Marine Ins. Co. Ltd per H.S. 881/UGL0519	6/11/77	2	\$258,979	\$138,052	\$120,927
	Weavers (Underwriting) Agencie					
19 rBFMW	Bermuda Fire & Marine Ins. Co. Ltd per H.S. UGL0520	6/11/77	3	\$182,108	\$0	\$182,108
	Weavers (Underwriting) Agencie					
19 rBFMW	Bermuda Fire & Marine Ins. Co. Ltd per H.S. 881/UKL0732	6/11/78	1	\$183,450	\$80,901	\$102,549
	Weavers (Underwriting) Agencie					
19 rBFMW	Bermuda Fire & Marine Ins. Co. Ltd per H.S. 881/UKL0734	6/11/78	2	\$305,751	\$0	\$305,751
	Weavers (Underwriting) Agencie					
19 rBFMW	Bermuda Fire & Marine Ins. Co. Ltd per H.S. 881/UKL0732	6/11/79	1	\$183,450	\$96,823	\$86,627
	Weavers (Underwriting) Agencie					
19 rBFMW	Bermuda Fire & Marine Ins. Co. Ltd per H.S. 881/UKL0734	6/11/79	2	\$305,751	\$0	\$305,751
	Weavers (Underwriting) Agencie					
19 rBFMW	Bermuda Fire & Marine Ins. Co. Ltd per H.S. PY156680	6/11/80	1	\$195,200	\$195,200	\$0
	Weavers (Underwriting) Agencie					
19 rBFMW	Bermuda Fire & Marine Ins. Co. Ltd per H.S. PY106880	6/11/80	2	\$406,484	\$122,722	\$283,763
	Weavers (Underwriting) Agencie					
19 rBFMW	Bermuda Fire & Marine Ins. Co. Ltd per H.S. PY156680	6/11/81	1	\$195,200	\$195,200	\$0
	Weavers (Underwriting) Agencie					
19 rBFMW	Bermuda Fire & Marine Ins. Co. Ltd per H.S. PY106880	6/11/81	2	\$394,402	\$67,946	\$326,456
	Weavers (Underwriting) Agencie					
19 rBFMW	Bermuda Fire & Marine Ins. Co. Ltd per H.S. PY156680	6/11/82	1	\$195,200	\$195,200	\$0
	Weavers (Underwriting) Agencie					
19 rBFMW	Bermuda Fire & Marine Ins. Co. Ltd per H.S. PY106880	6/11/82	2	\$401,426	\$34,259	\$367,167
	Weavers (Underwriting) Agencie					
19 rBFMW	Bermuda Fire & Marine Ins. Co. Ltd per H.S. PY156680	12/1/82	1	\$195,200	\$195,200	\$0
	Weavers (Underwriting) Agencie					

19 rBFMW	Bermuda Fire & Marine Ins. Co. Ltd per H.S. PY106880	12/1/82	2	\$401,400	\$401,400	\$0
	Weavers (Underwriting) Agencie					
19 rBFMW	Bermuda Fire & Marine Ins. Co. Ltd per H.S. KY059783	12/1/83	1	\$279,825	\$0	\$279,825
	Weavers (Underwriting) Agencie					
19 rBFMW	Bermuda Fire & Marine Ins. Co. Ltd per H.S. KY059883	12/1/83	2	\$358,314	\$0	\$358,314
	Weavers (Underwriting) Agencie					
19 rBFMW	Bermuda Fire & Marine Ins. Co. Ltd per H.S. KY059783	12/1/84	1	\$279,826	\$0	\$279,826
	Weavers (Underwriting) Agencie					
19 rBFMW	Bermuda Fire & Marine Ins. Co. Ltd per H.S. KY059883	12/1/84	2	\$387,449	\$0	\$387,449
	Weavers (Underwriting) Agencie					
				\$6,154,631	\$2,483,699	\$3,670,932
22 rLBNY	Bellefonte Insurance Company (North Atlantic K25298 Group)	6/11/72	2	\$78,480	\$53,955	\$24,525
22 rLBNY	Bellefonte Insurance Company (North Atlantic K25298 Group)	6/11/73	2	\$102,880	\$102,880	\$0
22 rLBNY	Bellefonte Insurance Company (North Atlantic K25298 Group)	6/11/74	2	\$102,880	\$64,915	\$37,965
22 rLBNY	Bellefonte Insurance Company (North Atlantic 881/UGL0519 Group)	6/11/75	2	\$114,660	\$114,660	\$0
22 rLBNY	Bellefonte Insurance Company (North Atlantic 881/UGL0519 Group)	6/11/76	2	\$114,660	\$114,660	\$0
22 rLBNY	Bellefonte Insurance Company (North Atlantic 881/UGL0519 Group)	6/11/77	2	\$160,500	\$85,557	\$74,943
22 rLBNY	Bellefonte Insurance Company (North Atlantic 881/UKL0732 Group)	6/11/78	1	\$399,999	\$176,399	\$223,599
22 rLBNY	Bellefonte Insurance Company (North Atlantic 881/UKL0732 Group)	6/11/79	1	\$399,999	\$211,116	\$188,883
22 rLBNY	Bellefonte Insurance Company (North Atlantic PY106879 Group)	6/11/79	2	\$39,780	\$0	\$39,780
22 rLBNY	Bellefonte Insurance Company (North Atlantic PY156680 Group)	6/11/80	1	\$425,000	\$425,000	\$0
22 rLBNY	Bellefonte Insurance Company (North Atlantic PY106880 Group)	6/11/80	2	\$92,150	\$27,821	\$64,329
22 rLBNY	Bellefonte Insurance Company (North Atlantic PY156680 Group)	6/11/81	1	\$425,000	\$425,000	\$0
22 rLBNY	Bellefonte Insurance Company (North Atlantic PY106880 Group)	6/11/81	2	\$269,000	\$46,342	\$222,658
22 rLBNY	Bellefonte Insurance Company (North Atlantic PY156680 Group)	6/11/82	1	\$425,000	\$425,000	\$0
22 rLBNY	Bellefonte Insurance Company (North Atlantic PY156680 Group)	12/1/82	1	\$425,000	\$425,000	\$0
				\$3,574,987	\$2,698,305	\$876,682
24 rBFML	Bermuda Fire & Marine per Bermuda London 881/UKL0734 Underwriting Agencies Ltd.	6/11/78	2	\$499,999	\$0	\$499,999
24 rBFML	Bermuda Fire & Marine per Bermuda London 881/UKL0734 Underwriting Agencies Ltd.	6/11/79	2	\$499,999	\$0	\$499,999

24 rBFML	Bermuda Fire & Marine per Bermuda	Underwriting Agencies Ltd.	London PY106880	6/11/80	2	\$462,650	\$139,679	\$322,971
24 rBFML	Bermuda Fire & Marine per Bermuda	Underwriting Agencies Ltd.	London PY106880	6/11/81	2	\$449,000	\$77,352	\$371,648
24 rBFML	Bermuda Fire & Marine per Bermuda	Underwriting Agencies Ltd.	London PY026781	6/11/81	3	\$205,200	\$0	\$205,200
24 rBFML	Bermuda Fire & Marine per Bermuda	Underwriting Agencies Ltd.	London PY026981	6/11/81	6	\$303,000	\$0	\$303,000
24 rBFML	Bermuda Fire & Marine per Bermuda	Underwriting Agencies Ltd.	London PY106880	6/11/82	2	\$457,000	\$39,002	\$417,998
24 rBFML	Bermuda Fire & Marine per Bermuda	Underwriting Agencies Ltd.	London KY018482	6/11/82	3	\$205,200	\$0	\$205,200
24 rBFML	Bermuda Fire & Marine per Bermuda	Underwriting Agencies Ltd.	London KY018282	6/11/82	6	\$303,000	\$0	\$303,000
24 rBFML	Bermuda Fire & Marine per Bermuda	Underwriting Agencies Ltd.	London PY106880	12/1/82	2	\$454,000	\$454,000	\$0
24 rBFML	Bermuda Fire & Marine per Bermuda	Underwriting Agencies Ltd.	London KY033982	12/1/82	3	\$300,000	\$300,000	\$0
24 rBFML	Bermuda Fire & Marine per Bermuda	Underwriting Agencies Ltd.	London KY033782	12/1/82	6	\$333,299	\$0	\$333,299
24 rBFML	Bermuda Fire & Marine per Bermuda	Underwriting Agencies Ltd.	London KY059883	12/1/83	2	\$616,534	\$0	\$616,534
24 rBFML	Bermuda Fire & Marine per Bermuda	Underwriting Agencies Ltd.	London KY059983	12/1/83	3	\$299,970	\$0	\$299,970
24 rBFML	Bermuda Fire & Marine per Bermuda	Underwriting Agencies Ltd.	London KY059883	12/1/84	2	\$700,006	\$0	\$700,006
						\$6,088,856	\$1,010,033	\$5,078,823
27 rLBNY	British National Insurance Company, Ltd. (per K19755,19756(A) Ruttly)			3/11/68	4	\$262,500	\$0	\$262,500
27 rLBNY	British National Insurance Company, Ltd. (per K19755,19756 Ruttly)			3/11/69	4	\$262,500	\$0	\$262,500
27 rLBNY	British National Insurance Company, Ltd. (per K19755,19756 Ruttly)			3/11/70	4	\$262,500	\$0	\$262,500
27 rLBNY	British National Insurance Company, Ltd. (per PY026881 Ruttly)			6/11/81	5	\$156,800	\$0	\$156,800
27 rLBNY	British National Insurance Company, Ltd. (per PY027081 Ruttly)			6/11/81	7	\$314,650	\$0	\$314,650
27 rLBNY	British National Insurance Company, Ltd. (per PY106880 Ruttly)			6/11/82	2	\$274,000	\$23,384	\$250,616
27 rLBNY	British National Insurance Company, Ltd. (per KY018382 Ruttly)			6/11/82	5	\$166,600	\$0	\$166,600
27 rLBNY	British National Insurance Company, Ltd. (per KY018182 Ruttly)			6/11/82	7	\$333,200	\$0	\$333,200

27 rLBNY	British National Insurance Company, Ltd. (per PY106880 Ruty)			12/1/82	2	\$272,000	\$272,000	\$0
27 rLBNY	British National Insurance Company, Ltd. (per KY033882 Ruty)			12/1/82	5	\$500,000	\$91,942	\$408,058
27 rLBNY	British National Insurance Company, Ltd. (per KY033682 Ruty)			12/1/82	7	\$500,150	\$0	\$500,150
27 rLBNY	British National Insurance Company, Ltd. (per KY059783 Ruty)			12/1/83	1	\$105,000	\$0	\$105,000
						\$3,409,900	\$387,326	\$3,022,574
29 rBRYA	Bryanston	PY156680		6/11/80	1	\$115,000	\$115,000	\$0
29 rBRYA	Bryanston	PY106880		6/11/80	2	\$239,476	\$72,300	\$167,176
29 rBRYA	Bryanston	PY156680		6/11/81	1	\$115,000	\$115,000	\$0
29 rBRYA	Bryanston	PY106880		6/11/81	2	\$232,358	\$40,029	\$192,328
29 rBRYA	Bryanston	PY156680		6/11/82	1	\$115,000	\$115,000	\$0
29 rBRYA	Bryanston	PY106880		6/11/82	2	\$236,498	\$20,184	\$216,314
29 rBRYA	Bryanston	PY156680		12/1/82	1	\$115,000	\$115,000	\$0
29 rBRYA	Bryanston	PY106880		12/1/82	2	\$236,500	\$236,500	\$0
						\$1,404,832	\$829,013	\$575,818
37 rKWLM	Dart	881/UKL0732		6/11/78	1	\$161,850	\$71,376	\$90,474
37 rKWLM	Dart	881/UKL0734		6/11/78	2	\$269,751	\$0	\$269,751
37 rKWLM	Dart	881/UKL0732		6/11/79	1	\$161,850	\$85,423	\$76,427
37 rKWLM	Dart	881/UKL0734		6/11/79	2	\$269,751	\$0	\$269,751
37 rKWLM	Dart	PY156680		6/11/80	1	\$264,600	\$264,600	\$0
37 rKWLM	Dart	PY106880		6/11/80	2	\$551,003	\$166,354	\$384,649
37 rKWLM	Dart	PY156680		6/11/81	1	\$264,600	\$264,600	\$0
37 rKWLM	Dart	PY106880		6/11/81	2	\$534,624	\$92,102	\$442,522
37 rKWLM	Dart	PY156680		6/11/82	1	\$264,600	\$264,600	\$0
37 rKWLM	Dart	PY106880		6/11/82	2	\$544,150	\$46,440	\$497,710
37 rKWLM	Dart	PY156680		12/1/82	1	\$264,600	\$264,600	\$0
37 rKWLM	Dart	PY106880		12/1/82	2	\$544,200	\$544,200	\$0
37 rKWLM	Dart	KY059783		12/1/83	1	\$611,650	\$0	\$611,650
37 rKWLM	Dart	KY059883		12/1/83	2	\$783,213	\$0	\$783,213
37 rKWLM	Dart	KY059783		12/1/84	1	\$611,652	\$0	\$611,652
37 rKWLM	Dart	KY059883		12/1/84	2	\$846,899	\$0	\$846,899
37 rKWLM	Dart	PY238184		12/1/84	4	\$440,000	\$0	\$440,000
37 rKWLM	Dart	KY059783		12/1/85	1	\$715,000	\$0	\$715,000
37 rKWLM	Dart	KY059883		12/1/85	2	\$990,000	\$0	\$990,000
						\$9,093,993	\$2,064,295	\$7,029,698
42 rENGA	English & American	CNL87223		5/31/61	1	\$30,000	\$0	\$30,000
42 rENGA	English & American	CNL87216		5/31/61	3	\$50,000	\$0	\$50,000
42 rENGA	English & American	CNL87218		5/31/61	5	\$123,750	\$0	\$123,750
42 rENGA	English & American	CNL87223		5/31/62	1	\$30,000	\$0	\$30,000
42 rENGA	English & American	CNL87216		5/31/62	3	\$50,000	\$0	\$50,000
42 rENGA	English & American	CNL87218		5/31/62	5	\$123,750	\$0	\$123,750



42 rENGA	English & American	CNL1918	12/20/62	1	\$14,500	\$0	\$14,500
42 rENGA	English & American	CNL1918/CU2553	12/20/63	1	\$14,500	\$0	\$14,500
42 rENGA	English & American	560CU5512(A)	2/11/65	3	\$889,200	\$0	\$889,200
42 rENGA	English & American	K10966	2/11/65	4	\$615,000	\$0	\$615,000
42 rENGA	English & American	CU5512	2/11/66	3	\$889,200	\$0	\$889,200
42 rENGA	English & American	K10966(B)	2/11/66	4	\$615,000	\$0	\$615,000
42 rENGA	English & American	CU5512	2/11/67	3	\$889,200	\$0	\$889,200
42 rENGA	English & American	K10966	2/11/67	4	\$615,000	\$0	\$615,000
42 rENGA	English & American	CU10087	3/11/68	2	\$66,400	\$0	\$66,400
42 rENGA	English & American	CU10088	3/11/68	3	\$1,311,000	\$0	\$1,311,000
42 rENGA	English & American	K19755,19756(A)	3/11/68	4	\$210,000	\$0	\$210,000
42 rENGA	English & American	CU10087	3/11/69	2	\$66,400	\$0	\$66,400
42 rENGA	English & American	CU10088(B)	3/11/69	3	\$1,311,000	\$0	\$1,311,000
42 rENGA	English & American	K19755,19756	3/11/69	4	\$210,000	\$0	\$210,000
42 rENGA	English & American	CU10087	3/11/70	2	\$66,400	\$66,400	\$0
42 rENGA	English & American	CU10088	3/11/70	3	\$1,311,000	\$148,580	\$1,162,420
42 rENGA	English & American	K19755,19756	3/11/70	4	\$210,000	\$0	\$210,000
42 rENGA	English & American	PY107279	6/11/79	7	\$470,400	\$0	\$470,400
42 rENGA	English & American	PY107280	6/11/80	7	\$727,300	\$0	\$727,300
42 rENGA	English & American	PY026981	6/11/81	6	\$454,500	\$0	\$454,500
42 rENGA	English & American	PY027081	6/11/81	7	\$629,300	\$0	\$629,300
42 rENGA	English & American	KY018282	6/11/82	6	\$454,500	\$0	\$454,500
42 rENGA	English & American	KY018182	6/11/82	7	\$666,750	\$0	\$666,750
42 rENGA	English & American	KY033782	12/1/82	6	\$499,950	\$0	\$499,950
42 rENGA	English & American	KY033682	12/1/82	7	\$999,950	\$0	\$999,950
42 rENGA	English & American	KY059883	12/1/83	2	\$740,000	\$0	\$740,000
42 rENGA	English & American	KY060083	12/1/83	6	\$1,125,000	\$0	\$1,125,000
42 rENGA	English & American	KY060183	12/1/83	7	\$666,700	\$0	\$666,700
42 rENGA	English & American	KY059883	12/1/84	2	\$50,022	\$0	\$50,022
					\$17,195,672	\$214,980	\$16,980,692
47 rKWLM	El Paso Insurance Company Limited	881/UKL0732	6/11/78	1	\$75,450	\$33,273	\$42,177
47 rKWLM	El Paso Insurance Company Limited	881/UKL0734	6/11/78	2	\$125,750	\$0	\$125,750
47 rKWLM	El Paso Insurance Company Limited	881/UKL0732	6/11/79	1	\$75,450	\$39,822	\$35,628
47 rKWLM	El Paso Insurance Company Limited	881/UKL0734	6/11/79	2	\$125,750	\$0	\$125,750
47 rKWLM	El Paso Insurance Company Limited	PY156680	6/11/80	1	\$114,800	\$114,800	\$0
47 rKWLM	El Paso Insurance Company Limited	PY106880	6/11/80	2	\$239,060	\$72,175	\$166,885
47 rKWLM	El Paso Insurance Company Limited	PY156680	6/11/81	1	\$114,800	\$114,800	\$0
47 rKWLM	El Paso Insurance Company Limited	PY106880	6/11/81	2	\$231,953	\$39,960	\$191,994
47 rKWLM	El Paso Insurance Company Limited	PY156680	6/11/82	1	\$114,800	\$114,800	\$0
47 rKWLM	El Paso Insurance Company Limited	PY106880	6/11/82	2	\$236,087	\$20,149	\$215,938
47 rKWLM	El Paso Insurance Company Limited	PY156680	12/1/82	1	\$114,800	\$114,800	\$0
47 rKWLM	El Paso Insurance Company Limited	PY106880	12/1/82	2	\$236,100	\$236,100	\$0
47 rKWLM	El Paso Insurance Company Limited	KY059783	12/1/83	1	\$349,375	\$0	\$349,375
47 rKWLM	El Paso Insurance Company Limited	KY059883	12/1/83	2	\$447,372	\$0	\$447,372
47 rKWLM	El Paso Insurance Company Limited	KY059783	12/1/84	1	\$349,376	\$0	\$349,376
47 rKWLM	El Paso Insurance Company Limited	KY059883	12/1/84	2	\$483,749	\$0	\$483,749

47 rKWLM	El Paso Insurance Company Limited	PY238184	12/1/84	4	\$226,000	\$0	\$226,000
47 rKWLM	El Paso Insurance Company Limited	KY059783	12/1/85	1	\$367,250	\$0	\$367,250
47 rKWLM	El Paso Insurance Company Limited	KY059883	12/1/85	2	\$508,500	\$0	\$508,500
					\$4,536,423	\$900,678	\$3,635,745
58 rHAFZ	Hafez	881/UJL1125	6/11/77	3	\$33,000	\$0	\$33,000
58 rHAFZ	Hafez	881/UKL0730	6/11/78	7	\$101,971	\$0	\$101,971
					\$134,971	\$0	\$134,971
75 rORIO	London & Overseas	CNL87215	5/31/61	2	\$150,000	\$0	\$150,000
75 rORIO	London & Overseas	CNL87216	5/31/61	3	\$50,000	\$0	\$50,000
75 rORIO	London & Overseas	CNL87218	5/31/61	5	\$165,000	\$0	\$165,000
75 rORIO	London & Overseas	CNL87215	5/31/62	2	\$150,000	\$0	\$150,000
75 rORIO	London & Overseas	CNL87216	5/31/62	3	\$50,000	\$0	\$50,000
75 rORIO	London & Overseas	CNL87218	5/31/62	5	\$165,000	\$0	\$165,000
75 rORIO	London & Overseas	CNL1919	12/20/62	2	\$132,000	\$0	\$132,000
75 rORIO	London & Overseas	CNL1920	12/20/62	3	\$445,200	\$0	\$445,200
75 rORIO	London & Overseas	CNL1919/CU2554	12/20/63	2	\$132,000	\$0	\$132,000
75 rORIO	London & Overseas	CNL1920/CU2555	12/20/63	3	\$445,200	\$0	\$445,200
75 rORIO	London & Overseas	560CU5512(A)	2/11/65	3	\$613,700	\$0	\$613,700
75 rORIO	London & Overseas	K10966	2/11/65	4	\$615,000	\$0	\$615,000
75 rORIO	London & Overseas	CU5512	2/11/66	3	\$613,700	\$0	\$613,700
75 rORIO	London & Overseas	K10966(B)	2/11/66	4	\$615,000	\$0	\$615,000
75 rORIO	London & Overseas	CU5512	2/11/67	3	\$613,700	\$0	\$613,700
75 rORIO	London & Overseas	K10966	2/11/67	4	\$615,000	\$0	\$615,000
75 rORIO	London & Overseas	CU10087	3/11/68	2	\$132,800	\$0	\$132,800
75 rORIO	London & Overseas	CU10088	3/11/68	3	\$1,011,000	\$0	\$1,011,000
75 rORIO	London & Overseas	CU10087	3/11/69	2	\$132,800	\$0	\$132,800
75 rORIO	London & Overseas	CU10088(B)	3/11/69	3	\$1,011,000	\$0	\$1,011,000
75 rORIO	London & Overseas	CU10087	3/11/70	2	\$132,800	\$132,800	\$0
75 rORIO	London & Overseas	CU10088	3/11/70	3	\$1,011,000	\$114,580	\$896,420
					\$9,001,900	\$247,380	\$8,754,520
76 rKWLM	Louisville became Limited	LIME Street Insurance Company PY156680	6/11/80	1	\$138,000	\$138,000	\$0
76 rKWLM	Louisville became Limited	LIME Street Insurance Company PY106880	6/11/80	2	\$287,371	\$86,760	\$200,611
76 rKWLM	Louisville became Limited	LIME Street Insurance Company PY156680	6/11/81	1	\$138,000	\$138,000	\$0
76 rKWLM	Louisville became Limited	LIME Street Insurance Company PY106880	6/11/81	2	\$278,829	\$48,035	\$230,794
76 rKWLM	Louisville became Limited	LIME Street Insurance Company PY156680	6/11/82	1	\$138,000	\$138,000	\$0
76 rKWLM	Louisville became Limited	LIME Street Insurance Company PY106880	6/11/82	2	\$283,797	\$24,220	\$259,577
76 rKWLM	Louisville became Limited	LIME Street Insurance Company PY156680	12/1/82	1	\$138,000	\$138,000	\$0

76 rKWLM	Louisville Limited	became	LIME Street Insurance Company	PY106880	12/1/82	2	\$283,800	\$283,800	\$0
76 rKWLM	Louisville Limited	became	LIME Street Insurance Company	KY059783	12/1/83	1	\$261,950	\$0	\$261,950
76 rKWLM	Louisville Limited	became	LIME Street Insurance Company	KY059883	12/1/83	2	\$335,425	\$0	\$335,425
76 rKWLM	Louisville Limited	became	LIME Street Insurance Company	KY059783	12/1/84	1	\$261,951	\$0	\$261,951
76 rKWLM	Louisville Limited	became	LIME Street Insurance Company	KY059883	12/1/84	2	\$362,699	\$0	\$362,699
76 rKWLM	Louisville Limited	became	LIME Street Insurance Company	PY238184	12/1/84	4	\$200,000	\$0	\$200,000
76 rKWLM	Louisville Limited	became	LIME Street Insurance Company	KY059783	12/1/85	1	\$325,000	\$0	\$325,000
76 rKWLM	Louisville Limited	became	LIME Street Insurance Company	KY059883	12/1/85	2	\$450,000	\$0	\$450,000
							\$3,882,822	\$994,816	\$2,888,006
82 rKWLM	Mutual Reinsurance Company Limited			881/UGL0519	6/11/75	2	\$398,340	\$398,340	\$0
82 rKWLM	Mutual Reinsurance Company Limited			UGL0520	6/11/75	3	\$280,109	\$66,293	\$213,817
82 rKWLM	Mutual Reinsurance Company Limited			881/UGL0519	6/11/76	2	\$398,340	\$398,340	\$0
82 rKWLM	Mutual Reinsurance Company Limited			UGL0520	6/11/76	3	\$280,109	\$176,311	\$103,798
82 rKWLM	Mutual Reinsurance Company Limited			881/UGL0519	6/11/77	2	\$398,348	\$212,344	\$186,004
82 rKWLM	Mutual Reinsurance Company Limited			UGL0520	6/11/77	3	\$280,109	\$0	\$280,109
82 rKWLM	Mutual Reinsurance Company Limited			881/UGL0732	6/11/78	1	\$194,250	\$85,664	\$108,586
82 rKWLM	Mutual Reinsurance Company Limited			881/UGL0734	6/11/78	2	\$323,751	\$0	\$323,751
82 rKWLM	Mutual Reinsurance Company Limited			881/UGL0732	6/11/79	1	\$194,250	\$102,523	\$91,727
82 rKWLM	Mutual Reinsurance Company Limited			881/UGL0734	6/11/79	2	\$323,751	\$0	\$323,751
82 rKWLM	Mutual Reinsurance Company Limited			PY156680	6/11/80	1	\$206,800	\$206,800	\$0
82 rKWLM	Mutual Reinsurance Company Limited			PY106880	6/11/80	2	\$430,640	\$130,015	\$300,625
82 rKWLM	Mutual Reinsurance Company Limited			PY156680	6/11/81	1	\$206,800	\$206,800	\$0
82 rKWLM	Mutual Reinsurance Company Limited			PY106880	6/11/81	2	\$417,839	\$71,983	\$345,856
82 rKWLM	Mutual Reinsurance Company Limited			PY156680	6/11/82	1	\$206,800	\$206,800	\$0
82 rKWLM	Mutual Reinsurance Company Limited			PY106880	6/11/82	2	\$425,284	\$36,295	\$388,989
82 rKWLM	Mutual Reinsurance Company Limited			PY156680	12/1/82	1	\$206,800	\$206,800	\$0
82 rKWLM	Mutual Reinsurance Company Limited			PY106880	12/1/82	2	\$425,300	\$425,300	\$0
82 rKWLM	Mutual Reinsurance Company Limited			KY059783	12/1/83	1	\$314,600	\$0	\$314,600
82 rKWLM	Mutual Reinsurance Company Limited			KY059883	12/1/83	2	\$402,843	\$0	\$402,843
82 rKWLM	Mutual Reinsurance Company Limited			KY059783	12/1/84	1	\$314,601	\$0	\$314,601
82 rKWLM	Mutual Reinsurance Company Limited			KY059883	12/1/84	2	\$435,599	\$0	\$435,599
82 rKWLM	Mutual Reinsurance Company Limited			PY238184	12/1/84	4	\$204,000	\$0	\$204,000
82 rKWLM	Mutual Reinsurance Company Limited			KY059783	12/1/85	1	\$331,500	\$0	\$331,500
82 rKWLM	Mutual Reinsurance Company Limited			KY059883	12/1/85	2	\$459,000	\$0	\$459,000
							\$8,059,765	\$2,930,610	\$5,129,156
83 rLBNY	North Atlantic Insurance Company, Ltd.			881/UGL0519	6/11/75	2	\$114,660	\$114,660	\$0
83 rLBNY	North Atlantic Insurance Company, Ltd.			881/UGL1005	6/11/75	7	\$300,025	\$0	\$300,025
83 rLBNY	North Atlantic Insurance Company, Ltd.			881/UGL0519	6/11/76	2	\$114,660	\$114,660	\$0
83 rLBNY	North Atlantic Insurance Company, Ltd.			881/UGL1005	6/11/76	7	\$300,025	\$0	\$300,025

83 rLBNY	North Atlantic Insurance Company, Ltd.	881/UGL0519	6/11/77	2	\$114,660	\$61,121	\$53,539
83 rLBNY	North Atlantic Insurance Company, Ltd.	881/UGL1005	6/11/77	7	\$300,025	\$0	\$300,025
83 rLBNY	North Atlantic Insurance Company, Ltd.	881/UKL0734	6/11/78	2	\$299,998	\$0	\$299,998
83 rLBNY	North Atlantic Insurance Company, Ltd.	881/UKL0730	6/11/78	7	\$299,915	\$0	\$299,915
83 rLBNY	North Atlantic Insurance Company, Ltd.	881/UKL0734	6/11/79	2	\$299,998	\$0	\$299,998
83 rLBNY	North Atlantic Insurance Company, Ltd.	PY107279	6/11/79	7	\$376,250	\$0	\$376,250
83 rLBNY	North Atlantic Insurance Company, Ltd.	PY106880	6/11/80	2	\$277,400	\$83,750	\$193,650
83 rLBNY	North Atlantic Insurance Company, Ltd.	PY107080	6/11/80	5	\$250,000	\$0	\$250,000
83 rLBNY	North Atlantic Insurance Company, Ltd.	PY107280	6/11/80	7	\$363,650	\$0	\$363,650
					\$3,411,266	\$374,191	\$3,037,075
89 rORIO	Orion	CK3135	5/31/58	2	\$142,425	\$0	\$142,425
89 rORIO	Orion	CK3135	5/31/59	2	\$142,425	\$0	\$142,425
89 rORIO	Orion	CK5135	5/31/60	2	\$142,425	\$0	\$142,425
89 rORIO	Orion	CNL87216	5/31/61	3	\$60,000	\$0	\$60,000
89 rORIO	Orion	CNL87217	5/31/61	4	\$37,100	\$0	\$37,100
89 rORIO	Orion	CNL87219	5/31/61	6	\$20,000	\$0	\$20,000
89 rORIO	Orion	CNL87216	5/31/62	3	\$60,000	\$0	\$60,000
89 rORIO	Orion	CNL87217	5/31/62	4	\$37,100	\$0	\$37,100
89 rORIO	Orion	CNL1918	12/20/62	1	\$9,670	\$0	\$9,670
89 rORIO	Orion	CNL1920	12/20/62	3	\$89,250	\$0	\$89,250
89 rORIO	Orion	CNL1918/CU2553	12/20/63	1	\$9,670	\$0	\$9,670
89 rORIO	Orion	CNL1920/CU2555	12/20/63	3	\$89,250	\$0	\$89,250
89 rORIO	Orion	CU10086	3/11/68	1	\$30,000	\$0	\$30,000
89 rORIO	Orion	CU10088	3/11/68	3	\$126,000	\$0	\$126,000
89 rORIO	Orion	CU10088(B)	3/11/69	3	\$126,000	\$0	\$126,000
89 rORIO	Orion	CU10086	3/11/70	1	\$30,000	\$30,000	\$0
89 rORIO	Orion	CU10088	3/11/70	3	\$61,085	\$0	\$61,085
					\$1,212,400	\$30,000	\$1,182,400
90 rORIO	Orion O/OR15	CNL87218	5/31/61	5	\$44,688	\$0	\$44,688
90 rORIO	Orion O/OR15	CNL87218	5/31/62	5	\$44,688	\$0	\$44,688
90 rORIO	Orion O/OR15	CNL87219	5/31/62	6	\$20,000	\$0	\$20,000
90 rORIO	Orion O/OR15	K10966	2/11/65	4	\$133,250	\$0	\$133,250
90 rORIO	Orion O/OR15	K10966(B)	2/11/66	4	\$133,250	\$0	\$133,250
90 rORIO	Orion O/OR15	K10966	2/11/67	4	\$133,250	\$0	\$133,250
90 rORIO	Orion O/OR15	CU10088	3/11/70	3	\$64,915	\$14,280	\$50,635
					\$574,040	\$14,280	\$559,760
91 rORIO	Orion T	CNL87215	5/31/61	2	\$270,000	\$0	\$270,000
91 rORIO	Orion T	CNL87216	5/31/61	3	\$100,000	\$0	\$100,000
91 rORIO	Orion T	CNL87217	5/31/61	4	\$60,300	\$0	\$60,300
91 rORIO	Orion T	CNL87218	5/31/61	5	\$275,000	\$0	\$275,000
91 rORIO	Orion T	CNL87215	5/31/62	2	\$270,000	\$0	\$270,000
91 rORIO	Orion T	CNL87216	5/31/62	3	\$100,000	\$0	\$100,000
91 rORIO	Orion T	CNL87217	5/31/62	4	\$60,300	\$0	\$60,300

91 rORIO	Orion T	CNL87218	5/31/62	5	\$275,000	\$0	\$275,000
91 rORIO	Orion T	CNL1919	12/20/62	2	\$435,200	\$0	\$435,200
91 rORIO	Orion T	CNL1920	12/20/62	3	\$445,200	\$0	\$445,200
91 rORIO	Orion T	CNL1919/CU2554	12/20/63	2	\$435,200	\$0	\$435,200
91 rORIO	Orion T	CNL1920/CU2555	12/20/63	3	\$445,200	\$0	\$445,200
91 rORIO	Orion T	K10965 (A)	2/11/65	1	\$93,100	\$0	\$93,100
91 rORIO	Orion T	CU5511	2/11/65	2	\$513,200	\$0	\$513,200
91 rORIO	Orion T	560CU5512(A)	2/11/65	3	\$613,700	\$0	\$613,700
91 rORIO	Orion T	K10966	2/11/65	4	\$1,025,000	\$0	\$1,025,000
91 rORIO	Orion T	K10965	2/11/66	1	\$93,100	\$93,100	\$0
91 rORIO	Orion T	CU5511	2/11/66	2	\$513,200	\$64,150	\$449,050
91 rORIO	Orion T	CU5512	2/11/66	3	\$613,700	\$0	\$613,700
91 rORIO	Orion T	K10966 (B)	2/11/66	4	\$1,025,000	\$0	\$1,025,000
91 rORIO	Orion T	K10965 (C)	2/11/67	1	\$93,100	\$0	\$93,100
91 rORIO	Orion T	CU5511	2/11/67	2	\$513,200	\$0	\$513,200
91 rORIO	Orion T	CU5512	2/11/67	3	\$613,700	\$0	\$613,700
91 rORIO	Orion T	K10966	2/11/67	4	\$1,025,000	\$0	\$1,025,000
91 rORIO	Orion T	CU10087	3/11/68	2	\$352,800	\$0	\$352,800
91 rORIO	Orion T	CU10088	3/11/68	3	\$1,896,000	\$0	\$1,896,000
91 rORIO	Orion T	K19755,19756 (A)	3/11/68	4	\$105,000	\$0	\$105,000
91 rORIO	Orion T	CU10087	3/11/69	2	\$352,800	\$0	\$352,800
91 rORIO	Orion T	CU10088 (B)	3/11/69	3	\$1,896,000	\$0	\$1,896,000
91 rORIO	Orion T	K19755,19756	3/11/69	4	\$105,000	\$0	\$105,000
91 rORIO	Orion T	CU10087	3/11/70	2	\$352,800	\$352,800	\$0
91 rORIO	Orion T	CU10088	3/11/70	3	\$1,896,000	\$214,880	\$1,681,120
91 rORIO	Orion T	K19755,19756	3/11/70	4	\$105,000	\$0	\$105,000
					\$16,967,800	\$724,930	\$16,242,870
94 rPTOP	Pine Top (UK)	881/UKL0732	6/11/78	1	\$100,002	\$44,101	\$55,901
94 rPTOP	Pine Top (UK)	881/UKL0732	6/11/79	1	\$100,002	\$52,780	\$47,222
94 rPTOP	Pine Top (UK)	PY106879	6/11/79	2	\$10,140	\$0	\$10,140
					\$210,143	\$96,881	\$113,263
103 rSLAT	Slater Walker	881/UGL0519	6/11/75	2	\$76,440	\$76,440	\$0
103 rSLAT	Slater Walker	881/UGL0519	6/11/76	2	\$76,440	\$76,440	\$0
103 rSLAT	Slater Walker	881/UGL0519	6/11/77	2	\$76,440	\$40,747	\$35,693
					\$229,320	\$193,627	\$35,693
104 rSOAM	Southern American Insurance Co. (London)	K24288	6/11/71	1	\$20,402	\$0	\$20,402
104 rSOAM	Southern American Insurance Co. (London)	CX4041	6/11/71	2	\$21,433	\$0	\$21,433
104 rSOAM	Southern American Insurance Co. (London)	K25298	6/11/72	2	\$32,512	\$22,352	\$10,160
104 rSOAM	Southern American Insurance Co. (London)	K25298	6/11/73	2	\$29,200	\$29,200	\$0
104 rSOAM	Southern American Insurance Co. (London)	K25298	6/11/74	2	\$29,216	\$18,435	\$10,781
104 rSOAM	Southern American Insurance Co. (London)	881/UGL0519	6/11/75	2	\$39,960	\$39,960	\$0
104 rSOAM	Southern American Insurance Co. (London)	UGL0520	6/11/75	3	\$28,085	\$6,647	\$21,438
104 rSOAM	Southern American Insurance Co. (London)	881/UGL0519	6/11/76	2	\$39,960	\$39,960	\$0

104 rSOAM	Southern American Insurance Co. (London)	UGL0520	6/11/76	3	\$28,085	\$17,678	\$10,407
104 rSOAM	Southern American Insurance Co. (London)	881/UGL0519	6/11/77	2	\$39,940	\$21,290	\$18,649
104 rSOAM	Southern American Insurance Co. (London)	UGL0520	6/11/77	3	\$28,085	\$0	\$28,085
					\$336,877	\$195,522	\$141,355
106 rSOVA	Sovereign Aviation	K10966	2/11/65	4	\$102,500	\$0	\$102,500
106 rSOVA	Sovereign Aviation	K10966(B)	2/11/66	4	\$102,500	\$0	\$102,500
106 rSOVA	Sovereign Aviation	K10966	2/11/67	4	\$102,500	\$0	\$102,500
					\$307,500	\$0	\$307,500
107 rSOVA	Sovereign Non-Marine	CNL87218	5/31/61	5	\$27,500	\$0	\$27,500
					\$27,500	\$0	\$27,500
108 rSTHL	St. Helens Insurance Company, Ltd.	K10966	2/11/65	4	\$820,000	\$0	\$820,000
108 rSTHL	St. Helens Insurance Company, Ltd.	K10966(B)	2/11/66	4	\$820,000	\$0	\$820,000
108 rSTHL	St. Helens Insurance Company, Ltd.	K10966	2/11/67	4	\$820,000	\$0	\$820,000
					\$2,460,000	\$0	\$2,460,000
124 rKWLM	Walbrook Insurance Company Limited	K25298	6/11/72	2	\$379,528	\$260,926	\$118,603
124 rKWLM	Walbrook Insurance Company Limited	K25298	6/11/73	2	\$389,440	\$389,440	\$0
124 rKWLM	Walbrook Insurance Company Limited	K25298	6/11/74	2	\$389,400	\$245,704	\$143,696
124 rKWLM	Walbrook Insurance Company Limited	881/UGL0519	6/11/75	2	\$398,340	\$398,340	\$0
124 rKWLM	Walbrook Insurance Company Limited	UGL0520	6/11/75	3	\$280,109	\$66,293	\$213,817
124 rKWLM	Walbrook Insurance Company Limited	881/UGL0519	6/11/76	2	\$398,340	\$398,340	\$0
124 rKWLM	Walbrook Insurance Company Limited	UGL0520	6/11/76	3	\$280,109	\$176,311	\$103,798
124 rKWLM	Walbrook Insurance Company Limited	881/UGL0519	6/11/77	2	\$398,348	\$212,344	\$186,004
124 rKWLM	Walbrook Insurance Company Limited	UGL0520	6/11/77	3	\$280,109	\$0	\$280,109
124 rKWLM	Walbrook Insurance Company Limited	881/UKL0732	6/11/78	1	\$399,450	\$176,158	\$223,293
124 rKWLM	Walbrook Insurance Company Limited	881/UKL0734	6/11/78	2	\$665,751	\$0	\$665,751
124 rKWLM	Walbrook Insurance Company Limited	881/UKL0732	6/11/79	1	\$399,450	\$210,826	\$188,624
124 rKWLM	Walbrook Insurance Company Limited	881/UKL0734	6/11/79	2	\$665,751	\$0	\$665,751
124 rKWLM	Walbrook Insurance Company Limited	PY156680	6/11/80	1	\$471,000	\$471,000	\$0
124 rKWLM	Walbrook Insurance Company Limited	PY106880	6/11/80	2	\$980,810	\$296,117	\$684,693
124 rKWLM	Walbrook Insurance Company Limited	PY156680	6/11/81	1	\$471,000	\$471,000	\$0
124 rKWLM	Walbrook Insurance Company Limited	PY106880	6/11/81	2	\$951,656	\$163,947	\$787,709
124 rKWLM	Walbrook Insurance Company Limited	PY156680	6/11/82	1	\$471,000	\$471,000	\$0
124 rKWLM	Walbrook Insurance Company Limited	PY106880	6/11/82	2	\$968,612	\$82,665	\$885,947
124 rKWLM	Walbrook Insurance Company Limited	PY156680	12/1/82	1	\$471,000	\$471,000	\$0
124 rKWLM	Walbrook Insurance Company Limited	PY106880	12/1/82	2	\$968,600	\$968,600	\$0
124 rKWLM	Walbrook Insurance Company Limited	KY059783	12/1/83	1	\$803,725	\$0	\$803,725
124 rKWLM	Walbrook Insurance Company Limited	KY059883	12/1/83	2	\$1,029,164	\$0	\$1,029,164
124 rKWLM	Walbrook Insurance Company Limited	KY059783	12/1/84	1	\$803,728	\$0	\$803,728
124 rKWLM	Walbrook Insurance Company Limited	KY059883	12/1/84	2	\$1,112,848	\$0	\$1,112,848
124 rKWLM	Walbrook Insurance Company Limited	PY238184	12/1/84	4	\$695,000	\$0	\$695,000
124 rKWLM	Walbrook Insurance Company Limited	KY059783	12/1/85	1	\$1,129,375	\$0	\$1,129,375

124 rKWL	Walbrook Insurance Company Limited	KY059883	12/1/85	2	\$1,563,750	\$0	\$1,563,750
					\$18,215,396	\$5,930,010	\$12,285,385
202 rYVAL	Yuval	K25298	6/11/73	2	\$47,040	\$47,040	\$0
202 rYVAL	Yuval	K25298	6/11/74	2	\$47,040	\$29,681	\$17,359
					\$94,080	\$76,721	\$17,359
217 rLOYD	British Northwestern	K19755,19756	3/11/69	4	\$999,600	\$0	\$999,600
					\$999,600	\$0	\$999,600
401 rIEOA	Administrative Management Services Syndicate, Ltd., Inc.	005137-000-0	12/1/85	2	\$40,000	\$0	\$40,000
402 rIEOA	American Royal Syndicate, Inc.	005137-000-0	12/1/85	2	\$40,000	\$0	\$40,000
403 rIEOA	W.F. Poe Syndicate, Inc.	005137-000-0	12/1/85	2	\$95,000	\$0	\$95,000
404 rIEOA	AIB Syndicate, Inc.	005137-000-0	12/1/85	2	\$50,000	\$0	\$50,000
405 rIEOA	B.G.H. Syndicate, Inc.	005137-000-0	12/1/85	2	\$41,670	\$0	\$41,670
406 rIEOA	First Inter-Continent Insurance Syndicate, Inc.	005137-000-0	12/1/85	2	\$41,665	\$0	\$41,665
407 rIEOA	Miami Savings Insurance Syndicate, Inc.	005137-000-0	12/1/85	2	\$41,665	\$0	\$41,665
408 rIEOA	Syndicate One, Inc.	005137-000-0	12/1/85	2	\$50,000	\$0	\$50,000
409 rIEOA	Synvex Corporation	005137-000-0	12/1/85	2	\$50,000	\$0	\$50,000
410 rIEOA	Zinopa Corporation	005137-000-0	12/1/85	2	\$50,000	\$0	\$50,000
					\$500,000	\$0	\$500,000
1013 rBERC	BERCANUS INSURANCE COMPANY	BX4023	6/11/78	3	\$2,000,000	\$0	\$2,000,000
					\$2,000,000	\$0	\$2,000,000
1017 rCANU	CANADIAN UNIVERSAL INSURANCE COMPANY	NXTPL11282	6/11/75	6	\$500,000	\$0	\$500,000
1017 rCANU	CANADIAN UNIVERSAL INSURANCE COMPANY	NXTPL11282	6/11/76	6	\$500,000	\$0	\$500,000
1017 rCANU	CANADIAN UNIVERSAL INSURANCE COMPANY	NXTPL11282	6/11/77	6	\$500,000	\$0	\$500,000
1017 rCANU	CANADIAN UNIVERSAL INSURANCE COMPANY	NXTPL15949	6/11/78	4	\$500,000	\$0	\$500,000
					\$2,000,000	\$0	\$2,000,000
1019 rCOLO	COLONIAL ASSURANCE COMPANY	CGL226352	6/11/76	3	\$1,425,000	\$896,948	\$528,052
1019 rCOLO	COLONIAL ASSURANCE COMPANY	CGL226352	6/11/77	3	\$1,425,000	\$0	\$1,425,000
1019 rCOLO	COLONIAL ASSURANCE COMPANY	CGL226359	6/11/78	3	\$600,000	\$0	\$600,000
					\$3,450,000	\$896,948	\$2,553,052
1021 rCTAR	CENTAUR INSURANCE COMPANY	CML100366	6/11/82	6	\$6,000,000	\$0	\$6,000,000
1021 rCTAR	CENTAUR INSURANCE COMPANY	CML100366	6/11/82	7	\$9,500,000	\$0	\$9,500,000
1021 rCTAR	CENTAUR INSURANCE COMPANY	CML100366	6/11/82	8	\$3,000,000	\$0	\$3,000,000
1021 rCTAR	CENTAUR INSURANCE COMPANY	CML100366	6/11/82	9	\$4,000,000	\$0	\$4,000,000
					\$22,500,000	\$0	\$22,500,000

1042 HOME	HOME INSURANCE COMPANY	HEC9305374	7/14/69	3	\$885,000	\$0	\$885,000
1042 HOME	HOME INSURANCE COMPANY	HEC9305374	7/14/69	4	\$999,600	\$0	\$999,600
1042 HOME	HOME INSURANCE COMPANY	HEC9305374	3/11/70	3	\$885,000	\$88,500	\$796,500
1042 HOME	HOME INSURANCE COMPANY	HEC9305374	3/11/70	4	\$892,500	\$0	\$892,500
1042 HOME	HOME INSURANCE COMPANY	HEC9305374	3/11/70	4	\$999,600	\$0	\$999,600
1042 HOME	HOME INSURANCE COMPANY	HEC9920107	6/11/71	1	\$500,000	\$0	\$500,000
1042 HOME	HOME INSURANCE COMPANY	HEC9920108	6/11/71	2	\$3,500,000	\$0	\$3,500,000
1042 HOME	HOME INSURANCE COMPANY	HEC9920108	6/11/71	3	\$500,000	\$0	\$500,000
1042 HOME	HOME INSURANCE COMPANY	HEC9920108	6/11/71	4	\$1,500,000	\$0	\$1,500,000
1042 HOME	HOME INSURANCE COMPANY	HEC4345068	6/11/72	1	\$1,000,000	\$1,000,000	\$0
1042 HOME	HOME INSURANCE COMPANY	HEC4356241	6/11/72	5	\$7,000,000	\$0	\$7,000,000
1042 HOME	HOME INSURANCE COMPANY	HEC4345068	6/11/73	1	\$1,000,000	\$1,000,000	\$0
1042 HOME	HOME INSURANCE COMPANY	HEC4356241	6/11/73	5	\$7,000,000	\$0	\$7,000,000
1042 HOME	HOME INSURANCE COMPANY	HEC4345068	6/11/74	1	\$1,000,000	\$1,000,000	\$0
1042 HOME	HOME INSURANCE COMPANY	HEC4356241	6/11/74	5	\$7,000,000	\$0	\$7,000,000
1042 HOME	HOME INSURANCE COMPANY	HEC4973974	6/11/75	1	\$1,000,000	\$1,000,000	\$0
1042 HOME	HOME INSURANCE COMPANY	HEC4496216	6/11/75	5	\$5,000,000	\$0	\$5,000,000
1042 HOME	HOME INSURANCE COMPANY	HEC4496217	6/11/75	6	\$2,000,000	\$0	\$2,000,000
1042 HOME	HOME INSURANCE COMPANY	HEC4496218	6/11/75	7	\$3,000,000	\$0	\$3,000,000
1042 HOME	HOME INSURANCE COMPANY	HEC4973974	6/11/76	1	\$1,000,000	\$1,000,000	\$0
1042 HOME	HOME INSURANCE COMPANY	HEC4496216	6/11/76	5	\$5,000,000	\$0	\$5,000,000
1042 HOME	HOME INSURANCE COMPANY	HEC4496217	6/11/76	6	\$2,000,000	\$0	\$2,000,000
1042 HOME	HOME INSURANCE COMPANY	HEC4496218	6/11/76	7	\$3,000,000	\$0	\$3,000,000
1042 HOME	HOME INSURANCE COMPANY	HEC4973974	6/11/77	1	\$1,000,000	\$1,000,000	\$0
1042 HOME	HOME INSURANCE COMPANY	HEC4496216	6/11/77	5	\$5,000,000	\$0	\$5,000,000
1042 HOME	HOME INSURANCE COMPANY	HEC4496217	6/11/77	6	\$2,000,000	\$0	\$2,000,000
1042 HOME	HOME INSURANCE COMPANY	HEC4496218	6/11/77	7	\$3,000,000	\$0	\$3,000,000
					\$67,661,700	\$6,088,500	\$61,573,200
1043 rGSNC	INSURANCE COMPANY OF FLORIDA (GSN Corp.)	FXX102015	6/11/81	8	\$1,000,000	\$0	\$1,000,000
					\$1,000,000	\$0	\$1,000,000
1045 rIDEA	IDEAL MUTUAL INSURANCE COMPANY	0067	6/11/81	8	\$1,000,000	\$0	\$1,000,000
1045 rIDEA	IDEAL MUTUAL INSURANCE COMPANY	0107	6/11/82	8	\$4,000,000	\$0	\$4,000,000
1045 rIDEA	IDEAL MUTUAL INSURANCE COMPANY	0107	6/11/82	9	\$1,000,000	\$0	\$1,000,000
1045 rIDEA	IDEAL MUTUAL INSURANCE COMPANY	0131	12/1/82	8	\$4,000,000	\$0	\$4,000,000
1045 rIDEA	IDEAL MUTUAL INSURANCE COMPANY	0131	12/1/82	9	\$1,000,000	\$0	\$1,000,000
1045 rIDEA	IDEAL MUTUAL INSURANCE COMPANY	0181	12/1/83	8	\$3,500,000	\$0	\$3,500,000
1045 rIDEA	IDEAL MUTUAL INSURANCE COMPANY	0181	12/1/83	9	\$1,000,000	\$0	\$1,000,000
					\$15,500,000	\$0	\$15,500,000



1051	rINTE	INTEGRITY INSURANCE COMPANY	XL200280	6/11/78	5	\$2,000,000	\$0	\$2,000,000
1051	rINTE	INTEGRITY INSURANCE COMPANY	XL200670	6/11/79	5	\$3,000,000	\$0	\$3,000,000
1051	rINTE	INTEGRITY INSURANCE COMPANY	XL201682	6/11/80	5	\$3,000,000	\$0	\$3,000,000
1051	rINTE	INTEGRITY INSURANCE COMPANY	XL201683	6/11/80	7	\$2,000,000	\$0	\$2,000,000
1051	rINTE	INTEGRITY INSURANCE COMPANY	XL203201	6/11/81	5	\$3,000,000	\$0	\$3,000,000
1051	rINTE	INTEGRITY INSURANCE COMPANY	XL204038	6/11/82	5	\$3,000,000	\$0	\$3,000,000
1051	rINTE	INTEGRITY INSURANCE COMPANY	XL206899	12/1/82	5	\$3,000,000	\$551,650	\$2,448,350
1051	rINTE	INTEGRITY INSURANCE COMPANY	XL207900	12/1/83	5	\$1,000,000	\$0	\$1,000,000
1051	rINTE	INTEGRITY INSURANCE COMPANY	XL209582	12/1/84	3	\$1,000,000	\$0	\$1,000,000
1051	rINTE	INTEGRITY INSURANCE COMPANY	XL209582	12/1/84	6	\$5,000,000	\$0	\$5,000,000
						\$26,000,000	\$551,650	\$25,448,350
1058	rMFMI	MUTUAL FIRE AND MARINE INSURANCE COMPANY	EL100017	6/11/76	3	\$1,500,000	\$883,783	\$616,217
1058	rMFMI	MUTUAL FIRE AND MARINE INSURANCE COMPANY	EL100450	6/11/77	3	\$1,500,000	\$0	\$1,500,000
						\$3,000,000	\$883,783	\$2,116,217
1059	rMIDL	MIDLAND INSURANCE COMPANY	XL1461	6/11/71	3	\$2,500,000	\$0	\$2,500,000
1059	rMIDL	MIDLAND INSURANCE COMPANY	XL1462	6/11/71	4	\$4,500,000	\$0	\$4,500,000
1059	rMIDL	MIDLAND INSURANCE COMPANY	XL2245	6/11/72	3	\$3,000,000	\$0	\$3,000,000
1059	rMIDL	MIDLAND INSURANCE COMPANY	XL2246	6/11/72	4	\$2,000,000	\$0	\$2,000,000
1059	rMIDL	MIDLAND INSURANCE COMPANY	SL590030	6/11/72	5	\$500,000	\$0	\$500,000
1059	rMIDL	MIDLAND INSURANCE COMPANY	XL2245	6/11/73	3	\$3,000,000	\$1,747,783	\$1,252,217
1059	rMIDL	MIDLAND INSURANCE COMPANY	XL2246	6/11/73	4	\$2,000,000	\$0	\$2,000,000
1059	rMIDL	MIDLAND INSURANCE COMPANY	SL590030	6/11/73	5	\$500,000	\$0	\$500,000
1059	rMIDL	MIDLAND INSURANCE COMPANY	XL2245	6/11/74	3	\$3,000,000	\$0	\$3,000,000
1059	rMIDL	MIDLAND INSURANCE COMPANY	XL2246	6/11/74	4	\$2,000,000	\$0	\$2,000,000
1059	rMIDL	MIDLAND INSURANCE COMPANY	SL590030	6/11/74	5	\$500,000	\$0	\$500,000
1059	rMIDL	MIDLAND INSURANCE COMPANY	XL146203	6/11/75	3	\$1,000,000	\$236,667	\$763,333
1059	rMIDL	MIDLAND INSURANCE COMPANY	XL146204	6/11/75	4	\$2,000,000	\$0	\$2,000,000
1059	rMIDL	MIDLAND INSURANCE COMPANY	XL146205	6/11/75	6	\$2,000,000	\$0	\$2,000,000
1059	rMIDL	MIDLAND INSURANCE COMPANY	XL146203	6/11/76	3	\$1,000,000	\$629,437	\$370,563
1059	rMIDL	MIDLAND INSURANCE COMPANY	XL146204	6/11/76	4	\$2,000,000	\$0	\$2,000,000
1059	rMIDL	MIDLAND INSURANCE COMPANY	XL146206	6/11/76	6	\$2,500,000	\$0	\$2,500,000
1059	rMIDL	MIDLAND INSURANCE COMPANY	XL146203	6/11/77	3	\$1,000,000	\$0	\$1,000,000
1059	rMIDL	MIDLAND INSURANCE COMPANY	XL146204	6/11/77	4	\$2,000,000	\$0	\$2,000,000
1059	rMIDL	MIDLAND INSURANCE COMPANY	XL146205	6/11/77	6	\$2,500,000	\$0	\$2,500,000
1059	rMIDL	MIDLAND INSURANCE COMPANY	XL160001	6/11/78	3	\$3,000,000	\$0	\$3,000,000
1059	rMIDL	MIDLAND INSURANCE COMPANY	XL160002	6/11/78	5	\$1,000,000	\$0	\$1,000,000
1059	rMIDL	MIDLAND INSURANCE COMPANY	XL147667	6/11/79	3	\$4,000,000	\$0	\$4,000,000
1059	rMIDL	MIDLAND INSURANCE COMPANY	XL147668	6/11/79	5	\$1,000,000	\$0	\$1,000,000
1059	rMIDL	MIDLAND INSURANCE COMPANY	XL706649	6/11/80	3	\$4,000,000	\$0	\$4,000,000
1059	rMIDL	MIDLAND INSURANCE COMPANY	XL706650	6/11/80	5	\$1,000,000	\$0	\$1,000,000
1059	rMIDL	MIDLAND INSURANCE COMPANY	XL724404	6/11/81	3	\$4,000,000	\$0	\$4,000,000
1059	rMIDL	MIDLAND INSURANCE COMPANY	XL724405	6/11/81	5	\$1,000,000	\$0	\$1,000,000
1059	rMIDL	MIDLAND INSURANCE COMPANY	XL724706	11/6/81	9	\$4,000,000	\$0	\$4,000,000
1059	rMIDL	MIDLAND INSURANCE COMPANY	XL725195	6/11/82	3	\$4,000,000	\$0	\$4,000,000
1059	rMIDL	MIDLAND INSURANCE COMPANY	XL725196	6/11/82	5	\$1,000,000	\$0	\$1,000,000

1059 rMIDL	MIDLAND INSURANCE COMPANY	XL725197	6/11/82	9	\$5,000,000	\$0	\$5,000,000
1059 rMIDL	MIDLAND INSURANCE COMPANY	XL748604	12/1/82	3	\$4,500,000	\$4,500,000	\$0
1059 rMIDL	MIDLAND INSURANCE COMPANY	XL748605	12/1/82	5	\$1,000,000	\$183,883	\$816,117
1059 rMIDL	MIDLAND INSURANCE COMPANY	XL748606	12/1/82	9	\$5,000,000	\$0	\$5,000,000
1059 rMIDL	MIDLAND INSURANCE COMPANY	XL749468	12/1/83	3	\$6,500,000	\$0	\$6,500,000
1059 rMIDL	MIDLAND INSURANCE COMPANY	XL749469	12/1/83	4	\$2,000,000	\$0	\$2,000,000
1059 rMIDL	MIDLAND INSURANCE COMPANY	XL749470	12/1/83	5	\$1,000,000	\$0	\$1,000,000
1059 rMIDL	MIDLAND INSURANCE COMPANY	XL749471	12/1/83	7	\$2,500,000	\$0	\$2,500,000
1059 rMIDL	MIDLAND INSURANCE COMPANY	XL749472	12/1/83	8	\$3,000,000	\$0	\$3,000,000
1059 rMIDL	MIDLAND INSURANCE COMPANY	XL749473	12/1/83	9	\$5,000,000	\$0	\$5,000,000
1059 rMIDL	MIDLAND INSURANCE COMPANY	XL770724	12/1/84	3	\$3,600,000	\$0	\$3,600,000
1059 rMIDL	MIDLAND INSURANCE COMPANY	XL770725	12/1/84	4	\$4,250,000	\$0	\$4,250,000
1059 rMIDL	MIDLAND INSURANCE COMPANY	XL770726	12/1/84	5	\$2,900,000	\$0	\$2,900,000
1059 rMIDL	MIDLAND INSURANCE COMPANY	XL770727	12/1/84	7	\$3,500,000	\$0	\$3,500,000
1059 rMIDL	MIDLAND INSURANCE COMPANY	XL770728	12/1/84	8	\$5,000,000	\$0	\$5,000,000
					\$122,250,000	\$7,297,770	\$114,952,230
						0	
1060 rMISS	MISSION NATIONAL INSURANCE COMPANY	MN015917	6/11/82	3	\$2,000,000	\$0	\$2,000,000
1060 rMISS	MISSION NATIONAL INSURANCE COMPANY	MN015980	6/11/82	9	\$5,000,000	\$0	\$5,000,000
1060 rMISS	MISSION NATIONAL INSURANCE COMPANY	MN016923	12/1/82	3	\$2,000,000	\$2,000,000	\$0
1060 rMISS	MISSION NATIONAL INSURANCE COMPANY	MN016926	12/1/82	7	\$3,000,000	\$0	\$3,000,000
1060 rMISS	MISSION NATIONAL INSURANCE COMPANY	MN016922	12/1/82	9	\$7,000,000	\$0	\$7,000,000
1060 rMISS	MISSION NATIONAL INSURANCE COMPANY	MN016923	12/1/83	3	\$2,000,000	\$0	\$2,000,000
1060 rMISS	MISSION NATIONAL INSURANCE COMPANY	MN016926	12/1/83	7	\$3,000,000	\$0	\$3,000,000
1060 rMISS	MISSION NATIONAL INSURANCE COMPANY	MN016922	12/1/83	9	\$7,000,000	\$0	\$7,000,000
1060 rMISS	MISSION NATIONAL INSURANCE COMPANY	MN041559	12/1/84	2	\$335,000	\$0	\$335,000
1060 rMISS	MISSION NATIONAL INSURANCE COMPANY	MN041560	12/1/84	3	\$2,000,000	\$0	\$2,000,000
1060 rMISS	MISSION NATIONAL INSURANCE COMPANY	MN041561	12/1/84	5	\$1,515,000	\$0	\$1,515,000
1060 rMISS	MISSION NATIONAL INSURANCE COMPANY	MN041562	12/1/84	8	\$2,150,000	\$0	\$2,150,000
					\$37,000,000	\$2,000,000	\$35,000,000
1061 rMISS	MISSION INSURANCE COMPANY	M74547	6/11/71	2	\$50,000	\$0	\$50,000
1061 rMISS	MISSION INSURANCE COMPANY	M74546	6/11/71	4	\$1,000,000	\$0	\$1,000,000
1061 rMISS	MISSION INSURANCE COMPANY	M75633	6/11/72	7	\$2,200,000	\$0	\$2,200,000
1061 rMISS	MISSION INSURANCE COMPANY	M75633	6/11/73	7	\$2,200,000	\$0	\$2,200,000
1061 rMISS	MISSION INSURANCE COMPANY	M75633	6/11/74	7	\$2,200,000	\$0	\$2,200,000
1061 rMISS	MISSION INSURANCE COMPANY	M81714	6/21/74	8	\$2,250,000	\$0	\$2,250,000
1061 rMISS	MISSION INSURANCE COMPANY	M81715	6/21/74	9	\$1,250,000	\$0	\$1,250,000
1061 rMISS	MISSION INSURANCE COMPANY	M831030	6/11/75	3	\$1,000,000	\$236,667	\$763,333
1061 rMISS	MISSION INSURANCE COMPANY	M831031	6/11/75	6	\$2,500,000	\$0	\$2,500,000
1061 rMISS	MISSION INSURANCE COMPANY	M831032	6/11/75	7	\$2,200,000	\$0	\$2,200,000
1061 rMISS	MISSION INSURANCE COMPANY	M831033	6/11/75	8	\$3,000,000	\$0	\$3,000,000
1061 rMISS	MISSION INSURANCE COMPANY	M831034	6/11/75	9	\$2,250,000	\$0	\$2,250,000
1061 rMISS	MISSION INSURANCE COMPANY	M831030	6/11/76	3	\$575,000	\$361,926	\$213,074
1061 rMISS	MISSION INSURANCE COMPANY	M831031	6/11/76	6	\$2,500,000	\$0	\$2,500,000
1061 rMISS	MISSION INSURANCE COMPANY	M831032	6/11/76	7	\$2,200,000	\$0	\$2,200,000

1061 rMISS	MISSION INSURANCE COMPANY	M831033	6/11/76	8	\$3,000,000	\$0	\$3,000,000
1061 rMISS	MISSION INSURANCE COMPANY	MM000143	6/11/81	3	\$2,000,000	\$0	\$2,000,000
					\$32,375,000	\$598,593	\$31,776,407
1071 rPINE	PINE TOP INSURANCE COMPANY	MLP101718	6/11/79	6	\$5,000,000	\$0	\$5,000,000
1071 rPINE	PINE TOP INSURANCE COMPANY	MLP101753	6/11/80	6	\$6,000,000	\$0	\$6,000,000
1071 rPINE	PINE TOP INSURANCE COMPANY	MLP101753	6/11/80	7	\$4,000,000	\$0	\$4,000,000
1071 rPINE	PINE TOP INSURANCE COMPANY	MLP101771	6/11/81	6	\$6,000,000	\$0	\$6,000,000
1071 rPINE	PINE TOP INSURANCE COMPANY	MLP101771	6/11/81	7	\$4,000,000	\$0	\$4,000,000
					\$25,000,000	\$0	\$25,000,000
1077 rRESE	RESERVE INSURANCE COMPANY	XEL015464	6/21/74	9	\$1,000,000	\$0	\$1,000,000
					\$1,000,000	\$0	\$1,000,000
1081 rSOUS	SOUTHERN AMERICAN INSURANCE COMPANY (US)	XX800328	6/11/80	8	\$1,000,000	\$0	\$1,000,000
1081 rSOUS	SOUTHERN AMERICAN INSURANCE COMPANY (US)	XX800333	6/11/80	9	\$1,000,000	\$0	\$1,000,000
					\$2,000,000	\$0	\$2,000,000
1086 rTCAS	TRANSIT CASUALTY COMPANY	SCU955181	6/11/79	3	\$5,500,000	\$0	\$5,500,000
1086 rTCAS	TRANSIT CASUALTY COMPANY	SCU955182	6/11/79	7	\$4,500,000	\$0	\$4,500,000
1086 rTCAS	TRANSIT CASUALTY COMPANY	SCU955548	6/11/80	3	\$6,000,000	\$0	\$6,000,000
1086 rTCAS	TRANSIT CASUALTY COMPANY	SCU955549	6/11/80	7	\$4,000,000	\$0	\$4,000,000
1086 rTCAS	TRANSIT CASUALTY COMPANY	SCU955555	6/11/80	8	\$5,000,000	\$0	\$5,000,000
					\$25,000,000	\$0	\$25,000,000
					\$515,476,76	\$41,146,354	\$474,330,415
						9	

**EXHIBIT "A-3"**  
**Funding Payment Agreement**

**Cash Settlements**

<b><u>Insurer</u></b>	<b><u>Original Settlement Amount</u></b>
Hartford Accident and Indemnity Company	\$ 26,000,000
TIG Insurance Company	\$ 20,940,000
North River Insurance Company, et al. (JU Policies)	\$ 40,181,000
American Centennial	\$ 7,000,000
Employers Insurance of Wausau	\$ 2,950,000
X.L. Insurance Company	\$ 32,000,000
Total Settlement Amount	\$ 129,071,000

**EXHIBIT "B"**  
**Funding Payment Agreement**

**ASSIGNMENT OF INDEMNIFICATION AGREEMENT**

THIS ASSIGNMENT OF INDEMNIFICATION AGREEMENT is between Dow Corning Corporation, a Michigan corporation, as reorganized pursuant to the confirmed Joint Plan of Reorganization in case number 95-20512 in the United States Bankruptcy Court for the Eastern District of Michigan, Northern Division ("Assignor"), American Home Products Corporation, a corporation organized and existing under the laws of the State of Delaware and having offices of its Wyeth-Ayerst Laboratories Division at Radnor (P.O. Box 8299, Philadelphia), Pennsylvania 19101 ("AHPC"), and the DCC Litigation Facility, Inc., a Delaware corporation ("Assignee") established pursuant to the Joint Plan of Reorganization of Dow Corning dated as of February 4, 1999, as further amended, modified, or supplemented from time to time (the "Plan") and confirmed by order (the "Confirmation Order") of the United States Bankruptcy Court for the Eastern District of Michigan (the "Bankruptcy Court") dated November 30, 1999.

**RECITALS**

**WHEREAS**, Assignor entered into that certain Indemnification Agreement with AHPC, dated January 1, 1994 (the "Contract"). A true and complete copy of the Contract is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes; and

**WHEREAS**, Assignor desires to assign the Contract to Assignee in accordance with the terms of the Plan and Confirmation Order.

**NOW THEREFORE**, in consideration for the mutual promises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the undersigned hereby agree as follows:

**ASSIGNMENT**

1. Assignor assigns to Assignee all of Assignor's right, title, and interest in and to the Contract and all of Assignor's rights thereunder.
2. Assignee assumes all of Assignor's liabilities and obligations under the Contract.
3. Assignor warrants and represents that the Contract attached as Exhibit "A" is a true and complete copy of the Contract and the Contract has not been amended, either in writing or orally. Assignor further warrants and represents that the Contract is in full force and effect and that, to the best of Assignor's knowledge, there exists no default under the Contract. Assignor hereby agrees to defend, indemnify and hold Assignee harmless from and against any and all claims, liabilities, expenses and damages resulting from the inaccuracy of Assignor's representations and warranties set forth herein.
4. AHPC consents to this Assignment of the Contract.

5. This assignment shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of Assignor and Assignee. This Assignment shall be interpreted and construed in accordance with the laws of the State of Michigan.

6. This Agreement may be executed in multiple counterparts, all of which shall constitute a single agreement and contains the entire agreement of the Parties.

In witness whereof, the Parties have executed this Assignment on this \_\_\_\_ day of \_\_\_\_\_, [ \_\_\_\_\_ ].

DOW CORNING CORPORATION

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

AMERICAN HOME PRODUCTS CORPORATION

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "C"**  
**Funding Payment Agreement**  
**SUBORDINATED PROMISSORY NOTE**

**\$150,000,000.00** \_\_\_\_\_, 1999

FOR VALUE RECEIVED, the undersigned, DOW CORNING CORPORATION, a Michigan corporation ("Maker"), hereby promises to pay to the order of [**insert: THE DOW CHEMICAL COMPANY /or/ CORNING INCORPORATED**] (the "Lender") on or before [insert date that is tenth anniversary of the Effective Date] the principal sum of ONE HUNDRED FIFTY MILLION DOLLARS (\$150,000,000.00) or, if less, the aggregate unpaid principal amount of all Advances made by the Lender and outstanding pursuant to that certain credit facility (the "Credit Facility") established pursuant to the Funding Payment Agreement, dated as of \_\_\_\_\_, 1999 (the "Funding Agreement"), among Maker, [Settlement Facility], [Litigation Facility], Lender and [**insert: Corning Incorporated \or\ The Dow Chemical Company**]. Maker further promises to make payments of principal prior to the final maturity of this Promissory Note in such amounts as are necessary to reduce the principal outstanding under the Credit Facility to an amount that shall not exceed the amount permitted to be outstanding pursuant to the Amortization Schedule.

Maker also promises to pay interest on the unpaid principal amount from time to time outstanding under this Promissory Note from the date loaned or advanced until paid at the rates per annum and on the dates specified in the Credit Facility; provided, however, in the event Maker fails to pay any indebtedness evidenced by this Promissory Note as and when such indebtedness becomes due, interest shall accrue on the amount so unpaid at the Default Rate until payment is made.

Payments of both principal and interest are to be made to Lender in lawful money of the United States of America in same day or immediately available funds as follows: [**insert account/address**], or to such other address and/or account as Lender may from time to time designate in writing.

This Promissory Note is a promissory note referred to in, and evidences indebtedness incurred under, the Credit Facility established pursuant to the Funding Agreement, to which reference is made for a statement of the terms and conditions on which Maker is permitted and required to make prepayments and repayments of principal of the indebtedness evidenced by this Promissory Note (including, without limitation, any payments required by the Amortization Schedule). Without limiting the generality of the foregoing, pursuant to Section 3.11 of the Funding Agreement, the obligations of Maker under this Promissory Note shall be subordinate in all respects to the obligation of Maker to make payments required by Article 2 of the Funding Agreement if an event of default has occurred and is continuing with respect to Maker's obligations under Article 2 of the Funding Agreement. Unless otherwise defined herein or the context otherwise requires, terms used herein shall have the meanings provided in the Funding Agreement.

Maker hereby irrevocably authorizes the Lender to make (or cause to be made) appropriate notations on the grid attached to this Promissory Note (or on any continuation of such grid), which notations, if made, shall evidence, inter alia, the date and the outstanding principal of the Advances and other indebtedness evidenced hereby. Such notations shall be rebuttable presumptive evidence of the accuracy of the information so set forth; provided, however, that the failure of any Lender to make any such notations shall not limit or otherwise affect any obligations of Maker.

Maker waives presentment for payment, demand, protest and notice of dishonor.

Maker agrees to pay all fees, costs and expenses, including attorneys' fees, incurred by Lender in endeavoring to collect any amounts payable hereunder which are not paid when due or otherwise incurred by Lender in enforcing its rights under this Promissory Note or the Credit Facility.

In the event of a default in payment under this Promissory Note or the Credit Facility, Lender, as provided in the Credit Facility, shall be relieved of its obligation to fund Call Notices, and Lender shall have the right to pursue any and all remedies from the Court after notice to all other Parties and the opportunity for hearing. The rights and remedies available to Lender under the Credit Facility, this Promissory Note or applicable law shall be cumulative and may be pursued singly, successively or together against Maker. The failure of Lender to exercise any right or remedy shall, in no event, be construed as a waiver or release of such right or remedy.

This Promissory Note shall be governed by the laws of the State of New York without regard to conflict of law principles.

DOW CORNING CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Schedule Attached to Dow Corning Corporation Promissory Note, dated \_\_\_\_\_, 1999

Date	Amount of Advance	Amount of Repayment	Unpaid Principal Balance	Notation Made by

**EXHIBIT “D”**  
**Funding Payment Agreement**

**Settled Insurance Companies with Potential Obligations to Pay  
Additional Insurance Proceeds**

AIG Member Companies: AIU Insurance Company, American Home Assurance Company, Birmingham Fire Insurance Company of Pennsylvania, Granite State Insurance Company, Insurance Company of the State of Pennsylvania, Lexington Insurance Company and National Union Fire Insurance Company of Pittsburgh, PA

Andrew Weir Insurance Company Limited

Anglo-American Insurance Company, Limited

Argonaut Insurance Company

The Bermuda Fire and Marine Insurance Company Limited

Bryanston Insurance Company Limited

The KWELM Companies: Kingscroft Insurance Company Limited (formerly Dart Insurance Company Limited and Dart and Kraft Insurance Company Limited), Walbrook Insurance Company Limited, El Paso Insurance Company Limited, Lime Street Insurance Company Limited (formerly Louisville Insurance Company Limited), and Mutual Reinsurance Company Limited

OIC Run-Off Limited (formerly The Orion Insurance Company PLC)

The London and Overseas Insurance Company Limited

Pine Top Insurance Company

Royal Indemnity Company

Southern American Insurance Company

Timber Insurance Limited

Transit Casualty Company

Westport Insurance Corporation

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