

BURNS AND ROE ENTERPRISES, INC.

**Agreement and Addendum to the Plan of Reorganization of
Burns and Roe Enterprises, Inc., and Burns and Roe Construction Group, Inc.**

This Addendum is agreed to by and among: the Burns and Roe Parties, CNA, the Committee, and the Legal Representative. This Addendum provides the exclusive procedures for determining whether and how much CNA must pay for Trust Claims under the Plan.

WHEREAS, CNA issued or allegedly issued the CNA Policies, including those listed on Exhibit 1; and

WHEREAS, the Debtors have been the subject of a number of claims alleging personal injury due to exposure to asbestos for which the Debtors are allegedly liable; and

WHEREAS, the Debtors have entered bankruptcy and have proposed the Plan that includes establishing a Trust to pay Trust Claims; and

WHEREAS, the Parties wish to agree to, and append to the Plan, exclusive procedures (a) to handle Potential CNA Trust Claims, and (b) to resolve any disputes regarding the Trust's and CNA's rights and obligations under the CNA Policies with respect to Trust Claims; and

WHEREAS, in exchange for the agreements reflected in this Addendum, CNA will, among other things, withdraw its objections to the confirmation of the Plan and consent to the assignment of rights under the CNA Policies as set forth below;

NOW, THEREFORE, in consideration of the mutual promises herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Section I
Introduction**

1.1 Definitions and Rules of Construction.

1.1(a) The following terms shall have the meaning set forth below wherever they appear in this Addendum. Capitalized terms not defined herein shall have the meaning set forth in the Bankruptcy Code.

- (1) "Accepted Claim" means a Potential CNA Trust Claim that CNA unconditionally agrees to defend and to pay in the event of a Final Judgment or settlement of the Potential CNA Trust Claim by CNA.
- (2) "Addendum" means this Agreement and Addendum to the Plan, which shall be (i) made an Exhibit to the Plan and (ii) deemed to be a Plan Document.

- (3) "Adversary Proceeding" means *Burns and Roe Enterprises, Inc. v. Continental Casualty Company, et al.*, Adversary Proceeding 00-3755(RG), filed in the Bankruptcy Court.
- (4) "Affirming Order" means an order or orders of the District Court issuing or affirming the Confirmation Order.
- (5) "AIG Released Party" means (i) American Home Assurance Company, National Union Fire Insurance Company of Pittsburgh, Pa., Granite State Insurance Company and the Insurance Company of the State of Pennsylvania, (ii) each of their respective parents, affiliates, subsidiaries, divisions, holding companies, merged companies, acquired companies, predecessors-in-interest, successors-in-interest and assigns, solely in their capacities as such, and (iii) each of the directors, officers, shareholders, agents and employees of the foregoing, solely in their capacities as such.
- (6) "Asbestos Legislation" means any legislation enacted into law by the United States of America that (i) regulates, limits or controls the prosecution of asbestos personal injury claims in the state and federal courts, and (ii) creates, purports to create or results in creating an obligation of CNA to pay money pursuant to the legislation for the benefit of asbestos personal injury claimants generally and not only for the benefit of holders of Potential CNA Trust Claims under the Plan. The term "Asbestos Legislation" does not mean any state or federal legislation that concerns only general tort reform, class action reform, malpractice reform, or tax reform, or any other legislation that would regulate, limit or control claims not arising from or attributable to exposure to asbestos or asbestos containing products. For the avoidance of doubt, the fact that legislation alters or modifies the requirements or standards for establishing liability against the Debtors or the Trust for Asbestos Personal Injury Claims (including legislation that imposes medical and/or exposure criteria, imposes strict liability on the Debtors and/or the Trust for Asbestos Personal Injury Claims, or regulates or limits the jurisdiction or forum in which an Asbestos Personal Injury Claim may be brought) does not make such legislation "Asbestos Legislation" under this Agreement and Addendum.
- (7) "Asbestos Personal Injury Claim" means a Claim against the Debtors, whether in the nature of or sounding in tort, contract, warranty or any other theory of law, equity or admiralty for, attributable to or arising by reason of, directly or indirectly, physical, emotional or other personal injuries or other damages to or death of natural person(s) caused, or allegedly caused, in whole or in part (alone or in combination with any other dust, mineral, fiber, substance or material) directly or indirectly, by the presence of, or exposure to, asbestos or asbestos-containing materials manufactured, sold, supplied, produced, distributed, specified, installed, handled or in any other way used and arising or allegedly arising, directly

or indirectly, from acts or omissions of the Debtors (or from another person, firm, corporation or other Entity for or with which the Debtors are or may be liable), including all claims, debts, obligations or liabilities for compensatory damages (such as loss of consortium, wrongful death, survivorship, proximate, consequential, general or special damages) and punitive damages, excluding Workers Compensation Claims.

- (8) "Asbestos Personal Injury Trust" means the Burns and Roe Asbestos Personal Injury Trust established pursuant to the Asbestos Personal Injury Trust Agreement in accordance with the terms of Section 7.1 of the Plan.
- (9) "Asbestos Personal Injury Trust Agreement" means the agreement between the Debtors, the Committee, the Legal Representative, and the Asbestos Personal Injury Trust establishing the Asbestos Personal Injury Trust, and all exhibits thereto, substantially in the form of Exhibit C attached to the Plan as amended from time to time according to its terms.
- (10) "Asbestos Personal Injury Trust Documents" means the documents establishing and governing the terms and conditions for the operation and administration of the Asbestos Personal Injury Trust including (i) the Asbestos Personal Injury Trust Agreement, (ii) the Trust Distribution Procedures, and (iii) the Insurance Rights Transfer Agreement.
- (11) "Bankruptcy Code" means title 11 of the United States Code, as it exists on the Execution Date.
- (12) "Bankruptcy Court" means the United States Bankruptcy Court for the District of New Jersey, having jurisdiction over the Bankruptcy Cases and, to the extent of any withdrawal of the reference made pursuant to Section 157 of title 28 of the United States Code, the District Court.
- (13) "BBRRCo." means a single-purpose wholly-owned subsidiary (which may be a corporation or a limited liability company) of the Asbestos Personal Injury Trust. Upon and after its formation, BBRRCo.: (i) shall exist solely for the purpose of resolving Potential CNA Trust Claims through litigation or settlement pursuant to this Addendum, (ii) shall have no assets, operations, business, activities or obligations of any nature except as set forth in this Addendum, and (iii) shall not be an Affiliate (as defined in Section 1.1(a)(19)(i) below) of any Burns and Roe Party.
- (14) "Burns and Roe Parties" or individually, a "Burns and Roe Party" means (i) Burns and Roe Enterprises, Inc.; Winona Hudson Corporation; Burns and Roe Group, Inc.; Burns and Roe Construction Group, Inc.; Burns and Roe Services Corp., and (ii) each other Person over which, as of the Execution Date, the Parties listed in (i) above have the legal right, by way of contract, express corporate authority, or direct or indirect majority ownership, to act on behalf of or to bind and which are insureds under a

Subject Insurance Policy, including each of the respective directors, members, officers, shareholders, agents and employees of the Persons listed in (i) above, solely in their capacities as such, and those Entities listed on Exhibit A of the Plan.

- (15) "Burns and Roe Insured Party" means any Burns and Roe Party that is entitled to benefits under one or more of the CNA Policies.
- (16) "Cases" or "Bankruptcy Cases" means the jointly-administered bankruptcy cases for the Debtors in the Bankruptcy Court, bearing the captions and case numbers *In re Burns and Roe Enterprises, Inc.*, No. 00-41610(RG), and *In re Burns and Roe Construction Group, Inc.*, No. 05-47946(RG).
- (17) "Claim" means a claim, as that term is defined in Section 101(5) of the Bankruptcy Code, against the Debtors.
- (18) "Classified/Confidential Documents" has the meaning ascribed to that term in Section 2.7(b)(2) hereto.
- (19) "CNA" means Continental Casualty Company, American Casualty Company of Reading, Pa., and Commercial Insurance Company of Newark, N.J., and any past or present predecessor, successor, assign, Affiliate or subsidiary of any or all of them, solely in their capacities as such. For the purposes of this definition and Section 1.1(a)(13) only:
- (i) "Affiliate" means (a) any Entity directly or indirectly Controlling, Controlled by, or under common Control with such other Entity, and (b) any officer, director, member, manager or partner of such other Entity, solely in their capacities as such; and
- (ii) "Control" (including "Controlling and Controlled") means the direct or indirect possession of the power to direct or cause the direction of the management and policies of the specified entity, through the ownership of equity interests therein, by contract or otherwise.
- (20) "CNA Policy" or "CNA Policies" means those Subject Insurance Policies issued by CNA or for which CNA is responsible, including those listed on Exhibit 1 hereto.
- (21) "Committee" means the Official Committee of Unsecured Creditors appointed in the Cases.
- (22) "Confirmation Order" means an order or order(s) of the Bankruptcy Court confirming the Plan and issuing the Permanent Channeling Injunction.
- (23) "Coverage Litigation" means the Adversary Proceeding and/or any other lawsuits, arbitrations, or dispute resolution proceedings that are currently

pending or that may be commenced in the future in which the rights and obligations of any of the Parties, the Trust or any holder of a Potential CNA Trust Claim may be adjudicated with respect to the CNA Policies, as set forth herein at Section 2.2.

- (24) "Debtors" means Burns and Roe Enterprises, Inc., a New Jersey corporation, and Burns and Roe Construction Group, Inc., a Delaware corporation.
- (25) "Demand" means a demand for payment, present or future, that (i) was not a Claim during the Cases, (ii) arises out of the same or similar conduct or events that gave rise to Asbestos Personal Injury Claims or Indirect Asbestos Personal Injury Claims, and (iii) pursuant to the Plan is to be paid by the Asbestos Personal Injury Trust.
- (26) "Denied Claim" means a Potential CNA Trust Claim that CNA asserts that it will neither defend nor pay in the event of a Final Judgment or settlement of the Potential CNA Trust Claim.
- (27) "Disclosure Statement" means the Disclosure Statement describing the Plan prepared in accordance with Section 1125 of the Bankruptcy Code as approved by order of the Bankruptcy Court, as the same may be amended or modified from time to time.
- (28) "District Court" shall have the meaning given to that term in the Plan, except when used as part of the title of a specific federal district court.
- (29) "Effective Date" means the date that is the first business day on which all conditions to the effectiveness of the Plan under Section 8.2 of the Plan have been satisfied or waived.
- (30) "Entity" means a person (as defined in Section 101(41) of the Bankruptcy Code), individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, estate, entity, trust, trustee, unincorporated organization, government, governmental unit (as defined in Section 101(27) of the Bankruptcy Code), agency or political subdivision thereof, the United States Trustee or any other entity.
- (31) "Execution Date" means the first date on which: (a) a Final Order of the Bankruptcy Court has been entered authorizing the Committee, the Legal Representative and the Debtors to enter into and perform their obligations under this Addendum (excluding those obligations that are conditioned upon and become effective only upon the Effective Date or a later date, as provided in this Addendum), and (b) this Addendum has been executed by all of the Parties.
- (32) "Final Confirmation Date" means the later of (i) the Effective Date; or (ii) the date the Affirming Order becomes a Final Order.

- (33) "Final Order" or "Final Judgment" means an order, ruling or judgment that is: (i) no longer subject to review, reversal, modification or amendment by motion for rehearing or reconsideration, appeal, or writ of certiorari, under applicable court rules or statutes; and (ii) not subject to any stay or injunction against its effectiveness or enforcement.
- (34) "Hartford Released Party" means (i) Hartford Accident and Indemnity Company, Hartford Casualty Insurance Company, Twin City Fire Insurance Company, First State Insurance Company, Hartford Fire Insurance Company, New York Underwriters Insurance Company, Hartford Underwriters Insurance Company and New England Insurance Company; (ii) each of their respective parents, subsidiaries, divisions, holding companies, merged companies, acquired companies, predecessors-in-interest, successors-in-interest and assigns, including The Hartford Financial Services Group, Inc., solely in their capacities as such; and (iii) the directors, officers, shareholders, agents and employees of the foregoing, solely in their capacities as such.
- (35) "Indirect Asbestos Personal Injury Claim" means a Claim for contribution, reimbursement, indemnity or subrogation (as those terms may be defined pursuant to the law of the relevant jurisdiction) that is: (i) held by an Entity (a) who has been, is or may become a defendant or respondent in an action or proceeding seeking damages for Asbestos Personal Injury Claims, or (b) seeking reimbursement or payment of settlements paid by or on behalf of codefendants or litigation of defense costs, including without limitation legal fees, incurred in connection with litigation involving Asbestos Personal Injury Claims; and (ii) asserted against the Debtors for (a) reimbursement of all or any portion of any damages any such Entity has paid or may pay to the Entities asserting such Asbestos Personal Injury Claims, or (b) reimbursement of related litigation or defense costs.
- (36) "Injunctions" means the Insurance Entity Injunction and the Permanent Channeling Injunction.
- (37) "Insurance Entity" means any Entity, including an insurance company, insurance broker, guaranty association or liquidator, that has issued, or that has actual or potential liability, duties or obligations with respect to any Subject Insurance Policy or Subject Insurance Settlement Agreement.
- (38) "Insurance Entity Injunction" means an order or orders of the Bankruptcy Court and/or the District Court as set forth in Section 7.12 of the Plan or any injunction pursuant to Section 105(a) of the Bankruptcy Code providing that no Entity shall be permitted to take any action against or seek payment from any Insurance Entity under any Subject Insurance Policy or Subject Insurance Settlement Agreement based upon, arising out of or attributable to any Trust Claim or Insurance Rights, whenever and

wherever arisen or asserted (including all Claims in the nature of or sounding in tort, contract, warranty or contribution, or any other theory of law, equity, or admiralty) except as authorized by the Trustee(s) in accordance with the Asbestos Personal Injury Trust Documents.

- (39) “Insurance Rights” shall mean any and all rights, titles, privileges, interests, claims, demands or entitlements of the Debtors to any proceeds, payments, initial or supplemental dividends, initial or supplemental scheme payments, causes or action, and choses in action arising under or attributable to the Subject Insurance Policies or the Subject Insurance Settlement Agreements, now existing or hereafter arising, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, disputed or undisputed, fixed or contingent, including:
- (i) any and all rights of any of the Debtors to pursue or receive payments under any Subject Insurance Policy or Subject Insurance Settlement Agreement, whether for liability, defense or otherwise;
 - (ii) any and all rights of any of the Debtors to pursue or receive payments under any Subject Insurance Policy or Subject Insurance Settlement Agreement from any domestic or foreign insolvent Insurance Entity or liquidator, whether in receivership, liquidation, rehabilitation, run-off, scheme of arrangement, or any other form of proceeding; and
 - (iii) any and all rights of any of the Debtors to pursue or receive payments under or with regard to any Subject Insurance Policy or Subject Insurance Settlement Agreement from any state insurance guaranty association or fund.
- (40) “Insurance Rights Transfer Agreement” means the Asbestos Insurance Rights Transfer Agreement referenced in Section 7.2 of the Plan and in substantially the form attached to the Plan as Exhibit B.
- (41) “Joint Defense Documents” has the meaning ascribed to that term in the Protective Order.
- (42) “Legal Representative” means Anthony R. Calascibetta, the official Legal Representative of Future Asbestos Personal Injury Claimants appointed by the Orders of the Bankruptcy Court dated March 19, 2002 and November 7, 2005, and any successor to him. “Legal Representative” specifically includes (i) Mr. Calascibetta or any other person appointed by order of the Bankruptcy Court pursuant to Section 524(g) of the Bankruptcy Code to serve prior to the Effective Date; or (ii) any other person appointed after the Effective Date pursuant to the Asbestos Personal Injury Trust Documents to serve as the post-consummation representative of future claimants with respect to Asbestos Personal Injury Trust and any successor to that person.

- (43) “Objection For Cause” means a specific basis for doubting the honesty, competence or independence of counsel. The fact that CNA hired a law firm to defend an unrelated case shall not, standing alone, provide the basis for an “Objection For Cause.”
- (44) “Offer-Accepting Claim” or “OA Claim” means a Potential CNA Trust Claim held by a claimant who accepts an offer of payment from the Trust pursuant to the Trust Distribution Procedures, other than payment provided pursuant to the procedures set forth in Section 7.6 of the Trust Distribution Procedures.
- (45) “Offer-Accepting Claimant” or “OA Claimant” means any holder of an OA Claim.
- (46) “Offer-Rejecting Claim” or “OR Claim” means a Potential CNA Trust Claim that is pursued by an OR Claimant who has commenced an action in the tort system pursuant to the procedures set forth in Section 7.6 of the Trust Distribution Procedures.
- (47) “Offer-Rejecting Claimant” or “OR Claimant” shall mean any holder of an OR Claim.
- (48) “Parties” means CNA, the Burns and Roe Parties, the Legal Representative, the Committee and, as of the Effective Date, the Trust (pursuant to Section 1.2(k)).
- (49) “Permanent Channeling Injunction” means an order or orders of the Bankruptcy Court and/or the District Court (which may be the Confirmation Order and/or the Affirming Order), issued pursuant to Sections 524(g) of the Bankruptcy Code permanently and forever staying, restraining, and enjoining an Entity from taking any action against any Protected Party or Settling Insurance Entity on, with respect to, or arising out of any Trust Claim, for the purpose of directly or indirectly, collecting, recovering, or receiving payment, including:
- (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding (including any action in a judicial, arbitral, administrative, or other forum) against or affecting any Protected Party or Settling Insurance Entity, or any property or interests in property of any Protected Party or Settling Insurance Entity;
 - (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against any Protected Party or Settling Insurance Entity, or any property or interests in property of any Protected Party;

(iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance against any Protected Party or Settling Insurance Entity, or any property or interests in property of any Protected Party;

(iv) setting off, seeking reimbursement of, contribution from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability owed to any protected Party or Settling Insurance Entity, or any property or interests in property of any Protected Party, except as provided in Section 7.9 of the Plan; and

(v) proceeding in any manner in any place with regard to any matter that is subject to resolution pursuant to the Asbestos Personal Injury Trust except in conformity and compliance with the Trust Distribution Procedures.

- (50) "Petition Date" means December 4, 2000, with respect to Burns and Roe Enterprises, Inc., and October 21, 2005, with respect to Burns and Roe Construction Group, Inc.
- (51) "Plan" means (i) the Third Amended Plan of Reorganization of Burns and Roe Enterprises, Inc., dated December 5, 2005, as the same may be amended or modified from time to time, and the Amended Plan of Reorganization of Burns and Roe Construction Group, Inc., dated December 5, 2005, incorporated therein, as the same may be amended or modified from time to time, or (ii) any plan of reorganization proposed in the Bankruptcy Cases; provided that, to be the "Plan" under either (i) or (ii), any plan of reorganization must (a) include the Injunctions, (b) include this Addendum as a Plan Document, and (c) otherwise be consistent with the terms of this Addendum.
- (52) "Plan Documents" means the Plan, and all exhibits thereto, including the Asbestos Personal Injury Trust Documents and this Addendum.
- (53) "Potential CNA Trust Claims" means Trust Claims with respect to which the claimant and/or the Trust asserts that, pursuant to one or more of the CNA Policies, CNA has a duty to defend, to pay liability, or to provide indemnity for such Trust Claim.
- (54) "Pre-1990 Documents" means currently existing documents in the Debtors' possession, custody or control, relating to work on projects performed by the Debtors prior to 1990, including any specification or use of asbestos on those projects and any pre-Effective Date asbestos personal injury or property damage claims allegedly relating to those projects.
- (55) "Protected Parties" means any of the following parties:

(i) the Debtors, the Reorganized Debtors, and any of their pre- and post-Confirmation Date officers, directors, stockholders, agents, employees, members, representatives, advisors, financial advisors, accountants and attorneys, in their capacities as such, except to the extent of the foregoing Entities' obligations and continuing obligations under the Plan.

(ii) any Entity, other than the Asbestos Personal Injury Trust and its successors, that, pursuant to the Plan or after the Effective Date, becomes a direct or indirect transferee of, or successor to, any assets of the Debtors or the Reorganized Debtors (but only to the extent that liability is asserted to exist by reason of becoming such a transferee or successor), excluding any Settling Insurance Entity;

(iii) any Entity that, pursuant to the Plan or after the Effective Date, makes a loan to the Reorganized Debtors, the Asbestos Personal Injury Trust or to a successor to, or transferee of, any assets of the Debtors, the Reorganized Debtors or the Asbestos Personal Injury Trust (but only to the extent any pledge of assets made in connection with such a loan is sought to be upset or impaired); or

(iv) any Entity, other than the Asbestos Personal Injury Trust, to the extent he, she, or it is alleged to be directly or indirectly liable for the conduct of or for Claims or Demands against the Debtors and/or the Reorganized Debtors solely by reason of one or more of the following:

(a) such Entity's past or present ownership of a financial interest in the Debtors or the Reorganized Debtors or a past or present affiliate of the Debtors or a predecessor in interest of the Debtors;

(b) such Entity's past or present involvement in the management of the Debtors or the Reorganized Debtors or a predecessor in interest of the Debtors;

(c) such Entity's past or present service as an officer, director, or employee of the Debtors or the Reorganized Debtors or a related party, as defined in 11 U.S.C. §524(g)(4)(A)(iii);

(d) such Entity's involvement in a transaction changing the corporate structure, or in a loan or other financial transaction affecting the financial condition, of the Debtors or the Reorganized Debtors or a related party, as defined in 11 U.S.C. §524(g)(4)(A)(iii), including, but not limited to:

(A) involvement in providing financing (debt or equity), or advice to an Entity involved in such transaction;
or

(B) acquiring or selling a financial interest in an Entity as part of such transaction.

- (56) "Protective Order" means the Non-Waiver and Protective Order entered by the Bankruptcy Court on April 9, 2007.
- (57) "Reorganized Debtors" means Burns and Roe Enterprises, Inc. and Burns and Roe Construction Group, Inc., as they shall exist on and after the Effective Date.
- (58) "Reservation of Rights Claim" means a Potential CNA Trust Claim that CNA agrees to defend subject to a reservation of CNA's right to assert one or more defenses to any CNA obligation to pay liability or provide indemnity.
- (59) "SDNY Action" means *Continental Casualty Company v. Burns and Roe Enterprises, Inc., et. al.*, No. 99 Civ. 12140 (RC), filed in the United States District Court for the Southern District of New York.
- (60) "Settling Insurance Entity" means (i) a Hartford Released Party, (ii) an AIG Released Party, (iii) any other Insurance Entity that (a) has entered into a settlement agreement that is sufficiently comprehensive in the determination of the Committee, the Legal Representative and the Debtors to warrant treatment under Section 524(g) of the Bankruptcy Code, and (b) is included on a schedule of Settling Insurance Entities filed by the Debtors, with the approval of the Committee and the Legal Representative, prior to the conclusion of the hearing held by the Bankruptcy Court on the confirmation of the Plan, and (iv) CNA, but only if and to the extent that CNA satisfies the provisions of Section 1.1(a)(60)(iii) hereto or the Trust so moves pursuant to Section 2.3 of this Addendum and such motion is granted by a Final Order of the District Court.
- (61) "Subject Insurance Policies" means all of the following insurance policies:
- (i) any insurance policy listed on Exhibit F of the Plan;
 - (ii) any liability insurance policy (including any general liability policy, employer's liability policy, wrap-up policy, site-specific policy or project specific policy; whether such policy is primary, umbrella, excess, or otherwise, whether known or unknown, whether domestic or foreign, and regardless of the policy territory covered) that (a) was issued to a Burns and Roe Party or (b) provides insurance coverage and/or other

benefits to a Burns and Roe Party for a policy period that commences prior to May 1, 1987, and that provides insurance coverage and/or benefits in connection with any Trust Claim; and

(iii) any liability insurance policy (including any general liability policy, employers' liability policy, wrap-up policy, site-specific policy or project-specific policy whether such policy is primary, umbrella, excess, or otherwise, whether known or unknown, whether domestic or foreign, and regardless of the policy territory covered) (a) that was issued to a Burns and Roe Party or that provides insurance coverage and/or other benefits to a Burns and Roe Party for a policy period that commences on or after May 1, 1987, (b) that provides insurance coverage and/or other benefits in connection with any Trust Claim, and (c) that does not contain an exclusion or exclusionary language that applies to exclude all Trust Claims. Notwithstanding the foregoing, "Subject Insurance Policies" shall not include:

(a) any insurance policy that does not provide coverage to the Debtors or to an entity listed on Exhibit A of the Plan;

(b) any insurance policy issued on or after May 1, 2004, unless and until a Trust Claim is asserted that is covered under such an insurance policy, in which case, such insurance policy shall be a Subject Insurance Policy only to the extent that said Trust Claim is so covered; and

(c) Workers' Compensation Insurance.

- (62) "Subject Insurance Settlement Agreements" means the agreements listed on the schedule attached as Exhibit G of the Plan, as such Exhibit may be amended by the Debtors from time to time prior to the Effective Date with the consent of the Committee and the Legal Representative; and any other agreements between an Insurance Entity and the Debtors or the Trust whereby an Insurance Entity has promised to make payments that cover or may cover all or part of one or more Trust Claims, including any agreement with an Insurance Entity relating to a Subject Insurance Policy and entered into by the Debtors or the Trust that is approved by the Bankruptcy Court.
- (63) "Trust" means the Asbestos Personal Injury Trust.
- (64) "Trust Advisory Committee" or "TAC" means the Trust Advisory Committee whose duties and responsibilities are set forth in Section 7.7 of the Plan and in the Asbestos Personal Injury Trust Documents.
- (65) "Trust Claim" means an Asbestos Personal Injury Claim, Indirect Asbestos Personal Injury Claim, or Demand.

- (66) "Trust Distribution Procedures" or "TDP" means those claims resolution and distribution procedures, substantially in the form of Exhibit H to the Plan, to be implemented by the Asbestos Personal Injury Trust pursuant to the terms and conditions of the Plan and the Asbestos Personal Injury Trust Documents to administer Claims of and distributions to holders of Trust Claims.
- (67) "Trustee(s)" means the individual(s) selected to act as trustee(s) pursuant to the terms of the Asbestos Personal Injury Trust Documents to administer the Asbestos Personal Injury Trust, and any successors thereto.
- (68) "Underlying Judgment" means a Final Judgment entered in favor of any claimant holding a Potential CNA Trust Claim against BBRRCo. in a court of general jurisdiction.
- (69) "Workers Compensation Claim" means a Claim or Demand of a present or former employee of the Debtors, who is currently receiving, currently has the right to receive, or may in the future have a right to receive, benefits under a government-mandated workers' compensation system. If such employee asserts an Asbestos Personal Injury Claim outside of such government workers' compensation system or in addition to a claim asserted in such government workers' compensation system, then such Claim shall be treated as an Asbestos Personal Injury Claim to the extent that applicable law permits such employee to pursue all or part of such Claim in that manner.
- (70) "Workers' Compensation Insurance" means any insurance policy or portion of any insurance policy to the extent that it provides insurance coverage or benefits for Workers' Compensation Claims.
- (71) Other Terms:
- (i) The words "herein," "hereof," "hereto," "hereunder," and others of similar import refer to the Addendum as a whole and not to any particular section, subsection, or clause contained in this Addendum, unless the context requires otherwise.
 - (ii) "Including" means "including but not limited to."
 - (iii) The plural includes the singular, and the singular includes the plural.

1.1(b) Rules of Construction.

- (1) The rules of construction contained in Section 102(3)-(5) and (7) of the Bankruptcy Code shall apply to the construction of the Addendum.

(2) In any situation in which the rights and obligations of the Parties are to be determined under the CNA Policies and/or applicable law, and where those CNA Policies and/or applicable law conflict with this Addendum, this Addendum shall control.

(3) All section or exhibit references to the Plan or to the Asbestos Personal Injury Trust Documents herein shall mean the corresponding substantively equivalent section or exhibit in any modified or amended plan of reorganization or amended trust documents.

1.2 Obligations and Agreements of the Parties in Connection with the Bankruptcy Cases.

1.2(a) Except as expressly stated herein, this Addendum shall be effective on the Effective Date. This Addendum constitutes a settlement and compromise of disputes among the Parties.

1.2(b) The Parties acknowledge that the following, among other things, are material agreements:

(1) This Subsection 1.2(b)(1) is effective immediately upon the Execution Date. Subject to Section 1.2(j), no Party will propose a plan of reorganization that is inconsistent with this Addendum or that changes in any way the manner in which this Addendum operates;

(2) Any claims handling procedures for Trust Claims set forth in the Plan, the Plan Documents or any court order in connection with the Plan and Plan Documents, other than this Addendum, and any payments made to claimants in connection with those procedures (in their current form or as amended or modified), are not binding on CNA;

(3) The Plan, the Plan Documents (other than this Addendum), the Confirmation Order, and the Affirming Order or any settlement agreement with any insurer other than CNA will not be deemed as an admission by any Party or be used as evidence to prove or argue that: (i) the determination of liability for, the settlement of, or the value assigned to any Trust Claim is binding upon CNA or, with respect to CNA or CNA's rights or obligations under the CNA Policies, is a reasonable settlement under state law, (ii) CNA participated in and/or consented to negotiation of or confirmation of the Plan or Plan Documents (other than this Addendum), or (iii) CNA consented to the Debtors' or the Trust's undertaking of any obligations or settlement of any Trust Claim (other than any obligations provided in or undertaken pursuant to this Addendum); and

(4) This Addendum sets forth the exclusive procedures for obtaining defense by CNA of, and payment from CNA of defense, liability and/or indemnity for, Trust Claims under the CNA Policies. On and after the Final Confirmation Date, any claim for defense, liability and/or indemnity for Potential CNA Trust Claims under the CNA Policies will be made pursuant to the terms set forth in this Addendum. The Trust will seek to recover from CNA for Potential CNA Trust Claims solely pursuant to an Underlying Judgment or a settlement entered into pursuant to Section 2.1 of this Addendum. Solely with respect to CNA, the Trust shall not use estimates, projections, aggregations, or statistical or other evidence to establish the total

amount of the Debtors' or the Trust's liability for Trust Claims (as provided in *UNR Indus. Inc., v. Continental Cas. Co.*, 942 F.2d 1101 (7th Cir. 1991), or otherwise); provided, however, this Section 1.2(b)(4) shall not preclude the Trust from using estimates, projections, or statistical or other evidence for any other purpose (including with respect to the percentage or proportion of past, present or future liability arising from "operations," "general liability," or "non-products" claims). Nothing in this Section 1.2(b)(4) precludes the filing and prosecution of consolidated claims pursuant to Section 2.1 or the pursuit of consolidated or aggregated claims for insurance coverage pursuant to Section 2.2.

1.2(c) CNA expressly consents to the assignment, grant and transfer of Insurance Rights to the Trust as set forth in and pursuant to the Insurance Rights Transfer Agreement and the Plan, provided that prior to the Final Confirmation Date: (i) no Party shall authorize the filing of any Potential CNA Trust Claim against BBRRCo., (ii) the Trust and BBRRCo. will not seek coverage, or present or tender a claim for defense, liability and/or indemnity under the CNA Policies. The Insurance Rights Transfer Agreement shall not make effective any transfer, grant or assignment of any Insurance Right under any CNA Policy until the Final Confirmation Date. Any and all otherwise applicable statutes of limitations or repose, or other time-related limitations shall be deemed to have been tolled for the period from the Effective Date through the Final Confirmation Date, and no Party shall assert or rely on any time-related defense to any claim by any Party related to such period.

1.2(d) The provisions of this Subsection 1.2(d) are effective immediately upon the Execution Date. Subject to Section 3.3, CNA will not argue directly or indirectly in the Bankruptcy Cases, that:

(1) the grant, assignment and transfer of the Insurance Rights to the Trust pursuant to the Plan and the Insurance Rights Transfer Agreement are not valid and effective; or

(2) the duties of CNA under the CNA Policies are diminished, reduced or eliminated by (i) the discharge, release and extinguishment of any or all obligations and liabilities of the Protected Parties for and in connection with Asbestos Personal Injury Claims; (ii) the assumption by the Trust of responsibility and liability for all Asbestos Personal Injury Claims; (iii) the assignment, transfer and grant of the Insurance Rights pursuant to the Plan and the Insurance Rights Transfer Agreement; or (iv) the treatment of Trust Claims or insurance proceeds as set forth in this Addendum; or

(3) the Plan, any Plan Document and/or the Insurance Rights Transfer Agreement materially increases CNA's risk of providing coverage under the CNA Policies as compared to the risk that was borne by CNA prior to the Petition Date or the Final Confirmation Date; or

(4) the Plan, any Plan Document, the negotiation or drafting of the Plan, any prior plan of reorganization, any settlement agreement with any proposed Settling Insurance Entity or any insurer other than CNA, or any ancillary document negotiated, drafted and/or filed in or in connection with the Bankruptcy Cases, and/or any Plan Documents, or any other act or omission of any nature in the Bankruptcy Cases violates any obligation of any Burns and Roe

Insured Party to CNA, including under any consent-to-settlement, cooperation, management of claims, no-action, or other provision of any CNA Policy.

1.2(e) The provisions of this Subsection 1.2(e) are effective immediately upon the Execution Date. Except as expressly provided in Section 3.3 of this Addendum:

(1) CNA shall, within ten (10) business days after the Execution Date, withdraw without prejudice all of its currently pending motions, applications and requests for relief in the Bankruptcy Cases, and any appeals from orders entered in the Bankruptcy Cases, including any and all of its objections to the Disclosure Statement, the Plan, the voting procedures applicable to the Plan, confirmation of the Plan, or any proposed Confirmation Order or Affirming Order, and shall pursue such objections only in the event that this Addendum is voided under Section 3.3. CNA shall promptly file a motion with the District Court in the appeals pending under Case Nos. 07-cv-1851(KSH) and 07-cv-3720(KSH) (collectively, the "Discovery Appeal") to withdraw and dismiss the appeals and to withdraw its motion for a stay of appeal, along with a proposed agreed order dissolving the "Order Granting CNA Stay Pending Appeal From Order of the Bankruptcy Court," dated April 9, 2007, Granting In Part, Motion of Debtors to Compel Production of Documents Withheld on the Basis of Common Interest" dated May 31, 2007. Such withdrawal shall be with prejudice and shall state that such withdrawal is pursuant to the parties' consensual resolution of the dispute between them;

(2) CNA shall not make, interpose or assert any further objection of any kind or on any basis whatsoever in the Bankruptcy Cases, including against the Disclosure Statement, the Plan, the voting procedures applicable to the Plan, confirmation of the Plan, or any proposed Confirmation Order and Affirming Order, except as allowed by Section 1.2(e)(3);

(3) CNA shall not (i) introduce, offer, present or sponsor any evidence or witness, (ii) assert, file or support any pleadings, briefs or arguments, or (iii) otherwise participate in any way in connection with the confirmation of the Plan, any appeal thereof, or any other aspect of the Bankruptcy Cases except (a) in support of this Addendum and (b) to the extent CNA has standing pursuant to Sections 1.2(e)(9), 1.2(f), 1.2(g) and 3.3(c) hereto. CNA shall not provide any assistance (financial or otherwise) to any Entity, including an Entity's representatives, in opposing confirmation of the Plan or otherwise participating in proceedings leading to a hearing on confirmation of the Plan, except that during a 60-day period starting on the Execution Date, CNA may transfer: (y) copies of documents produced in the SDNY Action or the Bankruptcy Cases to other non-Party insurers who are parties to the Bankruptcy Cases in their original form or in electronic form in Bates number order (with no document or page omitted, except for documents that this Addendum requires be returned to CNA), which shall not include CNA or its counsel's work product, and (z) non-work product documents relating to experts who have been jointly retained in the Bankruptcy Cases to the insurer(s) who have jointly retained those experts.

(4) CNA shall not object to or appeal the entry of a Confirmation Order that incorporates, includes and approves this Addendum;

(5) CNA shall withdraw on its own behalf, without prejudice, all of its outstanding discovery requests in the Bankruptcy Cases, including any motions, pleadings, appeals and requests related to those discovery requests and shall not make any further discovery requests in connection with the Bankruptcy Cases;

(6) CNA shall return to the Burns and Roe Parties, the Committee and the Legal Representative, and shall not use in any proceeding or case, any and all documents, files, electronic materials or other matter related to the negotiation of the Plan and any communications between or among the Burns and Roe Parties, the Committee and the Legal Representative that were provided by any or all of them to CNA during discovery proceedings in the Bankruptcy Cases; however, to the extent that CNA has possession on the Execution Date of any such documents requested jointly in discovery by CNA and a non-Party insurer, CNA may provide copies of such documents to any party that jointly requested those documents in their original form or in electronic form in Bates number order (with no document or page omitted, except for documents that this Addendum requires be returned by CNA), which shall not include CNA or its counsel's work product. Documents returned under this Section 1.2(e)(6) will be maintained by the Burns and Roe Parties, the Committee and the Legal Representative and will not be destroyed prior to the conclusion of Coverage Litigation without the prior written consent of CNA (such consent not to be unreasonably withheld);

(7) The Burns and Roe Parties, the Committee and the Legal Representative shall, within ten (10) business days after the Execution Date (A) withdraw without prejudice all outstanding discovery requests in the Bankruptcy Cases directed to CNA, including all currently pending motions, applications and requests for relief in the Bankruptcy Cases, and any appeals from orders entered in the Bankruptcy Cases related to those discovery requests, (B) not make any further discovery requests of CNA in connection with the Bankruptcy Cases and (C) shall return to CNA all documents listed on Exhibit 2 hereto. Documents returned under this Section 1.2(e)(7) will be produced to the Trust upon request in any Coverage Litigation, and will be maintained by CNA and will not be destroyed prior to the conclusion of Coverage Litigation without the prior written consent of the Trust (such consent not to be unreasonably withheld).

(8) Upon CNA's withdrawal of the Discovery Appeal, the Joint Defense Documents will be made available to Debtors, the Committee and the Legal Representative, subject to the terms of the Protective Order.

(9) CNA shall not object to any discovery requests made by the Parties to any other Entity in the Bankruptcy Cases, except that CNA may object to the extent necessary to avoid waiver of a claim of privilege it is entitled to assert under applicable law.

(10) Pursuant to paragraph 1(g) of the Protective Order, no later than September 15, 2007, CNA shall identify any documents listed in Debtors' counsel's letter to CNA's counsel dated May 21, 2007, that CNA contends are subject to a joint defense privilege by affixing the joint defense privilege legend thereto and providing copies to the Debtors. No later than December 15, 2007, CNA shall identify any other BREI prefix documents that it contends are subject to a joint defense privilege by affixing the joint defense privilege legend thereto and providing copies to the Debtors. If the Burns and Roe Parties wish to provide any

BREI prefix document to the Committee and/or the Legal Representative in the Bankruptcy Cases prior to the Final Confirmation Date, the Burns and Roe Parties may do so subject to the recipients' agreement to abide by the terms of the Protective Order, except Paragraph 9, until December 15, 2007, and such provision will not constitute a violation of Section 2.6 of this Addendum or any duty to cooperate on behalf of the Burns and Roe Parties. If CNA designates any other BREI prefix documents as Joint Defense Documents prior to December 15, 2007, the Parties will make reasonable attempts to segregate such documents pursuant to Paragraph 9 of the Protective Order, including by re-scanning and electronically designating such documents as Joint Defense Documents in any electronic document storage shared with or provided to the Committee and the Legal Representative, at CNA's expense.

(11) CNA will maintain documents produced in the Bankruptcy Cases by McGivney & Kluger, P.C. and Borrus, Goldin, Foley, Vignuolo, Hyman, & Stahl, P.C. in bates number order, and will not destroy such documents prior to the conclusion of Coverage Litigation without the prior written consent of the Reorganized Debtors, the Committee and the Legal Representative (prior to the Effective Date) or the Trust (after the Effective Date), such consent not to be unreasonably withheld.

1.2(f) (1) The Joint Defense Documents will be provided to the Asbestos Personal Injury Trust within thirty (30) days after the Effective Date, and may be used thereafter by the Trust only for the following purposes: (a) to review or evaluate Trust Claims for the purpose of determining Trust payments; and (b) to defend Trust Claims against the Trust. The Trust, the Legal Representative, and their respective employees, attorneys and consultants shall be permitted to use the Joint Defense Documents for the purposes set forth in Sections 1.2(f)(1)(a) and (b) above. The Joint Defense Documents shall be used for no other purpose, including the purpose of advising, permitting, prohibiting, approving, or counseling any holder of a Trust Claim regarding the assertion or pursuit of a Trust Claim against BBRRCo. as contemplated by this Addendum, or the purpose of negotiating the terms pursuant to which any such claimant will be permitted to file an action against BBRRCo. as contemplated by this Addendum.

(2) The sharing of Joint Defense Documents under Section 1.2(f) is based on the Parties' express acknowledgment and understanding of the existence of a common interest in defending against Asbestos Personal Injury Claims, and it is the intent of the Parties to maintain the privilege regarding the Joint Defense Documents. The Asbestos Personal Injury Trust shall be subject to the Protective Order with respect to the Joint Defense Documents provided to it, and the Trust may provide such Joint Defense Documents only to its employees, consultants and counsel, and to the Legal Representative and his employees, attorneys and consultants, solely for the purposes identified in Sections 1.2(f)(1)(a) and (b) above. Employees, consultants and counsel provided access to the Joint Defense Documents shall not include any member(s) of the Trust Advisory Committee or members or employees of their law firms, any individual who is or has been a plaintiff in or a claimant with respect to an asbestos-related claim against any defendant, or any attorney currently prosecuting an asbestos-related claim against any defendant. Each person given access to Joint Defense Documents by the Asbestos Personal Injury Trust pursuant to this Section 1.2(f) must agree as a condition precedent to receiving the information to abide by the provisions of this Section 1.2(f) of this Addendum, and each such person shall be required to sign the "Consent to be Bound by the Non-Waiver and Protective Order" (in the form

annexed to the Protective Order), except that Paragraph 3 of that order shall be modified to allow the uses described in 1.2(f)(1)(a) and (b) above, and the Asbestos Personal Injury Trust will undertake only the Debtors' obligations in connection with Paragraph 9 of the Protective Order. These procedures in this Section 1.2(f) shall continue to be binding after the resolution of any or all Potential CNA Trust Claims.

(3) Notwithstanding any of the foregoing, nothing herein shall prohibit the use of Joint Defense Documents in Coverage Litigation or otherwise, to the extent that such documents would be available to the Asbestos Personal Injury Trust through discovery or other means in the absence of this Addendum. The fact that any person used, had access to or had possession of, any Joint Defense Document in or during the pendency of the Bankruptcy Cases pursuant to the Protective Order shall not be a basis to disqualify or otherwise impair such person from serving after the Effective Date as a Trustee of the Trust, as the Legal Representative, or as an employee or consultant of, or counsel to, the Trust, the Trust Advisory Committee, or the Legal Representative.

1.2(g) Notwithstanding the foregoing, nothing in this Addendum shall limit the Parties' rights under applicable law to: (1) take appropriate discovery of each other or any third party in any Coverage Litigation; or (2) take discovery of any party-in-interest in the Bankruptcy Cases other than the Parties to this Addendum.

1.2(h) After the Final Confirmation Date, any claim for defense, liability and/or indemnity pursuant to the CNA Policies for Potential CNA Trust Claims will be made pursuant to the procedures set forth in this Addendum. The Parties agree that any claims handling procedure for Trust Claims set forth in the Plan, the Plan Documents or any court order in connection with the Plan Documents, other than this Addendum, and any payments made to claimants in connection with those procedures (in their current form or as amended or modified) are not binding on CNA and may not be used to establish CNA's rights or obligations under the CNA Policies with respect to any Potential CNA Trust Claim. The Plan, Plan Documents (other than this Addendum), Confirmation Order, Affirming Order, and any settlement agreements with any insurer other than CNA will not be deemed an admission by any Party, the Trust or BBRRCo., and will not be used as evidence to prove or argue as against any Party, the Trust or BBRRCo., that:

(1) the determination of liability for, the resolution of, or the value assigned to, any Trust Claim is binding upon or relevant to determining CNA's obligations under the CNA Policies, or is a reasonable settlement under state law with respect to CNA or CNA's obligations under the CNA Policies;

(2) CNA participated in and/or consented to negotiation of or confirmation of the Plan or any Plan Documents (other than this Addendum and any terms of the Plan or the Confirmation Order or Affirming Order that implement this Addendum); or

(3) CNA consented to the Debtors' or Trust's undertaking of any obligation or settlement of any claim (except as set forth herein).

1.2(i) Effective on the Final Confirmation Date:

(1) the Burns and Roe Parties, the Trust, the Committee, the Legal Representative and BBRRCo. knowingly waive and relinquish, and will not pursue, or authorize or cause any other Entity to pursue, any and all claims and defenses (whether known or unknown) against CNA for extra-contractual liability, bad faith, or a breach of the duty of good faith and fair dealing related to the CNA Policies, but each only to the extent that such claim or defense is based on CNA's conduct, acts, omissions, performance, or non-performance prior to the Execution Date, and

(2) CNA knowingly waives and relinquishes, and will not pursue, or authorize or cause any other Entity to pursue, any and all claims or defenses (whether known or unknown) against the Burns and Roe Parties, the Trust, BBRRCo., the Committee, and/or the Legal Representative based on or arising from any allegation that (i) any Burns and Roe Party breached any duty of good faith and fair dealing related to the CNA Policies, or the cooperation, consent, voluntary payments or no-action provision of any CNA Policy, and (ii) any Burns and Roe Party provided or failed to provide any information or documents to anyone, except as specifically provided in this Addendum, but each only to the extent that such claim or defense is based on the Burns and Roe Party's conduct, acts, omissions, performance, or non-performance prior to the Execution Date.

1.2(j) Until the Effective Date, this Addendum may be modified only in accordance with Section 1127 of the Bankruptcy Code, with the prior written consent of each of the Parties and the approval of the Bankruptcy Court after notice and a hearing. After the Effective Date, this Addendum may be modified only with the consent of CNA and the Trust (subject to the approval and consent of the Trust Advisory Committee and the Legal Representative pursuant to the Asbestos Personal Injury Trust Agreement), provided that no modification to this Addendum after the Effective Date shall in any way change any right, obligation or responsibility of the Burns and Roe Parties without their written consent.

1.2(k) Upon the Effective Date, each of the Trust and BBRRCo. shall be deemed to have agreed to assume and to have assumed, and then and thereafter will be bound by, each of the provisions of this Addendum, and each shall then and thereafter be treated as a "Party" as the term is used in this Addendum.

1.2(l) Effective upon the Final Confirmation Date, CNA knowingly waives, relinquishes, and will not make, directly or indirectly, the arguments set forth at Section 1.2(d)(1)-(4), in any judicial, arbitral, administrative or other proceeding, including in any Coverage Litigation; however, except as specifically set forth in Sections 1.2(f) and 2.7(a)-(c), this Addendum does not preclude or authorize the Trust's use or disclosure of documents produced or made available by the Burns and Roe Parties, and any disputes between CNA and the Trust regarding such use or disclosure shall be resolved in Coverage Litigation. Any order(s) of the Bankruptcy Court which approves such use or disclosure will not be admissible in any such dispute, unless CNA had notice and an opportunity to object to the motion(s) or application(s) that resulted in the approval of such use or disclosure.

Section II
Procedures and Provisions Relating to CNA

2.1 Resolution of Potential CNA Trust Claims.

2.1(a) The Trust may seek payments from CNA only for those Trust Claims that have been adjudicated or settled pursuant to the procedures provided in this Section 2.1. A Potential CNA Trust Claim shall be prosecuted in a civil action that shall (1) be brought by one or more OA Claimants or OR Claimants, (2) name as the defendant BBRRCo., and (3) be commenced in a court of general jurisdiction in which BBRRCo. is subject to personal jurisdiction. BBRRCo. shall be amenable to personal jurisdiction only in any court of general jurisdiction in which any of the Debtors would have been subject to personal jurisdiction for Asbestos Personal Injury Claims in the absence of the Cases. BBRRCo. shall not consent to personal jurisdiction with respect to any Accepted Claim or Reservation of Rights Claim except with CNA's consent. All actions against BBRRCo. will be channeled to the Trust pursuant to the Plan and will otherwise be governed by the terms of this Addendum. Any judgments with respect to OA Claims handled pursuant to Section 2.1(g) of this Addendum shall be solely against BBRRCo. and not against the Trust or the Burns and Roe Parties or CNA. No settlement by CNA of any Potential CNA Trust Claims shall be deemed or construed to operate against the person or property of any Burns and Roe Party or the Trust. Nothing in this Addendum shall prohibit any holder of a Trust Claim from receiving payment from the Trust or electing not to receive payment from the Trust pursuant to the TDP.

2.1(b) Service of all Potential CNA Trust Claims must be effectuated through service on BBRRCo., by actual delivery of a complaint, purporting to state a valid claim for relief under applicable law, to the Trust's principal place of business or such other address as may be designated in writing by the Trust.

2.1(c) The Trust shall condition its assent to allow any holder of a Potential CNA Trust Claim to pursue a suit against BBRRCo. on that claimant's agreement to stipulate to a 60-day extension of the time period for answering any complaint asserting a Potential CNA Trust Claim to allow for completion of the procedures set forth in Section 2.1(f). If the time elapsed between the Effective Date and the Final Confirmation Date exceeds four (4) months and during the six (6) months immediately following the Final Confirmation Date, the number of Potential CNA Trust Claims tendered to CNA in any one month period exceeds two hundred (200), then the Trust shall condition its assent to allow any holder of a Potential CNA Trust Claim to pursue a suit against BBRRCo. on that claimant's agreement to a further extension of time to answer not to exceed ninety (90) days to allow for completion of the procedures set forth in Section 2.1(f), subject to the prevailing local rules and, if required, approval of the court in which any such Potential CNA Trust Claim is pending.

2.1(d) As soon as practicable but in all events within thirty (30) days after receipt of a complaint against BBRRCo., the Trust, on behalf of BBRRCo., shall tender to CNA any Potential CNA Trust Claim for which the Trust elects to seek payment from CNA for defense or indemnity. The Trust shall tender such Potential CNA Trust Claims by sending a copy of the complaint, any materials submitted to the Trust by the claimant pursuant to the TDP (including claims forms, medical records or other information), and any other information that the Trust has

in any file it maintains specifically with respect to that individual claimant (whether such file is maintained in paper or electronic form) by facsimile, overnight delivery service, or registered or certified U.S. mail with confirmation of receipt, to CNA at the following address or at such other address as may be designated in writing by CNA to the Trust:

Director, Environmental & Mass Tort Claims
CNA
CNA Center, 19 South
Chicago IL 60604
(Fax) 312-817-1645

2.1(e) Any information provided to CNA by the Trust, including information provided pursuant to Section 2.1(d) of this Addendum, shall be deemed confidential and be subject to the following limitations and restrictions:

(1) Some or all of the information provided by the Trust may be privileged from disclosure to adverse or other parties as a result of the attorney-client privilege, the work product doctrine, the settlement negotiation privilege, the joint defense or common-interest privilege, or other applicable privileges or protections. CNA shall not take any action which may have the effect of waiving or diminishing the confidentiality of such materials or their continued protection under applicable privileges or protections. CNA shall use its best efforts and take reasonable precautions to prevent the unauthorized disclosure of the information.

(2) Subject to the limitations set forth in Section 2.1(e)(1), CNA shall be permitted to use the information provided by the Trust solely in connection with (i) pursuing settlement negotiations with the individual holder of the Potential CNA Trust Claim for which the information was provided with respect to that Potential CNA Trust Claim, (ii) defending against a Potential CNA Trust Claim against BBRRCo. (except that any medical information may be used only with the written consent of the claimant), provided that CNA shall not use or seek to admit into evidence in any proceeding any information provided by the Trust with respect to any claimant except in defending against such claimant's claim against BBRRCo., or (iii) determining whether CNA shall treat such Potential CNA Trust Claim as an Accepted Claim, Reservation of Rights Claim or Denied Claim (collectively, the "Permissible Purposes").

(3) The restrictions set forth in Section 2.1(e)(2) shall not apply to any already public information (e.g., complaints filed against BBRRCo. by the holders of Potential CNA Trust Claims). Moreover, CNA is not prohibited from seeking access to the information provided pursuant to Section 2.1(d) through court-sanctioned discovery or other means not subject to these restrictions or from seeking to introduce information provided through such discovery or other means into evidence. CNA shall implement adequate internal policies and procedures to ensure that the information is not used in any manner other than as permitted hereunder and that all other restrictions set forth herein are enforced.

(4) CNA shall not provide the information provided pursuant to Section 2.1(d) to any person other than the Parties to this Agreement, attorneys or consultants who are directly involved in the Permissible Purposes relating to that claimant's Potential CNA Trust Claim, or as required by law, regulation, its regular accounting procedures or its reinsurers. Persons receiving

the information pursuant to this Section 2.1(e)(4) must agree, as a condition to receiving the information, to abide by the confidentiality restrictions set forth in Sections 2.1(e)(1)-(6) as though they were named in these Sections 2.1(e)(1)-(6).

(5) In the event that disclosure of the information provided by the Trust is sought pursuant to a lawful subpoena, demand by governmental authority or other legal process, such person or entity from whom the information is sought shall, upon receipt of such request, notify the Parties to this Agreement and the claimant whose information is being sought of such request for disclosure via overnight mail, facsimile or e-mail. Any person objecting to such disclosure may seek a protective order or take other action to prevent disclosure.

(6) Sections 2.1(e)(1)-(6) of this Addendum shall continue to be binding after the resolution of the Potential CNA Asbestos Claim at issue.

2.1(f) CNA shall designate whether the Potential CNA Trust Claim is an Accepted Claim, a Reservation of Rights Claim, or a Denied Claim. No later than thirty (30) days after its receipt of the materials referred to in Section 2.1(d), together with the Trust's confirmation that it has provided all such materials (the "Designation Period"), CNA shall inform the Trust in writing how it designates the claim and the basis for such designation, by facsimile, e-mail (attaching the materials in Adobe PDF format), overnight delivery service, or registered or certified U.S. mail with confirmation of receipt; provided that, if the time elapsed between the Effective Date and the Final Confirmation Date exceeds four (4) months, and during the six (6) months immediately following the Final Confirmation Date, the number of Potential CNA Trust Claims tendered to CNA in any one month period exceeds two hundred (200), then the Designation Period shall be extended to ninety (90) days for each Potential CNA Trust Claim tendered to CNA during that month. If CNA does not treat the claim as an Accepted Claim, it shall state with specificity each and every basis on which CNA denies coverage or reserves its right to deny coverage. CNA may amend or modify these bases only if and to the extent permissible under applicable law.

2.1(g) Provisions Concerning OA Claimants:

(1) CNA shall not be bound by any settlement or payment or any finding or determination made by the Trust with respect to any OA Claim.

(2) If a claimant is an OA Claimant and CNA designates his or her Potential CNA Trust Claim as an Accepted Claim, CNA shall have the right and obligation to choose defense counsel and control the defense and settlement of the claim at its sole expense, and shall have the obligation to pay any Final Judgment entered or any settlement reached in connection with such Potential CNA Trust Claim, subject only to any allocation of liability required or allowed under either applicable law and/or the terms of any applicable CNA Policy.

(3) If a claimant is an OA Claimant and CNA designates his or her Potential CNA Trust Claim as a Reservation of Rights Claim, CNA shall have the right and obligation to choose defense counsel and control the defense of the claim at its sole expense. CNA is not obligated to pay any settlement of such claim except if CNA expressly consents to such settlement in writing. Any such settlement may contain a provision in which allocation of the

settlement amount is decided in future proceedings. Any obligation of CNA to pay a Final Judgment entered with respect to a Reservation of Rights Claim will be determined by agreement between CNA and the Trust or, if necessary, by the outcome of Coverage Litigation relating to that Potential CNA Trust Claim, as described in Section 2.2.

(4) If a claimant is an OA Claimant and CNA designates his or her Potential CNA Trust Claim as a Denied Claim, CNA's rights and obligations and the rights and obligations of the Trust with respect to that Potential CNA Trust Claim will be decided under the CNA Policies and applicable law.

(5) CNA shall not seek any reimbursement, contribution or subrogation, whether directly or indirectly, from BBRRCo., the Trust, the Burns and Roe Parties, or from any Settling Insurance Entity, in connection with any amounts CNA pays to defend against any OA Claims under any CNA Policy.

(6) Under no circumstances will the Trust or the Burns and Roe Parties be required, by CNA or otherwise, to defend against the Potential CNA Trust Claim of any OA Claimant or to pay any amount for defense of such Potential CNA Trust Claim. Nothing herein shall prevent BBRRCo. or the Trust from permitting the entry of a default judgment against BBRRCo. with respect to any Denied Claim.

(7) Any Underlying Judgment obtained by or settlement entered into with an OA Claimant pursuant to the procedures in this Addendum shall be without recourse to the Trust, BBRRCo. or the Burns and Roe Parties. CNA agrees that the Trust may seek coverage from CNA for such Underlying Judgment or settlement.

2.1(h) Provisions Concerning OR Claimants:

(1) If a claimant is an OR Claimant and CNA designates his or her OR Claim as an Accepted Claim or a Reservation of Rights Claim, the following procedures shall apply:

(i) Defense counsel will be selected by CNA, subject to the Trust's Objection For Cause. If the Trust asserts an Objection For Cause and the parties cannot resolve the dispute amicably within thirty (30) days, the merits of the Objection For Cause will be decided by final and binding arbitration in New York, New York, before one arbitrator (unless the Parties cannot agree on the arbitrator, in which case the arbitration shall take place before three arbitrators administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures in effect at such time). Until such arbitration is finally resolved, CNA and BBRRCo. will seek to stay the OR Claim pending the resolution of such arbitration. If CNA and BBRRCo. are unable to obtain a stay pending the resolution of such arbitration, the OR Claim will be defended by counsel chosen by CNA. The arbitration results shall be binding on subsequent attempts to use that counsel in other cases unless (a) the initial Objection For Cause or subsequent Objections For Cause are based on the specific facts and circumstances of the Potential CNA Trust Claim, or (b) the subsequent Objections for Cause are based

on different facts or circumstances from those adjudicated in the initial Objection For Cause, whether because the facts and circumstances have changed or otherwise.

(ii) Defense counsel will not be informed of the terms of the CNA Policies and shall not be a law firm that has provided insurance coverage or bankruptcy advice to any insurance company regarding any Burns and Roe Insured Party;

(iii) Defense counsel will be paid by CNA, but to the extent that CNA otherwise would be permitted under applicable law to pursue a claim for reimbursement of such defense costs against a Settling Asbestos Insurance Company, CNA may assert such claim for reimbursement against the Trust for the amounts that the Burns and Roe Insured Parties or the Settling Insurance Entities would be obligated to pay under applicable law, subject to the Trust's rights, claims and defenses that could be asserted against any such claim, or that could have been asserted by any of the Burns and Roe Parties. No claim for reimbursement of defense costs may be made against the Burns and Roe Parties;

(iv) Neither the Trust nor CNA may waive defenses or concede issues of fact in any action on the OR Claim without the other's prior written consent, such consent not to be unreasonably withheld; and

(v) The Trust or CNA may settle any OR Claim(s), in whole or in part, on its own initiative, in which event the settling party will not seek any payment or coverage for such settlement from the other. Any such settlement may contain a provision in which allocation is decided in future proceedings, including in Coverage Litigation, but the non-settling party will not be bound by or responsible for any share of the settlement amount attributed to that non-settling party in such allocation proceeding; such non-settling party's responsibility to the claimant will be determined by its own agreement with the claimant or by judgment as set forth herein and in the Plan Documents. The amount of the settling party's settlement shall not be presented in any future proceeding as evidence of the fact or amount of liability for any other OR Claim. In the event that CNA settles its own liability to an OR Claimant and not that of the Trust, CNA shall continue to pay for the defense of the suit against BBRRCo.

(vi) Any obligation of CNA to pay all or any portion of a Final Judgment entered with respect to a Reservation of Rights OR Claim will be determined by agreement of the Trust and CNA or the outcome of any Coverage Litigation relating to that Potential CNA Trust Claim, as described in Section 2.2.

(vii) Any Underlying Judgment obtained by or settlement entered into by CNA with an OR Claimant pursuant to the procedures in this Addendum shall be without recourse to BBRRCo. or the Burns and Roe Parties. CNA agrees that the Trust may seek coverage from CNA for such Underlying Judgment or settlement.

Such Underlying Judgment, or settlement entered into with the consent of the Trust, shall be with recourse to the Trust only to the extent provided in Sections 7.6 and Section 7.7 of the TDP; provided, however, that CNA's allocated share of any such Underlying Judgment or settlement shall not be affected as a result of Section 7.7 of the TDP.

(2) If a claimant is an OR Claimant and CNA designates his or her OR Claim as a Denied Claim, the obligations of CNA to pay all or any part of such OR Claim or any defense costs attributable to such OR Claim will be determined by agreement between CNA and the Trust or, if necessary, by the outcome of Coverage Litigation relating to that Potential CNA Trust Claim, as described in Section 2.2.

(3) If a Potential CNA Trust Claim is an OR Claim, CNA shall defend, resolve and pay such Accepted and Reservation of Rights OR Claims pursuant to and to the extent required by the terms of any applicable CNA Policy and applicable law. CNA, the Trust (as assignee of the Insurance Rights from the Burns and Roe Insured Parties under the Insurance Rights Transfer Agreement), and BBRRCo. shall have all of the rights and obligations with respect to defense, liability and indemnification of the Potential CNA Trust Claims that they and, in the case of the Trust and BBRRCo., the Burns and Roe Insured Parties otherwise would have under the CNA Policies and applicable law, except as otherwise provided or limited by this Addendum.

2.1(i) Any action against BBRRCo. on a Potential CNA Trust Claim will proceed subject to the rules and procedures of the court in which it was filed and applicable law to determine whether and to what extent the Burns and Roe Parties would have been liable to the Asbestos Personal Injury Claimant in the absence of the Bankruptcy Cases; provided, that if the action is submitted to a jury, the Parties shall not alert the jury to the fact of or otherwise mention the Bankruptcy Cases (except if agreed in writing by CNA and the Trust) or the existence of insurance potentially covering the claim (except if that is allowed under applicable law). If a third party proposes disclosure to a jury inconsistent with the prior sentence of this section, CNA and BBRRCo. will jointly move in limine for entry of an order preventing that disclosure. Statements made by the Debtors during the Plan confirmation process shall not be considered admissions of BBRRCo. in any action pursuant to this Section 2.1. The Judge can be made aware (1) that BBRRCo. was substituted for the named insureds during the course of bankruptcy and (2) that the case is otherwise to proceed under state law, and (3) of other aspects of the bankruptcy with consent, such consent to be given if necessary for the efficient resolution of the case on its merits.

2.1(j) Subject to the provisions of Section 1.2(l) and Section 2.1(l) of this Addendum, after the Effective Date, the Trust (and BBRRCo. as a subsidiary of the Trust) shall be required to cooperate with CNA in its defense of all Accepted Claims and Reservation of Rights Claims as specifically set forth in Sections 2.1(j)(1) and 2.1(j)(2). The Trust and BBRRCo. as its subsidiary:

(1) Will assist defense counsel in complying with reasonable discovery requests directed to BBRRCo. in the defense of any Accepted Claim or Reservation of Rights Claim; provided, however, that BBRRCo. will have no obligation or responsibility to produce,

and shall not be or be deemed to be in the possession, custody or control of: (a) any document or information to which CNA is provided access pursuant to Sections 2.6, 2.7, 2.8 and 2.9 of this Addendum, or that is in the possession, custody or control of CNA (whether or not such information is also in the possession, custody or control of BBRRCo.), or (b) any documents within the possession, custody or control of the Trust. Nothing herein shall obligate BBRRCo. to create or acquire any documents not in its possession, custody or control at the time of defense counsel's request.

(2) Will comply with Sections 1.2(f), 2.1(a), 2.1(c), 2.1(d), 2.1(f), 2.1(g), 2.1(h)(1), 2.1(i), and 2.7 of this Addendum.

2.1(k) To the extent that CNA asserts that the Trust has breached any of the obligations stated in Section 2.1(j), or any other obligation under the CNA Policies, except as any such obligations are otherwise provided in or limited by this Addendum, CNA shall be entitled to assert such breaches as a defense to coverage for that Accepted Claim or Reservation of Rights Claim, or to seek damages for such breach, but only if, and only to the extent that, such defense or remedy would otherwise be available to CNA under the CNA Policies and applicable law in the absence of this Addendum (treating the Trust as if it were the insured for such purposes). Any breach of duties or obligations of the Burns and Roe Parties or the Reorganized Debtors to CNA as set forth in this Addendum, including the obligations set forth in Section 2.6 herein, shall not constitute a defense to coverage under any CNA Policy or provide the basis for any action or claim of any nature against the Trust.

2.1(l) The obligations listed in Sections 2.1(j), 2.6 and 2.7 of this Addendum are solely for the benefit of the Parties and shall not be construed in any way to create any duty of the Reorganized Debtors or the Trust or BBRRCo. to cooperate or make documents or present or former employees available to any holder of a Potential CNA Trust Claim, such claimant's attorneys or other representatives, or any insurer other than CNA. For the avoidance of doubt, except as explicitly set forth herein, nothing in this Addendum shall be construed to limit or reduce the obligations of the Reorganized Debtors to cooperate with the Trust as set forth in Section 12.13 of the Plan.

2.2 Coverage Litigation.

2.2(a) Upon the occurrence of the Effective Date: (1) the Adversary Proceeding will be withdrawn to the District Court pursuant to 28 U.S.C. § 157(d); and (2) the SDNY Action will be dismissed without prejudice. The Parties shall execute such documents as are necessary to accomplish the objectives of the preceding sentence. For any other Coverage Litigation between the Trust, BBRRCo. and/or CNA, the forum will be the Law Division of the Superior Court of the State of New Jersey or the United States District Court for the District Court of New Jersey, and all Parties consent to personal jurisdiction in those courts.

2.2(b) The CNA Policies remain in full force and effect, except as otherwise provided in or limited by this Addendum. CNA, the Trust and BBRRCo. reserve their rights to litigate against each other in any Coverage Litigation, and by this Addendum do not waive or limit any coverage rights, claims, entitlements and defense of any nature, except as expressly set forth in

this Addendum. Among other things, CNA, the Trust and BBRRCo. reserve the right to litigate any arguments asserting or opposing the applicability of any alleged defenses to coverage, coverage exclusions and allocation rights, except as otherwise provided in or limited by this Addendum.

2.2(c) The Trust, pursuant to procedures established with approval and consent of the TAC and the Legal Representative pursuant to the Asbestos Personal Injury Trust Agreement, will be entitled in its sole and complete discretion to determine whether and on what terms and conditions any claimant holding a Potential CNA Trust Claim will be entitled to pursue a judgment against BBRRCo. Subject to the provisions of the Plan Documents, the Trust shall be a party to and control the prosecution and settlement of any Coverage Litigation relating to such Potential CNA Trust Claims. It shall not be deemed, and no Party shall argue that, any division of insurance proceeds between the Trust and the holder of any Potential CNA Trust Claim pursuant to this Section 2.2(c) and the Plan Documents constitutes, under applicable law, an assignment of the Potential CNA Trust Claim in whole or in part. Every holder of a Potential CNA Trust Claim shall be bound by any determination in a Coverage Litigation involving coverage for their Potential CNA Trust Claim. To the extent that the Confirmation Order does not provide that every holder of a Potential CNA Trust Claim is so bound, the Trust will require each holder of a Potential CNA Trust Claim to agree to be bound by the Coverage Litigation relating to that Potential CNA Trust Claim as a condition to the Trust allowing such holder of a Potential CNA Trust Claim to pursue a judgment against BBRRCo.

2.2(d) In the event of (1) an agreement between (i) CNA and (ii) the Trust and/or any holder(s) of Potential CNA Trust Claim(s) (with the consent of the Trust) that one or more CNA Policies cover all or a portion of an Underlying Judgment, or (2) the entry of a Final Judgment that determines that one or more CNA Policies cover all or a portion of an Underlying Judgment, CNA will issue payment in accordance with the terms and conditions of the applicable CNA Policies within thirty (30) days after the occurrence of such agreement or entry of such Final Judgment, as the case may be. If payment is to be made in response to a Final Judgment under Section 2.2(d)(2), the CNA payment will be in the amount of that Final Judgment requiring payment by CNA. To the amount paid by CNA will be added interest on the portion covered by any CNA Policy pursuant to applicable law, and costs taxed by the court on the portion covered by any CNA policy, if any.

2.2(e) The CNA payment pursuant to a Final Judgment in or settlement of a Potential CNA Trust Claim will be made to the Trust for the benefit of all beneficiaries of the Trust and/or the individual claimant, to be divided pursuant to procedures established pursuant to the Plan Documents.

2.3 Global Settlement.

If CNA becomes a party to a settlement agreement with the Debtors (with the consent of the Committee and the Legal Representative) after the confirmation hearing and prior to the Effective Date, or if CNA becomes a party to a settlement agreement with the Trust on or after the Effective Date, the Debtors or the Trust (as the case may be) may, at such time, in its or

their sole and absolute discretion, move the District Court to extend the Permanent Channeling Injunction to CNA as a Settling Insurance Entity, for good cause shown. Such motion shall be served upon the parties entitled to notice pursuant to the Court's normal procedures and shall disclose, to the extent necessary, the terms of any settlement agreement with CNA. Such extension of the Permanent Channeling Injunction shall be accomplished by amending and/or supplementing the schedule of Settling Insurance Entities previously filed by the Debtors and taking any and all other measures necessary to properly implement such extension. The District Court shall, exercising its jurisdiction under 28 U.S.C. § 1334 and any other applicable jurisdiction, retain exclusive jurisdiction after confirmation to hear and determine any motion pursuant to Section 7.4 of the Plan to extend the Permanent Channeling Injunction to CNA as an additional Settling Insurance Entity and shall be deemed to have withdrawn the reference to the Bankruptcy Court for such purpose.

2.4 Legislation.

The Parties recognize that there may be current or future efforts to enact Asbestos Legislation. Such Asbestos Legislation, if any is enacted and becomes law, shall have the following effects on CNA's payment obligations, if any, under this Addendum and the Plan; provided, however, that all other terms and conditions of this Addendum and the Plan shall be preserved.

2.4(a) If Asbestos Legislation is enacted, and if such Asbestos Legislation eliminates or reduces the obligation of the Trust or either or both of the Debtors to make payments to each and all individuals holding Asbestos Personal Injury Claims, then CNA's obligations to make any additional payments in connection with Trust Claims will be eliminated or reduced to the same extent as the Trust's or either of the Debtors' obligations are eliminated or reduced, except as provided in Subsection 2.4(b) below. For the avoidance of doubt, CNA shall have no right under this Addendum to recover any payments already paid or due and owing as of the date of enactment of Asbestos Legislation, and if all CNA payments are complete under this Agreement at the time such Asbestos Legislation is enacted, then this Section 2.4(a) shall have no force and/or effect.

2.4(b) If (1) Asbestos Legislation is enacted that affects CNA's payment obligations under Section 2.4(a) above, and (2) after its enactment, that Asbestos Legislation ceases to be in force and effect (including through operation of a "sunset" provision, final declaration of its unconstitutionality, invalidity or unenforceability generally or specifically as to the Trust, or otherwise), then CNA's obligation to pay under this Addendum, if any, shall be reinstated, except that the amount shall be adjusted, taking into account (i) any applicable reduction in the Trust's or the either of the Debtors' obligations, if any, and (ii) any payments made by CNA in connection with the Asbestos Legislation that CNA can demonstrate are fairly attributable to Asbestos Personal Injury Claims against the Trust or either of the Debtors.

2.5 Insurance Entity Injunction.

In addition to any protections provided by the Insurance Entity Injunction, from and after the Effective Date, the Trust shall not authorize any Entity, other than itself in accordance with the terms of this Addendum, to take any action against or seek payment from CNA under any CNA Policy based upon, arising out of, or attributable to any Trust Claim or Insurance Rights, whenever and wherever arisen or asserted (including all such Claims in the nature of or sounding in tort, contract, warranty, contribution, or any other theory of law, equity or admiralty), except in the event that CNA has been finally adjudicated to have materially breached any term of this Addendum. Notwithstanding the foregoing, nothing herein shall be interpreted to prevent claims from being presented to and paid by CNA pursuant to the terms of this Addendum.

2.6 Debtors' Cooperation Obligations

2.6(a) The Reorganized Debtors shall cooperate with CNA in its defense of all Accepted Claims and Reservation of Rights Claims only as set forth in this Section 2.6, and the Reorganized Debtors shall have no other duty to cooperate with CNA in the defense of those claims. The Reorganized Debtors' duties set forth in this Section 2.6 will commence and run solely from the Effective Date, except for the duties identified in Section 2.6(a)(1)(i), Section 2.6(d), and Section 2.6(e), which shall begin as stated therein.

(1) Transfer of Certain Existing Information

(i) Between 6 months and 9 months after the Execution Date, Charles Doyle shall meet with representatives of CNA at Debtors' or Reorganized Debtors' offices for the purpose of communicating information within his personal knowledge solely regarding the location of documents and witnesses that may be relevant to the defense of Accepted Claims or Reservation of Rights Claims. At this first meeting, which shall last no more than one (1) day, absent agreement by all attendees, Mr. Doyle shall provide factual information within his personal knowledge regarding those subjects. Within ninety (90) days after the Effective Date, Mr. Doyle shall attend a second meeting with representatives of CNA at Reorganized Debtors' offices to provide his personal knowledge regarding the defense of the Debtors' or Reorganized Debtors' past asbestos claims and suits and past projects and work that have been the subject of past asbestos claims and suits or may be the subject of Accepted Claims or Reservation of Rights Claims, and his opinions regarding the defense of the Reorganized Debtors' past asbestos claims and suits and past projects and work that have been the subject of past asbestos claims and suits or may be the subject of Accepted Claims or Reservation of Rights Claims. The first and second meetings shall last no more than three (3) days in total, absent agreement by all attendees. Counsel for the Debtors or Reorganized Debtors may attend both meetings and may assert applicable privileges. Matters that are then subject to a Burns and Roe/CNA joint defense privilege under applicable law, or that were subject to such a privilege prior to the Effective Date, will not be considered privileged for purposes of these meetings. Communication in good faith of all information requested at these meetings to the best of Mr. Doyle's personal knowledge, subject to asserted privilege, shall satisfy the Debtors' and the Reorganized Debtors' obligation

under this Section 2.6(a)(1)(i). Any disputes relating to privilege will be resolved pursuant to Section 2.6(f). CNA shall pay for Mr. Doyle's time and expenses pursuant to the procedures set forth in Section 2.6(g) of this Addendum, with payments to be made to Debtors or Reorganized Debtors if Mr. Doyle is employed by Debtors or Reorganized Debtors at the time and to Mr. Doyle directly if not. No statements made by Mr. Doyle during these meetings shall constitute an admission of the Debtors, Reorganized Debtors, BBRRCo. or the Trust, and no Party shall seek to admit or use any such statements in any proceeding, including in any Coverage Litigation.

(ii) The Debtors represent that their normal document retention policies or practices provide that Pre-1990 Documents are stored in Debtors' off-site storage facility or at the Debtors' Oradell, New Jersey offices. The Debtors are not specifically aware of any Pre-1990 Documents stored in other facilities. For a period of sixty (60) days after the Execution Date, CNA is permitted to request and the Debtors shall provide within forty-five (45) days, additional copies of certain documents produced in the Bankruptcy Cases or the SDNY Action, at CNA expense, including paralegal time and copying and shipping expenses. Any Pre-1990 Documents withheld on grounds of privilege have been included on the Debtors' 6/2/06, 11/16/06 or 5/9/07 privilege logs or will be retained until resolution of Coverage Litigation to the extent they exist in the Burns and Roe Legal Department, (which shall be deemed to include the Legal Department of the Debtors and the Reorganized Debtors)("B&R Legal Department"), and/or at Kirkpatrick & Lockhart Preston Gates Ellis LLP and Sills Cummis Epstein & Gross PC (together "B&R Counsel").

(iii) With respect to Pre-1990 Documents located in the Reorganized Debtors' Oradell, New Jersey offices, within thirty (30) days after the Execution date, Debtors shall send a memorandum in the form attached hereto as Exhibit 3 to all then-current employees working at said offices requiring that all existing Pre-1990 Documents shall be retained and not destroyed until further notice. On or before thirty (30) days after the Effective Date, the Reorganized Debtors shall send a memorandum in the form attached hereto as Exhibit 4 to all then-current employees working at said offices requiring that all such documents, except as set forth in Exhibit 4, be forwarded to the Reorganized Debtors' off-site storage facility. Pre-1990 Documents regarding pre-Effective Date asbestos personal injury or property damage claims will not be included in the off-site storage facility, and will be retained by the B&R Legal Department. To the best of the Debtors' knowledge, non-privileged portions of the Pre-1990 Documents regarding pre-Effective Date asbestos personal injury or property damage claims have previously been produced to CNA in the SDNY Action or the Bankruptcy Cases, and such documents will be provided to the Committee and the Legal Representative in the Bankruptcy Cases, subject to the Protective Order, if applicable. If Debtors or Reorganized Debtors become aware of additional such documents that were not produced in the SDNY Action or the Bankruptcy Cases, it will promptly advise CNA and arrange for access by CNA and either the Trust or the Committee and the Legal Representative, as appropriate.

(iv) Any documents not contained at or sent to the off-site storage facility within ninety (90) days after the Effective Date shall not be deemed to be within the possession, custody or control of BBRRCo., the Trust, CNA or defense counsel, unless

independently obtained by BBRRCo., the Trust, CNA or defense counsel. Thereafter, to the extent the B&R Legal Department becomes aware of non-privileged Pre-1990 Documents that are not located in the off-site storage facility, the Oradell offices or produced to CNA and the Trust, the Reorganized Debtors shall promptly provide those documents to CNA and the Trust.

(v) After the Effective Date, defense counsel retained by CNA to defend Potential CNA Trust Claims shall have access to the off-site storage facility as needed to prepare to and to defend such claims. Defense counsel may review and copy documents in connection with that preparation, subject to the restrictions set forth in Sections 2.7 and 2.9. Fees and expenses associated with such access and copying are to be paid by CNA.

(2) To the extent that an asbestos plaintiff prosecuting an Accepted Claim or Reservation of Rights Claim seeks information or documents outside the possession, custody or control of BBRRCo., defense counsel shall respond to the discovery request by advising the discovering party that BBRRCo. does not have possession, custody or control of the documents or information pursuant to this addendum. To the extent that the discovering party serves a subpoena on the Reorganized Debtors, the Reorganized Debtors will be represented by BBRRCo.'s defense counsel, or independent counsel selected by the Reorganized Debtors in the event of a conflict. CNA will pay for any reasonable fees and costs associated with obtaining a protective order, negotiating with the plaintiff regarding the scope of the subpoena, producing the requested documents or information, or objecting or moving to quash with the consent of BBRRCo.'s defense counsel, pursuant to Section 2.6(g) of this Addendum. If the Reorganized Debtors object to such subpoena without the consent of BBRRCo.'s defense counsel, and the court does not order production, CNA will pay all reasonable fees and expenses of Reorganized Debtors incurred in objecting to such subpoena pursuant to Section 2.6(g). If the court orders partial production of such documents pursuant to such subpoena, CNA will pay a proportionate share of the costs, the proportion to be decided either by agreement or arbitration pursuant to Section 2.6(f). CNA agrees that it will pay for any reasonable fees and costs associated with objecting to production of Classified/Confidential Documents and Personnel Documents as (a) precluded by applicable law, regulations or contract (only to the extent that the other contracting party objects to production); or (b) as appropriately produced only upon entry of a Protective Order.

(3) To the extent that CNA and defense counsel reasonably believe that other documents or discrete items of information that CNA has specifically identified, but that are not in their or BBRRCo.'s possession, custody or control pursuant to any other provision of this Addendum, or that were not produced to CNA in either the Bankruptcy Cases or the SDNY Action (except if CNA is required to return such documents pursuant to Section 1.2(e)(6)), are relevant and necessary for the defense of an Accepted Claim or a Reservation of Rights Claim, are reasonably accessible, and can be provided without excessive disruption to the Reorganized Debtors' business:

(i) CNA and defense counsel shall meet with the Reorganized Debtors and attempt to agree on the production of such documents or information.

(ii) Subject to the last sentence of this Section 2.6(a)(3)(ii), if CNA, defense counsel and Reorganized Debtors are unable to agree, CNA and defense counsel may mediate and then, if necessary, arbitrate the dispute pursuant to the process described in Section 2.6(f). If the deadlines in the underlying litigation do not permit a standard mediation and arbitration, the arbitration will proceed on an expedited basis. The arbitrator is limited to ordering production of the documents or information. CNA shall not be entitled to damages for breach of Section 2.6(a)(3) and no damages may be awarded for breach of Section 2.6(a)(3).

(iii) Subject to 2.7(a)(4), this Section 2.6(a)(3) does not require the Debtors or Reorganized Debtors to retain documents.

2.6(b) Current Employees of the Reorganized Debtors

(1) With respect to each then current employee of the Reorganized Debtors who CNA or defense counsel advise the Reorganized Debtors that they wish to interview because of a reasonable belief that said employee has knowledge of facts relevant to the defense of Accepted Claims or Reservation of Rights Claims, who has been noticed to testify at a deposition or trial in an Accepted Claim or Reservation of Rights Claim, or who CNA or defense counsel wish to testify at deposition or a trial solely in connection with the defense of an Accepted Claim or Reservation of Rights Claim, the Reorganized Debtors shall provide such employee's work telephone number to CNA or defense counsel and will send a letter in the form attached hereto as Exhibit 5 to said current employee. The Reorganized Debtors shall provide reasonable assistance to CNA or defense counsel in arranging a time for a deposition or trial testimony that is minimally disruptive to the employee's work schedule. The Reorganized Debtors shall have no obligation to require employees to travel to a deposition or to interrupt work during a critical time period or to otherwise facilitate arrangements for deposition or trial testimony of current employees. CNA and defense counsel will attempt to take trial testimony by videotaped deposition in order to minimize disruption to the Reorganized Debtors' work.

(2) CNA and defense counsel agree that they will restrict the time taken to interview current employees of the Reorganized Debtors to that reasonably necessary to obtain relevant information solely for the purpose of defending the Accepted Claims and Reservation of Rights Claims. CNA and defense counsel shall arrange interviews, preparation for testimony at depositions, and testimony by deposition at locations convenient for the current employee and at times that do not interfere with the current employee's work obligations and work schedule, except to the extent unavoidable needs arise in litigation, and shall take all reasonable action necessary to prevent repeated depositions of the same employee. CNA and defense counsel shall take all reasonable action to avoid testimony at trial by current employees from interfering with the current employee's work obligations and work schedule.

2.6(c) Former Employees of the Reorganized Debtors. With respect to each former employee of the Reorganized Debtors who CNA or defense counsel advise the Reorganized Debtors that they wish to interview because of a reasonable belief that said former employee has knowledge of facts relevant to the defense of Accepted Claims or Reservation of Rights Claims, who has been noticed to testify at a deposition or trial or who CNA or defense counsel wish to testify at a trial solely in connection with the defense of an Accepted Claim or Reservation of

Rights Claim, the Reorganized Debtors shall review their available payroll database (containing information regarding certain individuals who worked for the Reorganized Debtors in or after approximately 1996) and Cardex files (containing information regarding certain individuals who worked for the Reorganized Debtors prior to approximately 1996) to attempt to identify the former employee's last known home address and telephone number. To the extent the payroll database or the Cardex files provide the last known home address and telephone number of the former employee, the Reorganized Debtors will provide that information to CNA and its defense counsel. To the extent the Reorganized Debtors identify the former employee's last known home address, the Reorganized Debtors will send the letter to the former employee at said address in the form attached hereto as Exhibit 5. The Reorganized Debtors shall have no further obligation to attempt to facilitate such former employee's interview, or testimony at a deposition or trial, or to negotiate any agreement with such former employee to facilitate interviews or testimony.

2.6(d) Maintaining Privilege

(1) As of the Final Confirmation Date, the Debtors and Reorganized Debtors will allow CNA or defense counsel to make all determinations and take all necessary actions regarding the maintenance of the attorney-client privilege and joint defense privilege CNA believes applies with respect to information and documents to be produced in response to discovery requests served in an Accepted Claim or Reservation of Rights Claim.

(2) As of the Execution Date, except as provided in Section 2.6(d)(3) and Section 2.6(e), the Reorganized Debtors will not by action or inaction knowingly waive any attorney-client privilege or work product privilege solely with respect to: (a) the Joint Defense Documents; (b) documents identified in Debtors' June 2, 2006, November 16, 2006, or May 9, 2007, privilege logs; and (c) documents relating to the handling of asbestos bodily injury claims filed prior to January 1, 2007 with respect to Burns and Roe Enterprises, Inc., withheld from production in the Bankruptcy Case as privileged and maintained at B&R Counsel or the B&R Legal Department. To the extent the Debtors or Reorganized Debtors inadvertently waive such privileges through document disclosure, immediately upon becoming aware of such waiver they will cooperate with CNA and/or defense counsel to attempt to retain the privilege. For purposes of clarification, neither the Debtors' use and handling of the Joint Defense Documents pursuant to the Protective Order nor the Debtors' use and handling of any other documents produced in the Bankruptcy Case, including discovery, other than those identified in Section 2.6(d)(2)(b)-(c) shall be a violation of this Section 2.6(d). Nothing contained in this Section 2.6(d)(2) shall impose any liability on the Reorganized Debtors for ultra vires acts committed by their employees. The Debtors represent to the best of their knowledge that they are not presently aware of any documents relating to the handling of asbestos bodily injury claims filed prior to 2007 that are not presently in the possession of B&R Counsel or the B&R Legal Department. If the B&R Legal Department becomes aware of any such documents after the Execution Date that the B&R Legal Department believes are privileged, it will promptly inform CNA and such documents will be treated as included in Section 2.6(d)(2)(c) above.

(3) To the extent the Reorganized Debtors become involved in other litigation, arbitration, mediation, or government investigations or requests for information (either as a party or through receipt of a subpoena or other process requiring the production of documents or

information) (hereinafter, "Other Claims") that would result in the production or disclosure of documents that are identified in Sections 2.6(a)(2)(a)-(c), and any other discrete documents previously identified as privileged by CNA (CNA shall identify such privileged documents by written notice to the Reorganized Debtor, including providing copies of the identified documents), the Reorganized Debtors will notify CNA, and CNA shall be provided an opportunity to assert, no later than thirty (30) days after notification, including in court or other tribunal proceedings, applicable privileges, with respect to documents it has identified to the Reorganized Debtors as privileged, in the Other Claims, at CNA's sole expense (including CNA's professional fees). To the extent CNA chooses not to assert or fails to timely assert applicable privileges, or asserts such privileges to the applicable tribunal which rejects the assertion, as permitted by this Section 2.6(d)(3), the Reorganized Debtors will not be in breach of this Addendum or of any CNA Policy by making such documents or information available for review in the Other Claims. If the Reorganized Debtors believe that a waiver of privilege is necessary in connection with an Other Claim, CNA and the Reorganized Debtors will submit to arbitration, pursuant to Section 2.6(f), the question of whether the Reorganized Debtors will suffer greater prejudice if the privilege is not waived than CNA will suffer if the privilege is waived. If the arbitrator determines that the Reorganized Debtors will suffer greater prejudice if the privilege is not waived, the Reorganized Debtors will take reasonable action recommended by CNA to minimize the impact of such waiver, including by seeking an appropriate protective order, and waiver of the privilege will not be a breach of Section 2.6. If the arbitrator determines that CNA will suffer greater prejudice as a result of waiver, the Reorganized Debtors shall not waive the privilege.

(4) For the purpose of the application of any privilege with respect to the information exchanges set forth in Sections 2.6(d)(1) and (2), defense counsel shall be retained as attorneys for the Reorganized Debtors (at the sole cost and expense of CNA).

2.6(e) No Cooperation With Claimants or Their Representatives. As of the Execution Date, the Burns and Roe Parties will not knowingly provide any documentation, information or any other form of assistance to claimants or their representatives except that (i) they may provide documentation, information and assistance to the Parties in support of or in connection with Plan confirmation subject to the terms of the Protective Order; (ii) they may provide documentation, information and assistance pursuant to the procedures set forth in this Addendum; and (iii) they may respond to duly issued discovery requests or subpoenas, after CNA or defense counsel is provided adequate notice and an opportunity to intervene and object. Cooperation by the Burns and Roe Parties with the Trust pursuant to Section 12.13 of the Plan (which cooperation shall comply with the Protective Order) and with respect to Joint Defense Documents shall not constitute a violation of Sections 2.6 and 2.7. Neither the Reorganized Debtors' use and/or handling of the Joint Defense Documents pursuant to the Bankruptcy Court's Protective Order nor the Reorganized Debtors' use and/or handling of any other documents produced in connection with any proceedings in the Bankruptcy Case, including discovery, shall be a violation of this Section 2.6(e).

2.6(f) In the event CNA, on the one hand, and/or the Reorganized Debtors, on the other hand, contends that the other has breached any of the obligations set forth in Sections 2.6, 2.7 or 2.9, CNA and the Reorganized Debtors shall mediate the dispute and complete the mediation as quickly as is reasonably possible after being advised in writing of such alleged breach. The

Party claiming the breach shall institute mediation within thirty days after it becomes aware of the breach, but in no event later than thirty (30) days preceding commencement of trial of the underlying case or within fourteen (14) days after the breach itself, whichever comes later. Notwithstanding the foregoing, if CNA claims a breach by the Reorganized Debtors within thirty (30) days before start of a trial or during trial, CNA shall promptly notify the Reorganized Debtors of the claimed breach in order to allow cure of the breach, if feasible. Failure to institute mediation within the foregoing time frames shall be a complete bar to recovery of damages for breach. If the outcome of the mediation/arbitration proceedings may have an impact on any Accepted Claim or Reservation of Rights Claim, CNA shall direct defense counsel to seek a stay of proceedings in the underlying tort action while the procedures set forth in this Section 2.6(f) are completed. CNA and the Debtors shall select a standing mediator within ninety (90) days after the Execution Date. To the extent such mediation does not result in a resolution of the dispute, CNA and the Reorganized Debtors shall submit to binding arbitration before a single arbitrator who shall be empowered solely to determine whether CNA and/or the Reorganized Debtors have breached any obligations set forth in Sections 2.6, 2.7 and 2.9 and, if so, what additional steps must be taken to specifically perform the breaching party's obligations under this Addendum. CNA and the Debtors shall select a standing arbitrator within ninety (90) days after the Execution Date, and the arbitrator's fees and expenses to arbitrate the particular dispute will be fully paid by the party that does not prevail in the arbitration of that dispute. CNA and the Reorganized Debtors shall make diligent efforts to complete the arbitration within thirty (30) days after mediation is completed. Except in connection with Section 2.6(a)(3) where no damages shall be awarded, to the extent that the arbitrator determines (i) that the Reorganized Debtors have refused to comply with the arbitrator's order for specific performance and that refusal to comply has caused CNA damage that cannot be cured by specific performance; or (ii) that the Reorganized Debtors' refusal to comply with Section 2.6(a)(1)-(7) has caused CNA damage that cannot be cured by specific performance and that would violate the duty to cooperate in the CNA Policies under New Jersey law; then the arbitrator may award CNA any compensatory damages caused by the Reorganized Debtors' refusal to comply. For the avoidance of doubt, nothing in this Section 2.6(f) shall provide CNA with any right to enforce or attempt to enforce any duty to cooperate in the CNA Policies or under applicable law, except as set forth in this Section 2.6. To the extent that CNA refuses to comply with the arbitrator's order for specific performance, and that refusal causes damage to the Reorganized Debtors that cannot be cured by specific performance, the arbitrator may award the Reorganized Debtors any compensatory damages incurred by Reorganized Debtors as a result of that refusal. CNA and/or the Reorganized Debtors may institute an action or proceeding to confirm and enforce an arbitration award made pursuant to this section. The arbitrator is also authorized to address the disputes referred to in Sections 2.6(a)(1)(i), 2.6(a)(2), 2.6(a)(3), 2.6(d)(3), 2.6(g) and 2.7(b)(1). Notwithstanding the foregoing or any other provision of this Addendum, any arbitrator appointed pursuant to this Section 2.6(f) shall have no power or authority to: (x) adjudicate or to make any determination or award with respect to any obligations, rights and duties of any nature: (i) of the Trust; (ii) of BBRRCo.; or (iii) as between or among BBRRCo., CNA and/or the Trust; and (y) adjudicate or to make any determination or award with respect to any coverage issues as between or among BBRRCo., CNA and/or the Trust. Any determination or award with respect to any matters set forth in the immediately preceding sentence shall be determined, awarded, and adjudicated in Coverage Litigation.

2.6(g) The Reorganized Debtors may employ an outside law firm, consultant or other service provider to address requests to produce documents or information in an OA or OR Claim or comply with any obligations under Sections 2.6 and 2.7. CNA and the Trust will reimburse the Reorganized Debtors in equal shares for the fees and expenses charged by such outside law firm or consultant to comply with the Reorganized Debtors' obligations set forth in Sections 2.6(a)(1)(iii)-(iv). All other fees and expenses charged by such outside law firm or consultant will be paid by CNA. Prior to retaining such outside law firm or consultant or other service provider, the Reorganized Debtors shall notify CNA and the Trust of the need to employ such counsel or consultants, and CNA or the Trust may seek a modification of the engagement or object pursuant to Section 2.6(f) on the grounds that such engagement is unreasonable or unnecessary. CNA and the Trust shall also reimburse the Reorganized Debtors in equal shares all reasonable out-of-pocket costs (including copying charges, postage charges and telephone charges) and other internal costs (including an hourly fee for time spent by employees of the Reorganized Debtors) to comply with its obligations set forth in Sections 2.6(a)(1)(iii)-(iv). Subject to the provisions of Section 2.6(a)(2) as applicable thereto, all other such reasonable out-of-pocket costs and internal costs incurred to comply with Sections 2.6 or 2.7 or to otherwise address requests to produce documents or information in OA or OR Claims are to be paid by CNA. Compensation for time spent by current employees will be at a rate commensurate with their hourly billing rate or, for those current employees with no applicable billing rate, at an hourly rate commensurate with their total compensation, fringe benefits and overhead, at the time that the services are rendered. CNA shall also pay former employees directly for their time at an hourly or daily rate as agreed by the former employee, and expenses. Within thirty (30) days after receipt of a detailed invoice from the Reorganized Debtors, former employees or outside law firm or consultant, CNA (and/or the Trust only as specifically set forth above) shall reimburse all such fees and costs. Invoices should be sent to CNA at an address to be provided within thirty (30) days after the Execution Date and, to the extent applicable, to an individual and address at the Trust to be provided within thirty (30) days after the Effective Date. Neither the Trust nor the Reorganized Debtors shall be responsible for any fees or expenses incurred by CNA or defense counsel to undertake any tasks set forth in Sections 2.6 or 2.7 of the Addendum. Except for amounts owed to former employees of the Debtors, to the extent that CNA disputes these charges, their necessity and reasonableness shall be subject to the mediation/arbitration procedures set forth in Section 2.6(f). Former employees shall be entitled to pursue whatever legal rights they have against CNA, at the choice of the former employee, either pursuant to the mediation/arbitration procedures set forth in Section 2.6(f) or in any court of competent jurisdiction.

2.6(h) Upon the Effective Date, CNA will identify a defense attorney and the Trust will identify a representative who will act as the Reorganized Debtors' contact for any communications with the Reorganized Debtor relating to this Addendum.

2.7 Access to Documents at Reorganized Debtors' Off-Site Storage Facility. This Section 2.7 shall be effective solely beginning on the date that the Reorganized Debtors transfer ownership of the account of its off-site storage facility to the Trust, as set forth in Section 2.7(a).

2.7(a) On or before four (4) months after the Effective Date, the Reorganized Debtors shall transfer to the Trust ownership of its account with Iron Mountain (the vendor of the

Debtors' off-site storage facility) and the documents in the off-site storage facility. Beginning on that date, the Trust shall have ownership of all documents in the off-site storage facility (the "New Document Depository"), except as provided in Section 2.7(b). Section 2.7(b) will limit the Trust's and CNA's and their agents and representatives' rights to review certain documents in the off-site storage facility and require the return of such documents.

(1) Any disputes relating to CNA's access to documents in the New Document Depository, the cost of maintaining or copying such documents, the location of the documents, the form of the documents (hard copy or electronic) and/or document destruction will be mediated within thirty (30) days after reaching impasse. If such mediation does not resolve the dispute, CNA and the Trust shall submit to binding arbitration before a single arbitrator who shall be empowered solely to resolve disputes relating to those issues consistent with the other terms of, and interests identified in, this Addendum. CNA and the Trust will share equally the general costs of maintaining the New Document Depository and of any arbitration regarding the New Document Depository described in this Section 2.7(a)(1). Each party will bear any costs associated with its own review or copying of documents, including access fees.

(2) CNA shall have complete and continuing access to documents maintained in the New Document Depository. Other than as provided in this Section 2.7(a)(2), CNA agrees that it will not voluntarily disclose materials held in the New Document Depository to any other Entity, except as required to defend any Potential CNA Trust Claims or as required by law.

(3) The Reorganized Debtors shall be given reasonable access to the documents in the New Document Depository, at their expense. To facilitate the Reorganized Debtors' access to such documents, all of the documents in the New Document Depository will be maintained as transferred, in the same boxes and order, and subject to the same computerized index maintained by Iron Mountain, as the documents existed before the transfer, until CNA and the Trust jointly agree (or a court or arbitrator orders) that there is no continuing need to maintain the documents. In the event of an agreement or court or arbitration order to destroy some or all of the documents, CNA and the Trust will provide seventy-five (75)-days' written notice to the Reorganized Debtors' General Counsel (at 800 Kinderkamack Road, Oradell, New Jersey, 07649) before destruction of any original documents, and Reorganized Debtors shall be permitted to take possession of such documents, and to hold or destroy such documents thereafter in their sole discretion. Documents transferred to the document depository will be considered to be in BBRRCo.'s possession, custody or control, except for the documents described in Section 2.7(b)(1)-(3).

(4) Beginning on the date that the Reorganized Debtors transfer the account ownership establishing the New Document Depository, the Reorganized Debtors may begin to destroy, in their sole discretion and at their sole cost, all documents (other than Pre-1990 Documents, pre-petition asbestos claim files and documents relating to the Subject Policies) that were not in the Reorganized Debtors' off-site storage facility.

(5) Neither the Trust nor CNA waives any applicable privilege with respect to documents in the off-site storage facility or the New Document Depository by allowing the other to review said documents before a privilege review is conducted. To the extent CNA or defense counsel identify Joint Defense Documents being stored in the New Document Depository, it will

designate the documents as such, replace the copy in the New Document Depository with another copy labeled "Joint Defense Document" and the parties will abide by Section 1.2(f) with regard to such documents. To the extent the Trust identifies a document as to which it claims attorney-client or work product privilege as against CNA, it will segregate such documents in the New Document Depository and provide CNA with a privilege log description.

2.7(b) BBRRCo., the Trust, the Legal Representative, CNA and defense counsel shall not be considered to have ownership, possession, custody or control of the following documents in the Debtors' off-site storage facility, including such documents described in Sections 2.7(b)(2) and (3) as may have inadvertently been placed in the off-site storage facility, and their review and handling of said documents shall be limited as follows:

(1) Documents that relate to personal and business matters of members of the Roe Family ("Personal Documents"). Prior to the transfer of the account ownership establishing the New Document Depository, the Reorganized Debtors will segregate and remove from the off-site storage facility the Personal Documents. Within four (4) months after the Effective Date, the Trust, CNA and defense counsel shall be permitted to review the Personal Documents to make their own determination whether any of the Personal Documents are relevant to the defense of Trust Claims, and the Reorganized Debtors will store and retain such documents determined to be relevant, pursuant to Section 2.7(d). Those Parties or defense counsel who review such Personal Documents shall create an inventory of such documents that describes the document generally and shall further segregate any Personal Documents they conclude may be relevant to the defense of a Trust Claim. To the extent that the Trust, CNA or defense counsel contends that Personal Documents are relevant to defense of Trust Claims, and the Reorganized Debtor disagrees, that dispute is subject to mediation and arbitration pursuant to Section 2.6(f).

(2) Documents, if any, that are identified, stamped or marked Top Secret, Secret, Confidential, Unclassified Controlled Nuclear Information (or "UCNI"), Official Use Only (or "OUO") information, Export Controlled Information (or "ECI"), client-confidential or any wording indicating that access to the documents is restricted or that requires unique safekeeping ("Client-Confidential", or "Regulatory Confidential.") Such documents (collectively the "Classified/Confidential Documents") shall be handled as follows:

(i) Upon identification of any Top Secret, Secret or Confidential document(s), the Trust, CNA or defense counsel shall immediately notify the Reorganized Debtors by calling Manuel Monge (at (201) 986-4203 (office) or (571) 275-0662 (mobile)) or his successor of any documents identified, stamped or marked Top Secret, Secret or Confidential. The Reorganized Debtors will take possession of such documents and deal with such documents as required by applicable law. Unless otherwise permitted by the applicable government authority, neither the Trust, CNA nor defense counsel will have any right to inventory such documents. Notwithstanding any term of this Addendum, the Reorganized Debtors will handle such documents, including any required destruction thereof, in accordance with applicable law, and such handling, including destruction, shall not be a breach of any term of this Addendum.

(ii) The Trust, CNA and defense counsel may review and shall segregate any Classified/Confidential Documents not identified in Section 2.7(b)(2)(i) only as necessary to establish that they may be relevant to the defense of Trust Claims and may create an inventory that describes such documents generally. Such documents shall be returned to the Reorganized Debtors to be stored pursuant to Section 2.7(d).

(3) Documents, if any, that contain confidential personnel or health information, including Protected Health Information (as defined in Exhibit 6 hereto), of employees or former employees of the Burns and Roe Parties ("Personnel Information"). The Trust, CNA and defense counsel will handle and use Personnel Information only as set forth in the Personnel Information Confidentiality Exhibit, attached to this Addendum as Exhibit 6. Such documents shall be returned to the Reorganized Debtors, with documents identified as potentially relevant to the defense of Trust Claims to be stored pursuant to Section 2.7(d).

2.7(c) The Trust, CNA and defense counsel may not copy any documents identified pursuant to Sections 2.7(b)(1)-(3) above before they are returned to the Reorganized Debtors. The Trust, CNA and defense counsel shall object to production of any such documents in connection with any Trust Claim, absent consent from the Reorganized Debtors. CNA, the Trust, and/or defense counsel shall provide a copy of any inventory of such documents created by any of them, including updated inventories, to the Reorganized Debtors as soon as practicable upon their creation (such inventories shall not be shared by the Reorganized Debtors with anyone other than employees and counsel of the Reorganized Debtors). Except as set forth in Section 2.7(b)(2)(i), if a plaintiff in an Accepted Claim or Reservation of Rights Claim seeks production of any such documents, such production will be subject to Section 2.6(a)(2). The Trust and CNA shall inform all of their representatives reviewing documents described in Section 2.7(b)(1)-(3) of the restrictions imposed by this Section 2.7 and require all such representatives to abide by these restrictions.

2.7(d) Except as set forth in Section 2.7(b)(2)(i), to the extent that the Trust, CNA or defense counsel identifies documents referenced in Sections 2.7(b)(1)-(3) as potentially relevant to Trust Claims, the Reorganized Debtors shall continue to store such documents, with storage for the first 300 boxes of such documents to be paid by CNA and the Trust in accord with their designations.

2.8 Effect of Settlement on Obligations Under Sections 2.6 and 2.7

If CNA becomes a party to a settlement agreement: (a) with the Debtors (with the consent of the Committee and the Legal Representative) after the confirmation hearing and prior to the Effective Date which finally releases all Insurance Rights under the CNA Policies that are the subject of the Insurance Rights Transfer Agreement, or (b) if CNA becomes a party to a settlement agreement with the Trust on or after the Effective Date which finally releases all such Insurance Rights, then the provisions of Sections 2.6 and 2.7, except Section 2.6(f) shall no longer be applicable to or binding in any way on the Reorganized Debtors or the Trust.

2.9 CNA's Use of Documents and Information

CNA and defense counsel shall use documents and information obtained pursuant to Sections 2.6 and 2.7 solely for purposes of defending Accepted Claims and Reservation of Rights Claims, and for no other purpose. This Section 2.9 shall not bar CNA from seeking production of such documents or information (or any other document or information) in any Coverage Litigation. It shall be a sufficient response by the Reorganized Debtors to such requests that Reorganized Debtors have previously produced such documents or information and that CNA was not either required to destroy or restricted from using such documents or information.

Section III Miscellaneous Provisions

3.1 No Admissions or Rights in Third Parties.

3.1(a) Nothing contained herein is or shall be deemed to be: (1) an admission by CNA as to the entitlement of any of the Debtors or the Trust to any insurance coverage under the CNA Policies, or (2) an admission by any Party as to the validity of any of the positions with respect to the CNA Policies that have been or could have been asserted by any Party; or (3) an admission by any Party of any liability whatsoever with respect to Trust Claims. In consenting to this Addendum, no Party has waived, nor shall be deemed to have waived, modified, or retracted any rights, obligations, defenses, privileges or positions it has asserted or might in the future assert in connection with any Claim, matter, insurance policy or Entity outside the scope of this Addendum.

3.1(b) Except as expressly provided in this Addendum, the Parties specifically disavow any intention to create rights in third parties (other than the Trust and BBRRCo. as provided herein) under or in relation to this Addendum.

3.2 Entire Agreement.

3.2(a) This Addendum, including the preamble and recitals set forth herein, expresses the entire agreement and understanding among the Parties. Except as expressly set forth in this Addendum, there are no representations, warranties, promises or inducements, whether oral, written, expressed or implied, that in any way affect or condition the validity of this Addendum or alter its terms. If the facts or law related to the subject matter of this Addendum are found hereafter to be other than is now believed by any of the Parties, the Parties expressly accept and assume the risk of such possible difference of fact or law and agree that this Addendum nonetheless shall be and remain effective according to its terms. This Addendum shall have perpetual existence, except as provided herein.

3.2(b) Titles and captions contained in this Addendum are inserted only as a matter of convenience and are for reference purposes only. Such titles and captions are intended in no way

to define, limit, expand, or describe the scope of this Addendum or the intent of any provision hereof.

3.2(c) This Addendum is the jointly drafted product of arm's length negotiations among the Parties with the benefit of advice from counsel, and the Parties agree that it shall be so construed. No Party hereto shall be considered the drafter of this Addendum or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter. No Party will claim that any ambiguity in this Addendum shall be construed against any other Party by reason of the identity of the drafter; provided, however, that this Section 3.2(c) shall not operate to limit any argument, including any argument pursuant to the doctrine of contra proferentem or otherwise, in Coverage Litigation as to whether the CNA Policies are to be construed against either party by reason of the identity of the drafter.

3.3 Voidability and Remedies.

3.3(a) The provisions of Section 3.3(a)-(d) are effective immediately upon the Execution Date. This Addendum shall be null and void upon the occurrence of any of the following events: (1) the entry of a Final Order, prior to the Effective Date, by the Bankruptcy Court (or the District Court exercising its original bankruptcy jurisdiction) converting the Bankruptcy Cases into a Chapter 7 case or dismissing the Bankruptcy Cases; or (2) the confirmation of a plan of reorganization (including the Plan) that does not include (i) the Addendum as a Plan Document, and (ii) injunctions at least as broad and comprehensive as the Permanent Channeling Injunction and the injunction described in Section 7.12 of the Plan as filed on December 5, 2005.

3.3(b) Notwithstanding anything in this Agreement to the contrary, in the event that this Addendum becomes null and void pursuant to Section 3.3(a) above, (1) this Addendum shall be vitiated and shall be a nullity; (2) no Party shall be bound by the terms of the Addendum; (3) the CNA Policies shall remain in force and effect as if this Addendum had never existed, and the Parties and any Trust each shall have all of the respective rights, obligations, arguments, claims, entitlements and defenses under or with respect to the Subject Insurance Policies that it would have had if this Addendum had never existed.

3.3(c) If any Party files or seeks approval of a plan of reorganization that, if confirmed, would void this Addendum pursuant to Section 3.3(a) hereto, this Addendum shall become null and void on the date such a plan is proposed and CNA may participate in the bankruptcy for all purposes. If any other party to the Bankruptcy Cases files or seeks approval of such a plan, CNA may participate in the Bankruptcy Cases solely to oppose the confirmation of such plan of reorganization notwithstanding any other provision of this Addendum, and each of the Parties may take any appropriate discovery of one another in the Bankruptcy Cases. If any party to the Bankruptcy Cases files or seeks approval of such a plan, the Parties to this Addendum agree to meet and confer to determine the appropriate course of action for responding to such proposed plan.

3.3(d) Prior to the Final Confirmation Date, in the event that any action taken or not taken by any Party constitutes a material breach of any of the provisions of this Addendum, then any Party affected by that breach may declare this Addendum null and void and pursue any rights and remedies available to it under this Addendum and applicable law. If this Addendum becomes null and void for any reason stated in this Section 3.3 prior to the Final Confirmation Date, the Parties shall be placed as near as possible to the position they were in prior to the Execution Date, including that the Parties shall not be bound by this Addendum, those actions taken by CNA pursuant to Section 1.2(d) and 1.2(e) shall be withdrawn, and the Parties agree to seek (if requested to by CNA) a postponement or continuance of the confirmation hearing so that CNA may prepare to participate in such hearing.

3.3(e) In the event that any action taken or not taken by any Party after the Final Confirmation Date constitutes a material breach of any of the provisions of this Addendum, then any Party affected by that breach shall have any rights and remedies available to it under this Addendum and applicable law.

In witness whereof, the Parties have executed this Addendum as of the date set forth beneath its signature. This Addendum may be executed in counterparts.

Burns and Roe Parties

By: Charles A. Doyle
Their: Secretary

Continental Casualty Company; American
Casualty Company of Reading, Pa.;
Commercial Insurance Company of Newark,
N.J.

By: _____
Their: _____

The Official Committee of Unsecured
Creditors

By: _____
Their: _____

3.3(d) Prior to the Final Confirmation Date, in the event that any action taken or not taken by any Party constitutes a material breach of any of the provisions of this Addendum, then any Party affected by that breach may declare this Addendum null and void and pursue any rights and remedies available to it under this Addendum and applicable law. If this Addendum becomes null and void for any reason stated in this Section 3.3 prior to the Final Confirmation Date, the Parties shall be placed as near as possible to the position they were in prior to the Execution Date, including that the Parties shall not be bound by this Addendum, those actions taken by CNA pursuant to Section 1.2(d) and 1.2(e) shall be withdrawn, and the Parties agree to seek (if requested to by CNA) a postponement or continuance of the confirmation hearing so that CNA may prepare to participate in such hearing.

3.3(e) In the event that any action taken or not taken by any Party after the Final Confirmation Date constitutes a material breach of any of the provisions of this Addendum, then any Party affected by that breach shall have any rights and remedies available to it under this Addendum and applicable law.

In witness whereof, the Parties have executed this Addendum as of the date set forth beneath its signature. This Addendum may be executed in counterparts.

Burns and Roe Parties

By: _____
Their: _____

Continental Casualty Company; American
Casualty Company of Reading, Pa.;
Commercial Insurance Company of Newark,
N.J. (now known as Continental
Insurance Company by merger)

By: Michael P. Peter
Their: SENIOR VICE PRESIDENT

The Official Committee of Unsecured
Creditors

By: _____
Their: _____

3.3(d) Prior to the Final Confirmation Date, in the event that any action taken or not taken by any Party constitutes a material breach of any of the provisions of this Addendum, then any Party affected by that breach may declare this Addendum null and void and pursue any rights and remedies available to it under this Addendum and applicable law. If this Addendum becomes null and void for any reason stated in this Section 3.3 prior to the Final Confirmation Date, the Parties shall be placed as near as possible to the position they were in prior to the Execution Date, including that the Parties shall not be bound by this Addendum, those actions taken by CNA pursuant to Section 1.2(d) and 1.2(e) shall be withdrawn, and the Parties agree to seek (if requested to by CNA) a postponement or continuance of the confirmation hearing so that CNA may prepare to participate in such hearing.

3.3(e) In the event that any action taken or not taken by any Party after the Final Confirmation Date constitutes a material breach of any of the provisions of this Addendum, then any Party affected by that breach shall have any rights and remedies available to it under this Addendum and applicable law.

In witness whereof, the Parties have executed this Addendum as of the date set forth beneath its signature. This Addendum may be executed in counterparts.

Burns and Roe Parties

By: _____
Their: _____

Continental Casualty Company; American
Casualty Company of Reading, Pa.;
Commercial Insurance Company of Newark,
N.J.

By: _____
Their: _____

The Official Committee of Unsecured
Creditors

By: Peter Van N. Ledwood
Their: Counsel

The Legal Representative of Future
Asbestos Personal Injury Claimants

By: Anthony R. Calasibetta
Its: _____

EXHIBIT 1

Exhibit 1 to Agreement and Addendum to the Plans of Reorganization of Burns and Roe Enterprises, Inc. and Burns and Roe Construction Group, Inc.

<u>POLICY PERIOD</u>	<u>INSURER</u>	<u>POLICY NUMBER</u>
Domestic GL Policies		
01/01/56-57	Continental Cas. Co.	CL2680138
01/01/57-58	Continental Cas. Co.	ARL2705738
01/01/58-59	Continental Cas. Co.	ARL3566087
01/01/59-60	Continental Cas. Co.	ARL3564456
01/01/60-61	Continental Cas. Co.	ARL3555389
01/01/61-62	Continental Cas. Co.	ARL3556597
01/01/62-63	Continental Cas. Co.	ARL3559057
01/01/63-64	Continental Cas. Co.	ARL5980430
01/01/64-65	Continental Cas. Co.	ARL6253226
01/01/65-66	Continental Cas. Co.	ARL1267807
01/01/66-67	Continental Cas. Co.	ARL1267929
01/01/67-68	Continental Cas. Co.	CCP4134049
01/01/68-69	Continental Cas. Co.	CCP4138407
01/01/71-72	Continental Cas. Co.	CCP8548790
01/01/72-73	Continental Cas. Co.	CCP7424732
01/01/73-04/01/74	Continental Cas. Co.	CCP9023089
Wrap-Up Policies		
Danskammer		
08/01/54-55	Continental Cas. Co.	ARL5720189
Oyster Creek		
09/01/64-67	Continental Cas. Co.	ARL1267543
09/01/68-69	Continental Cas. Co.	CCP4139669
09/01/69-70	Continental Cas. Co.	CCP7433036
San Diego Desal		
03/05/62-63	Continental Cas. Co.	CL4292606
03/05/63-64	Continental Cas. Co.	CL4015710
Sayreville		
06/23/57-59	American Cas. Co.	CL118931
Burns & Roe Western		

<u>Hemisphere Policies</u>		
01/13/60-01/13/62	Commercial Ins. Co.	LAZ 29345
<u>Foreign Policies</u>		
<u>Kwajalein</u>		
10/01/62-63	Commercial Ins. Co.	80-13574
10/01/63-12/31/64	Commercial Ins. Co.	80-14124
12/31/64-65	Commercial Ins. Co.	80-15806
<u>Project Mercury</u>		
11/12/59-60	Commercial Ins. Co.	LAZ29317
11/12/60-61	Commercial Ins. Co.	LAZ31080
<u>Thule</u>		
12/15/59-07/01/60	Commercial Ins. Co.	LZ-31752
12/15/60-12/15/61	Commercial Ins. Co.	LZ-31752
12/15/61-07/01/62	Commercial Ins. Co.	LZ-31752
07/01/62-07/01/63	Commercial Ins. Co.	80-13470
07/01/63-07/02/64	Commercial Ins. Co.	80-13470
<u>Foreign GL Policies</u>		
9/18/58-9/18/59	Commercial Ins. Co.	LAZ 26587
09/18/59-09/18/60	Commercial Ins. Co.	LAZ 29263
09/18/60-09/18/61	Commercial Ins. Co.	LAZ 31050
09/18/61-09/18/62	Commercial Ins. Co.	LAZ 31050
09/18/62-09/18/63	Commercial Ins. Co.	LAZ 31050
09/18/63-09/18/64	Commercial Ins. Co.	80-14123
09/18/64-09/18/65	Commercial Ins. Co.	80-14123
09/18/65-09/18/66	Commercial Ins. Co.	80-14123
09/18/66-12/31/66	Commercial Ins. Co.	80-14123
12/31/66-12/31/67	Commercial Ins. Co.	80-20540
09/18/69-09/18/70	Commercial Ins. Co.	80-33656
09/18/70-09/18/71	Commercial Ins. Co.	80-39522
03/12/71-03/12/72	Commercial Ins. Co.	80-43481
03/12/72-03/12/73	Commercial Ins. Co.	80-46907
03/12/73-03/12/74	Commercial Ins. Co.	80-53235
03/12/74-03/12/75	Commercial Ins. Co.	80-53235

3

3

3

EXHIBIT 2

3

Exhibit 2
Documents to be returned to CNA

CNA000477-478	CNA020291-20292	CNA038883-38884
CNA000480-481	CNA020989-21109	CNA038923
CNA000485-486	CNA021725	CNA038946-38947
CNA000494	CNA021728	CNA038951
CNA000496-498	CNA021731	CNA038953-38958
CNA000673-677	CNA021737-21738	CNA038971-38976
CNA000693-694	CNA021743	CNA038991-38995
CNA000857	CNA021746-21752	CNA038999-39005
CNA000875-876	CNA021902-21904	CNA039007-39008
CNA001297	CNA021919-21920	CNA039010-39011
CNA001973-1977	CNA021934-21935	CNA039115
CNA001989-1991	CNA022146-22152	CNA039149
CNA002000-2001	CNA022490-22501	CNA039154
CNA002004-2009	CNA022514-22515	CNA039361-39362
CNA002027-2028	CNA024666	CNA039365
CNA002030-2031	CNA025620-25621	CNA039368
CNA002034-2043	CNA027575	CNA039392-39393
CNA002052	CNA027583-27599	CNA039419
CNA002153-2156	CNA027607-27610	CNA039426-39432
CNA002233-2238	CNA027627-27630	CNA039594-39595
CNA002262-2263	CNA027636	CNA039674-39686
CNA004343-4344	CNA027711-27712	CNA039699
CNA007041	CNA027728	CNA040316-40317
CNA007160	CNA029246-29248	CNA040356
CNA007188	CNA029250-29298	CNA041164
CNA008831-8833	CNA029300-29302	CNA041837
CNA009534	CNA031675	CNA042044
CNA011192	CNA032332-32335	CNA042067-69
CNA011196-11212	CNA037623-37822	CNA042128-42130
CNA011236-11239	CNA038131-38162	CNA042154
CNA011241-11242	CNA038230-38240	CNA042155-42157
CNA011276	CNA038248-38593	CNA042202-42204
CNA011278-11292	CNA038615	CNA042272-42273
CNA011616	CNA038617-38654	CNA042308
CNA012575-12576	CNA038711	CNA042354-42356
CNA013400-13403	CNA038718-38721	CNA042391
CNA015193-15199	CNA038730	CNA042426
CNA016450-16455	CNA038793-38794	CNA042443
CNA016460-16465	CNA038829-38831	CNA042474
CNA019369	CNA038835-38836	CNA042547-42549
CNA019784-19962	CNA038878	CNA042604-42605

Exhibit 2
Documents to be returned to CNA

CNA042755-42764	CNA057621-57622
CNA042921-429225	CNA057654-57664
CNA043021-43023	CNA057672-57684
CNA043117-43121	CNA057757
CNA044749-44750	CNA057789-57800
CNA045717	CNA057804-57827
CNA045803-45804	CNA057829-57836
CNA045862	CNA057850-57853
CNA046041-46048	CNA057859-57871
CNA046061	CNA057875-57880
CNA046157	CNA057886-57902
CNA046281-46282	CNA057904-57908
CNA046289	CNA057911-57968
CNA046397	CNA057982-58155
CNA047489	CNA058157-58166
CNA049759-49825	CNA058168-58201
CNA050731	CNA058216-58250
CNA050850	CNA058256
CNA051598-51610	CNA058274-58290
CNA052031	CNA058294-58296
CNA053116-53120	CNA058313-58315
CNA053305-53307	CNA058317-58322
CNA053336	CNA058324-58326
CNA054929	CNA062428-626
CNA055624	
CNA055736-55738	
CNA056149-56152	
CNA056311-56312	
CNA056316	
CNA056447-56492	
CNA056733-56736	
CNA057036	
CNA057373-57377	
CNA057379	
CNA057385-57386	
CNA057458-57463	
CNA057513	
CNA057517	
CNA057522	
CNA057526	
CNA057618-57619	

3

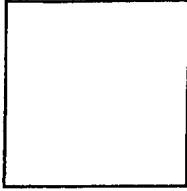
3

3

EXHIBIT 3

Exhibit 3

MEMORANDUM



Burns and Roe Enterprises, Inc.

DRAFT
PRIVILEGED AND CONFIDENTIAL

To: All Oradell Employees

From: K. Keith Roe

Date: _____, 2007

Subject: Document Storage; Required Cooperation in Support
of Chapter 11 Settlement with CNA

Copy to:

As you are probably aware, in late 2000, Burns and Roe Enterprises, Inc. ("BREI") filed for Chapter 11 bankruptcy because of mounting asbestos claims. Several years later Burns and Roe Construction Group, Inc. ("BRCGI") filed a similar bankruptcy case. Pursuant to a recently executed settlement agreement, one of the companies' insurers, CNA, will have the option to defend asbestos claims asserted against the trust that will hold Burns and Roe's liability after the trust is established under the reorganization plan.

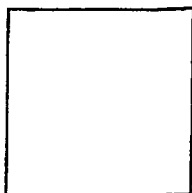
In conjunction with the trust's handling of such asbestos claims and CNA and the trust's future defense of such asbestos claims, possession of documents in our current off-site storage facility will be transferred to the trust, some of which may be made available to plaintiffs. In this regard, we are asking that all documents residing at Oradell concerning work on projects performed by BREI or BRCGI prior to 1990, including any specification or use of asbestos on those projects and any asbestos personal injury claims related to those projects be preserved until BREI and BRCGI emerge from bankruptcy, at which time we will ask you to identify and send such documents to the warehouse.

Effective immediately, all documents residing in Oradell concerning work on projects performed by BREI or BRCGI prior to 1990, including any specification or use of asbestos on those projects and any asbestos personal injury claims related to those projects, should be retained by you and not destroyed. Your compliance with this directive is mandatory and we ask that you cooperate fully with this request.

Please contact the Legal Department with any questions regarding this directive.

EXHIBIT 4

MEMORANDUM



Burns and Roe Enterprises, Inc.

DRAFT
PRIVILEGED AND CONFIDENTIAL

To: All Oradell Employees

From: K. Keith Roe

Date: _____, 2007

Subject: Document Storage; Required Cooperation in Support
of Chapter 11 Settlement with CNA

Copy to:

As you are probably aware, in late 2000, Burns and Roe Enterprises, Inc. ("BREI") filed for Chapter 11 bankruptcy because of mounting asbestos claims. Several years later Burns and Roe Construction Group, Inc. ("BR CGI") filed a similar bankruptcy case. Pursuant to a recently executed settlement agreement, one of the companies' insurers, CNA, will have the option to defend asbestos claims asserted against the trust that will hold Burns and Roe's liability after the trust is established under the reorganization plan.

In conjunction with the trusts handling of such asbestos claims and CNA and the trust's future defense of such asbestos claims, possession of documents in our current off-site storage facility will be transferred to the trust, some of which may be made available to plaintiffs. In this regard, we are asking that all documents residing at Oradell concerning work on projects performed by BREI or BR CGI prior to 1990, including any specification or use of asbestos on those projects and any asbestos personal injury claims related to those projects be identified and sent to the warehouse. Please cooperate fully with this request.

Each Oradell-based employee is required within 90 days of the date of this notice to:

- Review all files in his/her custody or control for documents described above.
- If in conducting this office-based record search you locate any documents which are stamped with the Government Classified Titles of TOP SECRET, SECRET or CONFIDENTIAL, do not read the document and immediately call the Burns and Roe Security Manager, Mr. Manuel Monge (ext. 4203), who will immediately take possession of such documents. You should make a list of the number of such documents that you remove from each specifically identified project file and provide a copy of that list to Andrew Ratzkin, the General Counsel.
- In reviewing the documents in the files, if you find any documents which are stamped UCNI (Unclassified Controlled Nuclear Information), OOU (Official Use Only), or ECI (Export Controlled Information), or are otherwise regulatory-confidential, you should remove such documents from the files. You should create an index identifying the project file from which each such document is removed, and you should keep such documents segregated. We

will collect such documents for CNA or defense counsel solely to inventory without reviewing the contents.

- In reviewing the documents in the files, if you find any indication of stamps or notices that the document contains client confidential or proprietary information or any wording indicating access to the documents is restricted or requires unique safekeeping, you should segregate the document, prepare a client regulated file index containing the project file number in which the document was originally found. We will collect such documents for CNA or defense counsel solely to inventory without reviewing the contents.
- Promptly transmit the now purged work project and asbestos claims files to the IRON Mountain warehouse following existing Burns and Roe record retention guidelines and working through Mr. John Candido of Office Services (ext. 4453). A copy of the document transmittal sheets required by Office Services should be sent to Andrew Ratzkin in the Legal Department.

There is no restriction on making and retaining for convenience or future reference copies of any documents identified for shipping. Possession of documents in the warehouse will be transferred to the trust, but we will have the right to retrieve documents, at our cost, for our use.

Please charge time spent identifying, shipping or segregating documents pursuant to this memorandum to the following charge number: [TBA]

In addition to reviewing documents, CNA or defense counsel may seek to interview or depose certain former or current employees. You should not discourage or interfere with such interviews or depositions.

Please contact the Legal Department with any questions regarding this directive. If you are uncertain that you possess documents referred to in the second, third or fourth bullet points above, please contact the Security Office.

EXHIBIT 5

[Employee/Former Employee Name]
[Address]

Re: Burns and Roe Enterprises, Inc. and Burns and Roe Construction Group, Inc.

Dear Mr./Ms. _____:

As you are probably aware, in late 2000, Burns and Roe Enterprises, Inc. filed for Chapter 11 bankruptcy because of mounting asbestos claims. Several years later Burns and Roe Construction Group, Inc. filed a similar bankruptcy case. The two companies emerged from Chapter 11 bankruptcy on _____, 200_. As part of the plan of reorganization, one of the companies' insurers, one of the CNA service mark companies ("CNA"), is defending asbestos claims asserted against the trust established under the plan that now holds Burns and Roe's liability.

FOLLOWED BY ONE OF THE THREE FOLLOWING PARAGRAPHS:

In conjunction with its defense of the asbestos claims, CNA has asked for the opportunity to speak with you about your work for the companies. Attorneys from the law firm of _____ are the lawyers who will be making preliminary contact. Please cooperate with counsel when you are contacted.

OR

One of the plaintiffs in one of the asbestos lawsuits has asked to take your deposition. Attorneys from the law firm of _____, representing CNA, will contact you regarding the deposition. Please cooperate with counsel when you are contacted.

OR

CNA has requested that you testify at trial in one of the asbestos lawsuits. Attorneys from the law firm of _____, representing CNA, will contact you regarding the trial. Please cooperate with counsel when you are contacted.

WHERE THERE IS NO KNOWN PHONE NUMBER, THE SECOND SENTENCE IN EACH OF THE ABOVE ALTERNATIVE SECOND PARAGRAPHS SHALL READ:

Please contact _____, one of the attorneys for CNA, at [phone number], and ask the operator to reverse the charges. He/she will coordinate with you regarding the interview/your testimony. [For current employees: A copy of this letter has been sent to your supervisor, who will cooperate in making such arrangements.]

Very truly yours,

cc: [For current employees: Supervisor.]

EXHIBIT 6

PERSONNEL INFORMATION CONFIDENTIALITY EXHIBIT

This Personnel Information Confidentiality Exhibit ("Exhibit") supplements and is made a part of the Addendum ("Addendum") by and between the Debtors, the Trust and CNA, and is effective as of the Effective Date of the Addendum.

1. Purpose. The documents in Debtors' off-site storage facility will be transferred to the Trust, with access to CNA and defense counsel, as described in Sections 2.6, 2.7 and 2.9 of the Addendum. Some of these documents may contain Personnel Information. To reasonably assure that providing CNA, defense counsel and the Trust access to the New Document Depository does not lead to intentional or unintentional use or disclosure that may violate the Health Insurance Portability and Accountability Act ("HIPAA"), 45 C.F.R. Parts 160 and 164, or other applicable federal, state and local privacy laws, CNA and the Trust agree to the following with respect to Personnel Information, and will require such agreement in writing from defense counsel:

2. Definitions. Terms used in this Exhibit shall have the meaning as defined in the Addendum, in addition to the following:

a. "Agent(s)" shall mean any person designated by CNA, defense counsel or the Trust to review documents identified in Section 2.7 of the Addendum.

b. "Protected Health Information" or "PHI" shall mean individually identifiable health information that is transmitted or maintained in any manner, and is confidential under HIPAA.

c. "Minimum Necessary" shall mean the minimum amount of Personnel Information that is necessary to accomplish the purpose of preparing the inventory described in Section 3.d of this Exhibit.

3. Obligations of the Parties.

a. Scope. In consideration of Debtors and Reorganized Debtors allowing the Trust, CNA and their Agents to review and take possession of documents in the New Document Depository, CNA and the Trust agree:

i. not to review, use or disclose Personnel Information found in the New Document Depository in any form for any purpose other than as provided in this Exhibit, or as permitted under HIPAA or other applicable federal, state and local law;

ii. to hold all Personnel Information in confidence;

iii. to be responsible for any breach of obligation for any review, use or disclosure of Personnel Information by CNA, defense counsel, the Trust or any of their Agents for any purpose not permitted by the Addendum or this Exhibit;

iv to ensure that each of CNA's, the Trust's and defense counsel's Agents allowed access to documents containing Personnel Information have personally acknowledged the obligations set forth in this Exhibit in a written statement, prior to access to such documents.

b. The review of Debtors' off-site storage facility documents containing Personnel Information shall be limited to the Minimum Necessary level, for the sole purpose of compiling the inventory referred to in Sections 2.d and 2.e of this Exhibit.

c. CNA, the Trust, defense counsel and their Agents shall not copy or duplicate any documents identified as containing Personnel Information.

d. Inventory. The content of the inventory shall be restricted to:

i. the names of folders;

ii. the subject lines on documents; and

iii. the names of Debtors' former and current employees whose information may be relevant to the purpose set forth in Section 2.6(a) of the Addendum.

e. The inventory shall not include any other information, including the description of the text of the documents containing Personnel Information.

f. Upon completion of CNA's, defense counsel's or the Trust's preparation of an inventory of Personnel Information, CNA, defense counsel or the Trust shall:

i. return all such documents to Debtors to a location designated by Debtors as soon as practicable.

ii. provide a copy of the inventory of documents containing Personnel Information to Debtors as soon as practicable.

iii. segregate the Personnel Information that is to be preserved pursuant to Addendum Section 2.7(d).

g. Review of Personnel Information. To the extent CNA, defense counsel or the Trust reviews, copies or discloses Personnel Information inconsistent with this Exhibit, it will report any such review to the Reorganized Debtors within five (5) calendar days of learning of such review, copying or disclosure and comply with any applicable law regarding such use or disclosure.

4. Acknowledgement of Confidentiality. CNA and the Trust acknowledge their obligations as set forth in this Exhibit. CNA and the Trust also acknowledge that their obligation to not further review, use or disclose Personnel Information found during the review of documents in the New Document Depository survives the completion of the review of such documents.