

# Exhibit 32



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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re

QUIGLEY COMPANY, INC.,

Debtor.

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Chapter 11

Case No. 04-15739 (SMB)

**QUIGLEY COMPANY, INC.  
FIFTH AMENDED AND RESTATED PLAN OF REORGANIZATION  
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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Dated: New York, New York  
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(As modified, June 26, 2013)

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**SCHEDULE**

Schedule 1 Pfizer Inc Affiliates

**EXHIBITS**

- Exhibit A Asbestos PI Trust Agreement
- Exhibit B Asbestos PI Trust Distribution Procedures
- Exhibit C Schedule of Shared Asbestos Insurance Policies
- Exhibit D Schedule of Shared Asbestos-Excluded Insurance Policies
- Exhibit E Schedule of Shared Asbestos-Excluded Claims-Made Insurance Policies
- Exhibit F Schedule of Insurance Settlement Agreements and AIG Insurance Settlement Agreement
- Exhibit G AIG Assignment Agreement
- Exhibit H Amended Bylaws of Reorganized Quigley
- Exhibit I Amended Certificate of Incorporation of Reorganized Quigley
- Exhibit J [RESERVED]
- Exhibit K Insurance Relinquishment Agreement
- Exhibit L Asbestos Records Cooperation Agreement

## INTRODUCTION

Quigley Company, Inc., debtor and debtor-in-possession (“Quigley” or the “Debtor”), proposes the following modified fifth amended and restated plan of reorganization under chapter 11 of the Bankruptcy Code for the resolution of Quigley’s outstanding Claims, Demands, and Equity Interests (the “Plan”). The Plan amends and supersedes the “Fourth Amended Quigley Company, Inc. Plan of Reorganization Under Chapter 11 of the United States Bankruptcy Code (As Modified As Of August 6, 2009),” dated and filed with the Bankruptcy Court on August 6, 2009. Reference is made to the Disclosure Statement to which this Plan is annexed for a discussion of Quigley’s history, business, properties, and assets, and for a summary of the Plan and certain related matters. All holders of Claims and Demands against, and Equity Interests in, Quigley are encouraged to read the Plan and Disclosure Statement in their entirety before voting to accept or reject the Plan.

**NO SOLICITATION MATERIALS, OTHER THAN THE DISCLOSURE STATEMENT AND RELATED MATERIALS TRANSMITTED THEREWITH AND APPROVED BY THE BANKRUPTCY COURT, HAVE BEEN AUTHORIZED BY THE BANKRUPTCY COURT FOR USE IN SOLICITING ACCEPTANCES OR REJECTIONS OF THE PLAN.**

Quigley is the proponent of this Plan within the meaning of section 1129 of the Bankruptcy Code (as that term is defined herein). Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Rule 3019 of the Bankruptcy Rules and Section 13.2 of this Plan, Quigley reserves the right to alter, amend or modify this Plan, as Quigley deems necessary, prior to its substantial consummation.

## ARTICLE I

### DEFINITIONS AND RULES OF INTERPRETATION

Section 1.1 Capitalized Terms. The capitalized terms used herein have the respective meanings set forth below. Any term that is not otherwise defined herein, but that is defined or used in the Bankruptcy Code or Bankruptcy Rules, shall have the meaning given to that term in the Bankruptcy Code or Bankruptcy Rules, as applicable.

“Ad Hoc Committee” means (i) Weitz & Luxenberg, PC, (ii) Cooney & Conway, and (iii) the Law Offices of Peter G. Angelos, PC.

“Administrative Claim” means any right to payment constituting a cost or expense of administration of the Chapter 11 Case of a kind specified under section 503(b), 507(b) or 1114(e)(2) of the Bankruptcy Code and entitled to priority under section 507(a)(1) of the Bankruptcy Code, including, without limitation, (i) any actual and necessary costs and expenses of preserving the Estate, (ii) any actual and necessary costs and expenses of operating the businesses of Quigley, (iii) any indebtedness or obligations incurred or assumed by Quigley in the ordinary course of business in connection with the conduct of its businesses, (iv) any Fee Claims, (v) any fees or charges assessed against the Estate under 28 U.S.C. § 1930, including

post-Confirmation Date and post-Effective Date fees and charges, and (vi) all costs and expenses, including any recording fees, transfer taxes, or similar fees or taxes, but only to the extent not proscribed by section 1146(a) of the Bankruptcy Code, arising out of or related to the transfer of Quigley's assets pursuant to this Plan.

"Administrative Claims Bar Date" means the deadline for filing Administrative Claims, including Fee Claims, which date shall be set forth in the Confirmation Order.

"Affiliate" of a specified Entity is: (i) an Entity that directly or indirectly owns, controls or holds with power to vote, 20 percent or more of the outstanding voting securities of such specified Entity; (ii) an Entity 20 percent or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote by such specified Entity, or by an Entity described in subclause (i); or (iii) any other Entity that, directly or indirectly, through one or more intermediaries or otherwise, Controls or is Controlled by, or is under common Control with the specified Entity; provided, however, that without limiting the generality of the foregoing, with respect to an "Affiliate" of Quigley or an Entity "Affiliated" with Quigley, the term "Affiliate" shall include the meaning ascribed thereto in section 101(2) of the Bankruptcy Code.

"AIG Assignment Agreement" means the AIG Assignment Agreement referenced in Section 9.3(f) of the Plan, and substantially in the form annexed hereto as Exhibit G.

"AIG Companies" has the meaning assigned to such term in the AIG Insurance Settlement Agreement.

"AIG Insurance Settlement Agreement" means the Addendum to Settlement Agreement Among Pfizer Inc, Quigley Company, Inc. and certain AIG Companies, effective August 13, 2004.

"AIG Payments" means any and all payments made or to be paid by the AIG Companies under the AIG Insurance Settlement Agreement, as further described therein, including any interest earned on any and all such payments.

"Allowed" means, when used with respect to any Claim against Quigley (excluding Asbestos PI Claims), including an Administrative Claim: (i) such Claim to the extent it is not a Disputed Claim; (ii) such Claim to the extent it may be allowed pursuant to a Final Order of the Bankruptcy Court; (iii) a Disputed Claim, proof of which was filed on or prior to the Bar Date, and (A) as to which no objection was filed by the Claims Objection Bar Date, unless such Claim is to be determined in a forum other than the Bankruptcy Court, in which case such Claim will not become allowed until determined by a Final Order of such other forum and allowed by a Final Order of the Bankruptcy Court; or (B) as to which an objection was filed by the Objection Deadline, to the extent allowed by a Final Order of the Bankruptcy Court; (iv) if no Proof of Claim was so filed, any Claim against Quigley which has been listed by Quigley on its Schedules, as such Schedules may be amended from time to time in accordance with Rule 1009 of the Bankruptcy Rules, as liquidated in amount and not disputed or contingent (or as to which the applicable Proof of Claim has been withdrawn or such claim has been Disallowed); (v) any Claim arising from the recovery of property under section 550 or 553 of the Bankruptcy

Code and allowed in accordance with section 502(h) of the Bankruptcy Code; or (vi) any Claim expressly allowed under or pursuant to the terms of the Plan. The term “Allowed” shall not apply to Asbestos PI Claims.

Notwithstanding the foregoing, Claims against Quigley allowed solely for the purpose of voting to accept or reject the Plan pursuant to the Solicitation Procedures Order or other order of the Bankruptcy Court shall not be considered Allowed Claims hereunder.

“Allowed Amount” means, with respect to any Claim (excluding Asbestos PI Claims): the lesser of (i) the dollar amount of such Claim as Allowed; (ii) the estimated amount of such Claim (other than the estimated amount of any Claim for voting purposes only, pursuant to either the Solicitation Procedures Order or any other order of the Bankruptcy Court); and (iii) the dollar amount agreed to by Quigley. Unless otherwise provided in the Plan or a Final Order of the Bankruptcy Court or District Court, the Allowed Amount of an Allowed Claim, except for the Allowed Amount of the DIP Claim and the Pfizer Secured Claim shall not include interest or penalties accruing on such Allowed Claim from and after the Petition Date. In addition, unless an order of the Bankruptcy Court provides otherwise, the Allowed Amount of an Allowed Claim shall not, for any purpose under the Plan, include interest at any default rate of interest.

“Allowed Claim” means an Allowed Claim of the type described.

“Amended Bylaws” means the amended and restated bylaws of Reorganized Quigley, in substantially the form annexed hereto as Exhibit H.

“Amended Certificate of Incorporation” means the amended and restated certificate of incorporation of Reorganized Quigley, in substantially the form annexed hereto as Exhibit I.

“Amended Charter Documents” means, collectively, the Amended Bylaws and the Amended Certificate of Incorporation.

“Asbestos Insurance Action” means any and all Claims, Causes of Action, and/or rights of Quigley against any Asbestos Insurance Entity arising from, under or related to any Shared Asbestos Insurance Policy, any Insurance Settlement Agreement, any other settlement agreement with any Asbestos Insurance Entity, or any Quigley Insurer Receivable that are subject to the Quigley Insurance Transfer, including, but not limited to, Claims, Causes of Action, or rights arising from, under and/or related to: (a) any such Asbestos Insurance Entity’s failure to provide coverage or pay amounts billed to it for Asbestos PI Claims, whether prior to or after the Petition Date, under an Insurance Settlement Agreement; (b) the refusal of any Asbestos Insurance Entity to pay any obligations on, or compromise and settle, any Asbestos PI Claim under or pursuant to any Shared Asbestos Insurance Policy; or (c) the interpretation or enforcement of the terms of any Shared Asbestos Insurance Policy with respect to any Asbestos PI Claim.

“Asbestos Insurance Dispute” means any and all formal or informal proceedings in any judicial, nonjudicial, arbitral or alternative dispute resolution forum of any kind, as well as all Claims asserted and defenses thereto, whether or not asserted in a proceeding, pending now or

commenced in the future, (1) involving an Asbestos Insurance Entity and (2) related to any Asbestos Insurance Policy, any Insurance Settlement Agreement, any other settlement agreement with any Asbestos Insurance Entity, the Pfizer Contribution, the Insurance Relinquishment Agreement, the Quigley Contribution, the Quigley Insurance Transfer, the Quigley Transferred Insurance Rights, and/or any Quigley Insurer Receivable. Without limiting the foregoing, “Asbestos Insurance Dispute” includes “Asbestos Insurance Action.”

“Asbestos Insurance Entity” means any Entity, including any insurance company, broker, or guaranty association, that has issued, or that has any actual or potential liabilities, duties or obligations under or with respect to any Shared Asbestos Insurance Policy or any other insurance policy that provides coverage for Asbestos PI Claims.

“Asbestos Insurance Policy” means any insurance policy in effect at any time on or before the Effective Date naming Quigley or Pfizer (or any predecessor, subsidiary, or past or present Affiliate of Quigley or Pfizer) as an insured (whether as the primary or as an additional insured), or otherwise affording to Quigley or Pfizer indemnity or insurance coverage, upon which any Claim has been or may be made with respect to any Asbestos PI Claim. Without limiting the foregoing, “Asbestos Insurance Policy” includes “Shared Asbestos Insurance Policy.”

“Asbestos PI Channeling Injunction” means the injunction described in Section 11.6 of the Plan.

“Asbestos PI Claim” means any Claim or Demand seeking recovery for damages for bodily injury allegedly caused by the presence of, or exposure to, asbestos or asbestos-containing products (1) against or on Quigley or Reorganized Quigley; and (2) against or on any other Entity that is alleged to be directly or indirectly liable for the conduct of, Claims against or Demands on Quigley to the extent such alleged liability arises by reason of—

- (a) the other Entity’s ownership of a financial interest in Quigley, a past or present Affiliate of Quigley, Reorganized Quigley or a predecessor in interest of Quigley or Reorganized Quigley;
- (b) the other Entity’s involvement in the management of Quigley, Reorganized Quigley or a predecessor in interest of Quigley or Reorganized Quigley, or service as an officer, director or employee of Quigley, Reorganized Quigley or a Related Party;
- (c) the other Entity’s provision of insurance to Quigley, Reorganized Quigley or a Related Party; or
- (d) the other Entity’s involvement in a transaction changing the corporate structure, or in a loan or other financial transaction affecting the financial condition, of Quigley, Reorganized Quigley or a Related Party, including but not limited to—
  - (i) involvement in providing financing (debt or equity), or advice to an Entity involved in such a transaction; or

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

“Asbestos PI Claims” shall not include any Claim against a Quigley Person or any Pfizer Protected Party for benefits under any government-mandated workers’ compensation system. “Asbestos PI Claims” shall include, without limitation, Indirect Asbestos PI Claims, Asbestos PI Deficiency Claims and Trust Expenses.

“Asbestos PI Deficiency Claim” means with respect to each Secured Bond Claim, the amount of any Final Judgment obtained by the holder of such Claim that exceeds the amounts received on account of the supersedeas bond securing the Secured Bond Claim at such time as the holder obtains such Final Judgment against Quigley or Reorganized Quigley, as the case may be, as described in Section 4.2(b), (c), (d), or (e), as applicable.

“Asbestos PI Insurer Coverage Defenses” means all rights, Claims, or defenses, at law or in equity, that any Asbestos Insurance Entity may have under applicable law, any Asbestos Insurance Policy, any Insurance Settlement Agreement, or any other settlement agreement to which any Asbestos Insurance Entity is a party, with respect to a Claim seeking insurance coverage; provided, however, that “Asbestos PI Insurer Coverage Defenses” shall not include any right of, or Claim or defense asserted by, any Asbestos Insurance Entity that (1) is based on the assertion that the Plan does not, or that any of the Plan Documents do not, comply with the Bankruptcy Code; (2) is based on the assertion that either the Quigley Insurance Transfer or the Insurance Relinquishment Agreement is invalid, ineffective and/or unenforceable or is otherwise prohibited, or otherwise serves to impair, limit or void any rights to insurance coverage; (3) the Asbestos Insurance Entity has released, limited (to the extent of such limitation) or waived in any Insurance Settlement Agreement or any other settlement agreement; or (4) has been resolved or limited (to the extent of such limitation) in a Final Order by binding adjudication in any proceeding, including in Continental Cas. Co., et al. v. Pfizer Inc, et al., Adv. No. 06-01299 (Bankr. S.D.N.Y.) (the “CNA Adversary Proceeding”), but otherwise excluding the Chapter 11 Case.

“Asbestos PI Trust” means the asbestos personal injury trust to be established pursuant to section 524(g) of the Bankruptcy Code and in accordance with the Plan, the Confirmation Order and the Asbestos PI Trust Agreement, which trust shall be treated as a “qualified settlement fund” under section 468B of the Internal Revenue Code.

“Asbestos PI Trust Agreement” means the agreement, to be dated as of the Effective Date, between and among Reorganized Quigley, the Trustees of the Asbestos PI Trust, the Future Demand Holders’ Representative and the Trust Advisory Committee, governing the creation of the Asbestos PI Trust, in substantially the form annexed hereto as Exhibit A.

“Asbestos PI Trust Assets” means, collectively: (i) the Pfizer Contribution; (ii) the Quigley Contribution; and (iii) all proceeds of the foregoing.

“Asbestos PI Trust Distribution Procedures” means the trust distribution procedures for the Asbestos PI Trust, in substantially the form annexed hereto as Exhibit B, and

such additional procedures as subsequently may be adopted by the Asbestos PI Trust, which provide for the liquidation and satisfaction of Asbestos PI Claims.

“Asbestos PI Trust Documents” means the Asbestos PI Trust Agreement, the Trust Bylaws and the other agreements, instruments and documents governing the establishment and administration of the Asbestos PI Trust, as the same may be amended or modified from time to time, in accordance with the terms thereof.

“Asbestos Protected Party” means any of the following:

- (a) any Quigley Person;
- (b) Reorganized Quigley;
- (c) any Pfizer Protected Party and any other Entity that is alleged to be directly or indirectly liable for the conduct of, Claims against or Demands on Quigley to the extent such alleged liability arises by reason of—
  - (i) the Pfizer Protected Party’s or other Entity’s ownership of a financial interest in Quigley, a past or present Affiliate of Quigley, Reorganized Quigley or a predecessor in interest of Quigley or Reorganized Quigley;
  - (ii) the Pfizer Protected Party’s or other Entity’s involvement in the management of Quigley, Reorganized Quigley or a predecessor in interest of Quigley or Reorganized Quigley, or service as an officer, director or employee of Quigley, Reorganized Quigley or a Related Party; or
  - (iii) the Pfizer Protected Party’s or other Entity’s involvement in a transaction changing the corporate structure, or in a loan or other financial transaction affecting the financial condition, of Quigley, Reorganized Quigley or a Related Party, including but not limited to—
    - a. involvement in providing financing (debt or equity), or advice to an Entity involved in such a transaction; or
    - b. acquiring or selling a financial interest in an Entity as part of such a transaction.

“Asbestos Records” means all of the books and records, or copies thereof, of Quigley, Reorganized Quigley, Pfizer and its Affiliates, wherever such books and records are located, to the extent that such books and records relate to any Asbestos PI Trust Asset or any Asbestos PI Claim, including, without limitation: (a) historical claims data relating to Asbestos PI Claims; (b) sales records of Quigley relating to asbestos or asbestos-containing products formerly made, used or sold by Quigley; and (c) insurance policies, agreements, claim forms and any other records relating to the Quigley Transferred Insurance Rights.

“Asbestos Record Party” means each Entity whose books and records, or any portion thereof, are Asbestos Records.

“Ballot” means each of the ballots and/or master ballots distributed with the Disclosure Statement to holders of Impaired Claims against or Equity Interests in Quigley (other than to holders of Impaired Claims or Equity Interests deemed to have rejected the Plan or otherwise not entitled to vote on the Plan) on which ballot such holder of a Claim or Equity Interest may, among other things, vote to accept or reject the Plan.

“Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. § 101 *et seq.*, as in effect on the Petition Date, together with all amendments, modifications and replacements of the foregoing, as the same may exist on any relevant date to the extent applicable to the Chapter 11 Case.

“Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York or such other court as may have jurisdiction over the Chapter 11 Case.

“Bankruptcy Rules” means, collectively: (a) the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075, title 28, United States Code; (b) the Federal Rules of Civil Procedure, as applicable to the Chapter 11 Case or proceedings therein; and (c) the local rules of the Bankruptcy Court, all as amended from time to time and applicable in this Chapter 11 Case.

“Bar Date” means September 15, 2005, the date fixed by order of the Bankruptcy Court dated July 26, 2005, by which a holder of a Claim against Quigley (other than a holder of an “Excluded Claim,” as defined in Quigley’s Notice Of Deadline For Filing Proofs Of Claim For Non-Asbestos Claims) must have filed a Proof of Claim against Quigley.

“Board of Directors” means the board of directors of a corporation.

“Business Day” means any day except: (i) Saturday; (ii) Sunday; (iii) any other day on which banking institutions in New York, New York are required or authorized to close by law or executive order; and (iv) the Friday after Thanksgiving.

“Cash” means legal tender of the United States of America.

“Causes of Action” means any and all actions, causes of action, Liabilities, obligations, accounts, controversies, rights to legal remedies, rights to equitable remedies, rights to payment, suits, debts, sums of money, damages, judgments, Claims, and Demands, whatsoever, whether known or unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured, whether asserted or assertable directly or derivatively, in law, equity or otherwise which may be brought by or on behalf of Quigley and/or the Estate, arising under any provision of the Bankruptcy Code or other applicable law.

“Chapter 11 Case” means Quigley’s case under chapter 11 of the Bankruptcy Code, captioned *In re Quigley Company, Inc.*, Case No. 04-15739 (SMB), pending in the United States Bankruptcy Court for the Southern District of New York.

“Claim” means a (a) right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, legal,

equitable, secured, or unsecured; or (b) right to an equitable remedy for breach of performance if such right gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

“Claims Agent” means BMC Group, Inc.

“Claims Objection Bar Date” means, for all Claims against Quigley (other than Asbestos PI Claims), 270 days after the Effective Date, unless extended by order of the Bankruptcy Court prior to the expiration thereof.

“Class” means a category of holders of Claims or Equity Interests described in Article IV hereof.

“Class 3 Payment Percentage” means the portion of the Payment Percentage attributable to direct claims against Quigley. On the Effective Date, the “Class 3 Payment Percentage” initially shall be 7.5%.

“Class 4A Payment Percentage” means the percentage of full liquidated value that holders of Asbestos PI Claims in Class 4A will be entitled to receive on account of their Quigley claims from the Asbestos PI Trust pursuant to the Asbestos PI Trust Distribution Procedures. On the Effective Date, the Class 4A Payment Percentage initially shall be 7.5%.

“Class 4B Payment Percentage” means the percentage of full liquidated value that holders of Asbestos Claims in Class 4B will be entitled to receive on account of their Quigley claims and their Pfizer derivative claims from the Asbestos PI Trust pursuant to the Asbestos PI Trust Distribution Procedures. On the Effective Date, the Class 4B Payment Percentage initially shall be 30.5%, which shall reflect an initial 7.5% payment percentage on account of direct claims held against Quigley as well as 23% of the full liquidated value of any such Claim which holders of Other Asbestos PI Claims shall be entitled to receive from the Asbestos PI Trust as consideration for the release of Pfizer’s derivative liability through the Asbestos PI Channeling Injunction.

“Common Stock” means the shares of common stock, par value \$100 per share, of Quigley issued and outstanding as of the Petition Date.

“Confidentiality Injunction” means the injunction described in Section 11.11 of this Plan.

“Confirmation Date” means the date the Confirmation Order is entered on the docket maintained by the Clerk of the District Court or the Bankruptcy Court, as applicable, with respect to the Chapter 11 Case.

“Confirmation Hearing” means the hearing to be held by the Bankruptcy Court and/or District Court pursuant to section 1128 of the Bankruptcy Code to consider confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

“Confirmation Order” means, as the context requires, the order or orders of the District Court confirming the Plan under section 1129 of the Bankruptcy Code or affirming an order of the Bankruptcy Court confirming the Plan under section 1129 of the Bankruptcy Code, which shall contain, among other things, the Asbestos PI Channeling Injunction, the Settling Asbestos Insurance Entity Injunction, the Non-Settling Asbestos Insurance Entity Injunction, and the Confidentiality Injunction.

“Coverage Case” means a litigation, arbitration or similar proceeding commenced against any insurer that is the issuer of a Shared Asbestos-Excluded Insurance Policy to recover payment from such insurer on account of an Allowed Silica Claim or a Silica Claim that has been rendered to Final Judgment against Quigley or Reorganized Quigley.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies, or activities of an Entity, whether through ownership of voting securities, by contract or otherwise.

“Creditors’ Committee” means the statutory committee of unsecured creditors appointed in the Chapter 11 Case by the United States Trustee on September 22, 2004, as thereafter modified or reconstituted.

“Cure” means the Distribution of Cash, or such other property as may be agreed upon by the parties and/or ordered by the Bankruptcy Court, with respect to the assumption of an Executory Contract pursuant to section 365(b) of the Bankruptcy Code, in an amount equal to all accrued, due, and unpaid monetary obligations, without interest, or such other amount as may be agreed upon by the parties or ordered by the Bankruptcy Court, under such Executory Contract, to the extent such obligations are enforceable under the Bankruptcy Code and applicable non-bankruptcy law.

“Debtor” means Quigley Company, Inc., debtor and debtor-in-possession in the Chapter 11 Case.

“Demand” means a demand for payment, present or future, within the meaning of section 524(g)(5) of the Bankruptcy Code that: (i) was not a Claim during the Chapter 11 Case; (ii) arises out of the same or similar conduct or events that gave rise to the Asbestos PI Claims; and (iii) pursuant to the Plan, is to be paid by the Asbestos PI Trust.

“DIP Claim” means Pfizer’s Claim arising under the Senior Secured Loan Facility for all advances made on or after the Petition Date and for the use of Cash Collateral pursuant to: (a) the Interim Cash Collateral Order; and (b) the Final DIP/Cash Collateral Order.

“Disallowed” means, when used with respect to a Claim against Quigley, a Claim that: (a) is disallowed in whole or in part (but solely to the extent of such disallowance) by an order of the Bankruptcy Court or other court of competent jurisdiction; or (b) has been withdrawn, in whole or in part, by the holder thereof.

“Discharged Silica Claim” means a Silica Claim that is filed against Reorganized Quigley in a court of competent jurisdiction and which is determined to be subject to the Bar Date or Section 11.1 of the Plan and which determination is the subject of a Final Order.

“Disclosure Statement” means the written disclosure statement that relates to this Plan, including the exhibits and schedules thereto, as approved by the Bankruptcy Court as containing adequate information pursuant to section 1125 of the Bankruptcy Code and Rule 3017 of the Bankruptcy Rules, as such disclosure statement may be amended, modified, or supplemented from time to time.

“Disputed Claim” means a Claim, or any portion thereof, against Quigley that is neither Allowed nor Disallowed (other than Asbestos PI Claims) or is contingent, disputed or unliquidated (other than an Asbestos PI Claim), including Silica Claims.

“Disputed Claims Reserve” means the reserve to be created on or after the Effective Date by Reorganized Quigley in the initial amount of \$7,500,000 to be funded from Pfizer's satisfaction of the Pfizer Tax Sharing Receivable, which reserve shall be for the exclusive purpose of satisfying any Allowed Class 3 Claims and any Silica Claim that has been rendered to Final Judgment against Quigley or Reorganized Quigley, subject to Sections 8.7 and 8.8 herein.

“Distribution Record Date” means the record date for determining an entitlement to receive Distributions under the Plan on account of Allowed Claims, which shall be the Confirmation Date.

“Distributions” means the properties or interests in property to be paid or distributed hereunder to the holders of Allowed Claims.

“District Court” means the United States District Court for the Southern District of New York.

“Effective Date” means the first Business Day on which all conditions precedent set forth in Section 12.2 of the Plan have been satisfied or waived as provided in Section 12.3 of the Plan.

“Encumbrance” means with respect to any property (whether real or personal, tangible or intangible), any mortgage, Lien, pledge, charge, security interest, assignment, or encumbrance of any kind or nature in respect of such property (including any conditional sale or other title retention agreement, any security agreement, and the filing of, or agreement to give, any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction) to secure payment of a debt or performance of an obligation.

“Entity” means any person or entity, including, without limitation, any individual, company, corporation, limited liability company, partnership, association, joint stock company, joint venture, estate, trust, unincorporated organization, or government or any political subdivision thereof.

“Equity Interests” means all right, title and interest of Pfizer in the issued and outstanding shares of the Common Stock.

“Estate” means the estate created in Quigley's Chapter 11 Case under section 541 of the Bankruptcy Code.

“Excess Cash” means an amount equal to the greater of the following: (a) \$0; and (b) the sum of (i) all Cash and short term Cash investments held by Quigley and (ii) the Pfizer Tax Sharing Receivable outstanding, as of the last day of the month immediately preceding the Effective Date, as adjusted for any tax consequences to Pfizer and Quigley as a result of the transactions contemplated by the Plan, *less* the sum of the following as of the Effective Date: (i) a working capital reserve in the amount of \$1,000,000 (or such other amount as Quigley, after consultation with the Future Demand Holders’ Representative and the Creditors’ Committee, determines it requires for working capital purposes); (ii) the Allowed Amount of Allowed Administrative Claims; (iii) a reasonable estimate by Quigley of additional Administrative Claims (including, but not limited to, Fee Claims) that may become Allowed thereafter; (iv) the Allowed Amount of Allowed Priority Tax Claims; (v) a reasonable estimate by Quigley of additional Priority Tax Claims that may become Allowed Priority Tax Claims thereafter; (vi) the Allowed Amount of all Priority Claims; (vii) a reasonable estimate of all Priority Claims that may become Allowed Priority Claims thereafter; (viii) the Allowed Amount of all Unsecured Claims multiplied by the Class 3 Payment Percentage; (ix) any other Cash required to be paid or distributed by Quigley or Reorganized Quigley pursuant to the Plan, other than in respect of Cash to be contributed to the Asbestos PI Trust; and (x) the Disputed Claims Reserve

“Executory Contract” means any unexpired lease or executory contract that is subject to treatment under section 365 of the Bankruptcy Code.

“Fee Claim” means collectively, any Claim of a: (a) Professional for allowance of compensation and reimbursement of costs and expenses, and (b) member of the Creditors’ Committee for reimbursement of costs and expenses, incurred in the Chapter 11 Case prior to and including the Effective Date.

“Final DIP/Cash Collateral Order” means the Final Order: (I) Authorizing Postpetition Financing; (II) Granting Security Interests and Superpriority Administrative Expense Status; (III) Authorizing the Use of Cash Collateral; (IV) Authorizing Quigley Company, Inc. to Enter into Financing Agreements; (V) Modifying the Automatic Stay; and (VI) Granting Replacement Liens and Rights to Adequate Protection, entered by the Bankruptcy Court on October 8, 2004, as supplemented by the Orders Under 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 9006 and Local Rule 9074-1(b) Authorizing Extension of Term of Postpetition Financing Approved by Order of this Court Entered October 8, 2004, entered by the Bankruptcy Court on July 26, 2005, March 2, 2006, September 13, 2006, February 28, 2007, October 2, 2007, March 6, 2008, July 23, 2008, February 19, 2009, March 10, 2009, August 14, 2009, February 11, 2010, August 16, 2010, February 17, 2011, August 16, 2011, February 22, 2012 and subsequently to the date hereof.

“Final Judgment” or “Final Order” means a judgment or an order, as the case may be, as to which the time to appeal, petition for certiorari, or move for reargument or rehearing has expired and as to which no appeal, petition for certiorari or other proceedings for reargument or rehearing shall then be pending; provided, however, if an appeal, writ of certiorari, reargument or rehearing thereof has been filed or sought, (i)(a) such judgment or order shall have been affirmed by the highest court to which such judgment or order was appealed, or (b) certiorari shall have been denied or reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for reargument

or rehearing shall have expired, or (ii) such appeal, writ of certiorari, or request for reargument or rehearing shall have been dismissed with prejudice by the filing or seeking party.

“Future Demand Holders” means any and all holders of Demands, whether now known or hereafter discovered.

“Future Demand Holders’ Representative” means Albert Togut (or any court-appointed successor), in his capacity as the court-appointed legal representative for all Future Demand Holders for the purpose of protecting the interests of persons that may subsequently assert Asbestos PI Claims channeled to the Asbestos PI Trust.

“Hatchett” means George L. Hatchett.

“Hatchett Bond” means the supersedeas bond in the amount of \$174,624.87, dated March 31, 2004, and any other such bond, securing Hatchett’s judgment against Quigley in the civil action styled George L. Hatchett, et al. v. Owens Corning, et al., to the extent of the value of the Hatchett Bond. The “Hatchett Bond” is not property of, or secured by property of, Quigley’s estate.

“Hatchett Secured Claim” means the Claim of Hatchett based on the judgment obtained by Hatchett in the civil action styled George L. Hatchett, et al. v. Owens Corning, et al.

“Impaired” means, when used with respect to a Claim or an Equity Interest, a Claim or Equity Interest that is impaired within the meaning of section 1124 of the Bankruptcy Code.

“Indirect Asbestos PI Claim” means a Claim or Demand that is based upon a right of contribution, reimbursement, subrogation, indemnity (whether arising by contract or by operation of law) or virile share (as those terms are defined by the nonbankruptcy law of any relevant jurisdiction), or similar Claims or Demands, whether or not such Claim or Demand is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured, whether or not the facts or legal bases therefore are known or unknown, and regardless of whether in the nature of, or sounding in, contract, tort, warranty, guarantee, contribution, joint and several liability, subrogation, reimbursement, indemnity, statutory right, conspiracy, conducting a fraudulent defense, or any other theory of law, equity, or admiralty, and arising out of or related to an Asbestos PI Claim; provided, however, that “Indirect Asbestos PI Claim” shall not include (a) Count I of the complaint in the pending action styled Certain Underwriters at Lloyd’s, London, et al. v. Allstate Insurance Co., et al., Index No. 603900/001 (NY Supreme Court, County of New York), or (b) any claims of Allstate Insurance Company against Pfizer Inc for indemnification under Section VI of the Settlement Agreement Between and Among Pfizer Inc, Quigley Company, Inc. and Allstate Insurance Company Concerning Asbestos-Related Bodily Injury Claims effective June 1, 1999, as amended in or around April, 2004, pursuant to an Addendum to Settlement Agreement Between and Among Pfizer Inc, Quigley Company, Inc. and Allstate Insurance Company Concerning Asbestos-Related Bodily Injury Claims.

“Initial Distribution Date” means the date, not later than thirty (30) days after the Effective Date, on which Reorganized Quigley commences Distributions under the Plan.

“Insurance Relinquishment Agreement” means the agreement, to be dated as of the Effective Date, by and between Quigley and Pfizer, substantially in the form annexed hereto as Exhibit K.

“Insurance Settlement Agreements” means the agreements listed on the annexed Exhibit F, as such exhibit may be amended, supplemented, or otherwise modified by Quigley from time to time prior to the Confirmation Date; provided, however, that the defined term “Insurance Settlement Agreements” shall not include the AIG Insurance Settlement Agreement or any insurance settlement agreement related solely to the Shared Asbestos-Excluded Insurance Policies or the Shared Asbestos-Excluded Claims-Made Insurance Policies.

“Insurance Settlement Proceeds Trust” means the Pfizer/Quigley Joint Insurance Fund Trust established by Pfizer and Quigley pursuant to the Insurance Settlement Proceeds Trust Agreement.

“Insurance Settlement Proceeds Trust Agreement” means the Pfizer/Quigley Joint Insurance Fund Trust Agreement, dated as of August 27, 2004, by and among Pfizer, Quigley, and JPMorgan Chase Bank, as trustee.

“Interim Cash Collateral Order” means that Interim Order (I) Authorizing the Use of Cash Collateral; (II) Granting Replacement Liens and Rights to Adequate Protection; and (III) Scheduling a Final Hearing on the Debtor’s Motion to Obtain Post-Petition Financing, entered by the Bankruptcy Court on September 7, 2004.

“Liabilities” means any and all costs, expenses, actions, causes of action, suits, controversies, damages, claims, demands, debts, liabilities or obligations of any nature, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, liquidated or unliquidated, matured or not matured, contingent or direct, whether arising at common law, in equity, or under any statute, based in whole or in part on any act or omission or other occurrence arising or taking place on or prior to the Effective Date.

“Lien” has the meaning ascribed to such term in section 101(37) of the Bankruptcy Code.

“Master Service List” means the master service list, as amended from time to time, established in the Chapter 11 Case pursuant to an order of the Bankruptcy Court dated September 7, 2004.

“Non-Settling Asbestos Insurance Entity” means an Asbestos Insurance Entity that is not a Settling Asbestos Insurance Entity.

“Non-Settling Asbestos Insurance Entity Injunction” means the injunction described in Section 11.8 of the Plan.

“Other Asbestos PI Claims” means, collectively, all Asbestos PI Claims other than the Pre-September 2010 Settled Asbestos PI Claims.

“Other Secured Bond Claims” means, collectively, all Secured Bond Claims against Quigley, other than the Secured Bond Claims included in Classes 2.02 through 2.05, that are based on a prepetition judgment obtained by a claimant against Quigley for an asbestos personal injury claim and are secured, in whole or in part, by a supersedeas bond.

“Payment Percentage” means the percentage of full liquidated value that holders of Asbestos PI Claims will be entitled to receive on account of their Quigley claims from the Asbestos PI Trust pursuant to the Asbestos PI Trust Distribution Procedures. The “Payment Percentage” on the Effective Date initially shall be (i) 7.5% for all Pre-September 2010 Settled Asbestos PI Claims (Class 4A) and (ii) 30.5% for all Other Asbestos PI Claims (Class 4B), which shall reflect an initial 7.5% payment percentage on account of claims held against Quigley as well as 23% of full liquidated value that such holders of Other Asbestos PI Claims shall be entitled to receive from the Asbestos PI Trust as consideration for the release of Pfizer’s derivative liability through the Asbestos PI Channeling Injunction.

“Pending Appeal” means collectively, with respect to a Secured Bond Claim: (a) the pending appeal from the judgment underlying such Claim; (b) any further proceedings ordered, required or held on remand from such pending appeal; and (c) any appeal, petition for a writ of mandamus or certiorari, request for rehearing or reargument thereof, or further proceedings on remand from any proceeding described herein.

“Petition Date” means September 3, 2004, the date the Chapter 11 Case was commenced.

“Pfizer” means Pfizer Inc, a Delaware corporation.

“Pfizer’s Cash Contribution” means Pfizer’s cash contribution to the Asbestos PI Trust on the Effective Date in the amount of \$260,061,797.

“Pfizer Claimant Settlement Agreement” means any settlement agreement entered into between Pfizer and certain holders of Asbestos PI Claims or their counsel prior to the issuance of the Bankruptcy Court’s confirmation decision in September 2010, pursuant to which the holders of such Claims agreed to resolve all current and future asbestos personal injury claims against the Pfizer Protected Parties.

“Pfizer Contribution” means, collectively, the contributions of, and benefits provided by, Pfizer on behalf of itself and the other Pfizer Protected Parties, as follows:

(a) Pfizer’s execution and delivery to Reorganized Quigley of the Insurance Relinquishment Agreement;

(b) Pfizer’s execution and delivery to the Asbestos PI Trust of the AIG Assignment Agreement;

(c) Pfizer's agreement to forgive the Pfizer Secured Claim as of the Effective Date;

(d) Pfizer's agreement to forgive the Pfizer Unsecured Claim as of the Effective Date;

(e) Pfizer's agreement to forgive the DIP Claim as of the Effective Date;

(f) Pfizer's Cash Contribution;

(g) Pfizer's transfer of the Quigley Operations to Quigley or Reorganized Quigley, as applicable; and

(h) Pfizer's transfer of 100% of the common stock of Reorganized Quigley to the Asbestos PI Trust; provided that following the transfer of 100% of the common stock of Reorganized Quigley to the Asbestos PI Trust, any dividends that are declared on such common stock shall be used to fund the Asbestos PI Trust.

"Pfizer Protected Parties" means: (a) Pfizer; (b) Pfizer's Affiliates (other than Quigley) as of the date hereof, including, without limitation, those listed on Schedule 1 hereto; and (c) Mineral Technologies Inc.

"Pfizer Secured Claim" means Pfizer's Claim for all amounts outstanding as of the Petition Date under the Senior Secured Loan Facility, plus interest accruing from and after the Petition Date.

"Pfizer Tax Sharing Receivable" means any amount owed to Quigley or Reorganized Quigley, as the case may be, by Pfizer under the Tax Sharing Agreement.

"Pfizer Unsecured Claim" means, collectively, the Unsecured Claims held by Pfizer against Quigley totaling \$33,370,920.38.

"Plan" means this plan of reorganization of Quigley under chapter 11 of the Bankruptcy Code, including any supplements, schedules and exhibits hereto, either in its present form or as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof.

"Plan Contributors" means, collectively, Pfizer, on behalf of itself and the other Pfizer Protected Parties, and Quigley.

"Plan Documents" means the Plan, the Disclosure Statement, the Asbestos PI Trust Agreement, the Asbestos PI Trust Distribution Procedures, the AIG Assignment Agreement, the Insurance Relinquishment Agreement, any document contained in the Plan Supplement, all of the exhibits and schedules attached to any of the foregoing, and any other document necessary to implement the Plan.

"Plan Supplement" means the compilation of documents or forms of documents specified in the Plan, including, but not limited to, the documents specified in Section 14.4 of the

Plan and any exhibits to the Plan not included herewith, each in form and substance acceptable to Quigley and Pfizer, which Quigley shall file with the Bankruptcy Court on or before the date that is five (5) Business Days prior to the deadline for the filing and service of objections to the Plan, all of which are incorporated herein by reference.

“Preliminary Injunction Order” means the Injunction Pursuant to 11 U.S.C. §§ 105(a) and 362(a) and Federal Rule of Bankruptcy Procedure 7065, dated December 17, 2004 (as amended on December 6, 2007).

“Pre-September 2010 Settled Asbestos PI Claims” means, collectively, the Asbestos PI Claims held by parties to Pfizer Claimant Settlement Agreements.

“Priority Claim” means any Claim entitled to priority pursuant to section 507(a) of the Bankruptcy Code other than an Administrative Claim, DIP Claim, or a Priority Tax Claim.

“Priority Tax Claim” means any Claim entitled to priority pursuant to section 507(a)(8) of the Bankruptcy Code.

“Products/Completed Operations Coverage” means the coverage afforded under an insurance policy for claims within the scope of the “products hazard” and/or the “completed operations hazard” (or any other policy term providing coverage for claims arising from an insured’s products or reliance on a representation or warranty made with respect to such products, provided that the alleged injury occurred away from the insured’s premises and after the insured had relinquished physical possession of such products to others).

“Professional” means any person retained or to be compensated pursuant to section 327, 328, 330, 503(b), 506(b), 524(g) or 1103 of the Bankruptcy Code, including the Future Demand Holders’ Representative and any person or entity retained thereby.

“Proof of Claim” means any proof of claim filed with the Bankruptcy Court or the Claims Agent pursuant to Bankruptcy Code section 501 and Rule 3001 or 3002 of the Bankruptcy Rules that asserts a Claim against Quigley.

“Provost Settlement Agreement” means that certain settlement agreement made and entered into as of May 6, 2013 by and between Pfizer, holders of Provost Silica Claims and Provost Umphrey.

“Provost Silica Claim” means any Silica Claim timely filed by the Bar Date against Quigley held by a Person listed on Schedule 1 to the Provost Settlement Agreement.

“Provost Umphrey” means Provost Umphrey Law Firm, L.L.P.

“Pro Rata Share” means, with respect to any Claim, a proportionate share, so that the ratio of the consideration distributed on account of an Allowed Claim in a Class to the amount of such Allowed Claim is the same as the ratio of the amount of the consideration distributed on account of all Allowed Claims in such Class to the amount of all Allowed Claims in such Class.

“Quigley” means Quigley Company, Inc., a New York corporation, debtor and debtor-in-possession.

“Quigley Contribution” means the consideration to be delivered pursuant to the terms of the Plan on or after the Effective Date, by and on behalf of Quigley or Reorganized Quigley, as the case may be, to the Asbestos PI Trust, on account of Asbestos PI Claims, consisting of: (a) the Quigley Insurance Transfer; (b) Excess Cash; and (c) Quigley’s execution and delivery to the Asbestos PI Trust of the AIG Assignment Agreement.

“Quigley Insurance Transfer” means the transfer, grant, and assignment by Quigley of the Quigley Transferred Insurance Rights to the Asbestos PI Trust as part of the Quigley Contribution; provided, however, such transfer, grant and assignment is not, and shall not be deemed to be, a transfer, grant or assignment of the Shared Asbestos Insurance Policies, the Insurance Settlement Agreements or any other settlement agreements with any Asbestos Insurance Entity themselves.

“Quigley Insurer Receivable” means any unpaid amount Quigley billed to any insurer prior to the Petition Date pursuant to any Insurance Settlement Agreement and/or the Products/Completed Operations Coverage under any insurance policy to the extent that it gives rise to any such amount.

“Quigley Operations” means the commercial real property subject to the Standard Industrial Lease dated October 12, 2010 with Straub Distributing Company, Ltd., which will be owned and operated by Reorganized Quigley from and after the Effective Date.

“Quigley Person” means each of: (a) Quigley and (b) Quigley’s former and present employees, directors, or officers, acting in such capacity.

“Quigley Transferred Insurance Rights” means, subject to the terms and conditions of the AIG Assignment Agreement and the Insurance Relinquishment Agreement, any and all of Quigley’s rights, titles, privileges, interests, Claims, demands or entitlements to any proceeds, payments, initial or supplemental dividends, scheme payments, supplemental scheme payments, state guaranty fund payments, Causes of Action and choses in action in, under, for or related to the following: (a) the Shared Asbestos Insurance Policies, the Insurance Settlement Agreements, and any other settlement agreements with any Asbestos Insurance Entity; (b) the Quigley Insurer Receivables; (c) the Asbestos Insurance Actions; (d) all amounts held in the Insurance Settlement Proceeds Trust as of the Effective Date, including all AIG Payments, other insurance proceeds, and any interest earned thereon; and (e) all AIG Payments to be made after the Effective Date; provided, however, that the Quigley Transferred Insurance Rights shall not include (x) Quigley’s rights, titles, privileges, interests, Claims, demands or entitlements to any proceeds, payments, initial or supplemental dividends, scheme payments, supplemental scheme payments, state guaranty fund payments, Causes of Action and choses in action in, under, for or related to a Shared Asbestos Insurance Policy, Insurance Settlement Agreement and/or any other settlement agreement with any Asbestos Insurance Entity in the event there is a final and binding determination (by settlement or adjudication) that such Shared Asbestos Insurance Policy, Insurance Settlement Agreement and/or any other settlement agreement with any Asbestos Insurance Entity does not provide Products/Completed Operations Coverage for Asbestos PI

Claims; (y) the Shared Asbestos Insurance Policies, the Insurance Settlement Agreements, the AIG Insurance Settlement Agreement, or any other settlement agreements with any Asbestos Insurance Entity themselves; and (z) any unpaid amount that Pfizer billed to any insurer prior to the Petition Date pursuant to any settlement agreement with any Asbestos Insurance Entity, as set forth in Schedule 5 to the Insurance Relinquishment Agreement, which shall remain the property of Pfizer.

“Rejection Claim” means a Claim for damages under section 502(g) of the Bankruptcy Code resulting from the rejection of an executory contract or unexpired lease by Quigley or Reorganized Quigley.

“Related Party” means—

- (a) a past or present Affiliate of Quigley or Reorganized Quigley;
- (b) a predecessor in interest of Quigley or Reorganized Quigley; or
- (c) any Entity that owned a financial interest in—
  - (i) Quigley or Reorganized Quigley;
  - (ii) a past or present Affiliate of Quigley or Reorganized Quigley; or
  - (iii) a predecessor in interest of Quigley or Reorganized Quigley.

“Released Parties” shall have the meaning ascribed to such term in Section 11.3 of the Plan.

“Reorganized Quigley” means Quigley, or any successor thereto by merger, consolidation, or otherwise, on and after the Effective Date.

“Representatives” means, with respect to any specified Entity, the officers, directors, employees, agents, attorneys, accountants, financial advisors, other representatives, subsidiaries, affiliates, or any person who controls any of these within the meaning of the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended.

“Schedules” means the schedules of assets and liabilities and the statements of financial affairs of Quigley as filed with the Bankruptcy Court by Quigley in accordance with section 521 of the Bankruptcy Code, as such schedules and statements may have been or may be amended or supplemented from time to time.

“Secured Bond Claims” means, collectively: (a) the Hatchett Secured Claim, (b) the Sherry Secured Claim, and (c) the Other Secured Bond Claims.

“Secured Claims” means, collectively, the Pfizer Secured Claim and the Secured Bond Claims.

“Senior Secured Loan Facility” means the Credit and Security Agreement, dated as of March 6, 2003: (a) as amended on May 29, 2003 and October 29, 2003, between Quigley, as borrower, and Pfizer, as lender; (b) as further amended on October 8, 2004 pursuant to Amendment No. 3 to Credit and Security Agreement, between Quigley, as borrower, and Pfizer, as lender, and approved by the Bankruptcy Court pursuant to the Final DIP/Cash Collateral Order; (c) as further amended on February 18, 2005 pursuant to Amendment No. 4 to Credit and Security Agreement between Quigley, as borrower, and Pfizer, as lender; (d) as further amended on July 15, 2005 pursuant to Amendment No. 5 to Credit and Security Agreement between Quigley, as borrower, and Pfizer, as lender; (e) as further amended on January 31, 2006 pursuant to Amendment No. 6 to Credit and Security Agreement between Quigley, as borrower, and Pfizer, as lender; (f) as further amended on August 9, 2006 pursuant to Amendment No. 7 to Credit and Security Agreement between Quigley, as borrower, and Pfizer, as lender; (g) as further amended on January 18, 2007 pursuant to Amendment No. 8 to Credit and Security Agreement between Quigley, as borrower, and Pfizer, as lender; (h) as further amended on August 10, 2007 pursuant to Amendment No. 9 to Credit and Security Agreement between Quigley, as borrower, and Pfizer, as lender; (i) as further amended on February 14, 2008 pursuant to Amendment No. 10 to Credit and Security Agreement between Quigley, as borrower, and Pfizer, as lender; (j) as further amended on June 20, 2008 pursuant to Amendment No. 11 to Credit and Security Agreement between Quigley, as borrower, and Pfizer, as lender; (k) as further amended on February 17, 2009 pursuant to Amendment No. 12 to Credit and Security Agreement between Quigley, as borrower, and Pfizer, as lender; (l) as further amended on July 20, 2009 pursuant to Amendment No. 13 to Credit and Security Agreement between Quigley, as borrower, and Pfizer, as lender; (m) as further amended on January 21, 2010 pursuant to Amendment No. 14 to Credit and Security Agreement between Quigley, as borrower, and Pfizer, as lender; (n) as further amended on July 27, 2010 pursuant to Amendment No. 15 to Credit and Security Agreement between Quigley, as borrower, and Pfizer, as lender; (o) as further amended on January 28, 2011 pursuant to Amendment No. 16 to Credit and Security Agreement between Quigley, as borrower, and Pfizer, as lender; (p) as further amended on July 28, 2011 pursuant to Amendment No. 17 to Credit and Security Agreement between Quigley, as borrower, and Pfizer, as lender, and (q) as further amended on February 2, 2012 pursuant to Amendment No. 18 to Credit and Security Agreement between Quigley, as borrower, and Pfizer, as lender.

“Settling Asbestos Insurance Entity” means each Asbestos Insurance Entity (a) listed on Exhibit F to the Plan, including, without limitation, the AIG Companies, and (b) that Quigley adds to Exhibit F to the Plan prior to the Confirmation Date. Nothing herein, however, shall prevent any Asbestos Insurance Entity that enters into an Insurance Settlement Agreement prior to the Confirmation Date, after first seeking Quigley’s recommendation prior to the Confirmation Date, from petitioning the Bankruptcy Court for treatment under section 524(g) of the Bankruptcy Code and this Plan as a “Settling Asbestos Insurance Entity.”

“Settling Asbestos Insurance Entity Injunction” means the injunction described in Section 11.7 of the Plan.

“Shared Asbestos-Excluded Insurance Policies” means the occurrence-based policies listed on Exhibit D to the Plan, as such exhibit may be amended by Quigley from time to time prior to the Effective Date.

“Shared Asbestos Insurance Policies” means the occurrence-based policies listed on Exhibit C to the Plan, as such exhibit may be amended by Quigley from time to time prior to the Effective Date.

“Shared Asbestos-Excluded Claims-Made Insurance Policies” means the claims-made excess liability policies listed on Exhibit E to the Plan, as such exhibit may be amended by Quigley from time to time prior to the Effective Date.

“Sherry” means Edward J. Sherry.

“Sherry Bond” means the supersedeas bond in the amount of \$258,444.80, dated March 31, 2004, and any other such bond, securing Sherry’s judgment against Quigley in the civil action styled Edward J. Sherry, et al. v. Owens Corning, et al., to the extent of the value of the Sherry Bond. The “Sherry Bond” is not property of, or secured by property of, Quigley’s estate.

“Sherry Secured Claim” means the Claim of Sherry based on the judgment obtained by Sherry in the civil action styled Edward J. Sherry, et al. v. Owens Corning, et al.

“Silica Claim” means any Claim against Quigley or Reorganized Quigley seeking recovery for damages for, arising out of or relating to bodily injury allegedly caused by the presence of, or exposure to, silica, alpha quartz or silica-containing products or materials allegedly made, used or sold by Quigley. “Silica Claim” shall not include any claim for benefits under any government-mandated workers' compensation system.

“Solicitation Procedures Order” means the order entered by the Bankruptcy Court on September 4, 2012, which, among other things, approves procedures for soliciting and tabulating the votes to accept or reject the Plan cast by holders of Claims against and Equity Interests in Quigley, including, without limitation, Asbestos PI Claims.

“Tax Sharing Agreement” means the Tax Sharing Agreement entered into by and among Pfizer and certain of its Affiliates, including Quigley, dated December 31, 2003, pursuant to which the parties to the agreement established a method for allocating their consolidated tax liability.

“Trust Advisory Committee” means the trust advisory committee established pursuant to the terms of the Plan and the Asbestos PI Trust Agreement.

“Trust Bylaws” means the Quigley Company, Inc. Asbestos PI Trust Agreement Bylaws, effective as of the Effective Date, substantially in the form as Exhibit B attached to the Asbestos PI Trust Agreement, as such bylaws may be amended or modified from time to time in accordance with the terms of the Asbestos PI Trust Agreement.

“Trustee” means an individual appointed by the Bankruptcy Court to serve as one of the trustees of the Asbestos PI Trust pursuant to the terms of the Plan and the Asbestos PI Trust Agreement or who subsequently may be appointed pursuant to the terms of the Asbestos PI Trust Agreement.

“Trust Expenses” means any of the liabilities, costs, or expenses of, or imposed upon, or assumed by the Asbestos PI Trust (other than liabilities to holders of Asbestos PI Claims in respect of such Asbestos PI Claims), as incurred in accordance with the provisions of the Asbestos PI Trust Agreement.

“Unimpaired” means a Claim or Equity Interest, or a Class of Claims or Equity Interests, that is not Impaired under this Plan.

“United States Trustee” means the United States Trustee appointed under section 591, title 28, United States Code to serve in the Southern District of New York.

“Unsecured Claim” means a Claim against Quigley that is not secured by a valid and enforceable Lien against property of Quigley and that is not an Administrative Claim, a Priority Claim, a Priority Tax Claim or an Asbestos PI Claim.

Section 1.2 Interpretation; Application of Definitions; Rules of Construction and Computation of Time. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. Wherever from the context it appears appropriate, each term stated in either the singular or the plural will include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender will include the masculine, feminine, and neuter. Unless otherwise specified, all Article, Section, Schedule or Exhibit references in the Plan are to the respective article or section of, or schedule or exhibit to, the Plan. For purposes of the Plan: (a) any reference in the Plan to a contract, instrument, release, or other agreement or document being in a particular form or on particular terms and conditions means that such document will be substantially in such form or substantially on such terms and conditions; and (b) any reference in the Plan to an existing document or exhibit filed or to be filed means such document or exhibit as it may have been or may be amended, modified, or supplemented. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar meaning refer to the Plan as a whole and not to any particular section, subsection or clause contained in the Plan. The rules of construction contained in section 102 of the Bankruptcy Code will apply to the construction of the Plan. Unless otherwise stated herein, all references to dollars mean United States dollars. In computing any period of time prescribed or allowed by the Plan, unless otherwise expressly provided, the provisions of Rule 9006(a) of the Bankruptcy Rules will apply.

Section 1.3 Exhibits. All exhibits and schedules to this Plan, to the extent not annexed hereto and any agreements referred to herein and therein will be available for review following their filing with the Bankruptcy Court (a) at <http://www.bmcgroup.com/quigley>, and (b) on Business Days from 9:00 a.m. through 5:00 p.m. (prevailing New York time), at the following address:

Schulte Roth & Zabel LLP  
919 Third Avenue  
New York, NY 10022  
Attention: Aaron B. Wernick, Esq.

Section 1.4 Ancillary Documents. Each of the Schedules and Exhibits to the Plan (whether annexed hereto or included in the Plan Supplement), the Disclosure Statement, and the schedules and exhibits to the Disclosure Statement are an integral part of the Plan and are hereby incorporated by reference and made a part of the Plan, including, without limitation, the Asbestos PI Trust Agreement, the Asbestos PI Trust Distribution Procedures, the Amended Charter Documents, and the other Plan Documents.

Section 1.5 “Contra Proferentem” Rule Not Applicable. This Plan is the product of extensive discussions and negotiations between and among, *inter alia*, the Plan Contributors, the members of the Creditors’ Committee, the Future Demand Holders’ Representative and Representatives of certain other holders of Asbestos PI Claims, including the members of the Ad Hoc Committee. Each of the foregoing was represented by counsel who either participated in the formulation and documentation of, or was afforded the opportunity to review and provide comments on, this Plan, the Disclosure Statement, and the documents ancillary thereto. Accordingly, the rule of contract construction known as “*contra proferentem*” shall not apply to the interpretation of any provision of this Plan, the Disclosure Statement, the other Plan Documents or any agreement or document generated in connection herewith.

## ARTICLE II

### CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS

Section 2.1 Claims and Equity Interests Classified. For purposes of organization, voting, and all Plan confirmation matters, and except as otherwise provided herein, all Claims against and Equity Interests in Quigley are classified as set forth in this Article II of the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, the DIP Claim and Priority Tax Claims described in Article III of this Plan have not been classified and are excluded from the following Classes. A Claim or Equity Interest is classified in a particular Class only to the extent that the Claim or Equity Interest falls within the description of the Class, and is classified in another Class or Classes to the extent that any remainder of the Claim or Equity Interest falls within the description of such other Class or Classes. Notwithstanding anything to the contrary contained in this Plan, no Distribution shall be made by Reorganized Quigley on account of any Claim that is not an Allowed Claim for distribution purposes. The Bankruptcy Court at the Confirmation Hearing shall resolve any dispute with respect to Quigley’s classification of Claims and Equity Interests.

Section 2.2 Summary of Classification of Claims and Equity Interests. A Claim or Equity Interest is placed in a particular Class only to the extent that the Claim or Equity Interest falls within the description of that Class, and is classified in other Classes to the extent that any portion of the Claim or Equity Interest falls within the description of such other Classes. A Claim is also placed in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim is an Allowed Claim in that Class and such Claim has not been paid, released, or otherwise settled prior to the Effective Date.

For purposes of all confirmation matters, including, without limitation, voting on, confirmation of, and Distributions under, the Plan, and except as otherwise provided herein, all

Claims (other than Administrative Claims (including Fee Claims), the DIP Claim, and Priority Tax Claims, which are not classified) against and Equity Interests in Quigley are classified as follows:

CLASS	CLASS NAME	STATUS
Class 1	Priority Claims	Unimpaired – not entitled to vote
Class 2	Secured Claims Class 2.01: Pfizer Secured Claim Class 2.02: RESERVED Class 2.03: Hatchett Secured Claim Class 2.04: Sherry Secured Claim Class 2.05: Other Secured Bond Claims	Impaired – not entitled to vote RESERVED Unimpaired – not entitled to vote Unimpaired – not entitled to vote Unimpaired – not entitled to vote
Class 3	Unsecured Claims	Impaired – entitled to vote
Class 4A	Pre-September 2010 Settled Asbestos PI Claims	Impaired – entitled to vote
Class 4B	Other Asbestos PI Claims	Impaired – entitled to vote
Class 5	Equity Interests in Quigley	Impaired – not entitled to vote

Section 2.3 Classification.

(a) Class 1: Priority Claims. Class 1 consists of all Priority Claims.

(b) Class 2: Secured Claims. Class 2 consists of separate subclasses for each Secured Claim. Each subclass is deemed to be a separate class for all purposes under the Bankruptcy Code.

(i) Class 2.01: Pfizer Secured Claim

Class 2.01 consists of the Pfizer Secured Claim.

(ii) Class 2.02: RESERVED

(iii) Class 2.03: Hatchett Secured Claim

Class 2.03 consists of the Hatchett Secured Claim.

(iv) Class 2.04: Sherry Secured Claim

Class 2.04 consists of the Sherry Secured Claim.

(v) Class 2.05: Other Secured Bond Claims

Class 2.05 consists of all Other Secured Bond Claims.

(c) Class 3: Unsecured Claims. Class 3 consists of all Unsecured Claims.

(d) Class 4A: Pre-September 2010 Settled Asbestos PI Claims.  
Class 4A consists of all Pre-September 2010 Settled Asbestos PI Claims.

(e) Class 4B: Other Asbestos PI Claims. Class 4B consists of all  
Other Asbestos PI Claims.

(f) Class 5: Equity Interests in Quigley. Class 5 consists of all Equity  
Interests in Quigley.

### ARTICLE III

#### TREATMENT OF UNCLASSIFIED CLAIMS

Section 3.1 Allowed Administrative Claims. Holders of Allowed Administrative Claims (other than Fee Claims, which are governed by Section 3.2 of this Plan) shall receive Cash in an amount equal to the unpaid portion of such Allowed Administrative Claims, in full satisfaction, settlement and discharge of and in exchange for such Claims on the Effective Date, or as soon as practicable after such Claims become Allowed Claims (if the date of allowance is later than the Effective Date), or such amounts and on such other terms as may be agreed on between the holders of such Claims and Quigley or Reorganized Quigley, as the case may be; provided, however, that Allowed Administrative Claims with respect to liabilities incurred by Quigley in the ordinary course of business during the Chapter 11 Case shall be paid in the ordinary course of business in accordance with the terms and conditions of any agreement or course of dealing relating thereto.

Section 3.2 Professional Compensation and Reimbursement Claims. All Entities seeking payment of a Fee Claim (including a request under section 503(b)(4) of the Bankruptcy Code by any Professional or other Entity for making a substantial contribution in the Chapter 11 Case) must file with the Bankruptcy Court and serve their respective final applications for allowance of such Fee Claim so as to be received by Reorganized Quigley and its counsel no later than forty-five (45) days after the Effective Date or such other date as may be fixed by the Bankruptcy Court; provided, however, that any Professional who is entitled to receive compensation or reimbursement of expenses pursuant to orders of the Bankruptcy Court, may continue to receive such compensation and reimbursement of expenses for services rendered before the Effective Date, without further review or approval of the Bankruptcy Court, pursuant to such orders. Objections to any Fee Claim must be filed and served on Reorganized Quigley and the requesting party within thirty (30) days of the date of service of the application for payment of the Fee Claim. If the application for payment of the Fee Claim is granted by the Bankruptcy Court, the Allowed Fee Claim shall be paid in Cash in such amounts as Allowed by the Bankruptcy Court within ten (10) days of the date of becoming an Allowed Fee Claim.

Section 3.3 Priority Tax Claims. Except to the extent that the holder of an Allowed Priority Tax Claim has been paid by Quigley prior to the Effective Date or agrees to a different treatment, each holder of an Allowed Priority Tax Claim, if any, shall, in accordance with section 1129(a)(9)(C) of the Bankruptcy Code, receive in full satisfaction, settlement and discharge of and in exchange for such Allowed Priority Tax Claim, Cash in an amount equal to the unpaid portion of such Allowed Priority Tax Claim on the Effective Date or as soon as

practicable after such Priority Tax Claim becomes an Allowed Priority Tax Claim (if the date of allowance is later than the Effective Date).

Section 3.4 DIP Claim. On and as of the Effective Date, Pfizer, the holder of the DIP Claim, shall forgive the DIP Claim as part of the Pfizer Contribution.

#### ARTICLE IV

#### TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS

Section 4.1 Class 1 – Priority Claims. Except to the extent a holder of an Allowed Priority Claim has been paid prior to the Effective Date or agrees to a different treatment, each holder of an Allowed Priority Claim shall receive in full satisfaction, settlement and discharge of and in exchange for such Claim, Cash in an amount equal to the unpaid portion of such Allowed Priority Claim on or before the later of: (a) the Initial Distribution Date; and (b) the date the Claim becomes an Allowed Priority Claim, or as soon thereafter as practicable. All Allowed Priority Claims not due and payable on or before the Effective Date shall be paid in the ordinary course of business in accordance with the terms thereof.

Class 1 is not Impaired under the Plan. Each holder of an Allowed Priority Claim is deemed to have accepted the Plan and is therefore not entitled to vote to accept or reject the Plan.

Section 4.2 Class 2 – Secured Claims. Each Class 2 Secured Claim shall be treated as a separate class for purposes of voting on, implementing, and consummating the Plan, and each holder of an Allowed Class 2 Secured Claim shall receive the treatment set forth below.

(a) Class 2.01: Pfizer Secured Claim

On and as of the Effective Date, Pfizer, as the holder of the Pfizer Secured Claim, shall forgive the Pfizer Secured Claim as part of the Pfizer Contribution.

Class 2.01 is Impaired under the Plan. Notwithstanding the fact that this claim is held exclusively by Pfizer, which is supporting the Plan through the Pfizer Contribution, the Code requires that such class be deemed to have rejected the Plan.

(b) Class 2.02: RESERVED

(c) Class 2.03: Hatchett Secured Claim

On the Effective Date, Hatchett, as the holder of the Hatchett Secured Claim, shall be entitled to proceed with the Pending Appeal of the judgment underlying the Hatchett Secured Claim to Final Judgment as provided for under the terms of the Hatchett Bond and in accordance with applicable law. If the Final Judgment is ultimately entered against Quigley or Reorganized Quigley, as the case may be, Hatchett shall be entitled to seek payment of the Final Judgment from the Hatchett Bond. If, after application of the amounts received on account of the Hatchett Bond to the Final Judgment, Hatchett holds an Asbestos PI Deficiency Claim, the sole recourse of Hatchett for such Asbestos PI Deficiency Claim shall be to proceed against the Asbestos PI

Trust in accordance with the Asbestos PI Trust Distribution Procedures, pursuant to which such Asbestos PI Deficiency Claim shall be treated as a Pre-Petition Liquidated Asbestos PI Claim, as that term is defined in the Asbestos PI Trust Distribution Procedures. If the Final Judgment ultimately reverses any extant judgment against Quigley, then any remaining Asbestos PI Claim that Hatchett may have shall automatically and without further act, deed or court order be channeled to and assumed by the Asbestos PI Trust in accordance with and to the extent set forth in Articles IX and XI of the Plan.

Class 2.03 is not Impaired under the Plan. Hatchett, as the holder of the Hatchett Secured Claim, is deemed to have accepted the Plan and is therefore not entitled to vote to accept or reject the Plan.

(d) Class 2.04: Sherry Secured Claim

On the Effective Date, Sherry, as the holder of the Sherry Secured Claim, shall be entitled to proceed with the Pending Appeal of the judgment underlying the Sherry Secured Claim to Final Judgment as provided for under the terms of the Sherry Bond and in accordance with applicable law. If the Final Judgment is ultimately entered against Quigley or Reorganized Quigley, as the case may be, Sherry shall be entitled to seek payment of the Final Judgment from the Sherry Bond. If, after application of the amounts received on account of the Sherry Bond to the Final Judgment, Sherry holds an Asbestos PI Deficiency Claim, the sole recourse of Sherry for such Asbestos PI Deficiency Claim shall be to proceed against the Asbestos PI Trust in accordance with the Asbestos PI Trust Distribution Procedures, pursuant to which such Asbestos PI Deficiency Claim shall be treated as a Pre-Petition Liquidated Asbestos PI Claim, as that term is defined in the Asbestos PI Trust Distribution Procedures. If the Final Judgment ultimately reverses any extant judgment against Quigley, then any remaining Asbestos PI Claim that Sherry may have shall automatically and without further act, deed or court order be channeled to and assumed by the Asbestos PI Trust in accordance with and to the extent set forth in Articles IX and XI of the Plan.

Class 2.04 is not Impaired under the Plan. Sherry, as the holder of the Sherry Secured Claim, is deemed to have accepted the Plan and is therefore not entitled to vote to accept or reject the Plan.

(e) Class 2.05: Other Secured Bond Claims

On the Effective Date, any holder of an Other Secured Bond Claim shall be entitled to the same treatment as the holders of the Secured Claims in Classes 2.02 through 2.04.

Class 2.05 is not Impaired under the Plan. The holders of any Other Secured Bond Claim are deemed to have accepted the Plan and are therefore not entitled to vote to accept or reject the Plan.

Section 4.3 Class 3 –Unsecured Claims. On or before the later of: (a) the Initial Distribution Date; and (b) the date the Unsecured Claim becomes an Allowed Unsecured Claim, or as soon thereafter as practicable, each holder of an Allowed Unsecured Claim shall receive in full satisfaction, settlement and discharge of and in exchange for such Claim, Cash in

an amount equal to the Allowed Amount of such Unsecured Claim multiplied by the Class 3 Payment Percentage; provided, however; that the Provost Silica Claims shall be satisfied solely from any proceeds recovered from the Shared Asbestos-Excluded Insurance Policies and in accordance with the Class 3 Payment Percentage.

Class 3 is Impaired under the Plan. Each holder of an Unsecured Claim shall be entitled to vote to accept or reject the Plan to the extent and in the manner provided in the Solicitation Procedures Order.

Nothing contained in this Plan or the Confirmation Order (including the findings of fact and conclusions of law contained therein) shall limit, abridge, or otherwise impair the right of any holder of a Silica Claim who timely filed a proof of claim on account of such Claim to seek to have his or her Claim allowed as a Class 3 Unsecured Claim. Without limiting the generality of the foregoing, there shall be no issue preclusion applicable to any holder of a Silica Claim as a result of the Court's determination that the Plan can be confirmed under section 1129(b) of the Bankruptcy Code despite the rejection of the Plan by Class 3.

Section 4.4 Class 4A – Pre-September 2010 Settled Asbestos PI Claims. As of the Effective Date, liability for all Class 4A Claims shall automatically and without further act, deed or court order be channeled to and assumed by the Asbestos PI Trust in accordance with, and to the extent set forth in, Articles IX and XI of the Plan and the Plan Documents. Each Pre-September 2010 Settled Asbestos PI Claim shall be determined and paid in accordance with the terms, provisions and procedures of the Asbestos PI Trust Agreement and the Asbestos PI Trust Distribution Procedures, including application of the Class 4A Payment Percentage. The Asbestos PI Trust shall be funded in accordance with the provisions of Section 9.3 of the Plan. Except as set forth in Section 11.6(b) of the Plan, the sole recourse of the holder of a Pre-September 2010 Settled Asbestos PI Claim on account of such Claim shall be to the Asbestos PI Trust and each holder shall have no right whatsoever at any time to assert its Pre-September 2010 Settled Asbestos PI Claim against any Asbestos Protected Party, or, subject to the terms of Section 11.7 below, a Settling Asbestos Insurance Entity, or, subject to the terms of Section 11.8 below, a Non-Settling Asbestos Insurance Entity.

Pfizer has waived and shall be deemed to have waived any and all obligations or requirements of holders of Pre-September 2010 Settled Asbestos PI Claims under the terms of the Pfizer Claimant Settlement Agreements to reduce the amount of distributions they are entitled to receive from the Asbestos PI Trust; provided, however, that such waiver shall be null and void and of no further force and effect in the event that the Effective Date does not occur.

Class 4A is Impaired under the Plan. Each holder of a Pre-September 2010 Settled Asbestos PI Claim shall be entitled to vote to accept or reject the Plan to the extent and in the manner provided in the Solicitation Procedures Order.

Section 4.5 Class 4B – Other Asbestos PI Claims. As of the Effective Date, liability for all Class 4B Claims shall automatically and without further act, deed or court order be channeled to and assumed by the Asbestos PI Trust in accordance with, and to the extent set forth in, Articles IX and XI of the Plan and the Plan Documents. Each Other Asbestos PI Claim shall be determined and paid in accordance with the terms, provisions and procedures of the

Asbestos PI Trust Agreement and the Asbestos PI Trust Distribution Procedures, including application of the Class 4B Payment Percentage. The Asbestos PI Trust shall be funded in accordance with the provisions of Section 9.3 of the Plan. Except as set forth in Section 11.6(b) of the Plan, the sole recourse of the holder of an Other Asbestos PI Claim on account of such Claim shall be to the Asbestos PI Trust and each holder shall have no right whatsoever at any time to assert its Other Asbestos PI Claim against any Asbestos Protected Party, or, subject to the terms of Sections 11.7 and 11.8 below, a Settling Asbestos Insurance Entity, or a Non-Settling Asbestos Insurance Entity, as applicable.

Class 4B is Impaired under the Plan. Each holder of an Other Asbestos PI Claim shall be entitled to vote to accept or reject the Plan to the extent and in the manner provided in the Solicitation Procedures Order.

Section 4.6 Class 5 – Equity Interests. On the Effective Date, Pfizer, the sole holder of the Equity Interests, shall transfer the common stock of Reorganized Quigley to the Asbestos PI Trust.

Class 5 is Impaired under the Plan. Notwithstanding the fact that interests in this class are held exclusively by Pfizer, which is supporting the Plan through the Pfizer Contribution, the Code requires that such class be deemed to have rejected the Plan.

## ARTICLE V

### ACCEPTANCE OR REJECTION OF PLAN; EFFECT OF REJECTION BY ONE OR MORE CLASSES OF CLAIMS OR EQUITY INTERESTS

Section 5.1 Classes Entitled to Vote. Except as set forth below, each holder of an Allowed Claim, and each holder of a Claim that has been temporarily allowed for voting purposes, including each holder of a Class 4A Pre-September 2010 Asbestos PI Claim or Class 4B Other Asbestos PI Claim, in each Impaired Class of Claims shall be entitled to vote separately to accept or reject the Plan to the extent and in the manner provided in the Solicitation Procedures Order. Any Unimpaired Class of Claims shall not be entitled to vote to accept or reject the Plan. Any Impaired Class of Claims or Equity Interests that shall not receive or retain any property on account of such Claims or Equity Interests under the Plan shall be deemed to have rejected the Plan.

Section 5.2 Class Acceptance Requirement. Acceptance of the Plan by any Impaired Class of Claims or Equity Interests shall be determined in accordance with section 1126 of the Bankruptcy Code and the terms of the Solicitation Procedures Order.

Section 5.3 Issuance of Injunctions Pursuant to Section 524(g) of the Bankruptcy Code. The Bankruptcy Court may issue the Asbestos PI Channeling Injunction and the Settling Asbestos Insurance Entity Injunction if, in accordance with section 524(g)(2)(B)(ii)(IV)(bb) of the Bankruptcy Code, the Plan has been accepted by at least

75% in number of those holders of Class 4A Claims and Class 4B Claims actually voting on the Plan.

Section 5.4 Cramdown. In the event that any impaired Class of Claims or Equity Interests fails to accept the Plan in accordance with section 1129(a) of the Bankruptcy Code, Quigley reserves its right to: (i) modify the Plan in accordance with Section 13.2 hereof; and/or (ii) request that the Bankruptcy Court confirm the Plan in accordance with section 1129(b) of the Bankruptcy Code by finding that the Plan does not discriminate unfairly and provides fair and equitable treatment to any impaired Class of Claims or Equity Interests voting to reject the Plan, in which case the Plan shall constitute a motion for such relief that shall be considered at the Confirmation Hearing.

Section 5.5 Acceptance by Unimpaired Class. Class 1 (Priority Claims), Class 2.03 (Hatchett Secured Claim), Class 2.04 (Sherry Secured Claim), and Class 2.05 (Other Secured Bond Claims) are Unimpaired under the Plan and are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

Section 5.6 Elimination of Vacant Classes. Any Class of Claims that does not contain a holder of an Allowed Claim or a holder of a Claim temporarily allowed pursuant to the Solicitation Procedures Order, as of the date of the commencement of the Confirmation Hearing, shall be deemed deleted from the Plan for all purposes, including for purposes of determining acceptance of the Plan by such Class under section 1129(a)(8) of the Bankruptcy Code.

## ARTICLE VI

### DISTRIBUTIONS UNDER THE PLAN ON ACCOUNT OF CLAIMS OTHER THAN ASBESTOS PI CLAIMS

Section 6.1 Distributions. Reorganized Quigley shall make all Distributions required under the Plan as provided under this Article VI. Distributions on account of Allowed Claims other than Asbestos PI Claims shall be made on the related Distribution date or as soon thereafter as practicable (unless otherwise provided herein or ordered by the Bankruptcy Court). All distributions on account of Asbestos PI Claims shall be made in accordance with the terms of the Asbestos PI Trust Agreement and the Asbestos PI Trust Distribution Procedures.

Section 6.2 Pro Rata Share Distributions. The Pro Rata Share of any Cash or assets to be distributed to or for the benefit of the holder of an Allowed Claim in any Class of Claims under the Plan shall be distributed as provided in the Plan. An initial distribution shall be made on the Initial Distribution Date. If and when a Disputed Claim in any Class becomes a Disallowed Claim, then the Pro Rata Share to which each holder of an Allowed Claim in such Class is entitled shall increase proportionately and Reorganized Quigley shall have the right (but not the obligation) to make or direct the making of subsequent interim Distributions to the holders of Allowed Claims in such Class in order to reflect any increases in the Pro Rata Share. Reorganized Quigley shall distribute Pro Rata Shares to each holder of a Claim that was a Disputed Claim on the Effective Date within fifteen (15) Business Days of the date on which such Claim becomes an Allowed Claim, or as soon thereafter as is practicable. As soon as

practicable after all Disputed Claims in any Class receiving Pro Rata Shares have become either Allowed Claims or Disallowed Claims, a final Distribution shall be made to the holders of Allowed Claims in such Class.

Section 6.3 Means of Cash Payment. Cash payments made pursuant to the Plan shall be in United States dollars, by check drawn on a bank located in the United States or by wire transfer from such bank.

Section 6.4 Delivery of Distributions. Distributions and deliveries to holders of Allowed Claims shall be made at the addresses set forth on the Proofs of Claim filed by such holders (or at the last known addresses of such holders if no Proof of Claim is filed or if Reorganized Quigley has been notified of a change of address). If any holder's Distribution is returned as undeliverable, then no further Distributions to such holder shall be made unless and until Reorganized Quigley is notified of such holder's then-current address, at which time all missed Distributions shall be made to such holder without interest. Cash Distributions that are not claimed by the expiration of six (6) months from the date that such Distributions were made shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and shall revert in Reorganized Quigley, and the Claim of any holder to such Distributions shall be discharged and forever barred. Nothing contained in the Plan shall require Quigley or Reorganized Quigley to attempt to locate any holder of an Allowed Claim.

Section 6.5 Time Bar to Cash Payments. Checks issued by Reorganized Quigley in respect of Allowed Claims shall be null and void if not cashed within ninety (90) days of the date of issuance thereof. The holder of the Allowed Claim with respect to which such check originally was issued shall make requests for reissuance of any check directly to Reorganized Quigley. Any such request for reissuance of a check shall be made on or before the later of the six month anniversary of the Initial Distribution Date, and ninety (90) days after the date of issuance of such check. After such date, all Claims in respect of void checks shall be discharged and forever barred.

Section 6.6 Timing of Distributions. If any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

Section 6.7 Record Date for Holders of Claims. Except as otherwise provided in an order of the Bankruptcy Court that is not subject to any stay, the transferees of Claims that are transferred pursuant to Rule 3001 of the Bankruptcy Rules on or prior to the Distribution Record Date shall be treated as the holders of such Claims for all purposes, notwithstanding that any period provided by Rule 3001 of the Bankruptcy Rules for objecting to such transfer has not expired by the Distribution Record Date.

Section 6.8 Distributions After Effective Date. Distributions made after the Effective Date shall be deemed to have been made on the Effective Date.

Section 6.9 Fractional Cents. Notwithstanding any other provision of the Plan to the contrary, no payment of fractional cents shall be made pursuant to the Plan. Whenever

any payment of a fraction of a cent under the Plan would otherwise be required, the actual Distribution made shall reflect a rounding of such fraction to the nearest whole penny (up or down), with half pennies or more being rounded up and fractions less than a half of a penny being rounded down.

Section 6.10 Interest on Claims. Except as specifically provided for in the Plan, the Confirmation Order, the Interim Cash Collateral Order or the Final DIP/Cash Collateral Order, interest shall not accrue on Claims, and no holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim. Interest shall not accrue or be paid on any Disputed Claim in respect of the period from the Petition Date to the date a final Distribution is made thereon if and after such Disputed Claim becomes an Allowed Claim. Except as expressly provided herein, no prepetition Claim shall be Allowed to the extent that it is for postpetition interest or other similar charges.

Section 6.11 De Minimis Distributions. Notwithstanding anything to the contrary contained in the Plan or Confirmation Order, Quigley and Reorganized Quigley shall not be required to distribute, and shall not distribute, Cash to the holder of an Allowed Claim if the amount of Cash to be distributed on account of such Claim is less than \$40. Any holder of an Allowed Claim on account of which the amount of Cash to be distributed is less than \$40 shall have such Claim discharged and shall be forever barred from asserting any such Claim against Quigley, Reorganized Quigley, the Asbestos PI Trust or their respective property. Any Cash not distributed pursuant to this provision shall be the property of Reorganized Quigley, free of any restrictions thereon. For the avoidance of doubt, the *de minimis* distribution limitation described in this Section 6.11 shall not apply to distributions made by the Asbestos PI Trust.

Section 6.12 Setoffs. Subject to the limitations provided in section 553 of the Bankruptcy Code, Reorganized Quigley may, but shall not be required to, setoff against any Claim and the payments or other Distributions to be made pursuant to the Plan in respect of such Claim, Claims of any nature whatsoever that Quigley may have against the holder of such Claim. However, neither the failure to set off nor the allowance of any Claim hereunder shall constitute a waiver or release by Quigley of any such Claim that Quigley may have against the holder.

## ARTICLE VII

### TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Section 7.1 General Treatment. On or prior to the Effective Date, Quigley shall make a motion pursuant to section 365 of the Bankruptcy Code to assume, assume and assign, or reject all Executory Contracts to which Quigley is a party.

Section 7.2 RESERVED.

Section 7.3 Payments Related to Assumption of Executory Contracts. Any monetary amounts by which each Executory Contract to be assumed or assumed and assigned may be in default shall be satisfied in full by the payment of Cure in accordance with section 365(b)(1) of the Bankruptcy Code. In the event of a dispute regarding: (a) the nature or

amount of any Cure; (b) the ability of Quigley, Reorganized Quigley or any proposed assignee to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed or assumed and assigned; or (c) any other matter pertaining to assumption, the payment of Cure shall occur following the entry of a Final Order of the Bankruptcy Court resolving the dispute. No amount shall be due for Cure or other compensation to the parties to assumed or assumed and assigned Executory Contracts except as expressly provided in the Cure schedule to be included in the Plan Supplement or as otherwise ordered by the Bankruptcy Court pursuant to a Final Order. On the Initial Distribution Date or as soon thereafter as practicable, Reorganized Quigley shall pay all undisputed Cure amounts, if any, under the Executory Contracts being assumed or assumed and assigned pursuant to Section 7.2 of this Plan. Except for Claims for payment of Cure, the non-Debtor parties to the assumed or assumed and assigned contracts shall have no Claim against Quigley or Reorganized Quigley relating to those contracts.

Section 7.4 Bar to Rejection Damages. If the rejection of an Executory Contract by Quigley results in damages to the other party or parties to such contract, a Claim for such damages shall be forever barred and shall not be enforceable against any of Quigley, Reorganized Quigley or its properties, whether by way of setoff, recoupment, or otherwise unless a Proof of Claim is filed with the Bankruptcy Court and served upon counsel for Quigley or Reorganized Quigley by thirty (30) days after entry of an order rejecting a contract pursuant to a motion filed by Quigley to reject such contract.

Section 7.5 Indemnification and Reimbursement Obligations. For purposes of this Plan, the obligations of Quigley to indemnify and reimburse persons who are or were directors, officers, or employees of Quigley on the Petition Date or at any time thereafter against and for any obligations pursuant to articles of incorporation, codes of regulations, by-laws, applicable state law, or specific agreement, or any combination of the foregoing, shall survive confirmation of the Plan, remain unaffected thereby, and not be discharged in accordance with section 1141 of the Bankruptcy Code, irrespective of whether indemnification or reimbursement is owed in connection with an event occurring before, on, or after the Petition Date. In furtherance of the foregoing, Reorganized Quigley shall use its commercially reasonable efforts to maintain or procure insurance for the benefit of such directors, officers, or employees at levels no less favorable than those existing as of the date of entry of the Confirmation Order for a period of no less than four years following the Effective Date.

## ARTICLE VIII

### PROCEDURES FOR RESOLVING AND TREATING DISPUTED CLAIMS OTHER THAN ASBESTOS PI CLAIMS

Section 8.1 Disputed Claims. All Disputed Claims against Quigley shall be subject to the provisions of this Article VIII. All Asbestos PI Claims shall be determined and paid by the Asbestos PI Trust in accordance with the Asbestos PI Trust Agreement and the Asbestos PI Trust Distribution Procedures. Only the Asbestos PI Trust will have the right to resolve Asbestos PI Claims.

Section 8.2 Objection Deadline. Unless otherwise ordered by the Bankruptcy Court, objections to Claims other than Asbestos PI Claims shall be filed with the Bankruptcy Court or District Court, as applicable, and served upon the holders of each such Claim to which objections are made on or before the Claims Objection Bar Date. If an objection to a Claim is timely filed by any party in interest, a subsequent amendment to the objection shall also be deemed timely, even if filed subsequent to the deadline for filing the original Claim objection, and even if the amendment raises facts or legal theories not raised in the original Claim objection.

Section 8.3 Prosecution of Objections. After the Confirmation Date, Quigley or Reorganized Quigley, as the case may be, shall have authority to file, litigate to final judgment, settle, or withdraw objections to Disputed Claims. For each Class 3 Silica Claim with respect to which a proof of claim is pending as of the Confirmation Date, Quigley or Reorganized Quigley, and Pfizer on either of their behalf, shall have the authority to prosecute any objections that any of them have asserted on or before the Claims Objection Bar Date.

Section 8.4 No Distributions Pending Allowance. No payments or Distributions shall be made with respect to any Claim to the extent it is a Disputed Claim unless and until all objections to such Disputed Claim are resolved and such Disputed Claim becomes an Allowed Claim in whole or in part.

Section 8.5 Costs and Fees of Defending Silica Claims. Pfizer shall have complete control over the defense of Silica Claims, and may use counsel of its own choice in its sole discretion; provided, however, that Pfizer shall not discontinue or fail to pursue the defense of such Silica Claims without the consent of Reorganized Quigley, which consent shall not be unreasonably withheld. All fees and costs associated with the defense of Silica Claims shall be borne by Pfizer.

Section 8.6 Coverage Cases Related to Silica Claims. To the extent, if any, that any insurer that is an issuer of a Shared Asbestos-Excluded Insurance Policy is requested to and declines to pay any settlement of or Final Judgment with respect to any Silica Claim, Pfizer shall initiate a Coverage Case against such insurer, provided there are legal and factual grounds to do so. Pfizer shall not discontinue or fail to pursue or settle such Coverage Case without the consent of Reorganized Quigley, which consent shall not be unreasonably withheld. Pfizer shall have complete control over the prosecution of the Coverage Case with the counsel of Pfizer's choice in Pfizer's sole discretion. All fees and costs associated with Coverage Cases shall be borne by Pfizer.

Section 8.7 Satisfaction of Allowed Silica Claims. To the extent, if any, that a Silica Claim becomes Allowed or is liquidated pursuant to a Final Judgment against Quigley or Reorganized Quigley, such Claim shall be paid in accordance with the Class 3 Payment Percentage, which initially shall be 7.5%. Except as set forth in Section 4.3 of the Plan with respect to satisfaction of the Provost Silica Claims, Allowed Silica Claims shall be paid first from any proceeds recovered by Reorganized Quigley or Pfizer from the Shared Asbestos-Excluded Insurance Policies, consistent with the Insurance Relinquishment Agreement, and only thereafter from the Disputed Claims Reserve retained by Reorganized Quigley.

Section 8.8 Disputed Claims Reserve. On or after the Effective Date, and until such time as each Disputed Claim has been compromised and settled, estimated by the Bankruptcy Court in an amount constituting the Allowed amount, or allowed or disallowed by Final Order of the Bankruptcy Court, Reorganized Quigley shall retain, for the benefit of each holder of a Disputed Claim, the Disputed Claims Reserve in an amount it reasonably determines to be necessary to pay Reorganized Quigley's liability for the claim. Reorganized Quigley shall also retain, for the benefit of anticipated future claimants, a balance in the Disputed Claims Reserve it reasonably determines to be necessary to pay anticipated future claimants. Notwithstanding any other provision of this Plan, nothing herein shall preclude Quigley, Reorganized Quigley or Pfizer from asserting, in defense of a Silica Claim, that the Silica Claim is a Discharged Silica Claim.

## ARTICLE IX

### MEANS FOR IMPLEMENTATION OF THE PLAN

Section 9.1 General. On the Confirmation Date, Quigley shall be empowered and authorized to take or cause to be taken, prior to the Effective Date, all actions necessary to enable it to implement the provisions of this Plan, including, without limitation, the creation of the Asbestos PI Trust. From and after the Effective Date, Reorganized Quigley shall be governed pursuant to its Amended Charter Documents.

Section 9.2 Transactions on the Effective Date. On the Effective Date, the following shall be deemed for all purposes to have occurred simultaneously:

- (a) any Distributions required to be made on the Effective Date;
- (b) establishment of the Asbestos PI Trust, including the Pfizer Contribution and the Quigley Contribution;
- (c) contribution by Pfizer to Reorganized Quigley of the Quigley Operations; and
- (d) the effectiveness and binding effect of the Amended Charter Documents upon Reorganized Quigley.

### Section 9.3 The Asbestos PI Trust.

(a) Creation of the Asbestos PI Trust. On the Effective Date, the Asbestos PI Trust shall be created in accordance with the Plan Documents. The Asbestos PI Trust shall be a "qualified settlement fund" within the meaning of section 468B of the United States Internal Revenue Code and the regulations issued thereunder. The purposes of the Asbestos PI Trust shall be to assume all Asbestos PI Claims (whether now existing or arising at any time hereafter) and to use the Asbestos PI Trust Assets to pay holders of Asbestos PI Claims in accordance with the Asbestos PI Trust Agreement and the Asbestos PI Trust Distribution Procedures, and in such a way that provides reasonable assurance that the Asbestos PI Trust shall value and be in a financial position to pay present and future Asbestos PI Claims that involve similar Claims in substantially the same manner, and to otherwise comply in all respects with the

requirements of section 524(g)(2)(B) of the Bankruptcy Code. On the Effective Date, subject to the terms of the Pfizer Contribution, all right, title and interest in and to the Asbestos PI Trust Assets and any proceeds thereof will be transferred to and vested in the Asbestos PI Trust, free and clear of all Claims, Demands, Equity Interests, Encumbrances and other interests of any Entity without any further action of any Entity.

(b) Appointment of Trustees. Prior to or at the Confirmation Hearing, the Creditors' Committee and the Future Demand Holders' Representative, in consultation with Quigley, shall nominate the three initial Trustees of the Asbestos PI Trust, one of which shall be a resident of the State of New York (if a natural person) or have a principal place of business in the State of New York (in all other cases). The Confirmation Order shall constitute an order of the Bankruptcy Court appointing the initial Trustees to serve as Trustees of the Asbestos PI Trust in accordance with the Asbestos PI Trust Agreement, effective as of the Effective Date.

(c) Appointment of Trust Advisory Committee Members. Prior to or at the Confirmation Hearing, the Creditors' Committee, in consultation with Quigley and the Future Demand Holders' Representative, shall nominate the seven initial members of the Trust Advisory Committee. The Confirmation Order shall constitute an order of the Bankruptcy Court appointing the initial members of the Trust Advisory Committee (and thereupon the Trust Advisory Committee shall be formed) to serve in accordance with the Asbestos PI Trust Agreement.

(d) Contributions to the Asbestos PI Trust or Reorganized Quigley. On or after the Effective Date, Reorganized Quigley and Pfizer shall make the Quigley Contribution and Pfizer Contribution, respectively, to the Asbestos PI Trust or Reorganized Quigley, as applicable. The Asbestos PI Trust shall perform all obligations of Quigley with respect to the Quigley Transferred Insurance Rights.

(e) Insurance Relinquishment Agreement. On or before the Effective Date, Quigley or Reorganized Quigley, as the case may be, shall execute and deliver to Pfizer and Pfizer shall execute and deliver to Quigley or Reorganized Quigley, as the case may be, the Insurance Relinquishment Agreement.

(f) AIG Assignment Agreement. On or before the Effective Date, Quigley or Reorganized Quigley, as the case may be, and Pfizer shall execute and deliver to the Asbestos PI Trust the AIG Assignment Agreement.

(g) Transfer of Claims and Demands to the Asbestos PI Trust. On the Effective Date, all liabilities, obligations, Demands and responsibilities relating to all Asbestos PI Claims shall be transferred and channeled to the Asbestos PI Trust.

(h) Discharge of Liabilities to Holders of Asbestos PI Claims. Except as may otherwise be provided in the Plan Documents and the Confirmation Order, the transfer to, vesting in, and assumption by the Asbestos PI Trust of the Asbestos PI Trust Assets on or after the Effective Date, as contemplated by the Plan, shall, among other things, discharge all obligations and Liabilities of Quigley and Reorganized Quigley for and in respect of all Asbestos PI Claims. On the Effective Date, the Asbestos PI Trust shall assume all Asbestos PI Claims and

shall pay the Asbestos PI Claims in accordance with the Asbestos PI Trust Distribution Procedures.

(i) RESERVED.

(j) Transfer of the Common Stock of Reorganized Quigley to the Asbestos PI Trust. On the Effective Date, Pfizer shall transfer 100% of the common stock of Reorganized Quigley to the Asbestos PI Trust.

(k) Books and Records. On the Effective Date, and in accordance with the provisions of the Asbestos Records Cooperation Agreement, attached hereto as Exhibit L, the Asbestos Record Parties shall transfer the Asbestos Records or cause the same to be transferred to the Asbestos PI Trust.

Section 9.4 Reorganized Quigley's Obligations under the Plan. From and after the Effective Date, Reorganized Quigley shall perform the obligations of Quigley under the Plan.

Section 9.5 Charter and Bylaws. The Amended Bylaws and the Amended Certificate of Incorporation shall contain such provisions as are necessary to satisfy the provisions of the Plan and, to the extent necessary, to prohibit the issuance of nonvoting equity securities as required by section 1123(a)(6) of the Bankruptcy Code, subject to further amendment of the Amended Bylaws and the Amended Certificate of Incorporation after the Effective Date, as permitted by applicable law. Except as otherwise provided herein, such Amended Bylaws and Amended Certificate of Incorporation shall contain such indemnification provisions applicable to the officers, directors and employees of Reorganized Quigley and such other Entities as may, in the discretion of the Board of Directors of Reorganized Quigley, be appropriate.

Section 9.6 The Board of Directors of Reorganized Quigley. Unless otherwise agreed to by Reorganized Quigley and Pfizer, the existing members of Quigley's Board of Directors shall continue to serve in their respective capacities until the Effective Date. On and after the Effective Date, the Asbestos PI Trust shall have the right, but not the obligation, to replace any or all of the members of Reorganized Quigley's Board of Directors with one or more individuals selected by the Trustees.

Section 9.7 Operations of Quigley Between Confirmation and the Effective Date. Quigley shall continue to operate as a debtor-in-possession during the period from the Confirmation Date through and until the Effective Date.

Section 9.8 Quigley Operations. On or before the Effective Date, Pfizer shall contribute or otherwise transfer the Quigley Operations to Reorganized Quigley. Pfizer and Reorganized Quigley shall execute, deliver, file and record all agreements, documents, certificates, and instruments necessary to transfer or effectuate the contribution or transfer of the Quigley Operations to Reorganized Quigley. The contribution or transfer of the Quigley Operations shall be deemed a transfer under the Plan subject to section 1146(a) of the Bankruptcy Code.

Section 9.9 Cancellation of Existing Securities. On the Effective Date, except for the Equity Interests and as otherwise provided for in the Plan or the Confirmation Order: (a) all notes, bonds, indentures, and other instruments or documents evidencing or creating any indebtedness or obligation of Quigley (except such notes or other instruments evidencing indebtedness or obligations of Quigley that are reinstated under the Plan) shall be extinguished and canceled; and (b) the obligations of Quigley under any agreements, indentures, or certificates of designation governing any notes, bonds, indentures, and other instruments or documents evidencing or creating any indebtedness or obligation of Quigley, as the case may be, shall be discharged. For the avoidance of doubt, common stock of Quigley shall not be canceled and shall instead be transferred by Pfizer to the Asbestos PI Trust on the Effective Date as set forth in section 9.3(j) hereof.

Section 9.10 Payment and Satisfaction of Pfizer Tax Sharing Receivable. On the Effective Date, Pfizer shall pay to Quigley and satisfy the Pfizer Tax Sharing Receivable outstanding as of the last day of the month immediately preceding the Effective Date, as adjusted for any tax consequences to Pfizer and Quigley as a result of the transactions contemplated by and taken in connection with the Plan.

Section 9.11 Effectuating Documents; Further Transactions. The Chairman of the Board of Directors, the President, the Chief Operating Officer, the Chief Executive Officer, the Chief Financial Officer, or any other appropriate officer of each of Quigley or Reorganized Quigley, as the case may be, shall be, and hereby are, authorized to execute, deliver, file, and record such contracts, instruments, releases, indentures, certificates, and other agreements or documents, and take such other actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Secretary of Quigley will be authorized to certify or attest to any of the foregoing, if necessary.

## ARTICLE X

### EFFECT OF CONFIRMATION

Section 10.1 Revesting of Reorganized Quigley's Assets. Pursuant to section 1141(b) of the Bankruptcy Code, except as otherwise provided in the Plan or the Confirmation Order, the property of the Estate of Quigley (except for the Quigley Contribution) shall revert in Reorganized Quigley on the Effective Date. From and after the Effective Date, Reorganized Quigley may operate its businesses and may use, acquire, and dispose of property free of any restrictions imposed under the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Court. As of the Effective Date, all property of Quigley and Reorganized Quigley will be free and clear of all Claims, Liens and interests, except as specifically provided in the Plan, or the Confirmation Order. Without limiting the generality of the foregoing, Reorganized Quigley may, without application to or approval by the Bankruptcy Court, pay Professional fees and expenses that Reorganized Quigley may incur after the Effective Date.

Section 10.2 Preservation of Certain Causes of Action; Defenses.

(a) Except as otherwise provided in the Plan or the Confirmation Order, in accordance with section 1123(b) of the Bankruptcy Code, Reorganized Quigley, as

successor in interest to Quigley and its Estate, shall retain and may enforce such Claims, rights and Causes of Action that are property of Quigley and its Estate, and Reorganized Quigley shall retain and enforce all defenses and counterclaims to all Claims asserted against Quigley or its Estate, including, but not limited to, setoff, recoupment and any rights under section 502(d) of the Bankruptcy Code. Reorganized Quigley may pursue such Claims, rights, or Causes of Action, as appropriate, in accordance with its best interests, as determined by the Board of Directors of Reorganized Quigley.

(b) Notwithstanding Section 10.2(a) of the Plan, on the Effective Date, all defenses and Causes of Action of Quigley and Reorganized Quigley relating to Asbestos PI Claims, including any Asbestos Insurance Actions, shall be transferred and assigned to the Asbestos PI Trust. Except as otherwise provided in the Plan or the Confirmation Order, in accordance with section 1123(b) of the Bankruptcy Code, the Asbestos PI Trust shall retain and may enforce such defenses and Causes of Action and shall retain and may enforce all defenses and counterclaims to all Claims asserted against the Asbestos PI Trust with respect to such Asbestos PI Claims, including, but not limited to, setoff, recoupment and any rights under section 502(d) of the Bankruptcy Code; provided, however, that no such defenses, Causes of Action, or counterclaims may be asserted against any Pfizer Protected Party. The Asbestos PI Trust may pursue such defenses, rights, or Causes of Action, as appropriate, in accordance with its and its beneficiaries' best interests. Nothing in this Section 10.2(b), however, shall be deemed to be a transfer by Quigley or Reorganized Quigley of any Claims, Causes of Action, or defenses relating to assumed Executory Contracts or which otherwise are required by Reorganized Quigley to conduct its business in the ordinary course subsequent to the Effective Date.

### Section 10.3 Quigley Insurance Transfer.

(a) Implementation of Quigley Insurance Transfer. To effectuate the Quigley Contribution, on the Effective Date and without any further action of the Bankruptcy Court or further act or agreement of any Entity, Quigley shall irrevocably transfer, grant and assign to the Asbestos PI Trust the Quigley Transferred Insurance Rights pursuant to the Quigley Insurance Transfer. The Asbestos PI Trust shall assume responsibility for all obligations of Quigley arising from, under or related to any of the Quigley Transferred Insurance Rights. The Quigley Transferred Insurance Rights shall be subject to any and all Asbestos PI Insurer Coverage Defenses. The Quigley Insurance Transfer shall be made and shall be effective. The Quigley Insurance Transfer shall not be, and shall not be deemed to be, an assignment of the Shared Asbestos Insurance Policies, the Insurance Settlement Agreements, the AIG Insurance Settlement Agreement, or any other settlement agreements with Asbestos Insurance Entities themselves.

(b) Institution and Maintenance of Legal and Other Proceedings. From and after the Effective Date, the Asbestos PI Trust shall be empowered and entitled, in its sole and absolute discretion, to pursue, compromise or settle its interests in any and all Quigley Transferred Insurance Rights, including, without limitation, its interests in any and all Asbestos Insurance Actions. The duties, obligations and liabilities of any Asbestos Insurance Entity under all insurance policies, all Shared Asbestos Insurance Policies, all Insurance Settlement Agreements, the AIG Insurance Settlement Agreement, and all other settlement agreements with

Asbestos Insurance Entities are not diminished, reduced or eliminated by: (i) the discharge of Quigley and Reorganized Quigley from all Asbestos PI Claims; (ii) the injunctive protection provided to Quigley, Reorganized Quigley, the Asbestos Protected Parties, and the Settling Asbestos Insurance Entities with respect to Asbestos PI Claims; or (iii) the assumption of responsibility and liability for all Asbestos PI Claims by the Asbestos PI Trust. For avoidance of doubt, any and all Asbestos PI Insurer Coverage Defenses are preserved by and under this Plan.

(c) License Back To Reorganized Quigley. From and after the Effective Date, Reorganized Quigley shall have a license to collect and use the proceeds of the Shared Asbestos Insurance Policies (the “License”) only to the extent that (i) Reorganized Quigley’s collection and use of the proceeds of the Shared Asbestos Insurance Policies does not reduce the Products/Completed Operations Coverage or any aggregate, per occurrence or other policy limit of any Shared Asbestos Insurance Policy that is or could potentially be applicable to Asbestos PI Claims, and (ii) Reorganized Quigley’s collection and use of the proceeds of the Shared Asbestos Insurance Policies does not in any way interfere with the Asbestos PI Trust’s exercise of any Quigley Transferred Insurance Rights. The Asbestos PI Trust may terminate this License at any time if the Asbestos PI Trust deems the termination of the License necessary for any reason, including, without limitation, to resolve any disputes with insurers concerning any of the Shared Asbestos Insurance Policies.

(d) Obligations of Reorganized Quigley. At the reasonable direction and request of the Asbestos PI Trust, and at the cost of the Asbestos PI Trust, Reorganized Quigley shall (i) use its commercially reasonable efforts to pursue any of the Quigley Transferred Insurance Rights for the benefit of Asbestos PI Trust; and (ii) immediately transfer any amounts recovered by Reorganized Quigley under or on account of any of the Quigley Transferred Insurance Rights to the Asbestos PI Trust; provided, however, that while any such amounts are held by or under the control of Reorganized Quigley, such amounts shall be held for the benefit of the Asbestos PI Trust. To the extent permitted by applicable law, Reorganized Quigley shall cooperate with the Asbestos PI Trust in its pursuit of the Quigley Transferred Insurance Rights as requested by the Asbestos PI Trust, including, but not limited to, by making its books, records, employees, agents, and professionals available to the Asbestos PI Trust solely as they relate to the Quigley Transferred Insurance Rights.

#### Section 10.4 Insurance Neutrality.

(a) Subject to Sections 10.4(e) and 10.4(f) below, nothing in the Plan, the Confirmation Order, or any other Plan Documents, or any finding of fact and/or conclusion of law with respect to the confirmation of the Plan, shall limit the right of any Asbestos Insurance Entity to assert any Asbestos PI Insurer Coverage Defense. Notwithstanding any provision in the Plan, the Confirmation Order, or any other Plan Documents, and subject to Sections 10.4(e) and 10.4(f) below, nothing contained in any such documents shall impose, or shall be deemed or construed to impose, any obligation on any Asbestos Insurance Entity to provide a defense for, settle, pay any judgment with respect to, or otherwise pay, any Claim, including any Asbestos PI Claim; rather, whether an Asbestos Insurance Entity is obligated to provide a defense for, settle, pay any judgment with respect to, or otherwise pay, any Claim, including any Asbestos PI Claim, shall be determined in accordance with the applicable Asbestos

Insurance Policy issued by that Asbestos Insurance Entity, any related Insurance Settlement Agreement, any other relevant settlement agreement, and/or applicable non-bankruptcy law.

(b) Subject to Sections 10.4(e) and 10.4(f) below, none of (i) the Plan and the Plan Documents, (ii) the Court's approval of the Plan or the Plan Documents, (iii) the Confirmation Order or any findings and conclusions entered with respect to Confirmation, (iv) any estimation or valuation of Asbestos PI Claims, either individually or in the aggregate (including without limitation any agreement as to the valuation of Asbestos PI Claims) in this Chapter 11 Case, or (v) any judgment, order, finding of fact, conclusion of law, determination or statement (written or verbal, on or off the record) made by the Bankruptcy Court or issued or affirmed by the District Court pursuant to 11 U.S.C. § 524(g)(3) or entered by any other court exercising jurisdiction over the Chapter 11 Case, including in any judgment, order, writ or opinion entered on appeal from any of the foregoing, shall, for purposes of any Asbestos Insurance Dispute, constitute an adjudication, judgment, trial, hearing on the merits, finding, conclusion, or other determination, or evidence or suggestion of any such determination, establishing:

A. that any Asbestos Insurance Entity has or does not have liability or coverage obligations for any Claim, including without limitation any Asbestos PI Claim, under any Asbestos Insurance Policy, any Insurance Settlement Agreement, or any other settlement agreement to which any Asbestos Insurance Entity is a party, on any basis;

B. that the amount of any Asbestos PI Claim (either individually or in the aggregate with other Claims) is or is not reasonable;

C. that any Entity is or is not covered for any Claim, including any Asbestos PI Claim, under any Asbestos Insurance Policy;

D. that any Asbestos Insurance Entity has or does not have any defense or indemnity obligation with respect to any Claim, including any Asbestos PI Claim;

E. that any Asbestos Insurance Entity is or is not liable for, or otherwise is or is not obligated to provide coverage with respect to, any individual Asbestos PI Claim (either individually or in the aggregate with other Claims);

F. that the procedures established by the Plan or any of the Plan Documents, including without limitation the Asbestos PI Trust Distribution Procedures, for evaluating and paying Asbestos PI Claims, are or are not reasonable, appropriate, established or agreed to in good faith, or consistent with the terms and conditions of any Asbestos Insurance Policy;

G. that the procedures established by the Plan or any of the Plan Documents, including without limitation the Asbestos PI Trust Distribution Procedures, for evaluating and paying Asbestos PI Claims, are or are not consistent with any procedures that were used to evaluate, settle or pay Asbestos PI Claims against Quigley or Pfizer before the Petition Date;

H. that the settlement of, or the value assigned to, any individual Asbestos PI Claim (either individually or in the aggregate with other Claims) pursuant to the Plan or any of the Plan Documents, including without limitation the Asbestos PI Trust Distribution Procedures, is, is not, was or was not reasonable and/or otherwise appropriate;

I. that any Asbestos Insurance Entity did or did not participate in, consult on, and/or consent to the negotiation, proposal or solicitation of the Plan or any of the Plan Documents, including without limitation the Asbestos PI Trust Distribution Procedures;

J. that Quigley, Pfizer or the Asbestos PI Trust has or has not suffered an insured loss or otherwise incurred a legal liability with respect to any Asbestos PI Claim;

K. that it was, is or will be (or was not, is not or will not be) reasonable, appropriate, in good faith, or consistent with the terms and conditions of any Asbestos Insurance Policy for Quigley, Reorganized Quigley, Pfizer or the Asbestos PI Trust to settle, allow, liquidate, assign any value to, and/or pay (or present to any Asbestos Insurance Entity for payment) any Asbestos PI Claim on any terms or conditions contemplated by the Plan or any Plan Document;

L. that the conduct of Quigley, Pfizer, Reorganized Quigley or the Asbestos PI Trust in connection with the negotiation, development, settlement, confirmation and/or implementation of the Plan or any Plan Document was, is or will be (or is not or will not be) reasonable, appropriate, in good faith, or consistent with the terms and conditions of any Asbestos Insurance Policy; or

M. that any Asbestos Insurance Entity had, has or will have (or did not have, does not have or will not have) a reasonable, good-faith basis to withhold consent to the settlement, allowance or liquidation of, assignment of any value to, and/or payment of (including any presentation to any Asbestos Insurance Entity for payment of) any Asbestos PI Claim, including under or in connection with the Plan or any Plan Document.

Notwithstanding the foregoing, in any Asbestos Insurance Dispute, any Entity may use evidence of any item listed in subparts (i) through (v) of this Section 10.4(b) for the purpose of proving the occurrence of an event in this Chapter 11 Case. Further, nothing in this Section 10.4(b) shall, or shall be deemed to, prohibit any Entity in such Asbestos Insurance Dispute from asserting any position with respect to insurance coverage that is not expressly limited, restricted or prohibited by subsections (A) through (M) of this Section 10.4(b).

(c) Subject to Sections 10.4(e) and 10.4(f) below, any judgment, order, finding of fact, conclusion of law, determination or statement (written or verbal, on or off the record) made by the Bankruptcy Court or issued or affirmed by the District Court pursuant to 11 U.S.C. § 524(g)(3) or entered by any other court exercising jurisdiction over the Chapter 11 Case, including in any judgment, order, writ or opinion entered on appeal from any of the foregoing, shall not, and shall not be construed to, constitute a finding, conclusion, or determination regarding insurance coverage. Subject to Sections 10.4(e) and 10.4(f) below, in

considering whether to confirm the Plan and to approve any Plan Document, the Bankruptcy Court, the District Court, or any other court exercising jurisdiction over the Chapter 11 Case, is not considering, and is not deciding, any matter with respect to any Asbestos PI Insurer Coverage Defense.

(d) Nothing in this Section 10.4 of the Plan shall be interpreted to affect or limit the protections afforded to any Settling Asbestos Insurance Entity or any Asbestos Protected Party by Sections 11.6 or 11.7 of this Plan.

(e) Nothing in this Section 10.4 precludes or shall be construed to preclude otherwise applicable principles of res judicata or collateral estoppel from being applied against any Entity with respect to any issue that is actually litigated by such Entity in connection with the Chapter 11 Case, as part of its objections, if any, to Confirmation of the Plan or as part of any contested matter or adversary proceeding. Plan objections filed by any Asbestos Insurance Entity on or before January 1, 2009, that are withdrawn by that Asbestos Insurance Entity pursuant to the Corrected Stipulation and Agreed Order Concerning Insurance Issues, entered by the Bankruptcy Court in the Bankruptcy Case, ECF Dkt. 1873, shall be deemed not to have been actually litigated.

(f) Notwithstanding any other provision of this Plan or any of the Plan Documents, in any Asbestos Insurance Dispute no Asbestos Insurance Entity shall have, or have the right to assert, any right, Claim or defense enumerated in subparts (1) through (4) of the proviso to the definition of Asbestos PI Insurer Coverage Defenses.

(g) Nothing in any provision of this Plan or any of the Plan Documents shall in any way operate to impair, or have the effect of impairing, in any respect, the legal, equitable, or contractual rights of the Parties under the Corrected Stipulation and Agreed Order Concerning Insurance Issues, entered by the Bankruptcy Court in the Bankruptcy Case, ECF Dkt. 1873. For purposes of the foregoing, "Parties" has the meaning set forth in such Stipulation and Agreed Order.

Section 10.5 Reduction of Insurance Judgments. Any right, Claim or cause of action that an insurer would have been entitled to assert under applicable non-bankruptcy law against any Settling Asbestos Insurance Entity but for the Settling Asbestos Insurance Entity Injunction shall be treated solely as a setoff claim against the Asbestos PI Trust. Any such right, Claim, or cause of action to which an insurer may be entitled shall be solely a setoff against any recovery of the Asbestos PI Trust from that insurer. Under no circumstances shall that insurer receive an affirmative recovery of funds from the Asbestos PI Trust or any Settling Asbestos Insurance Entity for such right, Claim, or cause of action. Any setoff in favor of an insurer shall not constitute a classified or unclassified Claim under this Plan and shall not be subject to or Impaired by this Plan. Instead, any setoff shall be determined, calculated and applied solely as a matter of applicable non-bankruptcy law without regard to any other provision of this Plan or any bankruptcy law or decision.

Section 10.6 Terms of Injunction and Automatic Stay.

(a) All of the injunctions and/or automatic stays provided for in or in connection with the Chapter 11 Case, whether pursuant to section 105, 362, or any other provision of the Bankruptcy Code, Bankruptcy Rules or other applicable law, including, but not limited to, the Preliminary Injunction Order, in existence immediately prior to the Confirmation Date shall remain in full force and effect until the injunctions set forth in this Plan become effective pursuant to a Final Order, and shall continue to remain in full force and effect thereafter as and to the extent provided by the Plan, the Confirmation Order, or by their own terms. In addition, on and after the Confirmation Date, Reorganized Quigley may seek such further orders as it may deem necessary or appropriate to preserve the status quo during the time between the Confirmation Date and the Effective Date.

(b) Each of the injunctions contained in this Plan or the Confirmation Order shall become effective on the Effective Date and shall continue in effect at all times thereafter unless otherwise provided by the Plan or the Confirmation Order. Notwithstanding anything to the contrary contained in the Plan or the Confirmation Order, all actions of the type or nature of those to be enjoined by such injunctions shall be enjoined during the period between the Confirmation Date and the Effective Date.

Section 10.7 No Successor Liability; No Liability for Certain Released Claims.

(a) Except as otherwise expressly provided in this Plan, neither Quigley, Reorganized Quigley, the other Asbestos Protected Parties, nor the Asbestos PI Trust does, or shall be deemed to, pursuant to this Plan, assume, agree to perform, pay, or indemnify creditors for any liabilities or obligations of Quigley relating to or arising out of the operations of or assets of Quigley whether arising prior to, or resulting from actions, events, or circumstances occurring or existing at any time prior to the Confirmation Date. Neither the Asbestos Protected Parties, Reorganized Quigley, nor the Asbestos PI Trust shall be liable by reason of any theory of successor liability, either in law or equity, and none shall have any successor or transferee liability of any kind or character, except that Reorganized Quigley and the Asbestos PI Trust shall assume the obligations specified in this Plan and the Confirmation Order.

(b) Except as otherwise expressly provided in this Plan, effective automatically on the Effective Date, the Pfizer Protected Parties and their respective Representatives shall unconditionally and irrevocably be fully released from any and all claims arising under federal, state or any other law or regulation, including, if applicable, claims in the nature of fraudulent transfer, successor liability, corporate veil piercing, or alter ego-type claims, as a consequence of transactions, events, or circumstances involving or affecting Quigley (or any of its predecessors) or any of Quigley or its predecessors' respective businesses or operations that occurred or existed prior to the Effective Date.

Section 10.8 Title to Asbestos PI Trust Assets. On the Effective Date, title to all of the Asbestos PI Trust Assets shall vest in the Asbestos PI Trust free and clear of all Claims, Equity Interests, Encumbrances and other interests of any Entity. The Asbestos PI Trust shall be empowered and entitled to initiate, prosecute, defend, settle, maintain, administer, preserve, pursue, and resolve all Quigley Transferred Insurance Rights (subject to the Asbestos PI Coverage Defenses), including without limitation, its interest in any and all Asbestos Insurance

Actions, in the name of the Asbestos PI Trust, the Trustees of the Asbestos PI Trust, and/or Reorganized Quigley.

Section 10.9 Dissolution of Creditors' Committee; Retention of Future Demand Holders' Representative; Creation of the Trust Advisory Committee. On the Effective Date, the members of the Creditors' Committee shall be released and discharged of and from all further authority, duties, responsibilities, and obligations relating to and arising from and in connection with the Chapter 11 Case, and the Creditors' Committee shall be deemed dissolved. Notwithstanding the foregoing, if the Effective Date occurs prior to the Confirmation Order becoming a Final Order, the Creditors' Committee, may, at its option, continue to serve and function for the purposes of participating in any: (a) appeal of the Confirmation Order, but only until such time as the Confirmation Order becomes a Final Order; (b) hearing on a Fee Claim; and (c) adversary proceeding pending on the Effective Date in which the Creditors' Committee was a party. The Future Demand Holders' Representative also may, at his option, participate in any: (a) appeal of the Confirmation Order, but only until such time as the Confirmation Order becomes a Final Order; (b) hearing on a Fee Claim; and (c) adversary proceeding pending on the Effective Date in which the Future Demand Holders' Representative was a party.

As provided in Section 9.3(c) of this Plan, the Trust Advisory Committee shall be appointed by the Bankruptcy Court effective as of the Effective Date. From and after the Effective Date, the Future Demand Holders' Representative shall continue to serve as provided in the Plan and in the Asbestos PI Trust Agreement, to perform the functions specified and required by that agreement. Upon termination of the Asbestos PI Trust: (a) the members of the Trust Advisory Committee and the Future Demand Holders' Representative shall be released and discharged of and from all further authority, duties, responsibilities, and obligations relating to and arising from and in connection with the Chapter 11 Case; and (b) the Trust Advisory Committee shall be deemed dissolved and the Future Demand Holders' Representative's employment shall be deemed terminated. All reasonable and necessary post-Effective Date fees and expenses of the professionals retained by the Trust Advisory Committee and the Future Demand Holders' Representative shall be paid exclusively by the Asbestos PI Trust in accordance with the terms of the Asbestos PI Trust Agreement, and Reorganized Quigley shall not be liable for any such fees and expenses. If there shall be any dispute regarding the payment of such fees and expenses, the parties shall attempt to resolve such dispute in good faith and if they shall fail to resolve such dispute, they shall submit the dispute to the Bankruptcy Court for resolution.

Section 10.10 Recovery Actions. Except to the extent released pursuant to the Plan, the Confirmation Order or any other Plan Document (including, without limitation, Section 10.7(b) of the Plan), any rights, Claims, or Causes of Action accruing to Quigley pursuant to the Bankruptcy Code or pursuant to any statute or legal theory, including any rights to, Claims, or Causes of Action for recovery under any policies of insurance issued to or on behalf of, or which provides indemnity or liability payments to or on behalf of Quigley, and any rights, Claims, and Causes of Action against third parties related to or arising out of Allowed Claims, except Claims that shall, pursuant to this Plan, be retained and resolved by Reorganized Quigley, shall be transferred to the Asbestos PI Trust on the Effective Date.

The Asbestos PI Trust shall be deemed to be the appointed representative to, and may, pursue, litigate, and compromise and settle any rights, Claims, or Causes of Action transferred to it, as appropriate, in accordance the best interests, and for the benefit, of the Asbestos PI Trust and the beneficiaries thereof.

## ARTICLE XI

### RELEASES, INJUNCTIONS AND WAIVERS OF CLAIMS

**Section 11.1 Discharge of Quigley.** Except as specifically provided in the Plan, the Plan Documents or in the Confirmation Order, pursuant to section 1141(d)(1)(A) of the Bankruptcy Code, confirmation of the Plan shall discharge Quigley and Reorganized Quigley from any and all Claims of any nature whatsoever and Demands, including, without limitation, any Claims, Demands and Liabilities that arose before the Confirmation Date, and all debts of the kind specified in section 502(g), 502(h) and 502(i) of the Bankruptcy Code, whether or not: (a) a Proof of Claim based on such Claim was filed or deemed filed under section 501 of the Bankruptcy Code, or such Claim was listed on the Schedules of Quigley; (b) such Claim is or was Allowed under section 502 of the Bankruptcy Code; or (c) the holder of such Claim has voted on or accepted the Plan. Except as specifically provided for in the Plan or other Plan Documents, as of the Effective Date, the rights provided for in the Plan shall be in exchange for and in complete satisfaction, settlement and discharge of, all Claims (including, without limitation, Asbestos PI Claims) or Demands against, Liens on, and interests (other than the Equity Interests) in Quigley or Reorganized Quigley or any of their assets or properties.

**Section 11.2 Injunction.** Except as otherwise expressly provided in the Plan or in the Confirmation Order, all entities who, (i) on or prior to the Confirmation Date have held or hold Claims against Quigley, or (ii) may in the future hold Demands against Quigley, are permanently enjoined, on and after the Confirmation Date, from: (a) commencing or continuing in any manner any action or other proceeding of any kind against Quigley with respect to any such Claim or Demand; (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against Quigley on account of any such Claim or Demand; (c) creating, perfecting or enforcing any Encumbrance of any kind against Quigley or against the property or interest in property of Quigley on account of any such Claim or Demand; and (d) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from Quigley or against the property or interests in property of Quigley on account of any such Claim or Demand. The foregoing injunction shall extend to the successors of Quigley (including, without limitation, Reorganized Quigley) and their respective properties and interests in property.

**Section 11.3 Exculpation.** To the fullest extent permitted under section 1125(e) of the Bankruptcy Code, none of the following parties (but solely in respect of their specific capacities as listed below): (a) the Creditors' Committee and the present and former members thereof (including *ex officio* members, if any); (b) Quigley; (c) Reorganized Quigley; (d) the Future Demand Holders' Representative; (e) the Asbestos Protected Parties; and (f) all present or former Representatives of the foregoing

(collectively, but solely in respect of the capacities listed above, the “Released Parties”) shall have or incur any liability to any holder of a Claim or Equity Interest for any act or omission in connection with, related to, or arising out of: (i) the Chapter 11 Case; (ii) pursuit of confirmation of the Plan; (iii) consummation of the Plan or the administration of the Plan or the property to be distributed under the Plan or the Asbestos PI Trust Distribution Procedures; (iv) the Plan; or (v) the negotiation, formulation and preparation of the Plan and the other Plan Documents and any of the terms and/or settlements and compromises reflected in the Plan and the other Plan Documents, except for gross negligence, willful misconduct, breach of fiduciary duty that resulted in personal profit at expense of the Estate, or, in the case of attorneys, breaches of professional responsibility, and, in all respects, Quigley, Reorganized Quigley, and each of the Released Parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan and the other Plan Documents.

**Section 11.4 Release of Quigley’s Officers and Directors.** The acceptance of (a) any Distribution by any holder of a Claim and (b) the Quigley Contribution by the Asbestos PI Trust shall constitute a waiver and release of any and all causes of action that such holder, including any holder of an Asbestos PI Claim, could have commenced against any officer or director of Quigley serving in such capacity from and after the Petition Date, that is based upon, related to or arising from any actions or omissions of such officers or directors occurring prior to the Effective Date in connection with or related to their capacities as officers or directors of Quigley, to the fullest extent permitted under section 524(e) of the Bankruptcy Code and applicable law as now in effect or as subsequently extended; provided, however, that the forgoing shall not operate as a waiver or release from (a) any causes of action arising out of willful misconduct, gross negligence of any such person or entity, or breach of fiduciary duty by any such person or entity that resulted in personal profit at expense of the Estate; (b) any claim by any federal, state or local authority under the Internal Revenue Code or any applicable environmental or criminal laws; or (c) any contractual obligations arising from or out of a loan or advance from Quigley to any officer or director of Quigley.

**Section 11.5 Limited Release of Released Parties by Entities Accepting Distributions Under the Plan.** Except as otherwise specifically provided in the Plan or the Confirmation Order, any Entity who has accepted the Plan or who is entitled to receive any Distribution pursuant to the Plan shall be presumed conclusively to have released the Released Parties from any Claim or cause of action based on, arising from, or in any way connected with the same subject matter as the Claim for which a Distribution is received. The foregoing release shall be enforceable as a matter of contract law against any Entity who has accepted the Plan or who is entitled to receive any Distribution pursuant to the Plan.

**Section 11.6 Asbestos PI Channeling Injunction.**

(a) **Terms.** Subject to Section 11.6(b) below, pursuant to section 524(g) of the Bankruptcy Code, the sole recourse of any holder of an Asbestos PI Claim on account of such Asbestos PI Claim shall be to the Asbestos PI Trust pursuant to the provisions of the Asbestos PI Channeling Injunction as described in this Section 11.6 of the

Plan, the Asbestos PI Trust Agreement, and the Asbestos PI Trust Distribution Procedures. Each such holder shall be enjoined from taking legal action directed against Quigley, Reorganized Quigley or any other Asbestos Protected Party or the property of any of them for the purpose of directly or indirectly collecting, recovering or receiving payment or recovery with respect to such Asbestos PI Claim, other than from the Asbestos PI Trust in accordance with this Asbestos PI Channeling Injunction and pursuant to the Asbestos PI Trust Agreement and the Asbestos PI Trust Distribution Procedures.

(b) **Reservations.** Notwithstanding anything to the contrary above, this Asbestos PI Channeling Injunction shall not enjoin:

(i) the rights of Entities to the treatment accorded them under Articles III and IV of the Plan, as applicable, including the rights of Entities with Asbestos PI Claims to assert Asbestos PI Claims against the Asbestos PI Trust in accordance with the Asbestos PI Trust Distribution Procedures;

(ii) the rights of Entities to assert any Claim, debt, obligation, or liability for payment of Trust Expenses against the Asbestos PI Trust;

(iii) the rights of the Asbestos PI Trust and/or Reorganized Quigley to take any action with respect to any and all of the Quigley Transferred Insurance Rights, subject to any applicable Insurance Settlement Agreement, the AIG Insurance Settlement Agreement, the Insurance Relinquishment Agreement, the AIG Assignment Agreement, and any Asbestos PI Insurer Coverage Defense;

(iv) the rights of any Entity to which the Asbestos PI Trust, Reorganized Quigley and/or any Pfizer Protected Party has assigned any of the Quigley Transferred Insurance Rights to take any action with respect to any such Quigley Transferred Insurance Right, subject to any applicable Insurance Settlement Agreement, the AIG Insurance Settlement Agreement, the Insurance Relinquishment Agreement, the AIG Assignment Agreement, and any Asbestos PI Insurer Coverage Defense;

(v) the rights of the Asbestos PI Trust, Reorganized Quigley, any Pfizer Protected Party or any other Entity to assert any Claim, debt, obligation, or liability for payment against any Settling Asbestos Insurance Entity to the extent any insurance policies or insurance coverages were not resolved or released in the Insurance Settlement Agreement or the AIG Insurance Settlement Agreement, as applicable, with that Settling Asbestos Insurance Entity, subject to any applicable Insurance Settlement Agreement, the AIG Insurance Settlement Agreement, the Insurance Relinquishment Agreement, the AIG Assignment Agreement, and any Asbestos PI Insurer Coverage Defense;

(vi) the rights of any Entity to assert or prosecute any Claim, debt, obligation, or liability for payment against any Asbestos Insurance Entity, subject to the Quigley Insurance Transfer, any applicable Insurance Settlement Agreement, the Insurance Relinquishment Agreement and any Asbestos PI Insurer Coverage Defense;

(vii) the rights of holders of Secured Bond Claims to prosecute such Claims against Quigley or Reorganized Quigley in accordance with Section 4.2(b), (c), (d), or (e) of the Plan, as applicable; and

(viii) solely to the extent that such claim is permitted by the ruling of the Second Circuit Court of Appeals (the "Second Circuit") in *Quigley Co., Inc. v. Law Offices of Peter G. Angelos (In re Quigley, Co., Inc.)*, 676 F.3d 45 (2d Cir. 2012), the rights of a holder of an Asbestos PI Claim to assert or prosecute, on account of such Asbestos PI Claim, a claim against a Pfizer Protected Party alleging a theory of apparent manufacturer liability under Section 400 of the Restatement (Second) of Torts or other applicable non-bankruptcy law. Nothing contained herein shall preclude any party from seeking a determination in the Bankruptcy Court or any other court of competent jurisdiction that, consistent with the Second Circuit's ruling or other applicable law, such asserted claims are channeled under Section 524(g) of the Bankruptcy Code. For the avoidance of doubt, if at any time the Second Circuit's ruling is overruled, amended or modified in any fashion, this section 11.6(b)(viii) will automatically be deemed amended or modified consistent with such ruling as of the date such ruling is entered, without need for any further act or amendment to this Plan.

Section 11.7 Settling Asbestos Insurance Entity Injunction.

(a) Terms. Subject to Section 11.7(b) below, in order to preserve and promote the property of the Estate, as well as the settlements contemplated by and provided for in this Plan, and the agreements approved by the Bankruptcy Court, pursuant to section 524(g) of the Bankruptcy Code, the sole recourse of any holder of an Asbestos PI Claim on account of such Asbestos PI Claim shall be to the Asbestos PI Trust pursuant to the provisions of the Settling Asbestos Insurance Entity Injunction as described in this Section 11.7 of the Plan, the Asbestos PI Trust Agreement, and the Asbestos PI Trust Distribution Procedures. Each such holder shall be enjoined from taking legal action directed against any Settling Asbestos Insurance Entity or its property for the purpose of directly or indirectly collecting, recovering or receiving payment or recovery with respect to such Asbestos PI Claim, other than from the Asbestos PI Trust in accordance with this Asbestos PI Channeling Injunction and pursuant to the Asbestos PI Trust Agreement and the Asbestos PI Trust Distribution Procedures.

(b) Reservations. Notwithstanding anything to the contrary above, this Settling Asbestos Insurance Entity Injunction shall not enjoin:

(i) the rights of Entities to the treatment accorded them under Articles III and IV of the Plan, as applicable, including the rights of Entities with Asbestos PI Claims to assert Asbestos PI Claims against the Asbestos PI Trust in accordance with the Asbestos PI Trust Distribution Procedures;

(ii) the rights of Entities to assert any Claim, debt, obligation, or liability for payment of Trust Expenses against the Asbestos PI Trust;

(iii) the rights of the Asbestos PI Trust and/or Reorganized Quigley to take any action with respect to any and all of the Quigley Transferred Insurance Rights, subject to any applicable Insurance Settlement Agreement, the AIG Insurance Settlement Agreement, the Insurance Relinquishment Agreement, the AIG Assignment Agreement, and any Asbestos PI Insurer Coverage Defense;

(iv) the rights of any Entity to which the Asbestos PI Trust, Reorganized Quigley and/or any Pfizer Protected Party has assigned any of the Quigley Transferred Insurance Rights to take any action with respect any such Quigley Transferred Insurance Right, subject to any applicable Insurance Settlement Agreement, the AIG Insurance Settlement Agreement, the Insurance Relinquishment Agreement, the AIG Assignment Agreement, and any Asbestos PI Insurer Coverage Defense;

(v) the rights of the Asbestos PI Trust, Reorganized Quigley, any Pfizer Protected Party or any other Entity to assert any Claim, debt, obligation, or liability for payment against any Settling Asbestos Insurance Entity to the extent any insurance policies or insurance coverages were not resolved or released in the Insurance Settlement Agreement or the AIG Insurance Settlement Agreement, as applicable, with that Settling Asbestos Insurance Entity, subject to any applicable Insurance Settlement Agreement, the AIG Insurance Settlement Agreement, the Insurance Relinquishment Agreement, the AIG Assignment Agreement, and any Asbestos PI Insurer Coverage Defense; and

(vi) the rights of any Entity to assert or prosecute any Claim, debt, obligation, or liability for payment against any Asbestos Insurance Entity, subject to the Quigley Insurance Transfer, any applicable Insurance Settlement Agreement, the Insurance Relinquishment Agreement and any Asbestos PI Insurer Coverage Defense.

Section 11.8 Non-Settling Asbestos Insurance Entity Injunction.

(a) Terms. Subject to Sections 11.8(b) and (c) below, in order to preserve and promote the property of the Estate, pursuant to section 105(a) of the Bankruptcy Code, holders of Asbestos PI Claims shall have no right whatsoever at any time to assert their Asbestos PI Claims against a Non-Settling Asbestos Insurance Entity or any property or interest in property of a Non-Settling Asbestos Insurance Entity. Each such holder of Asbestos PI Claims shall be enjoined from taking legal action directed against Non-Settling Asbestos Insurance Entity or its property for the purpose of directly or indirectly collecting, recovering, or receiving payment or recovery with respect to such Asbestos PI Claim, other than from the Asbestos PI Trust in accordance with this Non-Settling Asbestos Insurance Entity Injunction and pursuant to the Asbestos PI Trust Agreement and the Asbestos PI Trust Distribution Procedures.

(b) Reservations. Notwithstanding anything to the contrary above, this Non-Settling Asbestos Insurance Entity Injunction shall not enjoin:

(i) the rights of Entities to the treatment accorded them under Articles III and IV of the Plan, as applicable, including the rights of Entities with Asbestos PI Claims to assert Asbestos PI Claims against the Asbestos PI Trust in accordance with the Asbestos PI Trust Distribution Procedures;

(ii) the rights of Entities to assert any Claim, debt, obligation, or liability for payment of Trust Expenses against the Asbestos PI Trust;

(iii) the rights of the Asbestos PI Trust and/or Reorganized Quigley to take any action with respect to any and all of the Quigley Transferred Insurance Rights, subject to any applicable Insurance Settlement Agreement, the AIG Insurance Settlement Agreement, the Insurance Relinquishment Agreement, the AIG Assignment Agreement, and any Asbestos PI Insurer Coverage Defense;

(iv) the rights of any Entity to which the Asbestos PI Trust, Reorganized Quigley and/or any Pfizer Protected Party has assigned any of the Quigley Transferred Insurance Rights to take any action with respect any such Quigley Transferred Insurance Right, subject to any applicable Insurance Settlement Agreement, the AIG Insurance Settlement Agreement, the Insurance Relinquishment Agreement, the AIG Assignment Agreement, and any Asbestos PI Insurer Coverage Defense;

(v) the rights of the Asbestos PI Trust, Reorganized Quigley, any Pfizer Protected Party or any other Entity to assert any Claim, debt, obligation, or liability for payment against any Settling Asbestos Insurance Entity to the extent any insurance policies or insurance coverages were not resolved or released in the Insurance Settlement Agreement or the AIG Insurance Settlement Agreement, as applicable, with that Settling Asbestos Insurance Entity, subject to any applicable Insurance Settlement Agreement, the AIG Insurance Settlement Agreement, the Insurance Relinquishment Agreement, the AIG Assignment Agreement, and any Asbestos PI Insurer Coverage Defense; and

(vi) the rights of any Entity to assert or prosecute any Claim, debt, obligation, or liability for payment against any Asbestos Insurance Entity, subject to the Quigley Insurance Transfer, any applicable Insurance Settlement Agreement, the Insurance Relinquishment Agreement and any Asbestos PI Insurer Coverage Defense.

(c) Notwithstanding anything in this Section 11.8 to the contrary, (i) the Non-Settling Asbestos Insurance Entity Injunction is issued solely for the benefit of the Asbestos PI Trust and not for the benefit of any other Entity, including, but not limited to, any Non-Settling Asbestos Insurance Entity, and no Non-Settling Asbestos Insurance Entity is intended to be a third-party beneficiary of the Non-Settling Asbestos Insurance Entity Injunction; (ii) the Asbestos PI Trust shall have the sole right to enforce the Non-Settling Asbestos Insurance Entity Injunction; and (iii) the Asbestos PI Trust has the sole discretion to waive the Non-Settling Asbestos Insurance Entity Injunction as to any Asbestos PI Claim or any Non-Settling Asbestos Insurance Entity upon express written notice to such Non-Settling Asbestos Insurance Entity.

Section 11.9 Limitations of Injunctions. Notwithstanding any other provision of this Plan to the contrary, the releases set forth in the Plan and the injunctions set forth in Sections 11.6, 11.7 and 11.8, respectively, shall not serve to satisfy, discharge, release, or enjoin claims by any Entity against: (a) the Asbestos PI Trust for payment of Asbestos PI Claims in accordance with the Asbestos PI Trust Distribution Procedures; or (b) the Asbestos PI Trust for the payment of Trust Expenses.

Section 11.10 Releases and Indemnification by Quigley. As of the Effective Date, except to the extent otherwise provided for in the Plan, the other Plan Documents or the Confirmation Order, Quigley and Reorganized Quigley hereby release and are permanently enjoined from any prosecution or attempted prosecution of any and all Causes of Action that they have, may have or claim to have, which are property of, assertable on behalf of or derivative of Quigley, against the Released Parties (but solely in their capacities as Released Parties); provided, however, that the foregoing release shall not serve to release or enjoin any Settling Asbestos Insurance Entity from its obligations under the relevant Insurance Settlement Agreement, other settlement agreement or Shared Asbestos Insurance Policy.

Section 11.11 Confidentiality Injunction. Reorganized Quigley and the Asbestos PI Trust may not make any use of any information entrusted to either or both of them by an Asbestos Record Party, except as necessary to fulfill the obligations of Reorganized Quigley and/or the Asbestos PI Trust under the Plan Documents or as expressly permitted by the terms of any agreement between Reorganized Quigley and/or the Asbestos PI Trust, on the one hand, and an Asbestos Record Party, on the other hand. Any Asbestos Record Party harmed or likely to be harmed by the actual or threatened violation of this Section shall be entitled to enforce the Confidentiality Injunction through any remedy available under any applicable principle of law or equity.

## ARTICLE XII

### CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

Section 12.1 Conditions Precedent to the Confirmation of the Plan. The following are conditions precedent to confirmation of the Plan that must be satisfied, unless waived in accordance with Section 12.3 of the Plan:

(a) The Bankruptcy Court shall have entered an order, in form and substance reasonably acceptable to Quigley and Pfizer, after consulting with the Creditors' Committee and the Future Demand Holders' Representative, approving the Disclosure Statement with respect to this Plan as containing adequate information within the meaning of section 1125 of the Bankruptcy Code.

(b) Any order entered by the Bankruptcy Court or the District Court that modifies, clarifies, or interprets the scope of the Preliminary Injunction Order or the Asbestos PI Channeling Injunction shall be in form and substance acceptable to Quigley and Pfizer.

(c) The Confirmation Order shall be in form and substance acceptable to Quigley and Pfizer, after consulting with the Creditors' Committee and the Future Demand Holders' Representative.

(d) The Confirmation Order shall, among other things:

(i) order that the assets reverting in Reorganized Quigley shall be free and clear of all Claims, Liens, and Encumbrances (other than Liens granted pursuant to the terms of the Plan);

(ii) order that the Confirmation Order shall supersede any Bankruptcy Court orders issued prior to the Confirmation Date that may be inconsistent with the Confirmation Order;

(iii) provide that, except with respect to obligations specifically preserved in the Plan, including, without limitation, Section 7.5 of the Plan, Quigley is discharged effective on the Confirmation Date (in accordance with the Plan) from any Claims, Demands, and any "debts" (as that term is defined in section 101(12) the Bankruptcy Code), and Quigley's liability in respect thereof, whether reduced to judgment or noncontingent, asserted or unasserted, fixed or not, matured or unmatured, disputed or undisputed, legal or equitable, or known or unknown, that arose from any agreement of Quigley entered into or obligation of Quigley incurred before the Confirmation Date, or from any conduct of Quigley prior to the Confirmation Date, or whether such interest accrued before or after the Petition Date, is extinguished completely;

(iv) provide that Pfizer is obligated to make the Pfizer Contribution;

(v) provide that, subject to the limitations expressly set forth in Section 10.4 of the Plan, all transfers of assets of Quigley contemplated under the Plan, and the transfer of the common stock of Reorganized Quigley by Pfizer, shall be free and clear of all Claims, Liens and all Encumbrances against or on such assets and common stock;

(vi) authorize the implementation of the Plan in accordance with its terms;

(vii) provide that any transfers effected or entered into, or to be effected or entered into, under the Plan, including, without limitation, Pfizer's contribution or transfer of the Quigley Operations to Reorganized Quigley, shall be and are exempt from any state, city or other municipality transfer taxes, mortgage recording taxes and any other stamp or similar tax under section 1146(a) of the Bankruptcy Code;

(viii) approve the other settlements, transactions and agreements to be effected pursuant to the Plan in all respects;

(ix) provide that all Executory Contracts or unexpired leases assumed by Quigley and assigned during the Chapter 11 Case or under the Plan shall remain in full force and effect for the benefit of Reorganized Quigley or the assignee thereof

notwithstanding any provision in such contract or lease (including those provisions described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits such assignment or transfer or that enables or requires termination of such contract or lease;

(x) provide that the transfers of property by Quigley to Reorganized Quigley in accordance with the Plan (A) are or will be legal, valid, and effective transfers of property; (B) vest or will vest Reorganized Quigley with good title to such property free and clear of all Liens, Claims, Encumbrances, and interests, except as expressly provided in the Plan or Confirmation Order; (C) do not and will not constitute avoidable transfers under the Bankruptcy Code or under applicable bankruptcy or non-bankruptcy law; and (D) do not and will not subject Reorganized Quigley to any liability by reason of such transfer under the Bankruptcy Code or under applicable non-bankruptcy law, including, without limitation, any laws affecting successor or transferee liability;

(xi) find that the Plan does not provide for the liquidation of all or substantially all of the property of Quigley, that Reorganized Quigley will continue to conduct business as an ongoing reorganized debtor, and that confirmation of the Plan is not likely to be followed by the liquidation of Reorganized Quigley or the need for further financial reorganization;

(xii) find that the Plan complies with all applicable provisions of the Bankruptcy Code, including, without limitation, that the Plan was proposed in good faith and that the Confirmation Order was not procured by fraud;

(xiii) provide that any attorney-client, work product or other privilege that applies to the Asbestos Records transferred by the Asbestos Record Parties to the Asbestos PI Trust shall not be destroyed, waived, or otherwise affected by the transfer of the Asbestos Records to the Asbestos PI Trust; and

(xiv) find that Pfizer has waived and shall be deemed to have waived any and all obligations or requirements of holders of Asbestos PI Claims who become Settling Plaintiffs under the terms of the Pfizer Claimant Settlement Agreements to reduce the amount of distributions they are entitled to receive from the Asbestos PI Trust; provided, however, that such waiver shall be null and void and of no further force and effect in the event that the Effective Date does not occur.

(e) In addition to the foregoing, the Confirmation Order shall contain the following findings of fact and conclusions of law, among others:

(i) The Asbestos PI Trust will have the sole and exclusive authority as of the Effective Date to defend all Asbestos PI Claims;

(ii) The Quigley Insurance Transfer, the Insurance Relinquishment Agreement and the AIG Assignment Agreement do not violate any consent-to-assignment provisions of any Shared Asbestos Insurance Policy, any Insurance Settlement Agreement, the AIG Insurance Settlement Agreement or any other applicable insurance policy, agreement, or contract;

(iii) The Quigley Insurance Transfer pursuant to the Plan is valid, effective and enforceable, and effectuates the transfer to the Asbestos PI Trust of the Quigley Transferred Insurance Rights; provided, however, that all Asbestos PI Insurer Coverage Defenses are preserved to the extent set forth in Section 10.4 of this Plan;

(iv) The duties, obligations and liabilities of any Asbestos Insurance Entity under all insurance policies, all Shared Asbestos Insurance Policies, all Insurance Settlement Agreements, the AIG Insurance Settlement Agreement, and all other settlement agreements, are not diminished, reduced or eliminated by: (A) the discharge of Quigley and Reorganized Quigley from all Asbestos PI Claims; (B) the injunctive protection provided to Quigley, Reorganized Quigley, the Asbestos Protected Parties, and the Settling Asbestos Insurance Entities with respect to Asbestos PI Claims; or (C) the assumption of responsibility and liability for all Asbestos PI Claims by the Asbestos PI Trust; provided, however, that all Asbestos PI Insurer Coverage Defenses are preserved to the extent set forth in Section 10.4 of this Plan;

(v) The Asbestos PI Channeling Injunction, the Settling Asbestos Insurance Entity Injunction, the Non-Settling Asbestos Insurance Entity Injunction, and the Confidentiality Injunction are essential to the Plan and Quigley's reorganization efforts;

(vi) Pfizer's contribution of the Pfizer Contribution, and Quigley's contribution of the Quigley Contribution, to the Asbestos PI Trust or Reorganized Quigley, as applicable, constitute substantial assets of the Plan and the reorganization; and

(vii) The Plan and its acceptance otherwise comply with section 1126 of the Bankruptcy Code.

(f) Pursuant to section 524(g) of the Bankruptcy Code, as a condition precedent to the issuance of the Asbestos PI Channeling Injunction, the Confirmation Order shall contain the following findings of fact and conclusions of law:

(i) At least 75% of those holders of Asbestos PI Claims actually voting on the Plan voted to accept the Plan;

(ii) The Asbestos PI Channeling Injunction, the Settling Asbestos Insurance Entity Injunction and the Non-Settling Asbestos Insurance Entity Injunction are to be implemented in accordance with the Plan and the Asbestos PI Trust, and the Confidentiality Injunction is to be implemented in accordance with the Plan;

(iii) As of the Petition Date, Quigley had been named as a defendant in personal injury, wrongful death, or property damage actions seeking recovery for damages allegedly caused by the presence of, or exposure to, asbestos or asbestos-containing products;

(iv) The Asbestos PI Trust is to be funded by securities of Quigley, the Quigley Contribution and the Pfizer Contribution, and future payment of dividends by Reorganized Quigley;

(v) The Asbestos PI Trust, on the Effective Date, will own one hundred percent (100%) of the common stock of Reorganized Quigley;

(vi) The Asbestos PI Trust is to use its assets and income to pay Asbestos PI Claims;

(vii) Quigley is likely to be subject to substantial future Demands for payment arising out of the same or similar conduct or events that gave rise to the Asbestos PI Claims, which are addressed by the Asbestos PI Channeling Injunction, the Settling Asbestos Insurance Entity Injunction and the Non-Settling Asbestos Insurance Entity Injunction;

(viii) The actual amounts, numbers, and timing of Demands cannot be determined;

(ix) Pursuit of Demands outside the procedures prescribed by the Plan and the Asbestos PI Trust Distribution Procedures is likely to threaten the Plan's purpose to deal equitably with Asbestos PI Claims;

(x) The terms of the Asbestos PI Channeling Injunction, the Settling Asbestos Insurance Entity Injunction, the Non-Settling Asbestos Insurance Entity Injunction, and the Confidentiality Injunction, including any provisions barring actions against third parties, are described in specific and conspicuous language in the Plan and the Disclosure Statement;

(xi) Pursuant to (A) the Asbestos PI Trust Distribution Procedures; (B) court order; or (C) otherwise, the Asbestos PI Trust will operate through mechanisms such as structured, periodic, or supplemental payments, pro rata distributions, matrices, or periodic review of estimates of the numbers and values of Asbestos PI Claims or other comparable mechanisms, that provide reasonable assurance that the Asbestos PI Trust will value, and be in a financial position to pay, similar Asbestos PI Claims in substantially the same manner;

(xii) The Future Demand Holders' Representative was appointed by the Bankruptcy Court as part of the proceedings leading to the issuance of the Asbestos PI Channeling Injunction, the Settling Asbestos Insurance Entity Injunction and the Non-Settling Asbestos Insurance Entity Injunction for the purpose of, among other things, protecting the rights of persons that might subsequently assert Demands of the kind that would constitute Asbestos PI Claims and are addressed in the Asbestos PI Channeling Injunction, the Settling Asbestos Insurance Entity Injunction and the Non-Settling Asbestos Insurance Entity Injunction and channeled to the Asbestos PI Trust; and

(xiii) In light of the benefits provided, or to be provided, to the Asbestos PI Trust on behalf of each Asbestos Protected Party or Settling Asbestos Insurance Entity, as applicable, the Asbestos PI Channeling Injunction and the Settling Asbestos Insurance Entity Injunction are fair and equitable with respect to the persons that might subsequently assert Demands that would constitute Asbestos PI Claims against any Asbestos Protected Party or Settling Asbestos Insurance Entity, as applicable.

Section 12.2 Conditions Precedent to the Effective Date of the Plan. The Effective Date shall not occur and the Plan shall not become effective unless and until the following conditions shall have been satisfied or waived in accordance with Section 12.3 of the Plan:

(a) The Confirmation Date shall have occurred and the Confirmation Order, in form and substance acceptable to Quigley and Pfizer, shall have been entered by the Bankruptcy Court and affirmed by the District Court or issued by the District Court, and shall have become a Final Order.

(b) No request for revocation of the Confirmation Order under section 1144 of the Bankruptcy Code shall have been made, or, if made, shall remain pending.

(c) All conditions precedent to the Confirmation Date shall have been satisfied or waived and shall continue to be satisfied or waived.

(d) The following agreements and documents, in form and substance satisfactory to Quigley and Pfizer, shall have been executed and delivered, and all conditions precedent thereto shall have been satisfied:

- (i) Amended Charter Documents;
- (ii) Asbestos PI Trust Agreement;
- (iii) AIG Assignment Agreement;
- (iv) Insurance Relinquishment Agreement; and
- (v) Documents related to Quigley Operations.

(e) All other actions, Plan Documents, and other documents and agreements necessary to implement those provisions of the Plan to be effectuated on or prior to the Effective Date, in form and substance satisfactory to Quigley and Pfizer, shall have been effected or executed and delivered.

(f) The Confirmation Order shall contain the Asbestos PI Channeling Injunction, the Settling Asbestos Insurance Entity Injunction, the Non-Settling Asbestos Insurance Entity Injunction, and the Confidentiality Injunction.

(g) Quigley shall have obtained an opinion of counsel stating that the Asbestos PI Trust qualifies as a “qualified settlement fund” within the meaning of regulations issued pursuant to section 468B of the Internal Revenue Code.

(h) On the Effective Date, Pfizer will pay to Quigley and shall satisfy the Pfizer Tax Sharing Receivable outstanding as of the last day of the month immediately preceding the Effective Date, as adjusted for any tax consequences to Pfizer and Quigley as a result of the transactions contemplated by and undertaken in the Plan.

Section 12.3 Waiver of Conditions Precedent. To the fullest extent permitted by law, each of the conditions precedent in Sections 12.1 and 12.2 hereof may be waived or modified, in whole or in part, by Quigley with the written consent of Pfizer, after consulting with the Creditors' Committee and the Future Demand Holders' Representative. Any such waiver or modification of a condition precedent in Sections 12.1 and 12.2 hereof may be effected at any time, without notice, without leave or order of the Bankruptcy Court or District Court and without any other formal action.

Section 12.4 Effect of Failure or Absence of Waiver of Conditions Precedent to the Effective Date of the Plan. In the event that one or more of the conditions specified in Section 12.2 of the Plan have not been satisfied, or waived, as applicable, by Quigley and Pfizer (after consulting with the Creditors' Committee and the Future Demand Holders' Representative), within 90 days of entry of the District Court's issuance or affirmance of an order confirming the Plan pursuant to section 524(g)(3)(A) of the Bankruptcy Code, upon notification submitted by Quigley in its discretion to the Bankruptcy Court: (a) the Confirmation Order shall be vacated; (b) no Distributions under the Plan shall be made; (c) Quigley and all holders of Claims against and Equity Interests in Quigley shall be restored to the *status quo ante* as of the day immediately preceding the Confirmation Date as though the Confirmation Date never occurred; and (d) Quigley's obligations with respect to Claims and Equity Interests shall remain unchanged. If the Confirmation Order is vacated pursuant to this Section 12.4, nothing contained in this Plan shall: (x) constitute or be deemed a waiver or release of any Claims or Equity Interests by, against, or in Quigley or any other Entity; or (y) prejudice in any manner the rights of Quigley or any other Entity in the Chapter 11 Case or any other or further proceedings involving Quigley.

### ARTICLE XIII

#### JURISDICTION OF BANKRUPTCY COURT

Section 13.1 Retention of Jurisdiction. Pursuant to sections 105(a) and 1142 of the Bankruptcy Code, the Bankruptcy Court shall, to the fullest extent permitted by law, retain and have exclusive jurisdiction over all matters arising out of and related to the Chapter 11 Case and this Plan, including, among other things, jurisdiction to:

(a) Hear and determine any and all objections to and proceedings involving the allowance, estimation, classification, and subordination of Claims (other than Asbestos PI Claims) or Equity Interests;

(b) Hear and determine any and all adversary proceedings, applications, motions, and contested or litigated matters that may be pending on the Effective Date or that, pursuant to the Plan, may be instituted by the Asbestos PI Trust after the Effective Date, to recover assets for the benefit of the Estate or the Asbestos PI Trust;

(c) Hear and determine all objections to the termination of the Asbestos PI Trust;

(d) Hear and determine such other matters that may be set forth in or arise in connection with the Plan, the Confirmation Order, the Asbestos PI Channeling Injunction, the Settling Asbestos Insurance Entity Injunction, the Non-Settling Asbestos Insurance Entity Injunction, the Confidentiality Injunction, or the Asbestos PI Trust Agreement;

(e) Hear and determine any proceeding that involves the validity, application, construction, enforceability, or modification of the Asbestos PI Channeling Injunction, the Settling Asbestos Insurance Entity Injunction, the Non-Settling Asbestos Insurance Entity Injunction, or the Confidentiality Injunction;

(f) Hear and determine any conflict or other issues that may arise in the Chapter 11 Case and the administration of the Asbestos PI Trust;

(g) Enter such orders as are necessary to implement and enforce the injunctions described herein, including, if necessary, orders extending the protections afforded by section 524(g) of the Bankruptcy Code to the Settling Asbestos Insurance Entities and the Asbestos Protected Parties;

(h) Hear and determine any and all applications for allowance of Fee Claims and any other fees and expenses authorized to be paid or reimbursed under the Bankruptcy Code or the Plan;

(i) Enter such orders authorizing non-material modifications to the Plan as may be necessary to comply with section 468B of the Internal Revenue Code;

(j) Hear and determine any applications pending on the Effective Date for the assumption, rejection or assumption and assignment, as the case may be, of Executory Contracts to which Quigley is a party or with respect to which Quigley may be liable, and to hear and determine and, if necessary, liquidate any and all Claims arising therefrom;

(k) Hear and determine any and all applications, Claims, causes of action, adversary proceedings, and contested or litigated matters that may be pending on the Effective Date or commenced by Reorganized Quigley or any other party in interest subsequent to the Effective Date;

(l) Consider any modifications of the Plan, remedy any defect or omission or reconcile any inconsistency in any order of the Bankruptcy Court, including the Confirmation Order, to the extent authorized by the Bankruptcy Code;

(m) Hear and determine all controversies, suits, and disputes that may arise in connection with the interpretation, enforcement, or consummation of the Plan or any Entity's obligations hereunder, including, but not limited to, performance of Quigley's duties under the Plan;

(n) Hear and determine any proposed compromise and settlement of any Claim against or cause of action by or against Quigley;

(o) Issue orders in aid of confirmation, consummation and execution of the Plan to the extent authorized by section 1142 of the Bankruptcy Code;

(p) Hear and determine such other matters as may be set forth in the Confirmation Order or other orders of the Bankruptcy Court, or which may arise in connection with the Plan, the Confirmation Order, or the Effective Date, as may be authorized under the provisions of the Bankruptcy Code or any other applicable law;

(q) Hear and determine any timely objections to Administrative Claims or to Proofs of Claim filed, both before and after the Confirmation Date, including any objections to the classification of any Claim, and to Allow or Disallow any Disputed Claim, in whole or in part;

(r) Hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

(s) Compel the conveyance of property and other performance contemplated under the Plan and documents executed in connection herewith;

(t) Enforce remedies upon any default under the Plan;

(u) Hear and determine any other matter not inconsistent with the Bankruptcy Code; and

(v) Enter a final decree closing the Chapter 11 Case.

If and to the extent that the Bankruptcy Court is not permitted under applicable law to exercise jurisdiction over any of the matters specified above, the reference to the “Bankruptcy Court” in the preamble to this Section 13.1 shall be deemed to be a reference to the “District Court.” Notwithstanding the terms of this Section 13.1, the Bankruptcy Court shall retain continuing, but not exclusive, jurisdiction over Asbestos Insurance Actions; provided, however, that this Section 13.1 shall not confer or grant jurisdiction to the Bankruptcy Court when the Asbestos Insurance Action is governed by an otherwise applicable arbitration provision. Notwithstanding anything in this Section 13.1 to the contrary, the Asbestos PI Trust Agreement and the Asbestos PI Trust Distribution Procedures shall govern the satisfaction of Asbestos PI Claims and the forum in which such Asbestos PI Claims shall be determined.

Section 13.2 Modification of Plan. Quigley may alter, amend, or modify this Plan or any Schedules or Exhibits thereto, with the consent of Pfizer, under section 1127(a) of the Bankruptcy Code at any time prior to the Confirmation Date and may include any such amended Schedules or Exhibits in the Plan or the Plan Supplement, provided that the Plan, as modified, meets the requirements of sections 1122 and 1123 of the Bankruptcy Code, and Quigley shall have complied with section 1125 of the Bankruptcy Code, to the extent necessary. Quigley may alter, amend, or modify this Plan or any Schedules or Exhibits thereto, with the written consent of Pfizer, at any time after entry of the Confirmation Order and before the Plan’s substantial consummation; provided, however, that: (a) the Plan, as modified, altered, or amended, meets the requirements of sections 1122 and 1123 of the Bankruptcy Code; and (b) the Bankruptcy Court, after notice and a hearing, confirms the Plan, as modified, under section 1129

of the Bankruptcy Code, and the circumstances warrant such modification. A holder of a Claim that has accepted or rejected the Plan shall be deemed to have accepted or rejected, as the case may be, such Plan as modified, unless, within the time fixed by the Bankruptcy Court, if any, such holder changes its previous acceptance or rejection.

Section 13.3 Compromises of Controversies. From and after the Effective Date, Reorganized Quigley shall be authorized to compromise controversies not involving the Asbestos PI Trust or Asbestos PI Claims on such terms as Reorganized Quigley may determine, in its sole discretion, to be appropriate.

Section 13.4 Petition for Final Decree. The Chapter 11 Case shall not be deemed fully administered until all Claims (other than Asbestos PI Claims) and contested matters brought or to be brought by Quigley or Reorganized Quigley, as the case may be, have been adjudicated by Final Order, and all Distributions to be made under this Plan (other than distributions to be made by the Asbestos PI Trust to the holders of Asbestos PI Claims) have been completed. At such time, Reorganized Quigley shall petition the Bankruptcy Court for entry of a final decree declaring the case fully administered. Upon entry of an order of the Bankruptcy Court granting Reorganized Quigley's application for a final decree, which order shall have become a Final Order, the Chapter 11 Case shall be closed.

Section 13.5 Preservation of Rights under Rule 2004 of the Bankruptcy Rules. From and after the Effective Date and until the Chapter 11 Case is closed in accordance with Section 13.4 above, Reorganized Quigley shall continue to have all rights available to Quigley prior to the Effective Date pursuant to Rule 2004 of the Bankruptcy Rules.

Section 13.6 Revocation or Withdrawal of the Plan. Quigley reserves the right to revoke or withdraw the Plan, with the written consent of Pfizer, at any time prior to entry of the Confirmation Order. If Quigley revokes or withdraws the Plan or if confirmation of the Plan does not occur, then: (a) this Plan shall be null and void in all respects; (b) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount any Claim or Equity Interest or Class of Claims or Equity Interests), assumption or rejection of Executory Contracts or leases effected by this Plan, and any document or agreement executed pursuant to this Plan, shall be deemed null and void; (c) Pfizer's waiver of any obligations or requirements of holders of Asbestos PI Claims who become Settling Plaintiffs under the terms of the Pfizer Claimant Settlement Agreements to reduce the amount of distributions they are entitled to receive from the Asbestos PI Trust shall be null and void and of no further force or effect; and (d) nothing contained in this Plan, and no acts taken in preparation for consummation of this Plan, shall: (x) constitute or be deemed to constitute a waiver or release of any Claims by or against, or any Equity Interests in, Quigley or any other Entity; (y) prejudice in any manner the rights of Quigley or any Entity in any further proceedings involving Quigley; or (z) constitute an admission of any sort by Quigley or any other Entity.

## ARTICLE XIV

### MISCELLANEOUS PROVISIONS

Section 14.1 Governing Law. Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules), or a Schedule or Exhibit hereto or instrument, agreement or other document executed under the Plan provides otherwise, the rights, duties and obligations arising under the Plan, and the instruments, agreements and other documents executed in connection with the Plan, shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York without giving effect to the principles of conflicts of law thereof.

Section 14.2 Notices. Any notice, statement, or other report required or permitted by this Plan must be: (i) in writing and shall be deemed given when: (a) delivered personally to the recipient; (b) sent by facsimile before 5:00 p.m. prevailing New York time on a Business Day with a copy of such facsimile sent to the recipient by reputable overnight courier service (charges prepaid) on the same day; (c) five (5) days after deposit in the United States mail, mailed by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid); and (ii) addressed to the parties to whom such notice, statement or report is directed (and, if required, its counsel) at the addresses set forth below, or at such other address as such party may designate from time to time in writing in accordance with this Section 14.2.

If to Quigley:

Quigley Company, Inc.  
235 East 42nd Street  
Mail Stop 235/7/88  
New York, New York 10017  
Attention: Kim D. Jenkins

with a copy (which will not constitute notice) to:

Schulte Roth & Zabel LLP  
919 Third Avenue  
New York, New York 10022  
Attention: Michael L. Cook, Esq.  
Lawrence V. Gelber, Esq.

If to the Creditors' Committee:

Caplin & Drysdale, Chartered  
399 Park Avenue  
New York, New York 10022  
Attention: Elihu Inselbuch, Esq.  
Rita C. Tobin, Esq.

-and-

Caplin & Drysdale, Chartered  
One Thomas Circle, NW  
Washington, D.C. 20005  
Attention: Ronald Reinsel, Esq.

If to Pfizer:

Pfizer Inc  
235 East 42<sup>nd</sup> Street  
New York, New York 10017  
Attention: Daniel Thacker, Esq.  
Malini Moorthy, Esq.

with a copy (which will not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP  
Four Times Square  
New York, New York 10036  
Attention: Jay Goffman, Esq.  
George Zimmerman, Esq.

-and-

Quinn Emanuel Urquhart & Sullivan LLP  
51 Madison Avenue  
New York, New York 10010  
Attention: Sheila Birnbaum, Esq.  
Bert L. Wolff, Esq.

If to the Future Demand Holders' Representative:

Togut, Segal & Segal LLP  
One Penn Plaza  
Suite 3335  
New York, New York 10119  
Attention: Albert Togut, Esq.

with a copy (which will not constitute notice) to:

Togut, Segal & Segal LLP  
One Penn Plaza  
Suite 3335  
New York, New York 10119  
Attention: Richard K. Milin, Esq.

Section 14.3 Further Documents and Action. Quigley, with the written consent of Pfizer, or Reorganized Quigley shall execute and be authorized to file with the Bankruptcy Court such agreements and other documents, take or cause to be taken such action, and deliver

such documents or information as may be necessary or appropriate to effect and further evidence the terms and conditions of the Plan and to consummate the transactions and transfers contemplated by the Plan. Quigley and Reorganized Quigley, and all other parties, including all holders of Claims entitled to receive Distributions under the Plan, shall execute any and all documents and instruments that must be executed under or in connection with the Plan in order to implement the terms of the Plan or to effectuate the Distributions under the Plan, provided that such documents and instruments are reasonably acceptable to such party or parties.

Section 14.4 Plan Supplement. Any and all Exhibits, lists, or Schedules referred to herein but not filed with this Plan shall be contained in the Plan Supplement and filed with the Clerk of the Bankruptcy Court at least five (5) Business Days prior to the deadline for the filing and service of objections to the Plan. Thereafter, the Plan Supplement will be available for inspection in the office of the Clerk of the Bankruptcy Court during normal court hours and at Quigley's Internet site (<http://www.bmcgroup.com/quigley>). Claimants also may obtain a copy of the Plan Supplement, once filed, from Quigley by written request sent to the following address:

If Sent by U.S. Mail:  
BMC Group, Inc.  
Quigley Company, Inc.  
PO Box 3020  
Chanhassen, MN 55317-3020

If by Overnight Courier or Hand Delivery:  
BMC Group, Inc.  
Quigley Company, Inc.  
18750 Lake Drive East  
Chanhassen, MN 55317

Section 14.5 Inconsistencies. To the extent the Plan is inconsistent with the Disclosure Statement, the provisions of the Plan shall be controlling. To the extent the Plan is inconsistent with the Confirmation Order, the provisions of the Confirmation Order shall be controlling.

Section 14.6 Reservation of Rights. If the Plan is not confirmed by a Final Order, or if the Plan is confirmed and does not become effective, the rights of all parties in interest in the Chapter 11 Case are and shall be reserved in full. Any concessions or settlements reflected herein, if any, are made for purposes of the Plan only, and if the Plan does not become effective, no party in interest in the Chapter 11 Case shall be bound or deemed prejudiced by any such concession or settlement.

Section 14.7 Tax Reporting and Compliance. In connection with the Plan and all instruments issued in connection therewith and Distributions thereon, Quigley, and Reorganized Quigley, shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority and all Distributions hereunder shall be subject to any such withholding and reporting requirements. No holder of an Allowed Claim against Quigley shall effectuate any withholding with respect to the cancellation or satisfaction

of such Allowed Claim under the Plan. Reorganized Quigley is hereby authorized to request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all taxable periods of Quigley ending after the Petition Date through, and including, the Effective Date of the Plan.

Section 14.8 Exemption from Transfer Taxes. Pursuant to section 1146(a) of the Bankruptcy Code, applicable to the Chapter 11 Case, the issuance, transfer, or exchange of notes or equity securities under the Plan, the creation of any mortgage, deed of trust, or other security interest, the making or assignment of any lease or sublease, or the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, including, without limitation, Pfizer's contribution or transfer of the Quigley Operations to Reorganized Quigley, shall be exempt from all taxes as provided in such section 1146(a).

Section 14.9 Binding Effect. The rights, benefits and obligations of any Entity named or referred to in the Plan, or whose actions may be required to effectuate the terms of the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Entity (including, but not limited to, any trustee appointed for Quigley under chapters 7 or 11 of the Bankruptcy Code). The Confirmation Order shall provide that the terms and provisions of the Plan and the Confirmation Order shall survive and remain effective after entry of any order which may be entered converting the Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, and the terms and provisions of the Plan shall continue to be effective in this or any superseding case under the Bankruptcy Code.

Section 14.10 Severability. At the option of Quigley or Reorganized Quigley, as the case may be, Pfizer, the Creditors' Committee and the Future Demand Holders' Representative, acting jointly, any provision of the Plan, the Confirmation Order, the Asbestos PI Channeling Injunction, the Settling Asbestos Insurance Entity Injunction, the Non-Settling Asbestos Insurance Entity Injunction, the Confidentiality Injunction, or any of the Exhibits to the Plan that is determined to be prohibited, unenforceable, or invalid by a court of competent jurisdiction or any other governmental Entity with appropriate jurisdiction shall, as to any jurisdiction in which such provision is prohibited, unenforceable, or invalidated, be ineffective to the extent of such prohibition, unenforceability, or invalidation without invalidating the effectiveness of the remaining provisions of the Plan, the Confirmation Order, the Asbestos PI Channeling Injunction, the Settling Asbestos Insurance Entity Injunction, the Non-Settling Asbestos Insurance Entity Injunction, the Confidentiality Injunction, and the Exhibits to the Plan or affect the validity or enforceability of such provisions in any other jurisdiction.

Section 14.11 Further Authorizations. Quigley, and, after the Effective Date, the Asbestos PI Trust, if and to the extent necessary, may seek such orders, judgments, injunctions, and rulings that it deems necessary to carry out further the intentions and purposes of, and to give full effect to the provisions of, the Plan.

Section 14.12 Payment of Statutory Fees. All fees payable under section 1930 of title 28 of the United States Code, as determined by the Bankruptcy Court at the Confirmation Hearing, shall be paid on or before the Effective Date. Reorganized Quigley shall pay all such fees that arise after the Effective Date but before the closing of the Chapter 11 Case.

Section 14.13 Prepayment. Except as otherwise provided in this Plan, the Plan Documents, or the Confirmation Order, Reorganized Quigley shall have the right to prepay, without penalty, all or any portion of an Allowed Claim at any time; provided, however, that any such prepayment shall not be violative of, or otherwise prejudice, the relative priorities and parities among the Classes of Claims.

Section 14.14 Effective Date Actions Simultaneous. Unless the Plan or the Confirmation Order provides otherwise, actions required to be taken on the Effective Date shall take place and be deemed to have occurred simultaneously, and no such action shall be deemed to have occurred prior to the taking of any other such action.

[END OF TEXT]

**IN WITNESS WHEREOF**, the undersigned has duly executed the Plan as of the date first above written.

Respectfully submitted,

**QUIGLEY COMPANY, INC.**

By: /s/ Kim D. Jenkins

Name: Kim D. Jenkins

Title: President

New York, New York  
June 29, 2012  
(As modified, June 26, 2013)

SCHULTE ROTH & ZABEL LLP  
Attorneys for Quigley Company, Inc.,  
Debtor and Debtor-in-Possession

By: /s/ Michael L. Cook

Michael L. Cook  
Lawrence V. Gelber  
919 Third Avenue  
New York, New York 10022  
Telephone: (212) 756-2000  
Facsimile: (212) 593-5955

**SCHEDULE 1**

**TO**

**QUIGLEY COMPANY, INC. FIFTH AMENDED AND RESTATED PLAN OF  
REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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**PFIZER INC AFFILIATES**

## Pfizer Inc. Entities as of June 25, 2013

Company Name	Country
Pfizer Pharm Algerie	Algeria
Pfizer Saidal Manufacturing	Algeria
Pfizer Limitada	Angola
Pfizer S.R.L.	Argentina
Fort Dodge Australia Pty. Limited - In Liquidation	Australia
Pfizer (Perth) Pty Limited	Australia
Pfizer Australia Holdings Pty Limited	Australia
Pfizer Australia Investments Pty. Ltd.	Australia
Pfizer Australia Pty Limited	Australia
Pfizer ESP Pty Ltd	Australia
Pfizer WBB Australia Pty Ltd	Australia
Wyeth Consumer Healthcare Pty. Limited - in Liquidation	Australia
Pfizer Corporation Austria Gesellschaft m.b.H.	Austria
Wyeth Whitehall Export GmbH	Austria
Parke Davis International Limited - In Liquidation	Bahamas
AHP FSC (Barbados) Ltd. - In Liquidation	Barbados
Continental Pharma, Inc.	Belgium
Lothian Developments V SPRL	Belgium
Pfizer Financial Services N.V./S.A.	Belgium
Pfizer Manufacturing Belgium N.V.	Belgium
Pfizer S.A. (Belgium)	Belgium
Pfizer Service Company BVBA	Belgium
Wyeth Lederle Vaccines S.A.	Belgium
Pfizer International Investments Ltd.	Bermuda
Searle Ltd. (In Liquidation 12/17/2012)	Bermuda
Pfizer Bolivia S.A.	Bolivia
Pfizer BH D.o.o.	Bosnia and Herzegovina
Fort Dodge Manufatura Ltda.	Brazil
Laboratorio Teuto Brasileiro S.A.	Brazil
Laboratorios Pfizer Ltda.	Brazil
PAH Brasil Participacoes Ltda	Brazil
Pfizer Medicamentos Genericos e Participacoes Ltda.	Brazil
Pfizer Prev - Sociedade de Previdencia Privada	Brazil
Pharmacia Brasil Ltda.	Brazil
RMV Produtos Veterinarios Ltda.	Brazil
Sao Cristovao Participacoes Ltda.	Brazil
Wyeth Industria Farmaceutica Ltda.	Brazil
Wyeth Prev-Sociedade de Previdencia Privada	Brazil
412357 Ontario Inc. - In Liquidation	Canada
Coley Pharmaceutical Group, Ltd.	Canada

Encysive Canada Inc.	Canada
Pfizer Canada Inc.	Canada
Wyeth Canada ULC	Canada
Pfizer Pharmaceuticals Limited	Cayman Islands
Laboratorios Wyeth LLC	Chile
Pfizer Chile S.A.	Chile
Roerig S.A.	Chile
Pfizer (China) Research and Development Co. Ltd.	China
Pfizer (Wuhan) Research and Development Co. Ltd.	China
Pfizer Finance Share Service (Dalian) Co., Ltd.	China
Pfizer International Trading (Shanghai) Limited	China
Pfizer Investment Co. Ltd.	China
Pfizer Pharmaceutical (Wuxi) Co., Ltd.	China
Pfizer Pharmaceuticals Ltd.	China
Shanghai Wyeth Nutritional Company Limited - In Liquidation	China
Wyeth Pharmaceutical Co., Ltd.	China
Laboratorios Ayerst Hormona S.A. - En Liquidación	Colombia
Pfizer S.A.S.	Colombia
Pfizer Zona Franca, S.A.	Costa Rica
Pfizer, S.A.	Costa Rica
Pfizer Croatia d.o.o.	Croatia
Pfizer, spol. s r.o.	Czech Republic
Ferrosan A/S	Denmark
Ferrosan Holding A/S	Denmark
Ferrosan International A/S	Denmark
Pfizer ApS	Denmark
Vesterå lens Naturprodukter A/S	Denmark
Fort Dodge Dominicana, S.A. - In Liquidation	Dominican Republic
Pfizer Dominicana, S.A.	Dominican Republic
Pfizer Cia. Ltda.	Ecuador
Pfizer Africa & Middle East for Pharmaceuticals, Veterinary Products & Chemicals S.A.E.	Egypt
Pfizer Egypt S.A.E.	Egypt
Pfizer Middle East for Pharmaceuticals, Animal Health and Chemicals S.A.E.	Egypt
Warner-Lambert de El Salvador, S.A. de C.V.	El Salvador
Kiinteistö oy Espoon Pellavaniementie 14	Finland
Pfizer Oy	Finland
Vesterå lens Naturprodukter OY	Finland
Pfizer (S.A.S.)	France
Pfizer France International Investments SAS	France
Pfizer France Investment Holdings	France
Pfizer Holding France (S.C.A.)	France
Pfizer International Operations (S.A.S.)	France
Pfizer PGM (S.A.S.)	France

Pfizer PGRD (S.A.S.)	France
Pfizer Santé Familiale SAS	France
Pfizer Services 1 (S.N.C.)	France
Pfizer Services 3 (S.N.C.)	France
Pfizer Services 4 (S.N.C.)	France
Rivepar (S.A.S.)	France
Coley Pharmaceutical GmbH	Germany
FPZ AG	Germany
FPZ GmbH	Germany
Pfizer Consumer Healthcare GmbH	Germany
Pfizer Deutschland GmbH	Germany
Pfizer Finance GmbH & Co. KG	Germany
Pfizer Finance Verwaltungs GmbH	Germany
Pfizer GmbH	Germany
Pfizer Manufacturing Deutschland GmbH	Germany
Pfizer Pharma GmbH	Germany
Pharmacia GmbH	Germany
Pfizer Specialities Ghana	Ghana
Pfizer Hellas, A.E.	Greece
Compania Farmaceutica Upjohn, S.A.	Guatemala
Industrial Santa Agape, S.A.	Guatemala
Warner-Lambert Guatemala, Sociedad Anonima	Guatemala
WL de Guatemala, Sociedad Anonima	Guatemala
Pfizer Caribe Limited - In Liquidation	Guernsey
Warner-Lambert de Honduras, Sociedad Anonima	Honduras
Fort Dodge (Hong Kong) Limited	Hong Kong
Korea Pharma Holding Company Limited	Hong Kong
Parke Davis Limited	Hong Kong
Pfizer (Far East) Limited	Hong Kong
Pfizer (H.K.) Holding Limited	Hong Kong
Pfizer Corporation Hong Kong Limited	Hong Kong
Pfizer HK Service Company Limited	Hong Kong
Wyeth (Far East) Limited	Hong Kong
C.P. Pharma Gyógyszerkereskedelmi Korlátolt Felelősségű Társaság	Hungary
Pfizer Hungary Asset Management LLC - In Dissolution	Hungary
Pfizer Pharmaceutical Trading Limited Liability Company (a/k/a Pfizer Kft. or Pfizer LLC)	Hungary
Wyeth KFT.	Hungary
Pfizer Animal Pharma Private Limited	India
Pfizer Limited	India
Pfizer Products India Private Limited	India
Wyeth Limited	India
Wyeth Pharmaceuticals India Private Limited	India
PT. Fort Dodge Indonesia	Indonesia

PT. Pfidex Pharma - In Liquidation	Indonesia
PT. Pfizer Indonesia	Indonesia
Alpharma Ireland Limited	Ireland
Covx Technologies Ireland Limited	Ireland
Eurovita Trading Limited	Ireland
Grangematic Limited	Ireland
Monarch Pharmaceuticals Ireland Limited	Ireland
Pfizer Biologics Ireland Holdings Limited	Ireland
Pfizer Biotechnology Ireland	Ireland
Pfizer Cork Limited	Ireland
Pfizer Distribution Company	Ireland
Pfizer Export Company	Ireland
Pfizer Global Supply	Ireland
Pfizer Global Trading	Ireland
Pfizer Healthcare Ireland	Ireland
Pfizer Holding Ventures	Ireland
Pfizer Holdings Europe	Ireland
Pfizer International Business Europe	Ireland
Pfizer International Holdings	Ireland
Pfizer Investment Capital	Ireland
Pfizer Ireland Investments Limited	Ireland
Pfizer Ireland Pharmaceuticals	Ireland
Pfizer Ireland Ventures	Ireland
Pfizer Leasing Ireland Limited	Ireland
Pfizer Manufacturing Ireland	Ireland
Pfizer Manufacturing Services	Ireland
Pfizer PHF	Ireland
Pfizer Science and Technology Ireland Limited	Ireland
Pfizer Service Company Ireland	Ireland
Pfizer Shared Services	Ireland
Pfizer Transactions Ireland	Ireland
Pharmacia Ireland	Ireland
Prosec (Ireland) Limited - In Liquidation	Ireland
Trans-Europe Assurance Limited	Ireland
Warner-Lambert Pottery Road Limited - In Liquidation	Ireland
Wyeth (Ireland) Limited - In Voluntary Liquidation	Ireland
Wyeth Pharmaceuticals Limited	Ireland
Wyeth Research Ireland Limited	Ireland
Pfizer Pharmaceuticals Israel Ltd.	Israel
Fondazione Pfizer	Italy
Pfizer Italia S.r.l.	Italy
Pharmacia & Upjohn S.p.A. - In Liquidation	Italy
Wyeth Lederle S.r.l.	Italy
Pfizer Global Supply Japan Inc.	Japan

Pfizer Holdings K.K.	Japan
Pfizer Japan Inc.	Japan
Parke Davis & Co. Limited - In Liquidation	Jersey
Pfizer Domestic Ventures Limited	Jersey
Pfizer Healthcare Holdings Company Unlimited	Jersey
Pfizer Holdings Turkey Limited	Jersey
Pfizer Jersey Capital Limited	Jersey
Pfizer Jersey Company Limited	Jersey
Pfizer Jersey Finance Limited	Jersey
Pfizer Searle Investment Limited	Jersey
Pfizer Sterling Investments Limited	Jersey
Pfizer Strategic Investment Company Limited	Jersey
Pfizer Laboratories Limited	Kenya
Warner-Lambert (East Africa) Limited - In Liquidation	Kenya
Warner-Lambert Kenya Limited - In Liquidation	Kenya
Pfizer Pharmaceuticals Korea Limited	Korea, Republic of
Wyeth Korea, Inc.	Korea, Republic of
Alpha-Lux Investments S.à.r.l.	Luxembourg
Alpharma International (Luxembourg) Sarl	Luxembourg
PAH Luxembourg 5 SARL	Luxembourg
PF PRISM Holdings S.a.r.l.	Luxembourg
PF Prism S.à.r.l.	Luxembourg
Pfizer AsiaPac Holdings SARL	Luxembourg
Pfizer Asset Management Luxembourg SARL	Luxembourg
Pfizer Atlantic Holdings S.a.r.l.	Luxembourg
Pfizer Continental Holdings SARL	Luxembourg
Pfizer Enterprises SARL	Luxembourg
Pfizer Europe Holdings SARL	Luxembourg
Pfizer Global Investments SARL	Luxembourg
Pfizer Holdings International Luxembourg (PHIL) Sarl	Luxembourg
Pfizer Holdings Luxembourg SARL	Luxembourg
Pfizer Holdings North America SARL	Luxembourg
Pfizer International Luxembourg SA	Luxembourg
Pfizer Investment Holdings S.a.r.l.	Luxembourg
Pfizer Luxco Holdings Sarl	Luxembourg
Pfizer Luxembourg Global Holdings SARL	Luxembourg
Pfizer Luxembourg SARL	Luxembourg
Pfizer Mexico Luxco SARL	Luxembourg
Pfizer Precision Holdings SARL	Luxembourg
Pfizer Shareholdings Intermediate SARL	Luxembourg
Pfizer Transactions Luxembourg SARL	Luxembourg
Pfizer Warner Lambert Luxembourg SARL	Luxembourg
PHIVCO Holdco S.à r.l.	Luxembourg
PHIVCO Luxembourg SARL	Luxembourg

Wyeth Ayerst SARL	Luxembourg
Wyeth Whitehall SARL	Luxembourg
Pfizer (Malaysia) Sdn Bhd	Malaysia
Pfizer Parke Davis Sdn. Bhd.	Malaysia
Blue Point Provider, S. de R.L. de C.V.	Mexico
Blue Umbrella First Aid, S. de R.L. de C.V.	Mexico
Blue Umbrella Services, S. de R.L. de C.V.	Mexico
C.P. Pharma Services Corporation, S. de R.L. de C.V.	Mexico
Cyanamid de Mexico, S. de R.L. de C.V. - In Liquidation	Mexico
Pfizer Mexico, S.A. de C.V.	Mexico
Pfizer, S.A. de C.V.	Mexico
Pharmacia & Upjohn, S.A. de C.V.	Mexico
Servicios P&U, S. de R.L. de C.V.	Mexico
Laboratoires Pfizer SA	Morocco
A S Ruffel (Mozambique) Limitada	Mozambique
Pfizer Namibia (Proprietary) Limited	Namibia
AHP Holdings B.V.	Netherlands
AHP Manufacturing B.V.	Netherlands
C.E. Commercial Holdings C.V.	Netherlands
C.E. Commercial Investments C.V.	Netherlands
C.E. Holdings Europe C.V.	Netherlands
C.P. Pharmaceuticals International C.V.	Netherlands
Jouveinal Holland B.V. - In Liquidation	Netherlands
PAH Panama B.V.	Netherlands
PF Americas Holding C.V.	Netherlands
PF Asia Manufacturing Coöperatief U.A.	Netherlands
PF PR Holdings C.V.	Netherlands
PF PRISM C.V.	Netherlands
Pfizer Alpine Holdings Cooperatief U.A.	Netherlands
Pfizer Australia Holdings B.V.	Netherlands
Pfizer Australia Investments B.V.	Netherlands
Pfizer B.V.	Netherlands
Pfizer Baltic Holdings B.V.	Netherlands
Pfizer Business Enterprises C.V.	Netherlands
Pfizer Commercial Holdings Coöperatief U.A.	Netherlands
Pfizer East India B.V.	Netherlands
Pfizer Eastern Investments B.V.	Netherlands
Pfizer France Coöperatief U.A.	Netherlands
Pfizer Global Holdings B.V.	Netherlands
Pfizer Himalaya Holdings Coöperatief U.A.	Netherlands
Pfizer Holdings Netherlands B.V. - In Liquidation	Netherlands
Pfizer Holland Holdings B.V.	Netherlands
Pfizer Investments Netherlands B.V.	Netherlands
Pfizer Manufacturing Holdings Coöperatief U.A.	Netherlands

Pfizer OTC B.V.	Netherlands
Pfizer Pacific Coöperatief U.A.	Netherlands
Pfizer Pacific Holdings B.V.	Netherlands
Pfizer Pacific Investments B.V.	Netherlands
Pfizer Pharmaceuticals B.V.	Netherlands
Pfizer Pharmaceuticals Global Coöperatief U.A.	Netherlands
Pfizer Philippines Holdings B.V.	Netherlands
Pfizer Spain Holdings Coöperatief U.A.	Netherlands
Pharmacia International B.V.	Netherlands
Pfizer New Zealand Limited	New Zealand
Pfizer Specialties Limited	Nigeria
Nordic Sales Group AS	Norway
Pfizer AS	Norway
Vesterålens Naturprodukter AS	Norway
Pfizer Pakistan Limited	Pakistan
Wyeth Pakistan Limited	Pakistan
Ferrosan Finance S.A.	Panama
Pfizer Corporation	Panama
Pfizer Free Zone Panama, S. de R.L.	Panama
Pfizer International S. de R.L.	Panama
Pharmacia de Centroamerica S.A.	Panama
Pfizer Luxembourg Sarl – Sucursal Paraguay	Paraguay
Industria Kolana S.A. - In Liquidation	Peru
Laboratorios Wyeth S.A.	Peru
Pfizer S.A.	Peru
A. H. Robins (Philippines) Company, Inc.	Philippines
Pfizer Parke Davis	Philippines
Pfizer Philippines Foundation, Inc	Philippines
Pfizer, Inc.	Philippines
Wyeth Philippines, Co. Ltd.	Philippines
Ferrosan Poland Sp. z o.o. w likwidacji	Poland
Pfizer Polska Sp. z.o.o.	Poland
Pfizer Trading Polska sp.z.o.o.	Poland
Carlerba - Produtos Químicos e Farmacêuticos, Lda.	Portugal
Farminova Produtos Farmaceuticos de Inovacao, Lda.	Portugal
Farmogene Productos Farmaceuticos Lda	Portugal
Instituto Pasteur de Lisboa Virgínio Leitao Vieira dos Santos & Filhos S.A.	Portugal
Laboratórios Pfizer, Lda.	Portugal
Parke Davis Productos Farmaceuticos Lda	Portugal
Pfizer S.G.P.S. Lda.	Portugal
Roerig Produtos Farmaceuticos, Lda.	Portugal
Searle Laboratorios, Lda.	Portugal
Sinergis Farma-Produtos Farmaceuticos, Lda.	Portugal
Upjohn Laboratorios Lda.	Portugal

Warner-Lambert de Puerto Rico, Inc.	Puerto Rico
Wyeth Pharmaceuticals Company	Puerto Rico
Wyeth Puerto Rico, Inc.	Puerto Rico
Ferrosan S.R.L.	Romania
Pfizer Romania SRL	Romania
A/O Pfizer	Russian Federation
LLC Ferrosan Consumer Health	Russian Federation
Pfizer LLC	Russian Federation
Pfizer Saudi Limited	Saudi Arabia
Pfizer Afrique de L'Ouest	Senegal
Yusafarm D.O.O.	Serbia
Pfizer Asia Manufacturing Pte. Ltd.	Singapore
Pfizer Asia Pacific Pte Ltd.	Singapore
Pfizer CentreSource Asia Pacific Pte. Ltd.	Singapore
Pfizer Parke Davis Pte. Ltd.	Singapore
Pfizer Private Ltd.	Singapore
Pfizer Singapore Trading Pte. Ltd.	Singapore
Wyeth Regional Manufacturing (Singapore) PTE. LTD.	Singapore
G. D. Searle South Africa (Pty) Ltd. - In Liquidation	South Africa
Pfizer Laboratories (Pty) Limited	South Africa
Pharmacia South Africa (Pty) Ltd	South Africa
BINESA 2002, S.L.	Spain
Fundacion Pfizer	Spain
Invicta Farma, S.A.	Spain
Laboratorios Parke Davis, S.L.	Spain
Nostrum Farma, S.A.	Spain
Pfizer, S.L.	Spain
Pharmacia Grupo Pfizer, S.L.	Spain
Vinci Farma, S.A.	Spain
Wyeth Farma, S.A.	Spain
Ferrosan AB	Sweden
Hälseprodukter Forserum AB	Sweden
Kommanditbolaget Hus Gron	Sweden
Pfizer AB	Sweden
Pfizer Export AB	Sweden
Pfizer Health AB	Sweden
Pfizer International Sweden	Sweden
Pharmacia Holding AB	Sweden
Prosec Forsakrings AB (Prosec Insurance Co. Ltd.)	Sweden
Vesterålens Naturprodukter AB	Sweden
Wyeth AB	Sweden
Pfizer AG	Switzerland
Warner-Lambert Company AG	Switzerland
Pfizer Biotech Corporation	Taiwan

Pfizer Limited	Taiwan
Pfizer Limited	Tanzania, United Republic of
Warner-Lambert (Tanzania), Limited	Tanzania, United Republic of
O.C.T. (Thailand) Ltd.	Thailand
Pfizer (Thailand) Limited	Thailand
Pfizer Parke Davis (Thailand) Ltd.	Thailand
Warner-Lambert (Thailand) Limited	Thailand
Wyeth (Thailand) Ltd.	Thailand
Pfizer Pharmaceuticals Tunisie Sarl	Tunisia
Pfizer Tunisie SA	Tunisia
Nutrifarma Ferrosan Sağlık Ürün ve Hizmetleri A.Ş.	Turkey
Pfizer İlaçları Limited Şirketi	Turkey
Warner Lambert İlaç Sanayi ve Ticaret Limited Şirketi	Turkey
Fort Dodge Animal Health Limited [Uganda] - Up for Closure	Uganda
Pfizer Limited	Uganda
Pfizer Ukraine LLC	Ukraine
Pfizer Gulf FZ-LLC	United Arab Emirates
Wyeth Pharmaceuticals FZ-LLC	United Arab Emirates
American Home Products Holdings (U.K.) Limited	United Kingdom
Catapult Systems Limited - In Liquidation	United Kingdom
Cyanamid Agriculture Limited - In Liquidation	United Kingdom
Cyanamid of Great Britain Limited	United Kingdom
Cyclofluidic Limited	United Kingdom
Encysive (UK) Limited	United Kingdom
Farmitalia Carlo Erba Limited	United Kingdom
Ferrosan Limited	United Kingdom
G. D. Searle & Co. Limited	United Kingdom
Haptogen Limited	United Kingdom
John Wyeth & Brother Limited	United Kingdom
Meridian Medical Technologies Limited	United Kingdom
MPP Trustee Limited	United Kingdom
Neusentis Limited	United Kingdom
Pfizer Animal Health MA EEIG	United Kingdom
Pfizer Consumer Healthcare Ltd.	United Kingdom
Pfizer Development LP	United Kingdom
Pfizer Development Services (UK) Limited	United Kingdom
Pfizer Europe MA EEIG	United Kingdom
Pfizer Group Limited - In Liquidation	United Kingdom
Pfizer Leasing UK Limited	United Kingdom
Pfizer Limited	United Kingdom
Pfizer Specialty UK Limited	United Kingdom
Pfizer UK Group Limited - In Liquidation	United Kingdom
Pharmacia Africa Limited - In Liquidation	United Kingdom
Pharmacia Animal Health Limited - In Liquidation	United Kingdom

Pharmacia Laboratories Limited	United Kingdom
Pharmacia Limited	United Kingdom
Pharmacia Searle Limited	United Kingdom
Pharmacia UK Limited - In Liquidation	United Kingdom
PowderJect Research Limited	United Kingdom
PowderMed Limited	United Kingdom
PZR Ltd.	United Kingdom
STI International Limited	United Kingdom
Thiakis Limited	United Kingdom
Warner Lambert (UK) Limited	United Kingdom
W-L (Europe) - In Liquidation	United Kingdom
W-L (Portugal) - In Liquidation	United Kingdom
W-L (Spain) - In Liquidation	United Kingdom
Wyeth Europa Limited	United Kingdom
Wyeth Research (U.K.) Limited - In Liquidation	United Kingdom
ACAHC LLC	United States
Agouron Pharmaceuticals, Inc.	United States
AH Robins LLC	United States
Alacer Corp.	United States
Alacer East, LLC	United States
Alpharma Holdings Inc.	United States
Alpharma Pharmaceuticals LLC	United States
Alpharma Specialty Pharma Inc.	United States
Alpharma USHP Inc.	United States
American Food Industries LLC	United States
Ayerst-Wyeth Pharmaceuticals LLC	United States
Barre Parent Corporation	United States
Bioren, Inc.	United States
BioRexis Pharmaceutical Corporation	United States
Blue Whale Re Ltd.	United States
CICL Corporation	United States
COC I Corporation	United States
Coley Pharmaceutical Group, Inc.	United States
CovX Research LLC	United States
Cyanamid de Argentina S.A.	United States
Cyanamid de Colombia, S.A.	United States
Cyanamid Inter-American Corporation	United States
Distribuidora Mercantil Centro Americana, S.A	United States
Encysive Pharmaceuticals Inc.	United States
Esperion LUV Development, Inc.	United States
Excaliard Pharmaceuticals, Inc.	United States
FoldRx Pharmaceuticals, Inc.	United States
G. D. Searle International Capital LLC	United States
G. D. Searle LLC	United States

Genetics Institute, LLC	United States
GenTrac, Inc.	United States
GI Europe, Inc.	United States
GI Japan, Inc.	United States
Greenstone LLC	United States
Icagen, Inc.	United States
ImmunoPharmaceutics, Inc.	United States
International Affiliated Corporation LLC	United States
JMI-Daniels Pharmaceuticals, Inc.	United States
King Pharmaceuticals Holdings LLC	United States
King Pharmaceuticals LLC	United States
King Pharmaceuticals Research and Development, Inc.	United States
Laboratorios Wyeth LLC	United States
MDP Holdings, Inc.	United States
Meridian Medical Technologies, Inc.	United States
Monarch Pharmaceuticals, Inc.	United States
MTG Divestitures LLC	United States
NextWave Pharmaceuticals Incorporated	United States
PAH Central America 1 LLC	United States
PAH Central America 2 LLC	United States
PAH USA IN8 LLC	United States
Parke, Davis & Company LLC	United States
Parkedale Pharmaceuticals, Inc.	United States
Parke-Davis Manufacturing Corp.	United States
P-D Co., LLC	United States
Peak Enterprises LLC	United States
Pfizer Colombia Spinco I LLC	United States
Pfizer Continental Services LLC	United States
Pfizer Enterprises Inc.	United States
Pfizer Europe Services LLC	United States
Pfizer H.C.P. Corporation	United States
Pfizer Health Solutions Inc.	United States
Pfizer Inc.	United States
Pfizer International LLC	United States
Pfizer Manufacturing Holdings LLC	United States
Pfizer Manufacturing LLC	United States
Pfizer North American Holdings Inc.	United States
Pfizer Overseas LLC	United States
Pfizer Pharmaceuticals LLC	United States
Pfizer Pigments Inc.	United States
Pfizer Production LLC	United States
Pfizer Products Inc.	United States
Pfizer Services LLC	United States
Pfizer Transactions LLC	United States

Pfizer Vaccines LLC	United States
Pharmacia & Upjohn Company LLC	United States
Pharmacia & Upjohn Company, Inc.	United States
Pharmacia & Upjohn LLC	United States
Pharmacia Hepar LLC	United States
Pharmacia Inter-American LLC	United States
Pharmacia International Inc.	United States
Pharmacia LLC	United States
PHIVCO Corp.	United States
PN Mexico LLC	United States
PowderJect Vaccines, Inc.	United States
PowderMed, Inc.	United States
Purepac Pharmaceutical Holdings, Inc.	United States
Renrall LLC	United States
Rinat Neuroscience Corp.	United States
Shiley International	United States
Shiley LLC	United States
Site Realty, Inc.	United States
Solinor LLC	United States
Sugen, Inc.	United States
Tabor LLC	United States
The Pfizer Incubator LLC	United States
Vermont Whey Company	United States
Vicuron Holdings LLC	United States
Warner-Lambert Company LLC	United States
Warner-Lambert, S.A.	United States
Whitehall International Inc.	United States
Whitehall Laboratories Inc.	United States
W-L LLC	United States
Wyeth (Asia) Limited	United States
Wyeth Advertising Inc.	United States
Wyeth Ayerst Inc.	United States
Wyeth Consumer Healthcare LLC	United States
Wyeth Holdings Corporation	United States
Wyeth LLC	United States
Wyeth Pharmaceuticals Inc.	United States
Wyeth Subsidiary Illinois Corporation	United States
Wyeth-Ayerst (Asia) Limited	United States
Wyeth-Ayerst International LLC	United States
Wyeth-Ayerst Promotions Limited	United States
Warner Lambert del Uruguay S.A.	Uruguay
Whitehall Laboratorios S.A.	Uruguay
Laboratorios Wyeth S.A.	Venezuela, Bolivarian Republic of

Pfizer Venezuela, S.A.	Venezuela, Bolivarian Republic of
Roerig, S.A.	Venezuela, Bolivarian Republic of
Durgon Holdings Limited	Virgin Islands, British
A.S. Ruffel (Private) Limited	Zimbabwe

**EXHIBIT A**

**TO**

**QUIGLEY COMPANY, INC. FIFTH AMENDED AND RESTATED PLAN OF  
REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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**ASBESTOS PI TRUST AGREEMENT**

June 25, 2013

Exhibit A  
to Fifth Amended and Restated Quigley Company, Inc. Plan of Reorganization  
Under Chapter 11 of the Bankruptcy Code

**QUIGLEY COMPANY, INC.**  
**ASBESTOS PERSONAL INJURY TRUST AGREEMENT**

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**EXHIBITS**

- Exhibit A      RESERVED
  
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**QUIGLEY COMPANY, INC.**  
**ASBESTOS PERSONAL INJURY TRUST AGREEMENT**

This QUIGLEY COMPANY, INC. ASBESTOS PERSONAL INJURY TRUST AGREEMENT (this “Asbestos PI Trust Agreement”), effective as of the Effective Date, is among Quigley Company, Inc. (“Quigley” or the “Debtor” or the “Settlor”), a New York corporation and the debtor and debtor-in-possession in case number 04-15739 (SMB) in the United States Bankruptcy Court for the Southern District of New York, as settlor, the Future Demand Holders’ Representative, the Trust Advisory Committee, and the Trustees identified on the signature page hereof and appointed on the Confirmation Date pursuant to the Confirmation Order approving the Quigley Company, Inc. Fifth Amended and Restated Plan of Reorganization under chapter 11 of the United States Bankruptcy Code, as amended, modified or supplemented from time to time (the “Plan”).

**RECITALS**

**WHEREAS**, at the time of the entry of the order for relief in the Chapter 11 Case, personal-injury and wrongful-death claims based on the presence of, or exposure to, asbestos or asbestos-containing products had been asserted against the Debtor, Pfizer and certain other Pfizer Protected Parties; and

**WHEREAS**, the Debtor has reorganized under the provisions of chapter 11 of the Bankruptcy Code in a case pending in the Bankruptcy Court, known as *In re Quigley Company, Inc.*, Case No. 04-15739 (SMB); and

**WHEREAS**, the Plan, filed by the Debtor and supported by the Creditors’ Committee and the Future Demand Holders’ Representative, has been confirmed by the Bankruptcy Court; and

**WHEREAS**, the Plan Documents provide for, among other things, the creation of the Asbestos Personal Injury Trust (the “Asbestos PI Trust”); and

**WHEREAS**, all Asbestos PI Claims are channeled to the Asbestos PI Trust pursuant to the Asbestos PI Channeling Injunction;

**WHEREAS**, pursuant to the Plan, the Asbestos PI Trust is to use its assets and income to pay Asbestos PI Claims as and to the extent provided for herein and in the Quigley Company, Inc. Asbestos Personal Injury Trust Distribution Procedures (the “Asbestos PI Trust Distribution Procedures”); and

**WHEREAS**, pursuant to the Plan, the Asbestos PI Trust is intended to qualify as a “qualified settlement fund” (within the meaning of section 1.468B-1(c) of the Treasury Regulations promulgated under section 468B of the Internal Revenue Code); and

**WHEREAS**, it is the intent of the Settlor, the Trustees, the Future Demand Holders' Representative, and the Trust Advisory Committee that the Asbestos PI Trust be administered, maintained, and operated at all times as a qualified settlement fund through mechanisms that provide reasonable assurance that the Asbestos PI Trust will value, and be in a financial position to pay, all Asbestos PI Claims that involve similar claims in substantially the same manner in strict compliance with the terms of this Asbestos PI Trust Agreement and the Asbestos PI Trust Distribution Procedures; and

**WHEREAS**, the Plan provides for, among other things, the complete treatment of all liabilities and obligations of the Debtor (among others) with respect to Asbestos PI Claims; and

**WHEREAS**, the Bankruptcy Court has determined that the Asbestos PI Trust and the Plan satisfy all the prerequisites for the injunctions pursuant to section 524(g) of the Bankruptcy Code provided for in the Plan, and such injunctions have been entered by the Bankruptcy Court; and

**WHEREAS**, the Confirmation Order has been entered or affirmed by the District Court, and such Confirmation Order has become a Final Order.

**NOW, THEREFORE**, in consideration of the mutual covenants and understandings contained herein, and subject to and on the terms and conditions herein set forth, the parties hereby agree as follows:

## **ARTICLE I**

### **DEFINITIONS AND INTERPRETATION**

Section 1.01 Definitions. All capitalized terms used herein but not otherwise defined shall have the respective meanings given to such terms in the Plan, and such definitions are incorporated herein by reference. All capitalized terms not defined herein or in the Plan, but defined in the Bankruptcy Code or Bankruptcy Rules, shall have the meanings given to them in such code or rules, and such definitions are incorporated herein by reference.

In addition, the following four terms shall have the meanings specified below:

(a) "Non-Releasing Asbestos PI Claimant" means a holder of an Asbestos PI Claim who is not a Releasing Asbestos PI Claimant.

(b) "Releasing Asbestos PI Claimant" means any claimant who is a holder of a Pre September 2010 Settled Asbestos PI Claim and any Other Asbestos PI Claimant who is a participant in the Ad Hoc Committee Settlement and each holder of a Pre-Petition Liquidated Asbestos PI Claim except for those Pre Petition Liquidated Asbestos PI Claims that are defined at Section 5.02(a) (iii), (iv) or (v) of the Asbestos PI Trust Distribution Procedures.

(c) “Releasers’ Payment Percentage” shall mean the Payment Percentage payable by the Asbestos PI Trust to Releasing Asbestos PI Claimants.

(d) “Non-Releasers’ Payment Percentage” shall mean the Payment Percentage payable by the Asbestos PI Trust to Non-Releasing Asbestos PI Claimants under the Trust Distribution Procedures.

Section 1.02 References. Unless indicated otherwise, all references in this Asbestos PI Trust Agreement to a particular Article or Section number are references to Articles or Sections of this Asbestos PI Trust Agreement.

## ARTICLE II

### AGREEMENT OF TRUST

Section 2.01 Creation and Name. The Settlor hereby creates a trust known as the “Quigley Asbestos PI Trust,” which is the Asbestos PI Trust to be created on the Effective Date pursuant to the Plan. The Trustees of the Asbestos PI Trust may transact the business and affairs of the Asbestos PI Trust in the name “Quigley Asbestos PI Trust.”

Section 2.02 Purpose. The purpose of the Asbestos PI Trust is to assume all Asbestos PI Claims (whether now existing or arising at any time hereafter) and to use the Asbestos PI Trust Assets to pay holders of such Asbestos PI Claims in accordance with this Agreement and the Asbestos PI Trust Distribution Procedures, and in such a way that all holders of Asbestos PI Claims that involve similar claims are treated in a substantially equivalent manner and to otherwise comply in all respects with the requirements of a trust set forth in section 524(g)(2)(B) of the Bankruptcy Code. All Asbestos PI Claims shall be paid in accordance with this Agreement and the Asbestos PI Trust Distribution Procedures.

Section 2.03 Transfer of Assets. Pursuant to Section 9.3(d) of the Plan, the Settlor and Pfizer will transfer, issue or assign, as appropriate, and deliver to the Asbestos PI Trust the Asbestos PI Trust Assets at the time and in the manner contemplated by the Plan Documents, in each case free and clear of any Claims, Encumbrances or interests of the Debtor or any creditor, shareholder, or other Entity. The Settlor and Pfizer shall execute and deliver, or cause to be executed and delivered, such documents as the Trustees may reasonably request from time to time to reflect the transfer, issuance and assignment, as applicable, of the Asbestos PI Trust Assets to the Asbestos PI Trust.

Section 2.04 Acceptance of Assets and Assumption of Liabilities.

(a) In furtherance of the purposes of the Asbestos PI Trust, the Asbestos PI Trust hereby expressly accepts the transfer, issuance and assignment, as applicable, to the Asbestos PI Trust of the Asbestos PI Trust Assets at the time and in the manner contemplated by the Plan Documents.

(b) In furtherance of the purposes of the Asbestos PI Trust, the Asbestos PI Trust hereby expressly assumes all liability for all Asbestos PI Claims (whether now existing or

arising at any time hereafter) and all obligations owed by the Asbestos PI Trust under the Plan, any Shared Asbestos Insurance Policy, or any Insurance Settlement Agreement and shall indemnify Quigley and Pfizer and Settling Asbestos Insurance Entities for Medicare Related Claims as provided at Section 2.07 herein..

(c) As set forth in the Plan, the Asbestos PI Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding Asbestos PI Claims that any of the Debtor, Reorganized Quigley or the Pfizer Protected Parties has or would have had under applicable law or under any agreement related thereto. No provision herein or in the Asbestos PI Trust Distribution Procedures shall be construed to mandate distributions on any claims or other actions that would contravene the Asbestos PI Trust's status as a qualified settlement trust within the meaning of Treas. Reg. 1-468B-1, *et seq.*

(d) Nothing in this Agreement shall be construed in any way to limit the scope, enforceability, or effectiveness of (i) the injunctions issued in connection with the Plan, including the Asbestos PI Channeling Injunction and the Asbestos Insurance Entity Injunction, or (ii) the Asbestos PI Trust's assumption of all liability with respect to the Asbestos PI Claims.

#### 2.05 Claims Reporting

(a) Unless and until there is definitive regulatory, legislative, or judicial authority (as embodied in a final non-appealable decision from the United States Court of Appeals for the Second Circuit or the United States Supreme Court), or a letter from the Secretary of Health and Human Services confirming that Reorganized Quigley, Pfizer, and the Settling Asbestos Insurance Entities have no reporting obligations under MMSEA with respect to any settlements, payments, or other awards made by the Asbestos PI Trust or with respect to contributions Quigley, Reorganized Quigley, Pfizer and the Settling Asbestos Insurance Entities have made or will make to the Asbestos PI Trust, the Asbestos PI Trust shall, at its sole expense and solely in connection with the implementation of the Plan, act as a reporting agent for Reorganized Quigley, Pfizer, and the Settling Asbestos Insurance Entities, and shall timely submit all reports that would be required to be made by Reorganized Quigley, Pfizer, or any of the Settling Asbestos Insurance Entities under MMSEA on account of any claims settled, resolved, paid, or otherwise liquidated by the Asbestos PI Trust or with respect to contributions to the Asbestos PI Trust including, but not limited to, reports that would be required if Reorganized Quigley, Pfizer, and the Settling Asbestos Insurance Entities were determined to be "applicable plans" for purposes of MMSEA, or any of Reorganized Quigley, Pfizer, and the Settling Asbestos Insurance Entities were otherwise found to have MMSEA reporting requirements. The Asbestos PI Trust, in its role as reporting agent for Reorganized Quigley, Pfizer, and the Settling Asbestos Insurance Entities, shall follow all applicable guidance published by the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and/or any other agent or successor Entity charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA (collectively, "CMS") to determine whether or not, and, if so, how, to report to CMS pursuant to MMSEA.

(b) If the Asbestos PI Trust is required to act as a reporting agent for Reorganized Quigley, Pfizer, or the Settling Asbestos Insurance Entities pursuant to the provisions of Section 2.05(a) above, the Asbestos PI Trust shall provide a written certification to each of Reorganized Quigley, Pfizer and the Settling Asbestos Insurance Entities within ten (10) days following the end of each calendar quarter, confirming that all reports to CMS required by Section 2.05(a) have been submitted in a timely fashion, and identifying (i) any reports that were rejected or otherwise identified as noncompliant by CMS, along with the basis for such rejection or noncompliance, and (ii) any payments to Medicare benefits recipients or Medicare eligible beneficiaries that the Asbestos PI Trust did not report to CMS.

(c) With respect to any reports rejected or otherwise identified as noncompliant by CMS, the Asbestos PI Trust shall, upon request by Reorganized Quigley, Pfizer, or any of the Settling Asbestos Insurance Entities, promptly provide copies of the original reports submitted to CMS, as well as any response received from CMS with respect to such reports; provided, however, that the Asbestos PI Trust may redact from such copies the names, social security numbers other than the last four digits, health insurance claim numbers, taxpayer identification numbers, employer identification numbers, mailing addresses, telephone numbers, and dates of birth of the injured parties, claimants, guardians, conservators and/or other personal representatives, as applicable.

(d) If the Asbestos PI Trust is required to act as a reporting agent for Reorganized Quigley, Pfizer, or the Settling Asbestos Insurance Entities pursuant to the provisions of Section 2.05(a) above, with respect to each claim of a Medicare benefits recipient or Medicare-eligible beneficiary that was paid by the Asbestos PI Trust and not disclosed to CMS, the Asbestos PI Trust shall, upon request by Reorganized Quigley, Pfizer, or any of the Settling Asbestos Insurance Entities, promptly provide the last four digits of the claimant's social security number, the year of the claimant's birth, the claimants' asbestos-related disease, and any other information that may be necessary in the reasonable judgment of Reorganized Quigley, Pfizer or the Settling Asbestos Insurance Entities to satisfy their obligations, if any, under MMSEA, as well as the basis for the Asbestos PI Trust's failure to report the payment. In the event Reorganized Quigley, Pfizer, or any of the Settling Asbestos Insurance Entities inform the Asbestos PI Trust that it disagrees with the Asbestos PI Trust's decision not to report a claim paid by the Asbestos PI Trust, the Asbestos PI Trust shall promptly report the payment to CMS. All documentation relied upon by the Asbestos PI Trust in making a determination that a payment did not have to be reported to CMS shall be maintained for a minimum of six years following such determination.

(e) If the Asbestos PI Trust is required to act as a reporting agent for Reorganized Quigley, Pfizer, or the Settling Asbestos Insurance Entities pursuant to the provisions of Section 2.05(a) above, the Asbestos PI Trust shall make the reports and provide the certifications required by Sections 2.05(a) and (b) above until such time as each of Reorganized Quigley, Pfizer, and the Settling Asbestos Insurance Entities all determine, in their reasonable judgment, that they have no further legal obligation under MMSEA or otherwise to report any settlements, resolutions, payments, or liquidation determinations made by the Asbestos PI Trust or contributions to the Asbestos PI Trust. Furthermore, following any permitted cessation of reporting, or if reporting has not previously commenced due to the satisfaction of one or more of

the conditions set forth in section 2.05(a) above, and if Reorganized Quigley, Pfizer, or any of the Settling Asbestos Insurance Entities reasonably determine, based on subsequent legislative, administrative, regulatory, or judicial developments, that reporting is required, then the Asbestos PI Trust shall promptly perform its obligations under Sections 2.05(a) and (b).

(f) Section 2.05 (a) above is intended to be purely prophylactic in nature, and does not imply, and shall not constitute an admission, that Reorganized Quigley, Pfizer, and/or the Settling Asbestos Insurance Entities are in fact “applicable plans” within the meaning of MMSEA, or that they have any legal obligation to report any actions undertaken by the Asbestos PI Trust or contributions to the Asbestos PI Trust under MMSEA or any other statute or regulation.

(g) In the event that CMS concludes that reporting done by the Asbestos PI Trust in accordance with Section 2.05(a) above is or may be deficient in any way, and has not been corrected to the satisfaction of CMS in a timely manner, or if CMS communicates to the Asbestos PI Trust, Reorganized Quigley, Pfizer, or any of the Settling Asbestos Insurance Entities a concern with respect to the sufficiency or timeliness of such reporting, or there appears to Reorganized Quigley, Pfizer, or any of the Settling Asbestos Insurance Entities a reasonable basis for a concern with respect to the sufficiency or timeliness of such reporting or non-reporting based upon the information received pursuant to Section 2.05(b), (c) or (d) or other credible information, then each of Reorganized Quigley, Pfizer, and the Settling Asbestos Insurance Entities shall have the right to submit its own reports to CMS under MMSEA, and the Asbestos PI Trust shall provide to any party that elects to file its own reports such information as the electing party may require in order to comply with MMSEA, including, without limitation, the full reports filed by the Asbestos PI Trust pursuant to Section 2.05(a) without any redactions. Reorganized Quigley, Pfizer, and the Settling Asbestos Insurance Entities shall keep any information they receive from the Asbestos PI Trust pursuant to this Section 2.05(g) confidential and shall not use such information for any purpose other than meeting obligations under MMSEA.

(h) Notwithstanding any other provisions hereof, if the Asbestos PI Trust is required to act as a reporting agent for Reorganized Quigley, Pfizer, or the Settling Asbestos Insurance Entities, then such entities shall take all steps necessary and appropriate as required by CMS to permit any reports contemplated by this section to be filed. Furthermore, until Reorganized Quigley, Pfizer, or the Settling Asbestos Insurance Entities provide the Asbestos PI Trust with any necessary information that may be provided by CMS’s Coordination of Benefits Contractor (the “COBC”) to effectuate reporting, the Asbestos PI Trust shall have no obligation to report under section 2.05(a) with respect to any such entity that has not provided such information.

## 2.06 Payment of MSP Obligations

In connection with the implementation of the Plan, the Trustees shall obtain prior to remittance of funds to claimants' counsel or the claimant, if pro se, in respect of any Asbestos PI Claim a certification from the claimant to be paid that said claimant has paid or will provide for the payment and/or resolution of any obligations owing or potentially owing under 42 U.S.C. § 1395y(b), or any related rules, regulations, or guidance, in connection with, or relating to, such

Asbestos PI Claim. The Asbestos PI Trust shall provide a quarterly certification of its compliance with this section to each of Reorganized Quigley, Pfizer, and the Settling Asbestos Insurance Entities, and permit reasonable audits by such entities, no more often than quarterly, to confirm the Asbestos PI Trust's compliance with this section. For the avoidance of doubt, the Asbestos PI Trust shall be obligated to comply with the requirements of this section regardless of whether Reorganized Quigley, Pfizers, or any of the Settling Asbestos Insurance Entities elects to file its own reports under MMSEA pursuant to section 2.05(g) above.

#### 2.07 Indemnification for Medicare Claims Reporting and Payment Obligations

The Asbestos PI Trust shall defend and indemnify each of Reorganized Quigley, Pfizer and the Settling Asbestos Insurance Entities for any claims of any nature in respect of Medicare claims reporting and payment obligations in connection with Asbestos PI Claims, including any obligations owing or potentially owing under MMSEA or 42 U.S.C. § 1395y(b) or any related rules, regulations, or guidance issued in connection therewith, or relating thereto, and any claims arising from or related to the Asbestos PI Trust's obligations under sections 2.05 and 2.06 above ("Medicare Related Claims"). Reorganized Quigley, Pfizer and the Settling Asbestos Insurance Entities shall not be responsible for any costs, fees, expenses in connection with the defense or payment of any Medicare Related Claims or any judgments regarding any Medicare Related Claim.

### ARTICLE III

#### POWERS AND TRUST ADMINISTRATION

##### Section 3.01 Powers.

(a) Each Trustee is and shall act as a fiduciary to the Asbestos PI Trust in accordance with the provisions of this Agreement, the Plan, and applicable New York law. The Trustees shall, at all times, administer the Asbestos PI Trust and the Asbestos PI Trust Assets in accordance with Section 2.02.

(b) Subject to the limitations set forth in this Agreement and the Asbestos PI Trust Distribution Procedures, the Trustees shall have the power to take any and all actions that, in the reasonable judgment of the Trustees, are necessary or proper to fulfill the purposes of the Asbestos PI Trust, including, without limitation, each power expressly granted in this Section 3.01, any power reasonably incidental thereto, and any statutory trust power now or hereafter permitted under the laws of the State of New York.

(c) Except as otherwise specified herein, the Trustees need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder.

(d) Without limiting the generality of Section 3.01(a), and except as limited below, the Trustees shall have the power to:

- (i) receive and hold the Asbestos PI Trust Assets, and exercise all rights with respect thereto;
- (ii) invest the monies held from time to time by the Asbestos PI Trust;
- (iii) subject to the terms of the Insurance Relinquishment Agreement, the Plan and the Confirmation Order, sell, transfer, or exchange any or all of the Asbestos PI Trust Assets at such prices and upon such terms as they may consider proper and consistent with the other terms of this Agreement;
- (iv) enter into leasing and financing agreements with third parties to the extent such agreements are reasonably necessary to permit the Asbestos PI Trust to operate;
- (v) pay liabilities and expenses of the Asbestos PI Trust, including, but not limited to, Trust Expenses;
- (vi) establish such funds, reserves and accounts within the Asbestos PI Trust estate, as deemed by the Trustees to be useful in carrying out the purposes of the Asbestos PI Trust;
- (vii) sue and be sued and participate, as a party or otherwise, in any judicial, administrative, arbitative, or other proceeding or legal action;
- (viii) subject to the provisions of Section 3.02(f) hereof, adopt and amend the Asbestos Personal Injury Trust Bylaws (the "Trust Bylaws"), a copy of which is attached as Exhibit A, in accordance with the terms thereof;
- (ix) establish, supervise and administer the Asbestos PI Trust in accordance with the Asbestos PI Trust Distribution Procedures and the terms hereof;
- (x) subject to the provisions of Section 3.02(f) hereof, administer, amend, supplement, or modify the Asbestos PI Trust Distribution Procedures in accordance with the terms thereof,
- (xi) appoint such officers and hire such employees and engage such legal, financial, accounting, investment, auditing and forecasting, and other consultants or alternative dispute resolution panelists, and agents as the business of the Asbestos PI Trust requires, and to delegate to such persons such powers and authorities as the fiduciary duties of the Trustees permit and as the Trustees, in their discretion, deem advisable or necessary in order to carry out the terms of the Asbestos PI Trust;
- (xii) pay employees, legal, financial, accounting, investment, auditing and forecasting, and other consultants, advisors, and agents reasonable compensation, including without limitation, compensation at rates approved by the Trustees for services rendered prior to the execution hereof;
- (xiii) compensate the Trustees, the members of the Trust Advisory Committee, the Future Demand Holders' Representative, and their respective Representatives and

reimburse all out of pocket costs and expenses incurred by such entities in connection with the performance of their duties hereunder, including, without limitation, costs and expenses incurred prior to the execution hereof;

(xiv) execute and deliver such instruments as the Trustees consider proper in administering the Asbestos PI Trust;

(xv) enter into such other arrangements with third parties, including without limitation, Reorganized Quigley as are deemed by the Trustees to be useful in carrying out the purposes of the Asbestos PI Trust, provided, however, that such arrangements do not conflict with any other provision of this Agreement or the Asbestos PI Trust Distribution Procedures and subject to the provisions of Section 3.02(f) hereof;

(xvi) in accordance with Section 5.10, defend, indemnify and hold harmless each of the Trustees and each of the (A) the Trust Advisory Committee and its members, (B) the Future Demand Holders' Representative, and (C) the officers and employees of the Asbestos PI Trust, and any agents, advisors and consultants of the Asbestos PI Trust, the Trust Advisory Committee or the Future Demand Holders' Representative (collectively, the "Additional Indemnitees"), to the fullest extent that a corporation or trust organized under the laws of the State of New York is from time to time entitled to indemnify and/or insure its Representatives, and purchase insurance for the Asbestos PI Trust and those Entities for whom the Asbestos PI Trust has an indemnification obligation hereunder;

(xvii) delegate any or all of the authority herein conferred with respect to the investment of all or any portion of the Asbestos PI Trust Assets to any one or more reputable individuals or recognized institutional investment advisors or investment managers without liability for any action taken or omission made because of any such delegation, except as provided in Sections 5.04, 6.07 and 7.08;

(xviii) consult with Reorganized Quigley, Pfizer, or their successors at such times and with respect to such issues relating to the conduct of the Asbestos PI Trust as the Trustees consider desirable;

(xix) subject to the terms of the Insurance Relinquishment Agreement, the Plan and the Confirmation Order, make, pursue (by litigation or otherwise), collect, compromise or settle, in the name of the Asbestos PI Trust or the name of Reorganized Quigley or any successor in interest, any claim, right, action or cause of action, included in the Asbestos PI Trust Assets;

(xx) subject to the provisions of Section 3.02(f) hereof, acquire an interest in, merge or contract with other claims resolution facilities that are not specifically created by this Asbestos PI Trust Agreement or the Asbestos PI Trust Distribution Procedures including, without limitation, Reorganized Quigley; provided, however, that such interest acquisition, merger or contract shall not (a) subject Reorganized Quigley or any successor in interest to any risk of having any Asbestos PI Claims asserted against it or them, (b) result in the imposition of any federal, state or local tax or assessment on

Reorganized Quigley, or (c) otherwise jeopardize the validity or enforceability of the injunctions;

(xxi) object to Asbestos PI Claims as provided in the Plan and the Asbestos PI Trust Distribution Procedures;

(xxii) procure insurance policies and establish claims handling agreements and other arrangements as provided in Section 8.02(a)(ii); and

(xxiii) obtain a Federal Employer Identification Number for the Asbestos PI Trust, communicate with the Internal Revenue Service and state and local taxing authorities on behalf of the Asbestos PI Trust, make payment of taxes on behalf of the Asbestos PI Trust, and file all applicable tax returns for the Asbestos PI Trust.

(e) The Trustees shall not have the power to guarantee or cause the Asbestos PI Trust to guarantee any debt of other Entities.

(f) The Trustees shall give the Future Demand Holders' Representative and the Trust Advisory Committee prompt notice of any act performed or taken pursuant to Sections 3.01(c)(iii), (vii) and (xvii) and any act proposed to be taken pursuant to Section 3.02(f) below.

#### Section 3.02 General Administration.

(a) To the extent not inconsistent with the terms of this Asbestos PI Trust Agreement, the Trust Bylaws shall govern the affairs of the Asbestos PI Trust, and each Trustee shall act in accordance with the Trust Bylaws. In the event of an inconsistency between the Trust Bylaws and this Asbestos PI Trust Agreement, this Asbestos PI Trust Agreement shall govern. In the event of an inconsistency between this Asbestos PI Trust Agreement and the Plan, the Plan shall govern.

#### (b) Tax Returns and Reports.

(i) The Trustees shall cause to be obtained, at the cost and expense of the Asbestos PI Trust, a Federal Employer Identification Number for the Asbestos PI Trust and shall cause such income tax and other returns and statements as are required by the applicable provisions of the Internal Revenue Code and the Treasury Regulations and such other state or local laws and regulations as may be applicable to be timely filed on behalf of the Asbestos PI Trust. The Trustees shall take all steps necessary to ensure that any tax obligations imposed upon the Asbestos PI Trust are paid and shall otherwise comply with section 1.468B-2 of the Treasury Regulations and all other reporting obligations of the Asbestos PI Trust. The Trustees shall comply with all applicable withholding obligations as required under the applicable provisions of the Internal Revenue Code and such other state and local laws as may be applicable, and the regulations promulgated thereunder.

(ii) The Trustees shall cause the Asbestos PI Trust to qualify and maintain qualification as a "qualified settlement fund" within the meaning of section 1.468B-1(c)

of the Treasury Regulations promulgated under section 468B of the Internal Revenue Code.

(c) The Trustees shall timely account to the Bankruptcy Court as follows:

(i) The Trustees shall cause to be prepared and filed with the Bankruptcy Court, as soon as available, but, in any event, no later than one hundred twenty (120) days following the end of each fiscal year, an annual report containing financial statements of the Asbestos PI Trust (including, without limitation, a balance sheet of the Asbestos PI Trust as of the end of such fiscal year and a statement of operations for such fiscal year) audited by a firm of independent certified public accountants selected by the Trustees and accompanied by an opinion of such firm that such financial statements present fairly in all material respects the financial portion of the Asbestos PI Trust as of such year end and the results of its operations as of the year then ended in conformity with GAAP. The Trustees shall provide a copy of such reports to the Future Demand Holders' Representative, the Trust Advisory Committee and Reorganized Quigley when such reports are filed with the Bankruptcy Court.

(ii) Simultaneously with delivery of each set of financial statements referred to in Section 3.02(c)(i), the Trustees shall cause to be prepared and filed with the Bankruptcy Court a report containing a summary regarding the number and type of Asbestos PI Claims disposed of during the period covered by the financial statements. The Trustees shall provide a copy of such reports to the Future Demand Holders' Representative, the Trust Advisory Committee and Reorganized Quigley when such report is filed.

(iii) All materials required to be filed with the Bankruptcy Court by this Section 3.02(c) shall be available for inspection by the public in accordance with procedures, if any, established by the Bankruptcy Court.

(d) The Trustees shall cause to be prepared as soon as practicable prior to the commencement of each fiscal year a budget and cash flow projections covering such fiscal year and the succeeding four fiscal years. The Trustees shall provide a copy of the budget and cash flow to the Future Demand Holders' Representative, the Trust Advisory Committee and Reorganized Quigley.

(e) The Trustees shall consult with the Future Demand Holders' Representative and the Trust Advisory Committee (i) on the implementation of the Asbestos PI Trust Distribution Procedures, (ii) on the implementation and administration of the Asbestos PI Trust and (iii) on such other matters as may be required under this Asbestos PI Trust Agreement and the Asbestos PI Trust Distribution Procedures. The Trustees may consult with the Future Demand Holders' Representative and the Trust Advisory Committee with respect to any other matter affecting the Asbestos PI Trust.

(f) In addition to the other provisions contained in this Asbestos PI Trust Agreement or in the Asbestos PI Trust Distribution Procedures requiring the consent of the Future Demand Holders' Representative and the Trust Advisory Committee, the Trustees shall

be required to obtain the consent of the Future Demand Holders' Representative and the consent of the Trust Advisory Committee to:

- (i) amend any provision of this Asbestos PI Trust Agreement;
  - (ii) terminate the Asbestos PI Trust pursuant to Section 8.02;
  - (iii) settle the liability of any insurer under any Asbestos Insurance Policy or settle any Shared Transferred Insurance Rights;
  - (iv) change the compensation of the Trustees (other than cost-of-living increases);
  - (v) amend, supplement or modify the Asbestos PI Trust Distribution Procedures;
  - (vi) remove the Managing Trustee without good cause.
  - (vii) establish and/or change the Claims Materials to be provided to holders of Asbestos PI Claims under Section 6.1 of the Asbestos PI Trust Distribution Procedures;
  - (viii) require that claimants provide additional kinds of medical evidence pursuant to Section 7.1 of the Asbestos PI Trust Distribution Procedures;
  - (ix) change the form of release to be provided pursuant to Section 7.8 of the Asbestos PI Trust Distribution Procedures;
  - (x) adopt the Trust Bylaws in accordance with Section 3.01(d)(viii) above or thereafter to amend the Trust Bylaws;
  - (xi) if and to the extent required by Section 6.5 of the Asbestos PI Trust Distribution Procedures, disclose any information, documents or other materials to preserve, litigate, resolve or settle coverage or to comply with an applicable obligation under an insurance policy or settlement agreement pursuant to Section 6.5 of the Asbestos PI Trust Distribution Procedures;
  - (xii) acquire an interest in, merge or contract with other claims resolution facilities that are not specifically created by this Asbestos PI Trust Agreement or the Asbestos PI Trust Distribution Procedures provided, however, that such interest acquisition, merger or contract shall not (a) subject Reorganized Quigley or any successor in interest to any risk of having any Asbestos PI Claims asserted against it or them, (b) result in the imposition of any federal, state or local tax or assessment on Reorganized Quigley or (c) otherwise jeopardize the validity or enforceability of the injunctions.
- (g) The Trustees, upon notice from either the Trust Advisory Committee or the Future Demand Holders' Representative, if practicable in view of pending business, shall, at their next regular meeting (or, if appropriate, at a specially called meeting), place on their

agenda, and consider, issues submitted by the Trust Advisory Committee or the Future Demand Holders' Representative.

(h) The Trustees shall meet with the Trust Advisory Committee and the Future Demand Holders' Representative not less often than quarterly. The Trustees shall meet in the interim with the Trust Advisory Committee and the Future Demand Holders' Representative when so requested by either.

(i) Books and Records.

On the Effective Date, and in accordance with instructions to be provided by the Asbestos PI Trust, the Asbestos Record Parties shall transfer the Asbestos Records or cause the same to be transferred to the Asbestos PI Trust. The Asbestos Records may be used by the Asbestos PI Trust and its Representatives only to assist in the processing and determination of, objection to, or otherwise in connection with, Asbestos PI Claims pursuant to the Asbestos PI Trust Distribution Procedures and in connection with any Quigley Transferred Insurance Rights. All privileges belonging to the Asbestos Records Parties shall belong to the Trust as of the Effective Date. The Asbestos Record Parties do not waive any privilege, including but not limited to the attorney-client privilege or work-product doctrine, that may protect any Asbestos Record, and nothing in this Trust Agreement shall be construed as a waiver of any privilege by virtue of entering this Trust Agreement or providing or disclosing any Asbestos Record under this Trust Agreement.

The Asbestos PI Trust shall treat the Asbestos Records as confidential and shall maintain all privileges including any attorney-client, work product or other privilege applicable to the Asbestos Records. The Asbestos PI Trust shall cooperate with each Asbestos Record Party with respect to the Asbestos Records to the extent necessary for such Asbestos Record Party to comply with any discovery, subpoena, or other process or with respect to seeking or collecting payment from an insurer of any Asbestos Record Party.

Section 3.03 Claims Administration. The Trustees shall promptly proceed to implement the Asbestos PI Trust Distribution Procedures.

## ARTICLE IV

### ACCOUNTS, INVESTMENTS, AND PAYMENTS

Section 4.01 Accounts. The Trustees may, from time to time, establish and maintain such accounts and reserves within the Asbestos PI Trust estate as they may deem necessary, prudent, or useful in order to provide for the payment of Trust Expenses payable hereunder and Asbestos PI Claims in accordance with the Asbestos PI Trust Distribution Procedures, and may, with respect to any such account or reserve, restrict the use of monies therein. The Trustees shall include a reasonably detailed description of the creation of any account or reserve in accordance with Section 4.01 and, with respect to any such account, the transfers made to such account, the proceeds of or earnings on the assets held in each such account and the payments from each such account in the annual report to be filed with the Bankruptcy Court pursuant to Section 3.02(c) above.

Investments.

Investment of monies held in the Asbestos PI Trust shall be administered in a manner consistent with the standards set forth in the Uniform Prudent Investor Act, subject to the following limitations and provisions:

(a) The Asbestos PI Trust shall not acquire, directly or indirectly, equity in any Entity or business enterprise if, immediately following such acquisition, the Asbestos PI Trust would hold more than 5% of the equity in such Entity or business enterprise.

(b) The Asbestos PI Trust shall not acquire or hold any long-term debt securities unless (i) such securities are Asbestos PI Trust Assets under the Plan, (ii) such securities have a maturity of not less than one (1) year from the date of purchase and are rated “A” or higher by Moody’s Investors Services, Inc. (“Moody’s”), by Standard & Poor’s Corporation (“S&P”), or has been given an equivalent investment grade rating by another nationally recognized statistical rating agency, or (iii) such securities have been issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality thereof and have a maturity of not more than two (2) years from the date of purchase.

(c) The Asbestos PI Trust shall not acquire or hold for longer than ninety (90) days any commercial paper unless such commercial paper is rated “P-1” or higher by Moody’s or “A-1” or higher by S&P or has been given an equivalent rating by another nationally recognized statistical rating agency.

(d) The Trust shall not acquire or hold any promissory note of a domestic corporation unless the note has a maturity of not more than two (2) years from the date of purchase and such note is rated “A” or higher by Moody’s or S&P or has been given an equivalent rating by another nationally recognized statistical rating agency.

(e) The Trust shall not acquire or hold any foreign or domestic banker’s fee, certificate of deposit, time deposit or note, unless that instrument has a maturity of not more than one (1) year from the date of purchase and is rated “A” or higher by Moody’s or S&P or has been given an equivalent rating by another nationally recognized statistical rating agency.

(f) The Trust may acquire an issue which is a direct or indirect obligation of any state, county, city or other qualifying entity. A short term issue may be rated no lower than “MIG-1” or “SP-1”; a long-term issue may be rated no lower than “A” by S&P or Moody’s. Issuers must have a maturity or redemption option of not more than two (2) years from the date of purchase.

(g) The Trust may invest in a money market fund if the fund has minimum net assets of \$550 million and an average portfolio maturity of not more than 180 days.

(h) The Trust shall not acquire or hold any common or preferred stock or convertible securities unless such stock or securities are rated “A” or higher by Moody’s or “A” or higher by S&P, or has been given an equivalent rating by another nationally recognized

statistical rating agency, and have a maturity of not less than one (1) year from the date of purchase.

(i) The Trust shall not acquire any securities or other instruments issued by any Entity (other than debt securities or other instruments issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality thereof) if, following such acquisition, the aggregate fair market value, as determined in good faith by the Trustees, of all securities and instruments issued by such Entity held by the Asbestos PI Trust would exceed 2% of the aggregate value of the Asbestos PI Trust estate. The Asbestos PI Trust shall not hold any securities or other instruments issued by any Entity other than debt securities or other instruments issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality thereof to the extent that the aggregate fair market value, as determined in good faith by the Trustees, of all securities and instruments issued by such Entity end held by the Asbestos PI Trust would exceed 5% of the aggregate value of the Asbestos PI Trust estate.

(j) The Asbestos PI Trust shall not acquire or hold any certificates of deposit unless all publicly held, long-term debt securities, if any, of the financial institution issuing the certificate of deposit and the holding company, if any, of which such financial institution is a subsidiary, meet the standards set forth in Section 4.02(b).

(k) The Asbestos PI Trust shall not acquire or hold any options or derivatives.

(l) The Asbestos PI Trust shall not acquire or hold any repurchase obligations unless, in the opinion of the Trustees, they are adequately collateralized.

(m) Notwithstanding the foregoing, the Asbestos PI Trust may acquire and hold (A) equity or debt securities or instruments of the type described in clauses (a) through (l) of this Section 4.02, which are issued by the Debtor, Reorganized Quigley or any of their Affiliates or successors, and (B) any other property or asset included in kind in the Asbestos PI Trust Assets, in each case without regard to any of the limitations set forth in such clauses (a) through (l).

**Section 4.02 Source and Allocation of Payments.** All Trust Expenses and all liabilities with respect to the Asbestos PI Claims shall be payable solely by the Asbestos PI Trust out of the Asbestos PI Trust Assets pursuant to an account to be established in the name of the Quigley Asbestos PI Trust. Neither the Debtor, Reorganized Quigley, the Pfizer Protected Parties, their respective Affiliates or subsidiaries, any successor in interest or the present or former stockholders, directors, officers, employees or agents of the Debtor, Reorganized Quigley, the Pfizer Protected Parties, or their subsidiaries, nor the Trustees, the Future Demand Holders' Representative, the Trust Advisory Committee or any of their officers, agents, advisors, or employees shall be liable for the payment of any Asbestos PI Claims, Trust Expenses or any other liability of the Asbestos PI Trust. Notwithstanding the foregoing, any time on or after the Effective Date, the Asbestos PI Trust, as the sole owner of the common stock of Reorganized Quigley, may, in accordance with applicable law, cause Reorganized Quigley to declare a dividend payable to the Asbestos PI Trust, and such dividend may be used by the Asbestos PI

Trust to pay Trust Expenses and Asbestos PI Claims in accordance with the Asbestos PI Trust Distribution Procedures.

(a) The Asbestos PI Trust shall indemnify the Debtor and Pfizer pursuant to Section 2.07 of this Agreement.

(b) Any claim for indemnification from the Asbestos PI Trust and all costs and expenses associated therewith shall be satisfied solely from Asbestos PI Trust Assets.

## ARTICLE V

### TRUSTEES

Section 5.01 Number. The three (3) initial Trustees shall be appointed by the Bankruptcy Court pursuant to Section 9.3(b) of the Plan and named on the signature page hereof. As soon as practicable after the Effective Date, one Trustee shall be designated the Managing Trustee (the “Managing Trustee”), by vote of the Trustees, to serve in accordance with the Trust Bylaws.

#### Section 5.02 Term of Service.

(a) The initial Trustees named pursuant to Section 5.01 shall serve staggered terms of three (3), four (4), and five (5) years as shown on the signature page hereof. Thereafter, each term of service shall be five (5) years. Each of the initial Trustees shall serve from the Effective Date until the earlier of (i) his or her death, (ii) the end of his or her term, (iii) his or her resignation pursuant to Section 5.02(b), (iv) his or her removal pursuant to Section 5.02(c), and (v) the termination of the Asbestos PI Trust pursuant to Section 8.02.

(b) Any Trustee may resign at any time by written notice to the remaining Trustees, the Trust Advisory Committee and the Future Demand Holders’ Representative. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) A Trustee may be removed by the unanimous vote of the remaining Trustees in the event that such Trustee becomes unable to discharge his or her duties hereunder due to accident, physical or mental deterioration, or for other good cause; provided, however, that the consent of the Trust Advisory Committee and the Future Demand Holders’ Representative shall be required for the removal of the Managing Trustee without good cause. Good cause shall be deemed to include, without limitation, any substantial failure to comply with Section 3.02, a consistent pattern of neglect and failure to perform or participate in performing the duties of a Trustee hereunder, or repeated non-attendance at scheduled meetings. Such removal shall require the approval of the Bankruptcy Court and shall take effect at such time as the Bankruptcy Court shall determine.

Section 5.03 Appointment of Successor Trustee(s).

(a) In the event there is a vacancy in the position of Trustee, the remaining Trustees shall consult with the Trust Advisory Committee and the Future Demand Holders' Representative concerning appointment of a successor Trustee. The vacancy shall be filled by the unanimous vote of the remaining Trustees unless the Trust Advisory Committee or the Future Demand Holders' Representative vetoes the appointment. In the event the remaining Trustees cannot agree on a successor Trustee, or the members of the Trust Advisory Committee or the Future Demand Holders' Representative vetoes appointment of a successor Trustee, the Bankruptcy Court shall fill the vacancy. Nothing shall prevent appointment of a Trustee for successive terms.

(b) Immediately upon the appointment of any successor Trustee, all rights, titles, duties, powers and authority of the predecessor Trustee hereunder shall be vested in, and undertaken by, the successor Trustee without any further act. No successor Trustee shall be liable personally for any act or omission of his or her predecessor Trustee.

(c) Each successor Trustee shall serve until the earlier of (i) the end of a full term of five (5) years if the predecessor to such Trustee has completed his or her term, (ii) the end of the remainder of the term of the predecessor Trustee whom he or she is replacing if such Trustee did not complete his or her term, (iii) his or her death, (iv) his or her resignation pursuant to Section 5.02(b), (v) his or her removal pursuant to Section 5.02(c), and (vi) termination of the Asbestos PI Trust pursuant to Section 8.02.

Section 5.04 Liability of Trustees; Officers and Employees. No Trustee, officer, or employee of the Asbestos PI Trust shall be liable to the Asbestos PI Trust, to any Entity holding an Asbestos PI Claim, or to any other Entity, except for breach of trust committed in bad faith by such individual or willful misappropriation by such individual. Such protection may, in the discretion of the Trustees, be extended to the agents, advisors or consultants of the Asbestos PI Trust. No Trustee, officer, or employee of the Asbestos PI Trust shall be liable for any act or omission of any other officer, employee, agent or consultant of the Asbestos PI Trust, unless such Trustee, officer, employee or consultant of the Asbestos PI Trust, respectively, acted with bad faith in the selection or retention of such other officer, employee, agent, or consultant of the Asbestos PI Trust.

Section 5.05 Compensation and Expenses of Trustees.

(a) Each Trustee shall receive a retainer from the Asbestos PI Trust for his or her services as a Trustee in the amount of \$65,000 per annum, which amount shall be payable in quarterly installments; provided, however, that the Trustee serving as Managing Trustee shall receive an annual retainer in the amount of \$75,000. In addition, for all time expended attending meetings, preparing for such meetings and working on authorized projects, each Trustee shall receive the sum of \$600 per hour and the sum of \$300 per hour for non-working travel time, in both cases computed on a quarter-hour basis. The per annum and hourly compensation payable to the Trustees shall be reviewed every three (3) years and appropriately adjusted for changes in the cost of living.

(b) The Asbestos PI Trust will promptly reimburse each Trustee for all reasonable out-of-pocket costs and expenses incurred by each Trustee in connection with the performance of his or her duties hereunder.

(c) The Asbestos PI Trust will include a description of the amounts paid under this Section 5.05 in the report to be filed pursuant to Section 3.02(c)(i).

Section 5.06 Trustees' Employment of Professionals.

The Trustees may, but shall not be required to, retain and/or consult with counsel, accountants, appraisers, auditors and forecasters and other Entities deemed by the Trustees to be qualified as experts on the matters submitted to them, and the opinion of any such Entities on any matters submitted to them by the Trustees shall be full and complete authorization and protection in respect of any action taken or not taken by the Trustees hereunder in good faith and in accordance with the written opinion of any such Entity, in the absence of gross negligence.

Section 5.07 Trustees' Independence. No Trustee shall, during the term of his or her service, hold a financial interest in, act as attorney or agent for, or serve as any other professional for Reorganized Quigley, Pfizer, or any of their successors. No Trustee shall act as an attorney for any Entity who holds an asbestos claim.

Section 5.08 Bond. The Trustees shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

Section 5.09 Indemnification of Trustees and Additional Indemnitees.

(a) The Asbestos PI Trust shall indemnify and defend the Trustees and the Additional Indemnitees in the performance of their duties hereunder to the fullest extent that a corporation or trust organized under the laws of the State of New York is from time to time entitled to indemnify and defend its directors, trustees, officers and employees against any and all liabilities, expenses, claims, damages or losses incurred by them in the performance of their duties hereunder. Notwithstanding the foregoing, neither the Trustees nor any officer or employee of the Asbestos PI Trust, nor the Future Demand Holders' Representative, nor any member of the Trust Advisory Committee shall be indemnified or defended in any way for any liability, expense, claim, damage, or loss for which they are ultimately liable under Section 5.04, 6.07 or 7.08.

(b) Additionally, any of the Additional Indemnitees who was or is a party, or is threatened to be made a party to any threatened or pending judicial, administrative, or arbitral action, by reason of any act or omission of such Additional Indemnitees with respect to (i) the Chapter 11 Case and any act or omission undertaken by them prior to the commencement thereof, (ii) the liquidation of any Asbestos PI Claim, (iii) the administration of the Asbestos PI Trust and the implementation of the Asbestos PI Trust Distribution Procedures, or (iv) any activities in connection with this Asbestos PI Trust Agreement, shall be indemnified and defended by the Asbestos PI Trust, to the fullest extent that a corporation or trust organized under the laws of New York is from time to time entitled to indemnify and defend its officers, directors, trustees, and employees, against reasonable expenses, costs and fees (including attorneys' fees and costs), judgments, awards, amounts paid in settlement, and liabilities of all kinds incurred by each Additional Indemnitee in connection with or resulting from such action, suit, or proceeding, if he or she acted in good faith and in a manner such Additional Indemnitee reasonably believed to be in, or not opposed to, the best interests of the holders of Asbestos PI Claims whom the Additional Indemnitees represent.

(c) Reasonable expenses, costs and fees (including reasonable attorneys' fees and costs) incurred by or on behalf of a Trustee or any Additional Indemnitee in connection with any action, suit, or proceeding, whether civil, administrative or arbitral from which he or she is indemnified by the Asbestos PI Trust pursuant to Section 5.10, shall be paid by the Asbestos PI Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of such Trustee or Additional Indemnitee, to repay such amount in the event that it shall be determined ultimately by Final Order that such Trustee or any Additional Indemnitee is not entitled to be indemnified by the Asbestos PI Trust.

(d) The Trustees may purchase and maintain reasonable amounts and types of insurance on behalf of the Asbestos PI Trust and pay any individual who is or was a Trustee, officer, employee, agent or representative of the Asbestos PI Trust or an Additional Indemnitee against liability asserted against or incurred by such individual in that capacity or arising from his or her status as a Trustee, Future Demand Holders' Representative, member of the Trust Advisory Committee, officer, employee, agent or other representative.

(e) Any indemnification under Section 5.10(a) of this Asbestos PI Trust Agreement shall be made by the Asbestos PI Trust upon a determination by the Trustees that indemnification of such Entity is proper under the circumstances.

Section 5.10 Liens of Trustees and Additional Indemnitees. The Trustees and the Additional Indemnitees shall have a first priority Lien upon the Asbestos PI Trust Assets and all proceeds thereof and all accounts into which such proceeds of the Asbestos PI Trust Assets are deposited or maintained to secure the payment of any amounts payable to them pursuant to Section 5.05, 5.10, 6.05 or 7.06. The Asbestos PI Trust shall take such actions as may be necessary or reasonably requested by any of the Trustees, the Future Demand Holders' Representative, the Trust Advisory Committee or any of the other Additional Indemnitees to evidence such encumbrance (including, without limitation, filing appropriate financing statements).

## ARTICLE VI

### THE FUTURE DEMAND HOLDERS' REPRESENTATIVE

Section 6.01 Duties. The Future Demand Holders' Representative shall serve in a fiduciary capacity, for the purpose of protecting the rights of persons that might subsequently assert Demands. Where provided in this Asbestos PI Trust Agreement or the Asbestos PI Trust Distribution Procedures, certain actions of the Trustees are subject to the consent of the Future Demand Holders' Representative.

#### Section 6.02 Term of Office.

(a) The Future Demand Holders' Representative shall serve until the earlier of (i) his or her death, (ii) his or her resignation pursuant to Section 6.02(b), (iii) his or her removal pursuant to Section 6.02(c), and (iv) the termination of the Asbestos PI Trust pursuant to Section 8.02.

(b) The Future Demand Holders' Representative may resign at any time by written notice to the Trustees. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) The Future Demand Holders' Representative may be removed in the event he or she becomes unable to discharge his or her duties hereunder due to accident, physical or mental deterioration, or for other good cause. Good cause shall be deemed to include, without limitation, a consistent pattern of neglect and failure to perform or to participate in performing the duties of the Future Demand Holders' Representative hereunder and under the Asbestos PI Trust Distribution Procedures, such as repeated non-attendance at scheduled meetings. Such removal shall be made by decision of the Trustees and the Trust Advisory Committee, and shall take effect at such time as the Trustees and the Trust Advisory Committee jointly shall determine.

Section 6.03 Appointment of Successor. A vacancy caused by resignation shall be filled with an individual nominated prior to the effective date of the resignation by the resigning Future Demand Holders' Representative. A vacancy for any other reason, or in the absence of a nomination by the former Future Demand Holders' Representative, shall be filled with an individual selected by the majority vote of the Trustees and the members of the Trust Advisory Committee. The successor Future Demand Holders' Representative shall, in either case, be subject to Bankruptcy Court approval.

Section 6.04 Future Demand Holders' Representative's Employment of Professionals. The Future Demand Holders' Representative may retain and/or consult with counsel, accountants, appraisers, auditors, forecasters, asbestos experts and other Entities deemed by the Future Demand Holders' Representative to be qualified as experts on matters submitted to them, and the opinion of any such Entities on any matters submitted to them shall be full and complete authorization and protection in support of any action taken or not taken by the Future Demand Holders' Representative hereunder in good faith and in accordance with the written opinion of any such Entity, and in the absence of gross negligence. The Future Demand Holders' Representative and his or her experts shall at all times have complete access to the Asbestos PI Trust's officers, employees and agents, and the accountants, appraisers, auditors, forecasters and other experts retained by the Asbestos PI Trust as well as to all information generated by them or otherwise available to the Asbestos PI Trust or the Trustees.

Section 6.05 Compensation and Expenses of the Future Demand Holders' Representative.

(a) The Future Demand Holders' Representative shall receive monthly compensation from the Asbestos PI Trust for his or her services as the Future Demand Holders' Representative in an amount the greater of: (i) his normal hourly rate for the services provided; and (ii) \$5,000 per month, such compensation being subject to an annual review and adjustment by the Trustees. Such compensation shall constitute a Trust Expense.

(b) The Asbestos PI Trust will promptly reimburse, or pay directly if so instructed, the Future Demand Holders' Representative for all reasonable out-of-pocket costs and expenses, including (i) fees and costs associated with the employment of professionals pursuant to Section 6.04, (ii) reasonable fees and costs incurred in connection with the performance of his or her duties in connection with the implementation of the Plan and Plan Documents, and (iii) reasonable fees and costs associated with the procurement and maintenance of insurance incurred by the Future Demand Holders' Representative in connection with the performance of his or her duties hereunder. Such reimbursement or direct payment shall be deemed a Trust Expense.

Section 6.06 Procedures for Consultation with and Obtaining Consent of the Future Demand Holders' Representative.

(a) Consultation Process.

(i) In the event the Trustees are required to consult with the Future Demand Holders' Representative pursuant to Section 3.02(e) or on any other matters specified herein or in the Asbestos PI Trust Distribution Procedures, the Trustees shall provide the

Future Demand Holders' Representative with written advance notice of the matter under consideration and with such relevant information concerning the matter as is reasonably practicable under the circumstances. The Trustees also shall provide the Future Demand Holders' Representative with such reasonable access to professionals and other experts retained by the Asbestos PI Trust and its staff (if any) as the Future Demand Holders' Representative may reasonably request during the time that the Trustees are considering such matter, and shall also provide the Future Demand Holders' Representative the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such matter with the Trustees.

(ii) The Trustees shall take into consideration the time required for the Future Demand Holders' Representative to engage and consult, if he or she so wishes, with his or her own independent legal, financial or investment advisors as to such matter.

(b) Consent Process.

(i) In the event the consent of the Future Demand Holders' Representative is required pursuant to Section 3.02(f) or on any other matters specified in this Asbestos PI Trust Agreement or in the Asbestos PI Trust Distribution Procedures, the Trustees shall promptly provide the Future Demand Holders' Representative with a written notice stating that his or her consent is being sought, describing in detail the nature and scope of the action or decision the Trustees propose to implement, and explaining in detail the reasons why the Trustees desire to implement such action or decision. The Trustees shall provide the Future Demand Holders' Representative with as much relevant additional information concerning the proposed action or decision as is reasonably practicable under the circumstances. The Trustees also shall provide the Future Demand Holders' Representative with such reasonable access to professionals and other experts retained by the Asbestos PI Trust and its staff (if any) as the Future Demand Holders' Representative may reasonably request during the time that the Trustees are considering such action or decision, and shall also provide the Future Demand Holders' Representative the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such action or decision with the Trustees.

(ii) The Future Demand Holders' Representative must consider in good faith and in a timely fashion any request by the Trustees and may not withhold his or her consent unreasonably. If the Future Demand Holders' Representative does not notify the Trustees of his or her objection to such request within forty-five (45) days or such other time as has been approved by the Bankruptcy Court after receiving notice and information regarding such request, then the Future Demand Holders' Representative's consent shall be deemed to have been affirmatively granted.

(iii) In the event the Trustees are unable to obtain the consent of the Future Demand Holders' Representative on any action or decision for which consent of the Future Demand Holders' Representative is required, after following the procedure set forth in this section, or if the Trustees and the Future Demand Holders' Representative are unable to reach agreement on any matter on which the Future Demand Holders' Representative's consent is required, then the matter shall be submitted promptly to

alternative dispute resolution if mutually agreeable to the Trustees and the Future Demand Holders' Representative.

(iv) If the disagreement is not resolved by alternative dispute resolution, or if the Trustees and the Future Demand Holders' Representative do not agree to participate in any such alternative dispute resolution, the Trustees may apply to the Bankruptcy Court on an expedited basis for approval of such action or decision, and only if such approval is given by the Bankruptcy Court by entry of an appropriate order, shall the Trustees have the authority to implement such action or decision without the Future Demand Holders' Representative's consent.

Section 6.07 Liability of Future Demand Holders' Representative Officers and Employees. The Future Demand Holders' Representative shall not be liable to the Asbestos PI Trust, to any Entity holding an Asbestos PI Claim, or to any other Entity except for breach of trust committed in bad faith by such individual, or willful misappropriation by such individual. Such protection may, in the discretion of the Trustees, be extended to the agents, advisors, or consultants of the Future Demand Holders' Representative. Neither the Future Demand Holders' Representative nor any officer or employee of the Future Demand Holders' Representative shall be liable for any act or omission of any other officer, employee, agent, or consultant of the Asbestos PI Trust unless the Future Demand Holders' Representative, or officer or employee of the Future Demand Holders' Representative, acted with bad faith in the selection or retention of such other officer, employee, agent, or consultant of the Asbestos PI Trust.

## ARTICLE VII

### TRUST ADVISORY COMMITTEE

Section 7.01 Formulation and Number. The Trust Advisory Committee shall be formed pursuant to the Plan as of the Effective Date. The Trust Advisory Committee shall be composed of seven (7) members. The initial Trust Advisory Committee members shall be appointed by the Bankruptcy Court pursuant to Section 9.3(c) of the Plan and named on the signature page hereof. The Trust Advisory Committee shall have a chairperson who shall act as the Trust Advisory Committee's liaison with the Asbestos PI Trust and the Future Demand Holders' Representative, coordinate and schedule meetings of the Trust Advisory Committee, and handle all administrative matters that come before the Trust Advisory Committee. The Trust Advisory Committee shall act in all cases by majority vote.

Section 7.02 Duties. The Trust Advisory Committee and its members shall serve in a fiduciary capacity representing all holders of present Asbestos PI Claims. Where provided in this Asbestos PI Trust Agreement or the Asbestos PI Trust Distribution Procedures, certain actions by the Trustees are subject to the consent of the Trust Advisory Committee.

Section 7.03 Term of Office.

(a) The seven (7) initial members of the Trust Advisory Committee shall serve staggered terms of three (3), four (4), and five (5) years as shown on the signature page hereof. Thereafter, each term of service shall be five years. Each initial member of the Trust

Advisory Committee shall serve until the earlier of (i) the end of his or her term; (ii) his or her death, (iii) his or her resignation pursuant to Section 7.03(b), (iv) his or her removal pursuant to Section 7.03(c), and (v) the termination of the Asbestos PI Trust pursuant to Section 8.02.

(b) Any member of the Trust Advisory Committee may resign at any time by written notice to each of the remaining Trust Advisory Committee members. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) Any member of the Trust Advisory Committee may be removed in the event he or she becomes unable to discharge his or her duties hereunder due to accident, physical or mental deterioration, or for other good cause. Good cause shall be deemed to include, without limitation, a consistent pattern of neglect and failure to perform or to participate in performing the duties of such member hereunder and under the Asbestos PI Trust Distribution Procedures, such as repeated non-attendance at scheduled meetings. Such removal shall be made at the recommendation of the remaining members of the Trust Advisory Committee and with the approval of the Bankruptcy Court.

#### Section 7.04 Appointment of Successors.

(a) In the event of a vacancy caused by the resignation or death of a Trust Advisory Committee member, his or her successor shall be pre-selected by the resigning or deceased Trust Advisory Committee member, or by his or her law firm in the event that such member has not pre-selected a successor. If neither the member nor the law firm exercised the right to make such a selection, the successor shall be chosen by a majority vote of the remaining Trust Advisory Committee members. If a majority of the remaining members cannot agree, the Bankruptcy Court shall appoint the successor. In the event of a vacancy caused by the removal of a Trust Advisory Committee member, the remaining members of the Trust Advisory Committee, by majority, shall name the successor. If the majority of the remaining members of the Trust Advisory Committee cannot reach agreement, the Bankruptcy Court shall appoint the successor.

(b) Each successor member of the Trust Advisory Committee shall serve until the earlier of (i) the end of a full term of five (5) years if his or her predecessor member completed his or her term, (ii) the end of the remainder of the term of the member whom he or she is replacing if said predecessor member did not complete said term, (iii) his or her death, (iv) his or her resignation pursuant to Section 7.03(b), (v) his or her removal pursuant to Section 7.03(c), and (vi) the termination of the Asbestos PI Trust pursuant to Section 8.02. Members of the Trust Advisory Committee shall be eligible to serve successive terms.

#### Section 7.05 The Trust Advisory Committee's Employment of Professionals.

The Trust Advisory Committee may retain and/or consult with counsel, accountants, appraisers, auditors, forecasters, asbestos experts and other Entities deemed by the Trust Advisory Committee to be qualified as experts on matters submitted to them, and the opinion of any such Entities on any matters submitted to them shall be full and complete authorization and protection in support of any action taken or not taken by the Trust Advisory Committee hereunder in good faith and in accordance with the written opinion of any such Entity, and in the absence of gross

negligence. The Trust Advisory Committee and its experts shall at all times have complete access to the Asbestos PI Trust's officers, employees and agents, and the accountants, appraisers, auditors, forecasters and other experts retained by the Asbestos PI Trust as well as all information generated by them or otherwise available to the Asbestos PI Trust or the Trustees. The reasonable fees and expenses of such professionals shall constitute Trust Expenses.

Section 7.06 Compensation for Attendance at Meetings and Expenses of the Trust Advisory Committee. The members of the Trust Advisory Committee shall be compensated for attendance at meetings or other conduct of trust business (e.g., reviewing documents to be discussed at meetings and conference calls to discuss trust business) at a reasonable hourly rate set by the Trustees. The Asbestos PI Trust will promptly reimburse, or pay directly if so instructed, the Trust Advisory Committee and each Trust Advisory Committee member for all reasonable out-of-pocket costs and expenses, including reasonable fees and costs associated with employment of professionals pursuant to Section 7.05 and the procurement and maintenance of insurance incurred by the Trust Advisory Committee in connection with the performance of its members' duties hereunder. Such reimbursement or direct payment shall be deemed a Trust Expense.

Section 7.07 Procedures for Consultation with and Obtaining Consent of the Trust Advisory Committee.

(a) Consultation Process.

(i) In the event the Trustees are required to consult with the Trust Advisory Committee pursuant to Section 3.02(e) or on any other matters specified herein or in the Asbestos PI Claims Trust Distribution Procedures, the Trustees shall provide the Trust Advisory Committee with written advance notice of the matter under consideration and with such relevant information concerning the matter as is reasonably practicable under the circumstances. The Trustees also shall provide the Trust Advisory Committee with such reasonable access to professionals and other experts retained by the Asbestos PI Trust and its staff (if any) as the Trust Advisory Committee may reasonably request during the time that the Trustees are considering such matter, and shall also provide the Trust Advisory Committee the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such matter with the Trustees.

(ii) The Trustees shall take into consideration the time required for the Trust Advisory Committee to engage and consult, if its members so wish, with its own independent legal, financial or investment advisors as to such matter.

(b) Consent Process.

(i) In the event the consent of the Trust Advisory Committee is required pursuant to Section 3.02(f) or on any other matters specified in this Asbestos PI Trust Agreement or in the Asbestos PI Trust Distribution Procedures, the Trustees shall promptly provide the Trust Advisory Committee with a written notice stating that its consent is being sought, describing in detail the nature and scope of the action or decision the Trustees propose to implement, and explaining in detail the reasons why the Trustees

desire to implement such action or decision. The Trustees shall provide the Trust Advisory Committee with as much relevant additional information concerning the proposed action or decision as is reasonably practicable under the circumstances. The Trustees also shall provide the Trust Advisory Committee with such reasonable access to professionals and other experts retained by the Asbestos PI Trust and its staff (if any) as the Trust Advisory Committee may reasonably request during the time that the Trustees are considering such action or decision, and shall also provide the Trust Advisory Committee the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such action or decision with the Trustees.

(ii) The Trust Advisory Committee must consider in good faith and in a timely fashion any request by the Trustees and may not withhold its consent unreasonably. If the Trust Advisory Committee does not notify the Trustees of its objection to such request within forty-five (45) days or such other time as has been approved by the Bankruptcy Court after receiving notice and information regarding such request, then the Trust Advisory Committee's consent shall be deemed to have been affirmatively granted.

(iii) Except where otherwise provided for in this Asbestos PI Trust Agreement, the Trust Advisory Committee shall act in all cases by majority vote.

(iv) In the event the Trustees are unable to obtain the consent of the Trust Advisory Committee on any action or decision for which consent of the Trust Advisory Committee is required, after following the procedure set forth in this section, or if the Trustees and the Trust Advisory Committee are unable to reach agreement on any matter on which the Trust Advisory Committee's consent is required, then the matter shall be submitted promptly to alternative dispute resolution if mutually agreeable to the Trustees and the Trust Advisory Committee.

(v) If the disagreement is not resolved by alternative dispute resolution, or if the Trustees and the Trust Advisory Committee do not agree to participate in any such alternative dispute resolution, the Trustees may apply to the Bankruptcy Court on an expedited basis for approval of such action or decision, and only if such approval is given by the Bankruptcy Court by entry of an appropriate order, shall the Trustees have the authority to implement such action or decision without the Trust Advisory Committee's consent.

Section 7.08 Liability of the Trust Advisory Committee, Officers and Employees. No member of the Trust Advisory Committee shall be liable to the Asbestos PI Trust, to any Entity holding an Asbestos PI Claim, or to any other Entity except for such breach of trust committed in bad faith by such individual or willful misappropriation by such individual. Such protection may, in the discretion of the Trustees, be extended to the agents, advisors, or consultants of the Trust Advisory Committee. No member of the Trust Advisory Committee, nor any officer or employee of the Trust Advisory Committee, shall be liable for any act or omission of any other officer, employee, agent or consultant of the Trust Advisory Committee unless the Trust Advisory Committee, or officer or employee of the Trust Advisory Committee, acted with bad faith in the selection or retention of such other officer, employee, agent, or consultant of the Asbestos PI Trust.

## ARTICLE VIII

### GENERAL PROVISIONS

#### Section 8.01 Irrevocability.

The Asbestos PI Trust is irrevocable.

#### Section 8.02 Termination.

(a) The Asbestos PI Trust shall automatically terminate on the date that is ninety (90) days after the first to occur of the following events (the “Termination Date”):

(i) subject to Section 3.02(f), the Trustees in their discretion decide to terminate the Asbestos PI Trust because (A) they deem it unlikely that new Asbestos PI Claims will be filed against the Asbestos PI Trust, and (B) Asbestos PI Claims duly filed with the Asbestos PI Trust have been allowed and paid to the extent provided in this Asbestos PI Trust Agreement and the Asbestos PI Trust Distribution Procedures (and to the extent applicable, based upon the funds available through the Plan Documents), or Disallowed by a Final Order, and twelve (12) consecutive months have elapsed during which no new Asbestos PI Claims have been filed with the Asbestos PI Trust;

(ii) if the Trustees have procured and have in place irrevocable insurance policies and have established claims handling agreements and other necessary arrangements with suitable third parties adequate to discharge all expected remaining obligations and expenses of the Asbestos PI Trust in a manner consistent with this Asbestos PI Trust Agreement and the Asbestos PI Trust Distribution Procedures, the date on which the Bankruptcy Court enters an order approving such insurance and other arrangements and such order becomes a Final Order; or

(iii) to the extent that any rule against perpetuities shall be deemed applicable to the Asbestos PI Trust, twenty-one (21) years less ninety-one (91) days pass after the death of the last survivor of all of the descendants of the late Joseph P. Kennedy, Sr. of Massachusetts, father of the late President John F. Kennedy, living on the date hereof.

(b) On the Termination Date, after payment of all the Asbestos PI Trust’s liabilities, including Trust Expenses, after all Demands have been provided for, and after liquidation of all properties and other non-cash Asbestos PI Trust Assets then held by the Asbestos PI Trust, all monies remaining in the Asbestos PI Trust estate shall be given to such organization or organizations exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, which tax-exempt organizations shall be selected by the Trustees using their reasonable discretion; provided, however, that (i) if practicable, the tax-exempt organizations shall be related to the treatment of, research on, or the relief for individuals suffering from asbestos-related lung disorders, and (ii) the tax-exempt organizations shall not bear any relationship to Reorganized Quigley within the meaning of section 468B(d)(3) of the Internal Revenue Code. Notwithstanding any other provision of the Plan Documents, this Section 8.02(b) cannot be modified or amended.

Section 8.03 Amendments. The Trustees, subject to the consent of each of the Future Demand Holders' Representative and the Trust Advisory Committee, may modify or amend this Asbestos PI Trust Agreement or any document annexed to it, including, without limitation, the Trust Bylaws and the Asbestos PI Trust Distribution Procedures (provided, however, the provisions of the Asbestos PI Trust Distribution Procedures, if any, regarding any such modification or amendment are also followed). Any modification or amendment made pursuant to this Section 8.03 must be done in writing. Notwithstanding anything contained in this Asbestos PI Trust Agreement to the contrary, neither this Asbestos PI Trust Agreement, the Trust Bylaws, the Asbestos PI Trust Distribution Procedures nor any document annexed to any of the foregoing shall be modified or amended in any way that could jeopardize, impair, or modify the applicability of section 524(g) of the Bankruptcy Code, the efficacy or enforceability of the Asbestos PI Channeling Injunctions and the Asbestos Insurance Entity Injunction set out in the Plan and Confirmation Order, the Asbestos PI Trust's "qualified settlement fund" status under section 468B of the Internal Revenue Code or the rights and protections provided to the Debtor, Reorganized Quigley or Pfizer Protected Parties under the Plan Documents.

Section 8.04 Severability. Should any provision in this Asbestos PI Trust Agreement be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Asbestos PI Trust Agreement.

Section 8.05 Notices. Notices to Entities asserting Asbestos PI Claims against the Asbestos PI Trust shall be given at the address of such Entity, or, where applicable, such Entity's representative, in each case as provided on such person's claim form submitted to the Asbestos PI Trust with respect to his or her or its Asbestos PI Claim or as otherwise provided to the Asbestos PI Trust. All notices or other reports required or permitted by this Asbestos PI Trust Agreement must be (i) in writing and is deemed effective when (a) delivered personally to the recipient, (b) sent by facsimile before 5:00 p.m. prevailing New York time on a Business Day with a copy of such facsimile sent on the same day to the recipient by reputable overnight courier service (charges prepaid), (c) five (5) days after deposit in the U.S. mail, mailed by registered or certified mail, return receipt requested, postage prepaid, (d) one Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid) or (e) if sent by email, when the communication is received at the designated address and confirmed by the recipient by return transmission; and (ii) sent to the Asbestos PI Trust (through the Trustees), the Trust Advisory Committee, the Future Demand Holders' Representative and the Debtor, Settlor or Reorganized Quigley at the addresses set forth below, or at such other address as such Entity now designates from time to time in writing in accordance with this Section 8.05.

To the Asbestos PI Trust through the Trustees:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

To the Trust Advisory Committee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

To the Future Demand Holders' Representative:

Togut, Segal & Segal LLP  
One Penn Plaza  
Suite 3335  
New York, New York 10119  
Attention: Albert Togut  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

With a copy to:

Togut, Segal & Segal LLP  
One Penn Plaza  
Suite 3335  
New York, New York 10119  
Attention: Scott E. Ratner, Esq.  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

To Debtor, Settlor or Reorganized Quigley:

Quigley Company, Inc.

New York, New York 10017

Attention: President

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

With a copy to:

Schulte Roth & Zabel LLP

919 Third Avenue

New York, New York 10022

Attention: Michael L. Cook, Esq.

Lawrence V. Gelber, Esq.

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Section 8.06 Successors and Assigns. The provisions of this Asbestos PI Trust Agreement shall be binding upon and inure to the benefit of the Debtor, Reorganized Quigley, Pfizer, the Asbestos PI Trust and the Trustees and their respective successors and assigns, except that neither the Debtor nor the Asbestos PI Trust nor the Trustees may assign or otherwise transfer any of its, or his or her rights or obligations under this Asbestos PI Trust Agreement, except, in the case of the Asbestos PI Trust and the Trustees, as contemplated by Section 3.01.

Section 8.07 Limitation on Claim Interests for Securities Laws Purposes. Asbestos PI Claims and any interests therein (a) shall not be assigned, conveyed, hypothecated, pledged or otherwise transferred, voluntarily or involuntarily, directly or indirectly, except by will or under the laws of descent and distribution and except that the foregoing shall not apply to the holder of a claim that is subrogated to an Asbestos PI Claim as a result of its satisfaction of such Asbestos PI Claim; (b) shall not be evidenced by a certificate or other instrument; (c) shall not possess any voting rights; and (d) shall not be entitled to receive any dividends or interest.

Section 8.08 Entire Agreement; No Waiver. The entire agreement of the parties relating to the subject matter of this Asbestos PI Trust Agreement is contained herein and in the documents referred to herein, and this Asbestos PI Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial use of any right, power or privilege hereunder preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity, except as otherwise provided in the injunctions.

Section 8.09 Headings. The headings used in this Asbestos PI Trust Agreement are inserted for convenience only and do not constitute a portion of this Asbestos PI Trust Agreement or in any manner affect the construction of the provisions of this Asbestos PI Trust Agreement

Section 8.10 Governing Law. This Asbestos PI Trust Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to New York conflict of laws principles.

Section 8.11 Dispute Resolution. Any disputes that arise under this Asbestos PI Trust Agreement or under the Asbestos PI Trust Distribution Procedures or the Trust Bylaws shall be resolved by the Bankruptcy Court pursuant to the Plan, except as otherwise provided herein, or in the Asbestos PI Trust Distribution Procedures or in the Trust Bylaws. Notwithstanding anything else contained herein, to the extent any provision of this Asbestos PI Trust Agreement is inconsistent with any provision of the Plan or the Asbestos PI Trust Distribution Procedures, the Plan or the Asbestos PI Trust Distribution Procedures shall control.

Section 8.12 Enforcement and Administration. The provisions of this Asbestos PI Trust Agreement and the annexes hereto shall be enforced by the Bankruptcy Court pursuant to the Plan. The parties hereby further acknowledge and agree that the Bankruptcy Court shall have exclusive jurisdiction over the settlement of the accounts of the Trustees.

Section 8.13 Effectiveness. This Asbestos PI Trust Agreement shall not become effective until such time as it has been approved by the Bankruptcy Court and executed and delivered by all the parties hereto, and the Effective Date of the Plan has occurred.

Section 8.14 Counterpart Signatures. This Asbestos PI Trust Agreement may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument.

Section 8.15 Settlors. The Reorganized Debtor is hereby irrevocably designated as Settlor, and is hereby authorized to take any action required of the Settlor in connection with the Asbestos PI Trust.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Quigley Asbestos PI Trust Agreement this \_\_\_\_ day of \_\_\_\_\_, 2013.

**SETTLOR:**

**Quigley Company, Inc.**

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

**TRUSTEES:**

\_\_\_\_\_  
Name: **Anne M. Ferazzi**  
(Three-year term)

\_\_\_\_\_  
Name: **Charles Koppelman**  
(Four-year term)

\_\_\_\_\_  
Name: **Richard E. Neville**  
(Five-year term)

**FUTURE DEMAND HOLDERS'  
REPRESENTATIVE**

\_\_\_\_\_  
Name: **Albert Togut**

## TRUST ADVISORY COMMITTEE

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Name: **Perry Weitz**  
(Three-year term)

---

Name: **Robert Phillips**  
(Three-year term)

---

Name: **James Ferraro**  
(Four-year term)

---

Name: **Alan R. Brayton**  
(Four-year term)

---

Name: **Steven T. Baron**  
(Five-year term)

---

Name: **John D. Cooney**  
(Five-year term)

---

Name: **Armand J. Volta, Jr.**  
(Five-year term)

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Exhibit A  
to Quigley Company, Inc.  
Asbestos Personal Injury Trust Agreement

RESERVED

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Exhibit B  
to Quigley Company, Inc.  
Asbestos Personal Injury Trust Agreement

**QUIGLEY COMPANY, INC.**  
**ASBESTOS PI TRUST BYLAWS**

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**QUIGLEY COMPANY, INC.  
ASBESTOS PI TRUST BYLAWS**

**ARTICLE I**

**OFFICES**

Section 1. Principal Office. The Trustees shall determine the location of the initial principal office of the Quigley Company, Inc. Asbestos PI Trust (the “Asbestos PI Trust”) once they are appointed. The Trustees may change the principal office of the Asbestos PI Trust from time to time.

Section 2. Other Offices. The Asbestos PI Trust<sup>1</sup> may have such other offices at such other places as the Trustees may from time to time determine to be necessary for the efficient and cost-effective administration of the Asbestos PI Trust.

**ARTICLE II**

**TRUSTEES**

Section 1. Control of Property, Business, and Affairs. The property, business, and affairs of the Asbestos PI Trust shall be managed by or under the direction of the Trustees, provided that certain decisions of the Trustees shall be subject to the consent of the Trust Advisory Committee and the Future Demand Holders’ Representative, as provided in the Quigley Company, Inc. Asbestos Personal Injury Trust Agreement (the “Asbestos PI Trust Agreement”), to which these Bylaws are attached.

Section 2. Quorum and Manner of Acting. A majority of the Trustees shall constitute a quorum for the transaction of business. In the absence of a quorum, the Trustees present may adjourn the meeting from time to time until a quorum shall be present. The vote, at a meeting at which a quorum is present, of a majority of Trustees shall be an act of the Trustees.

Section 3. Regular Meetings. Regular meetings of the Trustees with the Trust Advisory Committee and the Future Demand Holders’ Representative may be held at such time and place as shall from time to time be determined by the Trustees, provided that the Trustees shall meet at least once per calendar quarter on a schedule announced as soon as practicable after the Effective Date, and on the anniversary of the Effective Date thereafter. After there has been such determination, and a notice thereof has been given to each Trustee, members of the Trust Advisory Committee and the Future Demand Holders’ Representative, regular meetings may be held without further notice being given.

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<sup>1</sup> Capitalized terms used herein shall have the meanings ascribed to them in the Quigley Company, Inc. Fifth Amended and Restated Plan of Reorganization Under Chapter 11 of the Bankruptcy Code. All capitalized terms not defined therein, shall have the meanings ascribed to them in the Bankruptcy Code or Federal Rules of Bankruptcy Procedure, and such definitions are incorporated herein by reference.

Section 4. Special Meeting Notice. Special meetings of the Trustees shall be held whenever called by one or more of the Trustees. Notice of each such meeting shall be delivered by overnight courier to each Trustee, members of the Trust Advisory Committee, and the Future Demand Holders' Representative, addressed to them at the place designated by each of them for receipt of such notice, or, failing such designation, at their residence or usual place of business, at least three (3) days before the date on which the meeting is to be held, or shall be sent to them at such place by personal delivery or by telephone or telecopy not later than two (2) days before the day on which such meeting is to be held. Such notice shall state the place, date, and hour of the meeting and the purposes for which it is called. In lieu of the notice to be given as set forth above, a waiver thereof in writing, signed by the Trustee or Trustees, members of the Trust Advisory Committee, or the Future Demand Holders' Representative entitled to receive such notice, whether before or after the meeting, shall be deemed equivalent thereto for purposes of this Section 4. No notice or waiver by any Trustee, member of the Trust Advisory Committee, or the Future Demand Holders' Representative, with respect to any special meeting, shall be required if such person shall be present at said meeting. Members of the Trust Advisory Committee and Future Demand Holders' Representative shall be entitled to attend every special meeting of the Trustees.

Section 5. Action Without a Meeting; Meeting by Conference Call. Any action required or permitted to be taken at any meeting of the Trustees may be taken without a meeting if all Trustees, after notice to the Trust Advisory Committee and the Future Demand Holders' Representative, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Trustees.

The Trustees also may take any action required or permitted to be taken at any meeting by means of telephone conference or similar communication equipment provided that all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this paragraph shall constitute presence in person at such meeting.

### **ARTICLE III**

#### **OFFICERS**

Section 1. Principal Officers. The principal officer of the Asbestos PI Trust shall be the Managing Trustee, as appointed pursuant to Section 5.01 of the Asbestos PI Trust Agreement. The Managing Trustee shall have the authority to legally bind the Asbestos PI Trust upon an act of the Trustees pursuant to Section 2 of Article II hereof. The Asbestos PI Trust also may have such other officers as the Trustees may appoint after determining that such appointment will promote the efficient and cost-effective administration of the Asbestos PI Trust.

Section 2. Election and Term of Office. The principal officer or officers of the Asbestos PI Trust shall be chosen by the Trustees. Each such officer shall hold office until his or her successor shall have been duly chosen and qualified or until the earlier of his or her death, resignation, retirement, or removal.

Section 3. Subordinate Officers. In addition to the principal officer enumerated in Section 1 of this Article III, the Asbestos PI Trust may have such other subordinate officers, agents, and employees as the Trustees may deem necessary for the efficient and cost-effective administration of the Asbestos PI Trust, each of whom shall hold office for such period, have such authority, and perform such duties as the Trustees may from time to time determine. The Trustees may delegate to any principal officer the power to appoint and to remove any such subordinate officers, agents, or employees.

Section 4. Removal. The Managing Trustee may be removed pursuant to Section 5.02(c) of the Asbestos PI Trust Agreement. Any other officer may be removed with or without cause, at any time, by resolution adopted by the Trustees at any regular meeting of the Trustees or at any special meeting of the Trustees called for that purpose.

Section 5. Resignations. Any officer may resign at any time by giving written notice to the Trustees. The resignation of any officer shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Powers and Duties. The officers of the Asbestos PI Trust shall have such powers and perform such duties as may be conferred upon or assigned to them by the Trustees.

## ARTICLE IV

### ADMINISTRATION

Section 1. Amendments. The Bylaws of the Asbestos PI Trust, other than Article II, Section 4 of Article III, and this Article IV, may be amended by the Trustees at any meeting of the Trustees, provided that notice of the proposed amendment is contained in the notice of such meeting. The remaining Bylaws may be amended by the Trustees only after receipt of the consent of the Trust Advisory Committee and the Future Demand Holders' Representative to the proposed amendment.

Section 2. Inconsistency. In the event of an inconsistency between these Bylaws and the Asbestos PI Trust Agreement, the Asbestos PI Trust Agreement shall govern. In the event of an inconsistency between these Bylaws and the Plan, the Plan shall govern.

**EXHIBIT B**

**TO**

**QUIGLEY COMPANY, INC. FIFTH AMENDED AND RESTATED PLAN OF  
REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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**ASBESTOS PI TRUST DISTRIBUTION PROCEDURES**

Exhibit B  
to Quigley Company, Inc. Fifth Amended and Restated Plan of Reorganization  
Under Chapter 11 of the Bankruptcy Code

**QUIGLEY COMPANY, INC.**  
**ASBESTOS PI TRUST DISTRIBUTION PROCEDURES**

[ ] [ ], 2013

**QUIGLEY COMPANY, INC.**  
**ASBESTOS PI TRUST DISTRIBUTION PROCEDURES**

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**QUIGLEY COMPANY, INC.**  
**ASBESTOS PI TRUST DISTRIBUTION PROCEDURES**

The QUIGLEY COMPANY, INC. ASBESTOS PI TRUST DISTRIBUTION PROCEDURES (“Asbestos TDP”) contained herein provide for resolving all Asbestos PI Claims (as that term is defined herein and in the Quigley Company, Inc. Fifth Amended and Restated Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (“Plan”)) as provided in and required by the Plan and by the Quigley Company, Inc. Asbestos PI Trust Agreement (“Asbestos PI Trust Agreement”). The Plan and Asbestos PI Trust Agreement establish the Quigley Company, Inc. Asbestos PI Trust (“Asbestos PI Trust”). The Trustees of the Asbestos PI Trust (“Trustees”) shall implement and administer this Asbestos TDP in accordance with the Asbestos PI Trust Agreement.

SECTION I

Introduction

Section 1.1. Purpose

This Asbestos TDP has been adopted pursuant to the Asbestos PI Trust Agreement. It is designed to provide fair, equitable and substantially similar treatment for all Asbestos PI Claims that may presently exist or may arise in the future.

Section 1.2. Interpretation

Except as may otherwise be provided below, nothing in this Asbestos TDP shall be deemed to create a substantive right for any claimant. The rights and benefits provided herein to holders of Asbestos PI Claims shall vest in such holders as of the Effective Date.

Section 1.3. Definitions

Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Plan or in the Asbestos PI Trust Agreement.

SECTION II

Overview

Section 2.1. Asbestos PI Trust Goals

The goal of the Asbestos PI Trust is to treat all claimants equitably. This Asbestos TDP furthers that goal by setting forth procedures for processing and paying Quigley’s several share of the unpaid portion of the liquidated value of Asbestos PI Claims on an impartial, first in first out (“FIFO”) basis generally, with the intention of paying all claimants over time as equivalent a share as possible of the value of their claims based on historical values for substantially similar claims in the tort system. To this end, this Asbestos TDP establishes a schedule of seven

asbestos-related diseases (“Disease Levels”) for the resolution of Asbestos PI Claims. All Disease Levels have presumptive medical and exposure requirements (“Medical/Exposure Criteria”), six have specific liquidated values (“Scheduled Values”), and all seven have anticipated average values (“Average Values”) and caps on their liquidated values (“Maximum Values”). The Disease Levels, Medical/Exposure Criteria, Scheduled Values, Average Values and Maximum Values, which are set forth in Section 5.3 below, have all been selected and derived with the intention of achieving a fair allocation of the Asbestos PI Trust funds as among claimants suffering from different disease processes in light of the best available information considering the settlement histories of Quigley and the rights claimants would have in the tort system absent the Chapter 11 bankruptcy. A claimant may not assert more than one Asbestos PI Claim hereunder.

## Section 2.2. Claims Liquidation Procedures — General Overview

Asbestos PI Claims shall be processed based on their place in a FIFO Processing Queue to be established pursuant to Section 5.1(a)(1) below. The Asbestos PI Trust shall take all reasonable steps to resolve Asbestos PI Claims as efficiently and expeditiously as possible at each stage of claims processing and arbitration, which steps may include, in the Asbestos PI Trust’s sole discretion, conducting settlement discussions with claimants’ representatives with respect to more than one claim at a time, provided that the claimants’ respective positions in the FIFO Processing Queue are maintained and each claim is individually evaluated pursuant to the valuation factors set forth in Section 5.3(b)(2) below. The Asbestos PI Trust shall also make every effort to resolve each year at least that number of Asbestos PI Claims required to exhaust the Maximum Annual Payment and the Maximum Available Payment for Category A and Category B claims, as those terms are defined below.

### (a) General Process for Liquidation of Asbestos PI Claims

The Asbestos PI Trust shall liquidate all Asbestos PI Claims except Foreign Claims (as defined below) that meet the presumptive Medical/Exposure Criteria of Disease Levels I-IV, VI, and VII under the Expedited Review Process described in Section 5.3(a) below. Claims involving Disease Levels I-IV, VI, and VII that do not meet the presumptive Medical/Exposure Criteria for the relevant Disease Level may undergo the Asbestos PI Trust’s Individual Review Process described in Section 5.3(b) below. In such case, notwithstanding that the claim does not meet the presumptive Medical/Exposure Criteria for the relevant Disease Level, the Asbestos PI Trust can offer the claimant an amount up to the Scheduled Value of that Disease Level if the Asbestos PI Trust is satisfied that the claimant has presented a claim that would be cognizable and valid in the tort system.

Asbestos PI Claims involving Disease Levels III-VII tend to raise more complex valuation issues than the claims in Disease Levels I-II. Accordingly, in lieu of liquidating such claimant’s claim under the Expedited Review Process, claimants holding Asbestos PI Claims involving Disease Levels III, IV, VI or VII may, in addition or alternatively, seek to establish a liquidated value for the claim that is greater than its Scheduled Value by electing the Asbestos PI Trust’s Individual Review Process. However, the liquidated value of a more serious Disease Level III, IV, VI, or VII claim that undergoes the Individual Review Process for valuation purposes may be determined to be less than its Scheduled Value, and, in any event, shall not

exceed the Maximum Value for the relevant Disease Level set forth in Section 5.3(b)(3) below, unless the claim qualifies as an Extraordinary Claim as defined in Section 5.4(a) below, in which case its liquidated value cannot exceed the maximum extraordinary value specified in that provision for such claims. Level V (Lung Cancer 2) claims and all Foreign Claims may be liquidated only pursuant to the Asbestos PI Trust's Individual Review Process.

Based upon Quigley's claims settlement histories in light of applicable tort law and current projections of present and future unliquidated claims, the Scheduled Values and Maximum Values for Asbestos PI Claims set forth in Section 5.3(b)(3) have been established for each of the four more serious Disease Levels that are eligible for Individual Review of their liquidated values, with the expectation that the combination of settlements at the Scheduled Values and those resulting from the Individual Review Process should result in the Average Values also set forth in that provision.

(b) Unresolved Disputes

All unresolved disputes over a claimant's medical condition, exposure history and/or the liquidated value of the claim shall be subject to binding or non-binding arbitration as set forth in Section 5.10 below, at the election of the claimant, under the ADR Procedures to be established by the Asbestos PI Trust. Asbestos PI Claims that are the subject of a dispute with the Asbestos PI Trust that cannot be resolved by non-binding arbitration may enter the tort system as provided in Sections 5.11 and Section 7.6 below. However, if and when a claimant obtains a judgment in the tort system, the judgment shall be payable (subject to the Payment Percentage, the Maximum Available Payment, and the Claims Payment Ratio provisions set forth below) as provided in Section 7.7 below.

Section 2.3. Application of the Payment Percentage

After the liquidated value of an Asbestos PI Claim is determined pursuant to the procedures set forth herein for Expedited Review, Individual Review, arbitration, or litigation in the tort system, the claimant shall ultimately receive a pro rata share of that value based on the Payment Percentage as described and defined in Section 4.2 below. The Payment Percentage shall also apply to all Pre-Petition Liquidated Asbestos PI Claims as provided in Sections 4.2 and 5.2 below, to all Asbestos PI Deficiency Claims and to all sequencing adjustments paid pursuant to Section 7.5 below.

The initial Payment Percentage has been calculated on the assumption that the Average Values set forth in Section 5.3(b)(3) below shall be achieved with respect to existing present claims and projected future claims involving Disease Levels III-VII.

The Payment Percentage may thereafter be adjusted upwards or downwards from time to time by the Asbestos PI Trust with the consent of the Trust Advisory Committee and Future Demand Holders' Representative to reflect then-current estimates of the Asbestos PI Trust's assets and its liabilities, as well as the then-estimated value of pending and future Asbestos PI Claims. Any adjustment to the initial Payment Percentage shall be made only pursuant to Section 4.2 below. If the Payment Percentage is increased over time, claimants whose claims were liquidated and paid in prior periods under this Asbestos TDP shall receive additional

payments only as provided in Section 4.3 below. Because there is uncertainty in the prediction of both the number and severity of future Asbestos PI Claims, and the amount of the Asbestos PI Trust's assets, no guarantee can be made of any Payment Percentage of an Asbestos PI Claim's liquidated value.

Section 2.4. Asbestos PI Trust's Determination of the Maximum Annual Payment and Maximum Available Payment

After calculating the initial Payment Percentage and thereafter if the Payment Percentage is adjusted pursuant to Section 4.2, the Asbestos PI Trust shall model the cash flow, principal and income year-by-year to be paid over the entire life of the Asbestos PI Trust to ensure that all present and future holders of Asbestos PI Claims are and will be compensated at the appropriate Payment Percentage consistent with the overall goal. In each year, based upon the model of cash flow, the Asbestos PI Trust shall be empowered to pay out the portions of its funds payable for that year according to the model (the "Maximum Annual Payment"). The Asbestos PI Trust's distributions to all claimants for that year shall not exceed the Maximum Annual Payment for such year. The Payment Percentage and the Maximum Annual Payment figures are based on projections over the lifetime of the Asbestos PI Trust. As noted in Section 2.3 above, if such long-term projections are revised, the Payment Percentage may be adjusted accordingly, and if so, the Asbestos PI Trust shall create a new model of the Asbestos PI Trust's anticipated cash flow and a new calculation of the Maximum Annual Payment figures.

However, year-to-year variations in the Asbestos PI Trust's flow of claims or the value of its assets, including earnings thereon, will not necessarily mean that the long-term projections are inaccurate; they may simply reflect normal variations, both up and down, from the curve created by the Asbestos PI Trust's long-term projections. If, in a given year, however, asset values, including earnings thereon, are below projections, the Asbestos PI Trust may need to distribute less in that year than would otherwise be permitted based on the original Maximum Annual Payment derived from long-term projections. Accordingly, the original Maximum Annual Payment for a given year may be temporarily decreased if the present value of the relevant assets of the Asbestos PI Trust as measured on a specified date during the year is less than the present value of those assets projected for that date by the cash flow model described in the foregoing paragraph. The Asbestos PI Trust shall make such a comparison whenever the Trustee becomes aware of any information that suggests that such a comparison should be made and, in any event, no less frequently than once every six months. If the Asbestos PI Trust determines that as of the date in question, the present value of the Asbestos PI Trust's assets is less than the projected present value of its assets for such date, then it will remodel the cash flow year by year to be paid over the life of the Asbestos PI Trust based upon the reduced value of the total assets as so calculated and identify the reduced portion of its funds to be paid for that year, which shall become the Temporary Maximum Annual Payment (additional reductions in the Maximum Annual Payment can occur during the course of that year based upon subsequent calculations).

If in any year a Maximum Annual Payment was temporarily reduced as a result of an earlier calculation and, based upon a later calculation, the differential between the projected present value of the Asbestos PI Trust's assets and the actual present value of its assets has decreased, the Temporary Maximum Annual Payment shall be increased to reflect the decrease in the differential. In no event, however, shall a Temporary Maximum Annual Payment exceed

the original Maximum Annual Payment. As a further safeguard, the Asbestos PI Trust's distributions during the first nine (9) months of a year shall not exceed 85% of the Maximum Annual Payment determined for that year. If on December 31 of any given year the Asbestos PI Trust is employing a Temporary Maximum Annual Payment rather than the original Maximum Annual Payment for the year, the original Maximum Annual Payment for the following year shall be reduced appropriately.

In distributing the Maximum Annual Payment, the Asbestos PI Trust shall first allocate the amounts available for payment to claims in the following three categories: (a) any outstanding Pre-Petition Liquidated Asbestos PI Claims, (b) any Asbestos PI Claims that are liquidated by the Asbestos PI Trust and both (i) based on a diagnosis dated prior to the Effective Date and (ii) subsequently filed with the Asbestos PI Trust within one year following the date the Asbestos PI Trust first accepts for processing the proof of claim forms and other materials required to file a claim with the Asbestos PI Trust ("Existing Claims"), and (c) any Exigent Hardship Claims (as defined in Section 5.4(b) below).

If the Maximum Annual Payment is insufficient to pay all claims in the immediately foregoing categories (a), (b), and (c) to which that Maximum Annual Payment applies, then claims shall be paid in proportion to the aggregate value of each group of claims, and the available funds allocated to each group of claims shall be paid to the maximum extent to claimants in the particular group based on their place in their respective FIFO Payment Queue. Claims in any group for which there are insufficient funds shall be carried over to the next year and placed at the head of the FIFO Payment Queue. If there is a decrease in the Payment Percentage prior to the payment of such claims, any such claims shall, nevertheless, be entitled to be paid at the Payment Percentage that they would have been entitled to receive but for the application of the Maximum Annual Payment. The remaining portion of the Maximum Annual Payment (the "Maximum Available Payment"), if any, shall then be allocated and used to satisfy all other liquidated Asbestos PI Claims, subject to the Claims Payment Ratio set forth in Section 2.5 below; provided, however, that if the Maximum Annual Payment is reduced during a year pursuant to the provisions above, the Maximum Available Payment shall be adjusted accordingly. Claims in the groups described in (a), (b), and (c) above shall not be subject to the Claims Payment Ratio.

#### Section 2.5. Claims Payment Ratio

Based upon Quigley's claims settlement histories and analysis of present and future claims, a Claims Payment Ratio has been determined which, as of the Effective Date, has been set at 83% for Category A claims, which consist of Asbestos PI Claims involving severe asbestosis and malignancies (Disease Levels III-VII), and at 17% for Category B claims, which are Asbestos PI Claims involving non-malignant Asbestosis or Pleural Disease (Disease Levels I and II).

In each year, after the determination of the Maximum Available Payment described in Section 2.4 above, 83% of each Maximum Available Payment amount shall be available to pay Category A claims and 17% of that amount shall be available to pay Category B claims that have been liquidated since the Petition Date except for claims that have been liquidated which, pursuant to Section 2.4 above, are not subject to the Claims Payment Ratio; provided, however,

that if the Maximum Annual Payment is reduced during the year pursuant to the provisions of Section 2.4 above, the amounts available to pay Category A and Category B claims shall be recalculated based on the adjusted Maximum Available Payment.

In the event that there are insufficient funds in any year to pay the liquidated claims within either or both of the Categories, the available funds allocated to the particular Category shall be paid to the maximum extent to claimants in that Category based on their place in the FIFO Payment Queue described in Section 5.1(c) below, which shall be based upon the date of claim liquidation. Claims for which there are insufficient funds allocated to the relevant Category shall be carried over to the next year where they shall be placed at the head of the FIFO Payment Queue. If there is a decrease in the Payment Percentage prior to the payment of such claims, such claims shall, nevertheless, be entitled to be paid at the Payment Percentage that they would have been entitled to receive but for the application of the Claims Payment Ratio. If there are excess funds in either or both Categories, because there is an insufficient amount in liquidated claims to exhaust the Maximum Available Payment for that Category, then the excess funds for either or both Categories shall be rolled over and remain dedicated to the respective Category to which they were originally allocated. During the first nine months of a given year, the Asbestos PI Trust's payments to claimants in a Category shall not exceed the amount of any excess funds that were rolled over for such Category from the prior year plus 85% of the amount that would otherwise be available for payment to claimants in such Category.

The 83%/17% Claims Payment Ratio and its rollover provision shall be continued absent circumstances necessitating amendment to avoid a manifest injustice. In considering whether to make any amendments to the Claims Payment Ratio and/or its rollover provisions, the Trustees shall consider the reasons for which the Claims Payment Ratio and its rollover provisions were adopted, the settlement histories that gave rise to its calculation, and the foreseeability or lack of foreseeability of the reasons why there would be any need to make an amendment. In that regard, the Trustees should keep in mind the interplay between the Payment Percentage and the Claims Payment Ratio as it affects the net cash actually paid to claimants.

The Claims Payment Ratio shall not be amended until the first anniversary of the date the Asbestos PI Trust first accepts for processing proof of claim forms and the other materials required to file a claim with the Asbestos PI Trust. In any event, no amendment to the Claims Payment Ratio to reduce the percentage allocated to Category "A" claims may be made without the unanimous consent of the Trust Advisory Committee and Future Demand Holders' Representative, and the percentage allocated to Category A claims may not be increased without the consent of the Trust Advisory Committee and Future Demand Holders' Representative. The consent procedures set forth in Sections 6.06 and 7.07 of the Asbestos PI Trust Agreement shall apply in the event of any amendments to the Claims Payment Ratio. The Trust, with the consent of the Trust Advisory Committee and Future Demand Holders' Representative, may offer the option of a reduced Payment Percentage to holders of claims in either Category A or Category B in return for prompter payment (the "Reduced Payment Option").

Section 2.6. (Intentionally Omitted)

### Section 2.7. Indirect Asbestos PI Claims

As set forth in Section 5.6 below, Indirect Asbestos PI Claims, if any, shall be subject to the same categorization, evaluation and payment provisions of this Asbestos TDP as all other Asbestos PI Claims.

## SECTION III

### Asbestos TDP Administration

#### Section 3.1. Asbestos PI Trust Advisory Committee and Future Demand Holders' Representative

Pursuant to the Plan and the Asbestos PI Trust Agreement, the Asbestos PI Trust and this Asbestos TDP shall be administered by the Trustees in consultation with the Trust Advisory Committee, which represents the interests of holders of present Asbestos PI Claims, and the Future Demand Holders' Representative, who shall serve in a fiduciary capacity for the purpose of protecting the rights of Future Demand Holders in accord with 11 U.S.C. § 524(g). The Trustees shall obtain the consent of the Trust Advisory Committee and the Future Demand Holders' Representative to any amendments to this Asbestos TDP pursuant to Section 8.1 below and to such other matters as are otherwise required below and in Section 3.02(f) of the Asbestos PI Trust Agreement. The Trustees shall also consult with the Trust Advisory Committee and the Future Demand Holders' Representative on such matters as are provided below and in Section 3.02(e) of the Asbestos PI Trust Agreement. The initial Trustees, the initial members of the Trust Advisory Committee, and the initial Future Demand Holders' Representative are identified in the Asbestos PI Trust Agreement.

#### Section 3.2. Consent and Consultation Procedures

In those circumstances in which consultation or consent is required, the Trustees shall provide written notice to the Trust Advisory Committee and the Future Demand Holders' Representative of the specific amendment or other action that is proposed. The Trustees shall not implement such amendment nor take such action unless and until the parties have engaged in the Consultation Process described in Sections 6.06(a) and 7.07(a) of the Asbestos PI Trust Agreement, or the Consent Process described in Sections 6.06(b) and 7.07(b) of the Asbestos PI Trust Agreement, respectively.

## SECTION IV

### Payment Percentage; Periodic Estimates

#### Section 4.1. Uncertainty of Quigley's Personal Injury Asbestos Liabilities

As discussed above, there is inherent uncertainty regarding Quigley's total asbestos-related tort liabilities, as well as the total value of the assets available to the Asbestos PI Trust to pay Asbestos PI Claims. Consequently, there is inherent uncertainty regarding the amounts that

holders of Asbestos PI Claims shall receive. To seek to ensure substantially equivalent treatment of all present and future Asbestos PI Claims, the Trustees must determine from time to time the percentage of full liquidated value that holders of present and future Asbestos PI Claims shall be likely to receive, *i.e.*, the “Payment Percentage” described in Section 2.3 above and Section 4.2 below.

#### Section 4.2. Computation of Payment Percentage

All Asbestos PI Claims shall be entitled to receive a distribution based on the then-applicable Payment Percentage for the Quigley direct claim except as provided herein. The Payment Percentage for the Quigley direct claim shall initially be 7.5% of full liquidated value of the Claims as specified herein. The Payment Percentage for the Pfizer derivative claim shall initially be 23% of full liquidated value as specified herein. Because the Releasing Asbestos PI Claimants are entitled to receive payment for the Quigley direct claim and not for the Pfizer derivative claim, the Payment Percentage for all Releasing Asbestos PI Claimants shall initially be 7.5% of full liquidated value of the Claims as specified herein. Because the Non-Releasing Asbestos PI Claimants are entitled to receive payment for both the Quigley direct claim and the Pfizer derivative claim, the Payment Percentage for all Non-Releasing Asbestos PI Claimants shall initially be 30.5% (which is comprised of 7.5% initially for the Quigley direct claim and 23% initially for the Pfizer derivative claim) of full liquidated value as specified herein. The Payment Percentage shall be subject to change pursuant to the terms of this Asbestos TDP and the Asbestos PI Trust Agreement if the Trustees, with the consent of the Trust Advisory Committee and the Future Demand Holders’ Representative, determine that the Payment Percentage should be changed to assure that the Asbestos PI Trust shall be in a financial position to pay holders of present and future Asbestos PI Claims in substantially the same manner. In making adjustments to the Payment Percentage, the Asbestos PI Trust shall ensure that (i) Releasing Asbestos PI Claimants and Non-Releasing Asbestos PI Claimants shall receive the same Payment Percentage, applicable at the time that such Asbestos PI Claims are liquidated, as provided herein with respect to the Quigley direct claim, and (ii) the ratio between the Payment Percentage for the Quigley direct claim (initially 7.5%) and the Payment Percentage for the Pfizer derivative claim (initially 23%) is maintained.

No less frequently than once every three (3) years, commencing with the first day of January occurring after the Effective Date, the Trustees shall reconsider the Payment Percentage to assure that it is based on accurate, current information and may, after such reconsideration, change the Payment Percentage, if necessary, with the consent of the Trust Advisory Committee and the Future Demand Holders’ Representative. The Trustees shall also reconsider the Payment Percentage at shorter intervals if they deem such reconsideration to be appropriate or if requested to do so by the Trust Advisory Committee or the Future Demand Holders’ Representative. In any event, no less frequently than once every twelve (12) months, commencing on the Initial Claims Filing Date, as defined in Section 5.1(a) below, the Trustees shall compare the liability forecast on which each component of the Payment Percentage is based with the actual claims filing and payment experience of the Asbestos PI Trust to date. If the results of the comparison call into question the ability of the Asbestos PI Trust to continue to rely upon the current liability forecast, the Trustees shall undertake a reconsideration of the Payment Percentage.

The Trustees must base their determination of the Payment Percentage on current estimates of the number, types, and values of present and future Asbestos PI Claims, the value of the assets then available to the Asbestos PI Trust for their payment, all anticipated administrative and legal expenses, and any other material matters that are reasonably likely to affect the sufficiency of funds to pay a comparable percentage of full value to all holders of Asbestos PI Claims, accounting for whether the Claims are asserted by Releasing or Non-Releasing Asbestos PI Claimants. When making these determinations, the Trustees shall exercise common sense and flexibly evaluate all relevant factors. Neither the Payment Percentage applicable to Category A claims nor the Payment Percentage applicable to Category B claims may be reduced to alleviate delays in payments of claims in the other Category. Both Categories of claims shall receive the same Payment Percentage, adjusted only to account for whether Claimants are Releasing or Non-Releasing Asbestos PI Claimants. However, payment may be deferred as needed, and a Reduced Payment Option may be instituted as described in Section 2.5 above.

#### Section 4.3. Applicability of the Payment Percentage

Except as otherwise provided in (a) Section 5.1(c) below for Asbestos PI Claims involving deceased or incompetent claimants for which approval of the Asbestos PI Trust's offer by a court or through a probate process is required, and (b) in the paragraph below with respect to Released Claims, no holder of any Asbestos PI Claim shall receive a payment that exceeds the liquidated value of the claim times the applicable Payment Percentage in effect at the time of payment; provided, however, that if there is a reduction in the applicable Payment Percentage, the Trustees, in their sole discretion, may cause the Asbestos PI Trust to pay an Asbestos PI Claim based on the Payment Percentage that was in effect prior to the reduction if such Asbestos PI Claim was filed and reviewable by the Asbestos PI Trust ninety (90) days or more prior to the date the Trustees proposed the new Payment Percentage in writing to the Trust Advisory Committee and the Future Demand Holders' Representative (the "Proposal Date") and the processing of such claim was unreasonably delayed due to circumstances beyond the control of the claimant or the claimant's counsel, but only if such claim had no deficiencies for the ninety (90) days prior to the Proposal Date.

If a redetermination of the Payment Percentage has been proposed in writing by the Trustees to the Trust Advisory Committee and the Future Demand Holders' Representative but has not yet been adopted, the claimant shall receive the lower of the current Payment Percentage or the proposed Payment Percentage. However, if the proposed Payment Percentage(s) was the lower amount but was not subsequently adopted, the claimant shall thereafter receive the difference between the lower proposed amount and the higher current amount. Conversely, if the proposed Payment Percentage was the higher amount and was subsequently adopted, the claimant shall thereafter receive the difference between the lower current amount and the higher adopted amount.

Notwithstanding anything contained herein, if the proposed Payment Percentage is lower than the current Payment Percentage, a claimant whose Asbestos PI Claim was liquidated prior to the Proposal Date and who either (a) transmitted<sup>1</sup> an executed release to the Asbestos PI Trust

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<sup>1</sup> For purposes of this sentence, "transmitted" is defined as the date/time postmarked if submitted by mail or the date/time uploaded if submitted electronically.

prior to the Proposal Date or (b) with respect to those claimants who had received releases fewer than thirty (30) days prior to the Proposal Date, transmitted an executed release to the Asbestos PI Trust within thirty (30) days of the claimant's receipt of the release (the claims described in (a) and (b) are collectively referred to herein as the "Released Claims") shall be paid based on the current Payment Percentage (the "Released Claims Payment Percentage"). For purposes hereof, (a) a claimant represented by counsel shall be deemed to have received a release on the date that the claimant's counsel receives the release, (b) if the Asbestos PI Trust transmits a release electronically, the release shall be deemed to have been received on the date the Asbestos PI Trust transmits the offer notification, and (c) if the Asbestos PI Trust places the release in the U.S. mail, postage prepaid, the release shall be deemed to have been received three (3) business days after such mailing date. A delay in the payment of the Released Claims for any reason, including delays resulting from limitations on payment amounts in a given year pursuant to Sections 2.4 and 2.5 hereof, shall not affect the rights of the holders of the Released Claims to be paid based on the Released Claims Payment Percentage.

At least thirty (30) days prior to proposing in writing to the Trust Advisory Committee and Future Demand Holders' Representative a change in the Payment Percentage, the Trustees shall issue a written notice to claimants or claimants' counsel indicating that the Trustees are reconsidering the Payment Percentage. During the period of time when the Trustees are contemplating a change in the Payment Percentage, the Asbestos PI Trust shall continue processing claims and making offers in a manner consistent with its normal course of business.

There is uncertainty surrounding the amount of the Asbestos PI Trust's future assets. There is also uncertainty surrounding the totality of the Asbestos PI Claims to be paid over time, as well as the extent to which changes in existing federal and state law could affect the Asbestos PI Trust's liabilities under this Asbestos TDP. If the value of the Asbestos PI Trust's future assets increases significantly and/or if the value or volume of Asbestos PI Claims actually filed with the Asbestos PI Trust is significantly lower than originally estimated, the Asbestos PI Trust shall use those proceeds and/or claims savings, as the case may be, first to maintain the Payment Percentage then in effect. If the Trustees, with the consent of the Trust Advisory Committee and the Future Demand Holders' Representative, make a determination to increase the Payment Percentage due to a material change in the estimates of the Asbestos PI Trust's future assets and/or liabilities, the Trustees shall also make supplemental payments to all claimants who previously liquidated their claims against the Asbestos PI Trust and received payments based on a lower Payment Percentage. The amount of any such supplemental payment shall be the liquidated value of the claim in question times the applicable newly adjusted Payment Percentage less all amounts previously paid to the claimant with respect to the claim (excluding the portion of such previously paid amounts that was attributable to any sequencing adjustment paid pursuant to Section 7.5 below).

The Trustees' obligation to make a supplemental payment to a claimant shall be suspended in the event the payment in question would be less than \$100.00, and the amount of the suspended payment shall be added to the amount of any prior supplemental payment/payments that was/were also suspended because it/they would have been less than \$100.00. However, the Trustees' obligation shall resume and the Trustees shall pay any such aggregate supplemental payments due the claimant at such time that the total exceeds \$100.00.

## SECTION V

### Resolution of Asbestos PI Claims

#### Section 5.1. Ordering, Processing and Payment of Claims

##### (a) Ordering of Claims

##### (1) Establishment of the FIFO Processing Queue

The Asbestos PI Trust shall order claims that are sufficiently complete to be reviewed for processing purposes on a FIFO basis except as otherwise provided herein (the “FIFO Processing Queue”). For all claims filed on or before the date six (6) months after the date that the Asbestos PI Trust first makes available the proof of claim forms and other claims materials required to file a claim with the Asbestos PI Trust (such six-month anniversary being referred to herein as the “Initial Claims Filing Date”), a claimant’s position in the FIFO Processing Queue shall be determined as of the earliest of (i) the date prior to the Petition Date (if any) that the specific asbestos claim was either filed against Quigley in the tort system or was actually submitted to Quigley pursuant to an administrative settlement agreement; (ii) the date before the Petition Date that the asbestos claim was filed against another defendant in the tort system if at the time the claim was subject to a tolling agreement with Quigley; (iii) the date after the Petition Date but before the date that the Asbestos PI Trust first makes available the proof of claim forms and other claims materials required to file a claim with the Asbestos PI Trust that the asbestos claim was filed against another defendant in the tort system; (iv) the date after the Petition Date but before the Effective Date that a proof of claim was filed by the claimant against Quigley in Quigley’s Chapter 11 proceeding; or (v) the date a ballot was submitted on behalf of the claimant for purposes of voting to accept or reject the Plan or an earlier version of the Plan pursuant to voting procedures approved by the Bankruptcy Court.

Following the Initial Claims Filing Date, the claimant’s position in the FIFO Processing Queue shall be determined by the date the claim is filed with the Asbestos PI Trust. If any claims are filed on the same date, the claimant’s position in the FIFO Processing Queue shall be determined by the date of the diagnosis of the claimant’s asbestos-related disease. If any claims are filed and diagnosed on the same date, the claimant’s position in the FIFO Processing Queue shall be determined by the claimant’s date of birth, with older claimants given priority over younger claimants.

##### (2) Effect of Statutes of Limitation and Repose

All unliquidated Asbestos PI Claims must meet either (i) for claims first filed in the tort system against Quigley prior to the Petition Date, the applicable federal, state and foreign statute of limitation and repose that was in effect at the time of the filing of the claim in the tort system; or (ii) for claims not filed against Quigley in the tort system prior to the Petition Date, the applicable federal, state or foreign statute of limitation that was in effect at the time of the filing with the Asbestos PI Trust. However, the running of the relevant statute of limitation shall be tolled as of the earliest of (a) the actual filing of the claim against Quigley prior to the Petition Date, whether in the tort system or by submission of the claim to Quigley pursuant to an

administrative settlement agreement; (b) the tolling of the claim against Quigley prior to the Petition Date by an agreement or otherwise, provided such tolling is still in effect on the Petition Date; or (c) the Petition Date.

If an Asbestos PI Claim meets any of the tolling provisions described in the preceding sentence and the claim was not barred by the applicable federal, state or foreign statute of limitation at the time of the tolling event, it shall be treated as timely filed if it is actually filed with the Asbestos PI Trust within three (3) years after the Initial Claims Filing Date. In addition, any claims that were first diagnosed after the Petition Date, irrespective of the application of any relevant statute of limitation or repose, may be filed with the Asbestos PI Trust within three (3) years after the date of diagnosis or within three (3) years after the Initial Claims Filing Date, whichever occurs later. However, the processing of any Asbestos PI Claim by the Asbestos PI Trust may be deferred at the election of the claimant pursuant to Section 6.3 below.

(b) Processing of Claims

As a general practice, the Asbestos PI Trust shall review its claims files on a regular basis and notify all claimants whose claims are likely to come up in the FIFO Processing Queue in the near future.

(c) Payment of Claims

Asbestos PI Claims that have been liquidated by the Expedited Review Process as provided in Section 5.3(a) below, by the Individual Review Process as provided in Section 5.3(b) below, by arbitration as provided in Section 5.10 below, or by litigation in the tort system provided in Section 7.6 below, shall be paid in FIFO order based on the date their liquidation became final (the “FIFO Payment Queue”), all such payments being subject to Payment Percentage, Maximum Available Payments, and Claims Payment Ratios, and the sequencing adjustment provided for in Section 7.5 below, except as otherwise provided herein. Pre-Petition Liquidated Claims, as defined in Section 5.2 below, shall be subject to the Maximum Annual Payment and Payment Percentage limitations but not to the Maximum Available Payment and Claims Payment Ratio provisions set forth above.

Where the claimant is deceased or incompetent and the settlement and payment of his or her claim must be approved by a court of competent jurisdiction or through a probate process prior to acceptance of the claim by the claimant’s representative, an offer made by the Asbestos PI Trust on the claim shall remain open so long as proceedings before that court or in that probate process remain pending, provided that the Asbestos PI Trust has been furnished with evidence that the settlement offer has been submitted to such court or in the probate process for approval. If the offer is ultimately approved by the court or through the probate process and accepted by the claimant’s representative, the Asbestos PI Trust shall pay the claim in the amount so offered, multiplied by the Payment Percentage in effect at the time the offer was first made.

If any claims are liquidated on the same date, the claimant’s position in the FIFO Payment Queue shall be determined by the date of the diagnosis of the claimant’s asbestos-related disease. If any claims are liquidated on the same date and the respective holders’

asbestos-related diseases were diagnosed on the same date, the position of those claims in the FIFO Payment Queue shall be determined by the Asbestos PI Trust based on the dates of the claimants' birth, with older claimants given priority over younger claimants.

Section 5.2. Resolution of Pre-Petition Liquidated Asbestos PI Claims

(a) Processing and Payment

As soon as practicable after the Effective Date, the Asbestos PI Trust shall pay, upon submission by the claimant of the appropriate documentation, all Pre-Petition Liquidated Asbestos PI Claims. A Pre-Petition Liquidated Asbestos PI Claim is defined as an Asbestos PI Claim that (i) was liquidated by a binding settlement agreement for the particular claim entered into prior to the Petition Date that is judicially enforceable against Quigley by the claimant; (ii) was liquidated by a judgment that became final and non-appealable prior to the Petition Date; (iii) is a claim of a Disputed Settlement Plaintiff – defined as those claimants who are identified on Schedule 2 to the Settlement Agreement among Pfizer, each of the plaintiffs listed on Schedules 1, 2, 3, and 4 of the Agreement, and the law firm of Reaud, Morgan & Quinn, L.L.P. dated as of December 14, 2012, who shall be entitled to submit claims consistent with their respective settlement values in the Disputed Settlement Agreements to the Asbestos PI Trust; (iv) is a claim of or on behalf of an individual listed on Schedule 2 to the Settlement Agreement among Pfizer, those claimants listed on Schedule 1 to that Agreement, and the law firms of Hissey Keintz, L.L.P. and Hissey, Kientz & Herron P.L.L.C. dated as of December 14, 2012, who shall be entitled to submit pre-petition liquidated claims consistent with their respective settlement values, as listed on Schedule 2 to the Asbestos PI Trust; or (v) is a Pfizer Personal Injury Claim identified on Schedule 1 to the Agreement among Pfizer, each Pfizer Personal Injury Claimant listed on Schedule 1, and the law firm of Brayton Purcell dated as of November 28, 2012, who shall be entitled to submit pre-petition liquidated claims consistent with their respective settlement values, as listed on Schedule 1 to the Asbestos PI Trust. To receive payment from the Asbestos PI Trust as a Pre-Petition Liquidated Asbestos PI Claimant, the holder of a Pre-Petition Liquidated Asbestos PI Claim must submit all documentation necessary to demonstrate to the Asbestos PI Trust that the claim was liquidated in the manner described in this paragraph.

Asbestos PI Deficiency Claims shall also be deemed Pre-Petition Liquidated Asbestos PI Claims for purposes of this Section 5.2(a).

Claims in Classes 2.02 through 2.05 shall be deemed Pre-Petition Liquidated Asbestos PI Claims, however, if and only to the extent that such claim is an Asbestos PI Deficiency Claim and if and only to the extent that such claimant has complied with the provisions of Section 5.2(b) of this Asbestos TDP.

If the Final Judgment for any claim in Classes 2.02 through 2.05 ultimately reverses any extant judgment against Quigley, then any remaining Asbestos PI Claim that such holder may have will automatically and without further act, deed, or court order be channeled to and assumed by the Asbestos PI Trust and liquidated pursuant to this Asbestos TDP as an unliquidated Asbestos PI Claim.

The liquidated value of a Pre-Petition Liquidated Asbestos PI Claim defined in subsection (a)(i) above shall be the unpaid portion of the amount set forth with respect to both Quigley and Pfizer in the binding settlement agreement. The liquidated value of Pre-Petition Liquidated Asbestos PI Claims defined in subsection (a)(ii) above shall be the unpaid portion of the amount of the final judgment. The liquidated value of the Pre-Petition Liquidated Asbestos PI Claims in subsection (a)(i) and (a)(ii) shall include interest, if any, that has accrued on that amount up to and as of the Petition Date in accordance with specific terms of the binding settlement agreement, if any, or under applicable state law for settlements or judgments. The liquidated value of Pre-Petition Liquidated Asbestos PI Claims in subsection (a)(iii) above shall be the amount set forth in the Disputed Settlement Agreements, which are the disputed agreements dated February 2003 through November 2003 included as part of Exhibit B to the Verified Statement of Reaud, Morgan & Quinn, L.L.P. Pursuant to Rule 2019 of the Federal Rules of Bankruptcy Procedure filed in *In re Quigley Co., Inc.*, No. 04-15739 (B.Ct. SDNY Nov. 15, 2004) (No. 173). The liquidated value of Pre-Petition Liquidated Asbestos PI Claims in subsection (a)(iv) above shall be the amount set forth in the “Agreed Prepetition Settlement Amount” column on Schedule 2 referenced in subsection (a)(iv) above. The liquidated value of Pre-Petition Liquidated Asbestos PI Claims in subsection (a)(v) above shall be the amounts set forth in the “Prepetition Liquidated Claim Settlement Amount” column on Schedule 1 referenced in subsection (a)(v) above.

Except as otherwise provided in Section 7.4 below, the liquidated value of a Pre-Petition Liquidated Asbestos PI Claim shall not include any punitive or exemplary damages. In addition, the amounts payable with respect to such Pre-Petition Liquidated Asbestos PI Claims shall not be subject to or taken into account in consideration of the Claims Payment Ratio and the Maximum Available Payment limitations but shall be subject to the Maximum Annual Payment and Payment Percentage provisions. In the absence of a final order of the Bankruptcy Court determining whether a settlement agreement is binding and judicially enforceable, a dispute between the claimant and the Asbestos PI Trust over this issue shall be resolved pursuant to the same procedures in this Asbestos TDP that are provided for resolving the validity and/or liquidated value of an Asbestos PI Claim (*i.e.*, arbitration and litigation in the tort system as set forth in Sections 5.10 and 7.6 below).

Pre-Petition Liquidated Asbestos PI Claims shall be processed and paid in accordance with their order in a separate FIFO queue to be established by the Asbestos PI Trust based on the date the Asbestos PI Trust received all required documentation for the particular claim; provided, however, the amounts payable with respect to such claims shall not be subject to or taken into account in consideration of the Claims Payment Ratio but shall be subject to the Maximum Annual Payment and Payment Percentage provisions set forth herein. If any Pre-Petition Liquidated Asbestos PI Claims were filed on the same date, the claimants’ positions in the FIFO queue for such claims shall be determined by the dates on which the claims were liquidated. If any Pre-Petition Liquidated Asbestos PI Claims were both filed and liquidated on the same dates, the positions of the claimants in the FIFO queue shall be determined by the claimants’ dates of birth, with older claimants given priority over younger claimants.

(b) Marshalling of Security

Holders of Pre-Petition Liquidated Asbestos PI Claims that are secured by letters of credit, appeal bonds, or other security or sureties shall first exhaust their rights against any applicable security or surety before making a claim against the Asbestos PI Trust. If, after application of such security or surety to such Pre-Petition Liquidated Asbestos PI Claim, the holder of such claim holds an Asbestos PI Deficiency Claim, such Asbestos PI Deficiency Claim shall be processed and paid as a Pre-Petition Liquidated Asbestos PI Claim subject to the provisions of Section 5.2(a) of this Asbestos TDP.

Section 5.3. Resolution of Unliquidated Asbestos PI Claims.

Within six (6) months after the establishment of the Asbestos PI Trust, the Trustees, with the consent of the Trust Advisory Committee and the Future Demand Holders' Representative, shall adopt procedures for reviewing and liquidating all unliquidated Asbestos PI Claims, which shall include setting deadlines for processing such claims. Such procedures shall also require claimants seeking resolution of unliquidated claims to first file a proof of claim form, together with the required supporting documentation, in accordance with the provisions of Sections 6.1 and 6.2 below. It is anticipated that the Asbestos PI Trust shall provide an initial response to the claimant within six (6) months of receiving the proof of claim form.

The proof of claim form shall require the claimant to assert his or her claim for the highest Disease Level for which the claim qualifies at the time of filing. Irrespective of the Disease Level alleged on the proof of claim form, all claims shall be deemed to be a claim for the highest Disease Level for which the claim qualifies at the time of filing, and all lower Disease Levels for which the claim may also qualify at the time of filing or in the future shall be treated as subsumed into the higher Disease Level for both processing and payment purposes.

Upon filing of a valid proof of claim form with the required supporting documentation, the claimant shall be placed in the FIFO Processing Queue in accordance with the ordering criteria described in Section 5.1(a) above. When the claim reaches the top of the FIFO Processing Queue, the Asbestos PI Trust shall process and liquidate the claim based upon the medical/exposure evidence submitted by the claimant, and under the Process elected by the claimant. If the claimant failed to elect a Process, the Asbestos PI Trust shall process and liquidate the claim under the Expedited Review Process, although the claimant shall retain the right to request Individual Review as described in Section 5.3(b) below.

(a) Expedited Review Process – Asbestos PI Claims

(1) In General

The Asbestos PI Trust's Expedited Review Process for Asbestos PI Claims is designed primarily to provide an expeditious, efficient and inexpensive method for liquidating all Asbestos PI Claims (except those involving Lung Cancer 2 (Disease Level V) and all Foreign Claims (as defined below), which shall be liquidated pursuant to the Asbestos PI Trust's Individual Review Process) where the claim can easily be verified by the Asbestos PI Trust as meeting the presumptive Medical/Exposure Criteria for the relevant Disease Level (the "Expedited Review Process"). Expedited Review, thus, provides claimants with a substantially

less burdensome process for pursuing Asbestos PI Claims than does the Individual Review Process described in Section 5.3(b) below. Expedited Review is also intended to provide qualifying claimants a fixed and certain claims payment.

Thus, claims that undergo Expedited Review and meet the presumptive Medical/Exposure Criteria for the relevant Disease Level shall be paid the Scheduled Value for such Disease Level set forth in Section 5.3(a)(3) below. However, all claims liquidated by Expedited Review shall be subject to the applicable Payment Percentage, the Maximum Available Payment, and the Claims Payment Ratio limitations set forth above; provided, however, that Existing Claims and Exigent Hardship Claims shall not be subject to the Maximum Available Payment and the Claims Payment Ratio. Claimants holding claims that cannot be liquidated by Expedited Review because they do not meet the presumptive Medical/Exposure Criteria for the relevant Disease Level may elect the Asbestos PI Trust's Individual Review Process set forth in Section 5.3(b) below.

Subject to the provisions of Section 5.8, the claimant's eligibility to receive the Scheduled Value for his or her Asbestos PI Claim pursuant to the Expedited Review Process shall be determined solely by reference to the Medical/Exposure Criteria set forth below for each of the Disease Levels eligible for Expedited Review.

(2) Claims Processing under Expedited Review for Asbestos PI Claims

All claimants seeking liquidation of their Asbestos PI Claims pursuant to Expedited Review shall file the Asbestos PI Trust's proof of claim form. As a proof of claim form is reached in the FIFO Processing Queue, the Asbestos PI Trust shall determine whether the claim described therein meets the Medical/Exposure Criteria for one of the six Disease Levels eligible for Expedited Review and shall advise the claimant of its determination. If a Disease Level is determined, the Asbestos PI Trust shall tender to the claimant an offer of payment of the Scheduled Value for the relevant Disease Level multiplied by the applicable Payment Percentage, together with a form of release approved by the Asbestos PI Trust. If the claimant accepts the Scheduled Value and returns the release properly executed, the claim shall be placed in the FIFO Payment Queue, following which the Asbestos PI Trust shall disburse payment subject to the limitations of the Maximum Available Payment and Claims Payment Ratio, if any.

(3) Disease Levels, Scheduled Values and Medical/Exposure Criteria for Asbestos PI Claims

The seven Disease Levels covered by this Asbestos TDP, together with the Medical/Exposure Criteria for each and the Scheduled Values for the six Disease Levels eligible for Expedited Review, are set forth below. These Disease Levels, Scheduled Values, and Medical/Exposure Criteria shall apply to all Trust Voting Claims filed with the Asbestos PI Trust on or before the Initial Claims Filing Date provided in Section 5.1 above for which the claimant elects the Expedited Review Process. "Trust Voting Claims" are claims (a) filed against Quigley in the tort system or actually submitted to Quigley pursuant to an administrative settlement agreement prior to the Petition Date or (b) filed against another defendant in the tort system after the Petition Date; provided the holder of any such claim described in (a) or (b) or his or her

authorized agent actually voted to accept or reject the Plan or an earlier version of the Plan pursuant to voting procedures established by the Bankruptcy Court unless such holder certifies to the satisfaction of the Trustees that he or she was prevented from voting as a result of circumstances resulting in a state of emergency affecting, as the case may be, the holder’s residence, principal place of business or legal representative’s place of business at which the holder or his or her legal representative receives notice and /or maintains material records relating to his or her Trust Voting Claim. Thereafter, for purposes of administering the Expedited Review Process and with the consent of the Trust Advisory Committee and the Future Demand Holders’ Representative, the Trustees may add to, change or eliminate Disease Levels, Scheduled Values, or Medical/Exposure Criteria; develop subcategories of Disease Levels, Scheduled Values, or Medical/Exposure Criteria; or determine that a novel or exceptional asbestos personal injury claim is compensable even though it does not meet the Medical/Exposure Criteria for any of the then-current Disease Levels.

<u>Disease Level</u>	<u>Scheduled Value</u>	<u>Medical/Exposure Criteria</u>
Mesothelioma (Level VII)	\$200,000	(1) Diagnosis <sup>2</sup> of mesothelioma, <b>and</b> (2) Quigley Exposure. <sup>3</sup>
Lung Cancer 1 (Level VI)	\$35,000	(1) Diagnosis of a primary lung cancer plus evidence of an underlying Bilateral Asbestos-Related Non-malignant Disease, <sup>4</sup> <b>and</b> (2)

<sup>2</sup> The requirements for a diagnosis of an asbestos-related disease that may be compensated under the provisions of this Asbestos TDP are set forth in Section 5.7 below.

<sup>3</sup> The term “Quigley Exposure” is defined at Section 5.7(b)(3) below.

<sup>4</sup> Evidence of “Bilateral Asbestos-Related Non-malignant Disease” for purposes of meeting the criteria for establishing Disease Levels I, II, IV, and VI means either (i) a chest X-ray read by a qualified B-reader of 1/0 or higher on the ILO scale or, (ii) (a) a chest X-ray read by a qualified B-reader or other Qualified Physician, (b) a CT scan read by a Qualified Physician, or (c) pathology, in each case showing bilateral interstitial fibrosis, bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification. Evidence submitted to demonstrate (i) or (ii) above must be in the form of a written report stating the results (*e.g.*, an ILO report, a written radiology report or a pathology report). Solely for claims filed against Quigley or another asbestos defendant in the tort system prior to the Petition Date, if an ILO reading is not available, either (i) a chest X-ray or a CT scan read by a Qualified Physician or (ii) pathology showing bilateral interstitial fibrosis, bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification consistent with, or compatible with, a diagnosis of asbestos-related disease shall be evidence of Bilateral Asbestos-Related Non-malignant Disease for purposes of meeting the presumptive medical requirements of Disease Levels I, II, IV, and VI. Pathological proof of asbestosis may be based on the pathological grading system for asbestosis described in the Special Issue of the Archives of Pathology and Laboratory Medicine, “Asbestos-associated Diseases,” Vol. 106, No. 11, App. 3 (October 8, 1982). For all purposes of this Asbestos TDP, a “Qualified Physician” is a physician who is board certified (or in the case of Canadian Claims or Foreign Claims, a physician who is certified or qualified under comparable medical standards or criteria of the jurisdiction in question) in one or more relevant specialized fields of medicine such as pulmonology, radiology, internal medicine, or occupational medicine; provided, however, subject to the provisions of Section 5.8, that the requirement for board certification in this

<u>Disease Level</u>	<u>Scheduled Value</u>	<u>Medical/Exposure Criteria</u>
		evidence of six months of Quigley Exposure, <b>and</b> (3) Significant Occupational Exposure, <sup>5</sup> <b>and</b> (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the lung cancer in question.
Lung Cancer 2 (Level V)	None – subject to Individual Review.	(1) Diagnosis of a primary lung cancer, <b>and</b> (2) evidence of Quigley Exposure, <b>and</b> (3) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the lung cancer in question.
		Lung Cancer 2 (Level V) claims are claims that do not meet the more stringent medical and/or exposure requirements of Lung Cancer 1 (Level VI) claims. All claims in this Disease Level shall be individually evaluated. The estimated likely average of the individual evaluation awards for this category is \$15,000, with such awards capped at \$30,000, unless the claim qualifies for Extraordinary Claim treatment.
		Level V claims that show no evidence of either an underlying Bilateral Asbestos-Related Non-malignant Disease or Significant Occupational Exposure may be individually evaluated, although it is not expected that such claims shall be treated as having any significant value, especially if the claimant is also a smoker. <sup>6</sup> In any event, no presumption of validity will be available for any claims in this category.

provision shall not apply to otherwise qualified physicians whose X-ray and/or CT scan readings are submitted for deceased holders of Asbestos PI Claims.

<sup>5</sup> The term “Significant Occupational Exposure” is defined at Section 5.7(b)(2) below.

<sup>6</sup> There is no distinction between Non-Smokers and smokers for either Lung Cancer 1 (Level VI) or Lung Cancer 2 (Level V), although a claimant who meets the more stringent requirements of Lung Cancer 1 (Level VI) (evidence of an underlying Bilateral Asbestos-Related Non-malignant Disease plus Significant Occupational Exposure), and who is also a Non-Smoker, may wish to have his or her claim individually evaluated by the Asbestos PI Trust. In such case, absent circumstances that would otherwise reduce the value of the claim, it is anticipated that the liquidated value of the claim might well exceed the Scheduled Value for Lung Cancer 1 (Level VI) shown above. “Non-Smoker” means a claimant who either (a) never smoked or (b) has not smoked during any portion of the twelve (12) years immediately prior to the diagnosis of the lung cancer.

<u>Disease Level</u>	<u>Scheduled Value</u>	<u>Medical/Exposure Criteria</u>
Other Cancer (Level IV)	\$15,000	(1) Diagnosis of a primary colorectal, laryngeal, esophageal, pharyngeal, or stomach cancer, plus evidence of an underlying Bilateral Asbestos-Related Non-malignant Disease, <b>and</b> (2) evidence of six months of Quigley Exposure, <b>and</b> (3) Significant Occupational Exposure, <b>and</b> (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the other cancer in question.
Severe Asbestosis (Level III)	\$35,000	(1) Diagnosis of asbestosis with ILO of 2/1 or greater, <b>or</b> (2) asbestosis determined by a pathologist based on pathological evidence of asbestos, <b>plus</b> , for both (1) and (2), Pulmonary Function Testing <sup>7</sup> that shows either (a) TLC <sup>8</sup> less than 65% of predicted value, <b>or</b> (b) FVC <sup>9</sup> less than 65% of predicted value and FEV1 <sup>10</sup> /FVC ratio greater than 65% of predicted value, and (3) evidence of six months of Quigley Exposure, <b>and</b> (4) Significant Occupational Exposure to asbestos, <b>and</b> (5) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the

<sup>7</sup> “Pulmonary Function Testing” or “PFT” means testing that is in material compliance with the quality criteria established by the American Thoracic Society (“ATS”) and is performed on equipment which is in material compliance with ATS standards for technical quality and calibration. PFT performed in a hospital accredited by the JCAHO, or performed, reviewed or supervised by a board-certified pulmonologist or other Qualified Physician shall be presumed to comply with ATS standards, and the claimant may submit a summary report of the testing. If the PFT was not performed in an JCAHO-accredited hospital, or performed, reviewed or supervised by a board-certified pulmonologist or other Qualified Physician, the claimant must submit the full report of the testing (as opposed to a summary report); provided, however, that if the PFT was conducted prior to the Effective Date of the Plan and the full PFT report is not available, the claimant must submit a declaration signed by a Qualified Physician or other qualified party, in the form provided by the Asbestos PI Trust, certifying that the PFT was conducted in material compliance with ATS standards.

<sup>8</sup> “TLC” or “total lung capacity” means the total amount of air that can be taken into the lungs, including the air that cannot be exhaled, as measured by lung volume testing in a pulmonary function test.

<sup>9</sup> “FVC” or “forced vital capacity” means that measurement of a person’s ability to exhale as completely and quickly as possible after inhalation on a pulmonary function spirometry test.

<sup>10</sup> “FEV1” or “forced expiratory volume in one second” means that measurement of the quantity of air forcefully expired in one second during pulmonary function spirometry testing.

<u>Disease Level</u>	<u>Scheduled Value</u>	<u>Medical/Exposure Criteria</u>
		asbestosis.
Asbestosis/ Pleural Disease (Level II)	\$5,000	(1) Diagnosis of Bilateral Asbestos-Related Non-malignant Disease, plus (a) TLC less than 80% or (b) FVC less than 80% and FEV1/FVC ratio greater than or equal to 65% and (2) six months Quigley Exposure, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the asbestos-related disease in question.
Asbestosis/Pleural Disease (Level I)	\$2,000	(1) Diagnosis of a Bilateral Asbestos-Related Non-malignant Disease, <b>and</b> (2) evidence of six months of Quigley Exposure, <b>and</b> (3) five years cumulative occupational exposure to asbestos.

(b) Individual Review Process for Asbestos PI Claims

(1) In General

Subject to the provisions of Sections 5.3(b)(1)(A), 5.3(b)(1)(B), and 5.3(b)(2) set forth below, a claimant may elect to have his or her Asbestos PI Claim reviewed for purposes of determining whether the claim would be compensable in the tort system even though it does not meet the presumptive Medical/Exposure Criteria for any of the Disease Levels set forth in Section 5.3(a)(3) above (the “Individual Review Process”). In addition or alternatively, a claimant may elect to have a claim undergo the Individual Review Process for purposes of determining whether the liquidated value of the claim involving Disease Levels III, IV, VI or VII exceeds the Scheduled Value for the relevant Disease Level also set forth in said provision. However, until such time as the Asbestos PI Trust has made an offer on a claim pursuant to Individual Review, the claimant may change his or her Individual Review election and have the claim liquidated pursuant to the Asbestos PI Trust’s Expedited Review Process. In the event of such a change in the processing election, the claimant shall nevertheless retain his or her place in the FIFO Processing Queue.

The liquidated value of all Foreign Claims payable under this Asbestos TDP shall be established only under the Asbestos PI Trust’s Individual Review process. Asbestos PI Claims of individuals exposed in Canada who were resident in Canada when such claims were filed (“Canadian Claims”) shall not be considered Foreign Claims hereunder and shall be eligible for liquidation under the Expedited Review Process. Accordingly, a “Foreign Claim” is an Asbestos PI Claim with respect to which the claimant’s exposure to an asbestos-containing product or conduct for which Quigley has legal responsibility occurred outside of the United States and its Territories and Possessions, and outside of the Provinces and Territories of Canada.

In reviewing Foreign Claims, the Asbestos PI Trust shall take into account all relevant procedural and substantive legal rules to which the claims would be subject in the Claimant's Jurisdiction, as defined in Section 5.3(b)(2) below. The Asbestos PI Trust shall determine the liquidated value of Foreign Claims based on historical settlements and verdicts in the Claimant's Jurisdiction as well as the other valuation factors set forth in Section 5.3(b)(2) below.

For purposes of the Individual Review Process for Foreign Claims, the Trustees, with the consent of the Trust Advisory Committee and the Future Demand Holders' Representative, may develop separate Medical/Exposure Criteria and standards, as well as separate requirements for physician and other professional qualifications, which shall be applicable to all Foreign Claims channeled to the Asbestos PI Trust; provided, however, that such criteria, standards or requirements shall not effectuate substantive changes to the claims eligibility requirements under this Asbestos TDP, but, rather, shall be made only for the purpose of adapting those requirements to the particular licensing provisions and/or medical customs or practices of the foreign country in question.

At such time as the Asbestos PI Trust has sufficient historical settlement, verdict and other valuation data for claims from a particular foreign jurisdiction, the Trustees, with the consent of the Trust Advisory Committee and the Future Demand Holders' Representative, may also establish a separate valuation matrix for any such Foreign Claims based on that data.

(A) Review of Medical/Exposure Criteria

The Asbestos PI Trust's Individual Review Process provides a claimant with an opportunity for individual consideration and evaluation of an Asbestos PI Claim that fails to meet the presumptive Medical/Exposure Criteria for Disease Levels I-IV and VI-VII. In such a case, the Asbestos PI Trust shall either deny the claim, or, if the Asbestos PI Trust is satisfied that the claimant has presented a claim that would be cognizable and valid in the tort system, the Asbestos PI Trust can offer the claimant a liquidated value amount up to the Scheduled Value for that Disease Level, unless the claim qualifies as an Extraordinary Claim as defined in Section 5.4(a) below, in which case its liquidated value cannot exceed the maximum extraordinary value for such a claim.

(B) Review of Liquidated Value for Asbestos PI Claims in Disease Levels III-VII

Claimants holding Asbestos PI Claims in the more serious Disease Levels III, IV, VI, or VII shall be eligible to seek, and claimants holding Asbestos PI Claims in Disease Level V and all Foreign Claims shall be required to undergo, Individual Review of the liquidated value of their claims, as well as of their medical/exposure evidence. The Individual Review Process is intended to result in payments equal to the full liquidated value for each claim multiplied by the Payment Percentage; however, the liquidated value of any Asbestos PI Claim that undergoes Individual Review may be determined to be less than the Scheduled Value the claimant would have received under Expedited Review. Moreover, the liquidated value for a claim involving Disease Levels III-VII shall not exceed the Maximum Value for the relevant Disease Level set forth in Section 5.3(b)(3) below, unless the claim meets the requirements of an Extraordinary Claim described in Section 5.4(a) below, in which case its liquidated value cannot exceed the

maximum extraordinary value set forth in that provision for such claims. Because the detailed examination and valuation process pursuant to Individual Review requires substantial time and effort, claimants electing to undergo the Individual Review Process may be paid the liquidated value of their Asbestos PI Claims later than would have been the case had the claimant elected the Expedited Review Process. Subject to the provisions of Section 5.8, the Asbestos PI Trust shall devote reasonable resources to the review of all claims to ensure that there is a reasonable balance maintained in reviewing all classes of claims.

(2) Valuation Factors to be Considered in Individual Review

The Asbestos PI Trust shall liquidate the value of each Asbestos PI Claim that undergoes Individual Review based on the historic liquidated values of other similarly situated claims in the tort system for the same Disease Level. The Asbestos PI Trust shall thus take into consideration all of the factors that affect the severity of damages and values within the tort system including, but not limited to, credible evidence of (i) the degree to which the characteristics of a claim differ from the presumptive Medical/Exposure Criteria for the Disease Level in question; (ii) factors such as the claimant's age, disability, employment status, disruption of household, family or recreational activities, dependencies, special damages, and pain and suffering; (iii) whether the claimant's damages were (or were not) caused by asbestos exposure, including Quigley Exposure (for example, alternative causes, and the strength of documentation of injuries); (iv) the industry of exposure; and (v) settlements and verdict histories and other law firms' experience in the Claimant's Jurisdiction for similarly-situated claims; and (vi) settlement and verdict histories for the claimant's law firm for similarly-situated claims.

For these purposes, the "Claimant's Jurisdiction" is (a) the jurisdiction in which the claim was filed (if at all) against Quigley in the tort system prior to the Petition Date or (b) if the claim was not filed against Quigley in the tort system prior to the Petition Date, the claimant may elect as the Claimant's Jurisdiction either (i) the jurisdiction in which the claimant resides at the time of diagnosis, or (ii) the jurisdiction in which the claimant resides when the claim is filed with the Asbestos PI Trust, or (iii) a jurisdiction in which the claimant experienced Quigley Exposure.

With respect to the Claimant's Jurisdiction, in the event a personal representative or authorized agent makes a claim under this Asbestos TDP for wrongful death with respect to which the governing law of the Claimant's Jurisdiction could only be the Alabama Wrongful Death Statute, the Claimant's Jurisdiction for such claim shall be the Commonwealth of Pennsylvania, and such claimant's damages shall be determined pursuant to the statutory and common laws of the Commonwealth of Pennsylvania without regard to its choice of law principles. The choice of law provision in Section 7.4 below is applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant's Jurisdiction pursuant to Section 5.3(b)(2) is determined to be the Alabama Wrongful Death Statute, which shall only govern the rights between the Asbestos PI Trust and the claimant; and, to the extent the Asbestos PI Trust seeks recovery from any entity that provided insurance coverage to Quigley, the Alabama Wrongful Death Statute shall govern.

(3) Scheduled, Average, and Maximum Values

The Scheduled, Average, and Maximum Values for Disease Levels I-VII are the following:

<u>Scheduled Disease</u>	<u>Scheduled Value</u>	<u>Average Value</u>	<u>Maximum Value</u>
Mesothelioma (Level VII)	\$200,000	\$225,000	\$450,000
Lung Cancer 1 (Level VI)	\$35,000	\$45,000	\$90,000
Lung Cancer 2 (Level V)	None	\$15,000	\$30,000
Other Cancer (Level IV)	\$15,000	\$16,500	\$30,000
Severe Asbestosis (Level III)	\$35,000	\$40,000	\$90,000
Asbestosis/Pleural Disease (Level II)	\$5,000	\$5,000	\$5,000
Asbestosis/Pleural Disease (Level I)	\$2,000	\$2,000	\$2,000

These Scheduled Values, Average Values, and Maximum Values shall apply to all Trust Voting Claims (other than Pre-Petition Liquidated Asbestos PI Claims) filed with the Asbestos PI Trust on or before the Initial Claims Filing Date as provided in Section 5.1(a)(1) above. Thereafter, the Asbestos PI Trust, with the consent of the Trust Advisory Committee and the Future Demand Holders’ Representative pursuant to Sections 6.06(b) and 7.07(b) of the Asbestos PI Trust Agreement, may change these valuation amounts to account for the effect of inflation or for other good cause and consistent with other restrictions on the amendment power.

Section 5.4. Categorizing Claims as Extraordinary and/or Exigent Hardship

(a) Extraordinary Claims

An “Extraordinary Claim” means an Asbestos PI Claim that otherwise satisfies the Medical/Exposure Criteria for Disease Levels III-VII, and that is held by a claimant whose exposure to asbestos (i) occurred predominantly as a result of working in a manufacturing facility of Quigley during a period in which Quigley was manufacturing asbestos-containing products at that facility or (ii) was at least 75% the result of Quigley Exposure and there is little likelihood of a substantial recovery elsewhere. All such Extraordinary Claims shall be presented for Individual Review and, if valid, shall be entitled to an award of up to a maximum extraordinary value of five (5) times the Scheduled Value set forth in Section 5.3(b)(3) for claims qualifying for Disease Levels III, IV, VI, and VII, and five (5) times the Average Value for claims in Disease Level V, multiplied by the applicable Payment Percentage.

Any dispute as to Extraordinary Claim status shall be submitted to a special Extraordinary Claims Panel established by the Trustees with the consent of the Trust Advisory Committee and the Future Demand Holders' Representative. All decisions of the Extraordinary Claims Panel shall be final and not subject to any further administrative or judicial review. An Extraordinary Claim, following its liquidation, shall be placed in the Asbestos PI Trust's FIFO Payment Queue ahead of all other Asbestos PI Claims except Pre-Petition Liquidated Asbestos PI Claims, Existing Claims, and Exigent Hardship Claims, which shall be paid first in that order in said Queue, based on its date of liquidation and shall be subject to the Maximum Available Payment and Claims Payment Ratio described above.

(b) Exigent Hardship Claims

At any time the Asbestos PI Trust may liquidate and pay Asbestos PI Claims that qualify as Exigent Hardship Claims as defined below. Such claims may be considered separately no matter what the order of processing otherwise would have been under this Asbestos TDP. An Exigent Hardship Claim, following its liquidation, shall be placed first in the FIFO Payment Queue ahead of all other liquidated Asbestos PI Claims except Pre-Petition Liquidated Asbestos PI Claims and Existing Claims, which claims, together with the Exigent Hardship Claims, shall be paid in accordance with the provisions of Section 2.4 hereof. An Asbestos PI Claim qualifies for payment as an Exigent Hardship Claim if the claim meets the Medical/Exposure Criteria for Severe Asbestosis (Disease Level III) or an asbestos-related malignancy (Disease Levels IV-VII) and the Asbestos PI Trust, in its sole discretion, determines (i) that the claimant needs financial assistance on an immediate basis based on the claimant's expenses and all sources of available income and (ii) that there is a causal connection between the claimant's dire financial condition and the claimant's asbestos-related disease.

Section 5.5. Secondary Exposure Claims

If a claimant alleges an asbestos-related disease resulting solely from exposure to an occupationally-exposed person, such as a family member, the claimant may seek Individual Review of his or her claim pursuant to Section 5.3(b) above. In such case the claimant must establish that the occupationally-exposed person would have met the exposure requirements under this Asbestos TDP that would have been applicable had that person filed a direct claim against the Asbestos PI Trust. In addition, the claimant with secondary exposure must establish that he or she is suffering from one of the seven Disease Levels described in Section 5.3(a)(3) above or an asbestos-related disease otherwise compensable under this Asbestos TDP, that his or her own exposure to the occupationally-exposed person occurred within the same time frame as the occupationally-exposed person experienced Quigley Exposure, and that such secondary exposure was a cause of the claimed disease. All other liquidation and payment rights and limitations under this Asbestos TDP shall be applicable to such claims.

Section 5.6. Indirect Asbestos PI Claims

Indirect Asbestos PI Claims asserted against the Asbestos PI Trust based upon theories of contribution or indemnification under applicable law shall be treated as presumptively valid and paid by the Asbestos PI Trust subject to the applicable Payment Percentage if (a) such claim satisfied the requirements of the Bar Date for such claims established by the Bankruptcy Court, if

applicable, and is not otherwise disallowed by Section 502(e) of the Code or subordinated under Section 509(c) of the Code; and (b) the holder of such claim (the “Indirect Claimant”) establishes to the satisfaction of the Trustees that (i) the Indirect Claimant has paid in full the liability and obligation of the Asbestos PI Trust to the individual claimant to whom the Asbestos PI Trust would otherwise have had a liability or obligation under this Asbestos TDP (the “Direct Claimant”), (ii) the Direct Claimant and the Indirect Claimant have forever and fully released the Asbestos PI Trust from all liability to the Direct Claimant, and (iii) the claim is not otherwise barred by a statute of limitation or repose or by other applicable law. In no event shall any Indirect Claimant have any rights against the Asbestos PI Trust superior to the rights of the related Direct Claimant against the Asbestos PI Trust, including any rights with respect to the timing, amount or manner of payment. In addition, no Indirect Claim may be liquidated and paid in an amount that exceeds what the Indirect Claimant has actually paid the related Direct Claimant.

To establish a presumptively valid Indirect Asbestos PI Claim, the Indirect Claimant’s aggregate liability for the Direct Claimant’s claim must also have been fixed, liquidated, and paid fully by the Indirect Claimant by settlement (with an appropriate full release in favor of the Asbestos PI Trust) or a Final Order (as defined in the Plan) provided that it is established that such claim is valid under the applicable state law. In any case where the Indirect Claimant has satisfied the claim of a Direct Claimant against the Asbestos PI Trust under applicable law by way of a settlement, the Indirect Claimant shall obtain for the benefit of the Asbestos PI Trust a release in form and substance satisfactory to the Trustees.

If an Indirect Claimant cannot meet the presumptive requirements set forth above, including the requirement that the Indirect Claimant provide the Asbestos PI Trust with a full release of the Direct Claimant’s claim, the Indirect Claimant may request that the Asbestos PI Trust review the Indirect Asbestos PI Claim individually to determine whether the Indirect Claimant can establish under applicable state law that the Indirect Claimant has paid all or a portion of a liability or obligation that the Asbestos PI Trust had to the Direct Claimant. If the Indirect Claimant can show that it has paid all or a portion of such a liability or obligation, the Asbestos PI Trust shall reimburse the Indirect Claimant the amount of the liability or obligation so paid, times the then-applicable Payment Percentage. However, in no event shall such reimbursement to the Indirect Claimant be greater than the amount to which the Direct Claimant would have otherwise been entitled. Further, the liquidated value of any Indirect Asbestos PI Claim paid by the Asbestos PI Trust to an Indirect Claimant shall be treated as an offset to or reduction of the full liquidated value of any Asbestos PI Claim that might be subsequently asserted by the Direct Claimant against the Asbestos PI Trust.

Any dispute between the Asbestos PI Trust and an Indirect Claimant over whether the Indirect Claimant has a right to reimbursement for any amount paid to a Direct Claimant shall be subject to the ADR Procedures provided in Section 5.10 below. If such dispute is not resolved by said ADR Procedures, the Indirect Claimant may litigate the dispute in the tort system pursuant to Sections 5.11 and 7.6 below.

The Trustees may develop and approve a separate proof of claim form for such Indirect Asbestos PI Claims. Indirect Asbestos PI Claims that have not been disallowed, discharged, or otherwise resolved by prior order of the Bankruptcy Court shall be processed in accordance with

procedures to be developed and implemented by the Trustees, consistent with the provisions of this Section 5.6, which procedures (a) shall determine the validity, acceptability and enforceability of such claims; and (b) shall otherwise provide the same liquidation and payment procedures and rights to the holders of such claims as the Asbestos PI Trust would have afforded the holders of the underlying valid Asbestos PI Claims. Nothing in this Asbestos TDP is intended to preclude a trust to which asbestos-related liabilities are channeled from asserting an Indirect Asbestos PI Claim against the Asbestos PI Trust subject to the requirements set forth herein.

## Section 5.7. Evidentiary Requirements

### (a) Medical Evidence – Asbestos PI Claims

#### (1) In General

All diagnoses of a Disease Level shall be accompanied by either (i) a statement by the physician providing the diagnosis that at least ten (10) years have elapsed between the date of first exposure to asbestos or asbestos-containing products and the diagnosis or (ii) a history of the claimant's exposure sufficient to establish a ten (10)-year latency period. All diagnoses shall also be based upon the standards set forth below. A finding by a physician after the Effective Date that a claimant's disease is "consistent with" or "compatible with" asbestosis shall not alone be treated by the Asbestos PI Trust as a diagnosis.<sup>11</sup>

#### (A) Disease Levels I-III

Except for asbestos claims filed against Quigley or any other asbestos defendant in the tort system prior to the Petition Date, all diagnoses of a non-malignant, asbestos-related disease (Disease Levels I-III) shall be based in the case of a claimant who was living at the time the claim was filed upon a physical examination of the claimant by the physician providing the diagnosis of the asbestos-related disease. All living claimants must also provide (i) for Disease Levels I and II, evidence of Bilateral Asbestos-Related Non-malignant Disease (as defined in Footnote 4 above); (ii) for Disease Level III, an ILO reading of 2/1 or greater or pathological evidence of asbestosis, and (iii) for Disease Levels II and III, Pulmonary Function Testing.

In the case of a claimant who was deceased at the time the claim was filed, all diagnoses of a non-malignant, asbestos-related disease (Disease Levels I-III) shall be based upon either (i) a physical examination of the claimant by the physician providing the diagnosis of the asbestos-related disease; or (ii) pathological evidence of the non-malignant, asbestos-related disease; or (iii) in the case of Disease Levels I-II, evidence of Bilateral Asbestos-Related Non-malignant Disease (as defined in Footnote 4 above) and for Disease Level III, either an ILO reading of 2/1 or greater or pathological evidence of asbestosis; and (iv) for either Disease Level II or III, Pulmonary Function Testing.

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<sup>11</sup> All diagnoses of Asbestosis/Pleural Disease (Disease Levels I and II) not based on pathology shall be presumed to be based on findings of bilateral asbestosis or pleural disease, and all diagnoses of Mesothelioma (Disease Level VII) shall be presumed to be based on findings that the disease involves a malignancy. However, the Asbestos PI Trust may rebut such presumptions.

(B) Disease Levels IV-VII

All diagnoses of an asbestos-related malignancy (Disease Levels IV-VII) shall be based upon (i) a physical examination of the claimant by the physician providing the diagnosis of the asbestos-related disease or (ii) a diagnosis of such a malignant Disease Level by a board-certified pathologist or by a pathology report prepared on or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations (“JCAHO”).

(C) Exception to the Exception for Certain Pre-Petition Claims

If the holder of an Asbestos PI Claim that was filed against Quigley or any other defendant in the tort system prior to the Petition Date has available a report of a diagnosing physician engaged by the holder or his or her law firm who conducted a physical examination of the holder as described in Section 5.7(a)(1)(A), or if the holder has filed such medical evidence and/or a diagnosis of the asbestos-related disease by a physician not engaged by the holder or his or her law firm who conducted a physical examination of the holder with another asbestos-related personal injury settlement trust that requires such evidence, without regard to whether the claimant or the law firm engaged the diagnosing physician, the holder shall provide such medical evidence to the Asbestos PI Trust notwithstanding the exception in Section 5.7(a)(1)(A).

(2) Credibility of Medical Evidence

Before making any payment to a claimant, the Asbestos PI Trust must have reasonable confidence that the medical evidence provided in support of the claim is credible and consistent with recognized medical standards. The Asbestos PI Trust may require the submission of X-rays, CT scans, detailed results of pulmonary function tests, laboratory tests, tissue samples, results of medical examination or reviews of other medical evidence, and may require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods and procedures to assure that such evidence is reliable. Medical evidence (i) that is of a kind shown to have been received in evidence by a state or federal judge at trial, or (ii) that is consistent with evidence submitted to Quigley to settle for payment similar disease cases prior to Quigley’s bankruptcy or, (iii) that consists of a diagnosis by a physician shown to have previously qualified as a medical expert with respect to the asbestos-related disease in question before a state or federal judge is presumptively reliable, although the Asbestos PI Trust may seek to rebut the presumption.

In addition, claimants who otherwise meet the requirements of this Asbestos TDP for payment of an Asbestos PI Claim shall be paid irrespective of the results in any litigation at anytime between the claimant and any other defendant in the tort system. However, any relevant evidence submitted in a proceeding in the tort system other than any findings of fact, a verdict, or a judgment, involving another defendant, may be introduced by either the claimant or the Asbestos PI Trust in any Individual Review proceeding conducted pursuant to Section 5.3(b) or any Extraordinary Claim proceeding conducted pursuant to Section 5.4(a).

(b) Exposure Evidence – Asbestos PI Claims

(1) In General

As set forth above in Section 5.3(a)(3), to qualify for any Disease Level, the claimant must demonstrate Quigley Exposure which, in the case of Indirect Asbestos PI Claims, shall be Quigley Exposure in respect of the Direct Claimant. Claims based on conspiracy or derivative liability theories that involve no Quigley Exposure are not compensable under this Asbestos TDP. To meet the presumptive exposure requirements of Expedited Review set forth in Section 5.3(a)(3) above, the claimant must show (i) for all Disease Levels, Quigley Exposure as defined in Section 5.7(b)(3) below prior to December 21, 1982; (ii) for Asbestosis/Pleural Disease Level I, six (6) months Quigley Exposure prior to December 31, 1982, plus five (5) years cumulative occupational asbestos exposure; (iii) for Asbestos/Pleural Disease (Disease Level II), Severe Asbestosis Disease (Disease Level III), Other Cancer (Disease Level IV), or Lung Cancer I (Disease Level VI), the claimant must show six (6) months Quigley Exposure prior to December 21, 1982, plus Significant Occupational Exposure to asbestos. If the claimant cannot meet the relevant presumptive exposure requirements for a Disease Level eligible for Expedited Review, the claimant may seek Individual Review of his or her Quigley Exposure pursuant to Section 5.3(b) above.

(2) Significant Occupational Exposure

“Significant Occupational Exposure” means employment for a cumulative period of at least five (5) years with a minimum of two (2) years prior to December 31, 1982, in an industry and an occupation in which the claimant (a) handled raw asbestos fibers on a regular basis, (b) fabricated asbestos-containing products so that the claimant in the fabrication process was exposed on a regular basis to raw asbestos fibers, (c) altered, repaired or otherwise worked with an asbestos-containing product such that the claimant was exposed on a regular basis to asbestos fibers, or (d) was employed in an industry and occupation such that the claimant worked on a regular basis in close proximity to workers engaged in the activities described in (a), (b), and/or (c).

(3) Quigley Exposure

The claimant must demonstrate meaningful and credible exposure, which occurred prior to December 31, 1982, to asbestos or asbestos-containing products supplied, specified, manufactured, installed, maintained, or repaired by Quigley and/or any entity for which Quigley has legal responsibility (“Quigley Exposure”). That meaningful and credible exposure evidence may be established by an affidavit or sworn statement of the claimant, by an affidavit or sworn statement of a co-worker or the affidavit or sworn statement of a family member in the case of a deceased claimant (providing the Asbestos PI Trust finds such evidence reasonably reliable), by invoices, employment, construction or similar records, or by other credible evidence. Any affidavits or sworn statements submitted to the Asbestos PI Trust must conform to the requirements of applicable state law. The specific exposure information required by the Asbestos PI Trust to process a claim under either Expedited or Individual Review shall be set forth on the proof of claim form to be used by the Asbestos PI Trust. The Asbestos PI Trust can

also require submission of other or additional evidence of exposure when it deems such to be necessary.

Evidence submitted to establish proof of Quigley Exposure is for the sole benefit of the Asbestos PI Trust, not third parties or defendants in the tort system. The Asbestos PI Trust has no need for, and therefore claimants are not required to furnish the Asbestos PI Trust with evidence of, exposure to specific asbestos products other than those for which Quigley has legal responsibility, except to the extent such evidence is required elsewhere in this Asbestos TDP. Similarly, failure to identify Quigley products in the claimant's underlying tort action, or to other bankruptcy trusts, does not preclude the claimant from recovering from the Asbestos PI Trust, provided the claimant otherwise satisfies the medical and exposure requirements of this Asbestos TDP.

#### Section 5.8. Claims Audit Program

The Trustees with the consent of the Trust Advisory Committee and the Future Demand Holders' Representative may develop methods for auditing the reliability of medical evidence, including additional reading of X-rays, CT scans and verification of pulmonary function tests as well as the reliability of evidence of exposure to asbestos or asbestos-containing products for which Quigley or any Pfizer Protected Party has legal responsibility. In the event that the Asbestos PI Trust reasonably determines that any individual or entity has engaged in a pattern or practice of providing unreliable medical evidence to the Asbestos PI Trust, it may decline to accept additional evidence from such provider in the future.

Further, in the event that an audit reveals that fraudulent information has been provided to the Asbestos PI Trust, the Asbestos PI Trust may penalize any claimant or claimant's attorney by rejecting the Asbestos PI Claim or by other means including, but not limited to, requiring the source of the fraudulent information to pay the costs associated with the audit and any future audit or audits, reordering the priority of payment of all affected claimants' Asbestos PI Claims, raising the level of scrutiny of additional information submitted from the same source or sources, refusing to accept additional evidence from the same source or sources, seeking the prosecution of the claimant or claimant's attorney for presenting a fraudulent claim in violation of 18 U.S.C. § 152, and seeking sanctions from the Bankruptcy Court.

#### Section 5.9. Second Disease (Malignancy) Claims

Notwithstanding the provisions of Section 2.1 that a claimant may not assert more than one (1) Asbestos PI Claim hereunder, the holder of an Asbestos PI Claim involving a non-malignant, asbestos-related disease (Disease Levels I through III) may assert a new Asbestos PI Claim against the Asbestos PI Trust for a malignant disease (Disease Levels IV through VII) that is subsequently diagnosed. Any additional payments to which such claimant may be entitled with respect to such malignant asbestos-related disease shall not be reduced by the amount paid for the non-malignant asbestos-related disease, provided that the malignant disease had not been diagnosed by the time the claimant was paid with respect to his or her original claim involving the non-malignant disease.

## Section 5.10. Arbitration

### (a) Establishment of ADR Procedures

The Asbestos PI Trust, with the consent of the Trust Advisory Committee and the Future Demand Holders' Representative, shall institute binding and non-binding arbitration procedures in accordance with Dispute Resolution Procedures ("ADR Procedures") to be established by the Trustees, with the consent of the Trust Advisory Committee and the Future Demand Holders' Representative, for resolving disputes over whether (i) the Asbestos PI Trust's outright rejection or denial of a claim was proper, (ii) a pre-petition settlement agreement with Quigley is binding and judicially enforceable in the absence of a Final Order of the Bankruptcy Court determining the issue, or (iii) the claimant's medical condition or exposure history meets the requirements of this Asbestos TDP for purposes of categorizing a claim involving Disease Levels I-VII. Binding and non-binding arbitration shall also be available for resolving disputes over the liquidated value of a claim involving Asbestos Disease Levels III-VII as well as disputes over Quigley's share of the unpaid portion of a Pre-Petition Liquidated Asbestos PI Claim described in Section 5.2 above and disputes over the validity of an Indirect Asbestos PI Claim.

In all arbitrations where relevant, the arbitrator shall consider the same medical and exposure evidentiary requirements that are set forth in Section 5.7 above. In the case of an arbitration involving the liquidated value of a claim involving Disease Levels III-VII, the arbitrator shall consider the same valuation factors that are set forth in Section 5.3(b)(2) above. In order to facilitate the Individual Review Process with respect to such claims, the Asbestos PI Trust may from time to time develop a valuation model that enables the Asbestos PI Trust to efficiently make initial liquidated value offers on those claims in the Individual Review setting. In an arbitration involving any such claim, the Asbestos PI Trust shall neither offer into evidence or describe any such model nor assert that any information generated by the model has any evidentiary relevance or should be used by the arbitrator in determining the presumed correct liquidated value in the arbitration. The underlying data that was used to create the model may be relevant and may be made available to the arbitrator but only if provided to the claimant or his or her counsel ten (10) days prior to the arbitration proceeding. With respect to all claims eligible for arbitration, the claimant, but not the Asbestos PI Trust, may elect either non-binding or binding arbitration. The ADR Procedures may be modified by the Asbestos PI Trust with the consent of the Trust Advisory Committee and the Future Demand Holders' Representative.

### (b) Claims Eligible for Arbitration

In order to be eligible for arbitration, the claimant must first complete the Individual Review Process as well as any processes required under the ADR Procedures. Individual Review shall be treated as completed for these purposes when the claim has been individually reviewed by the Asbestos PI Trust, the Asbestos PI Trust has made an offer on the claim, the claimant has rejected the liquidated value resulting from the Individual Review, and the claimant has notified the Asbestos PI Trust of the rejection in writing. Individual Review shall also be treated as completed if the Asbestos PI Trust has rejected the claim.

(c) Limitations on and Payment of Arbitration Awards

In the case of a claim involving Disease Levels I and II, the arbitrator shall not return an award in excess of the Scheduled Value for such claim. In the case of a non-Extraordinary Claim involving Disease Levels III-VII, the arbitrator shall not return an award in excess of the Maximum Value for the appropriate Disease Level as set forth in Section 5.3(a)(3) above, and for an Extraordinary Claim involving any Disease Level, the arbitrator shall not return an award greater than the maximum extraordinary value for such a claim as set forth in Section 5.4(a) above. A claimant who submits to arbitration and who accepts the arbitral award shall receive payments in the same manner as one who accepts the Asbestos PI Trust's original valuation of the claim.

Section 5.11. Litigation

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

SECTION VI

Claims Materials

Section 6.1. Claims Materials

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

Section 6.2. Content of Claims Materials

The Claims Materials shall include a copy of this Asbestos TDP, such instructions as the Trustees shall approve, and a detailed proof of claim form. If feasible, the forms used by the Asbestos PI Trust to obtain claims information shall be the same or substantially similar to those used by other asbestos claims resolution organizations. If requested by the claimant, the

Asbestos PI Trust shall accept information provided electronically. The claimant may, but shall not be required to, provide the Asbestos PI Trust with evidence of recovery from other asbestos defendants and claims resolution organizations.

### Section 6.3. Withdrawal or Deferral of Claims

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

### Section 6.4. Filing Requirements and Fees

The Trustees shall have the discretion to determine, with the consent of the Trust Advisory Committee and the Future Demand Holders' Representative, whether a filing fee should be required for any Asbestos PI claims.

### Section 6.5. Confidentiality of Claimants' Submissions

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

foregoing to the contrary, the Asbestos PI Trust shall comply with Section 9.3(k) of the Plan and, with the consent of the Trust Advisory Committee and the Future Demand Holders' Representative, the Asbestos PI Trust may, in specific limited circumstances, disclose information, documents or other materials reasonably necessary in the Asbestos PI Trust's judgment to preserve, litigate, resolve, or settle coverage, or to comply with an applicable obligation under an insurance policy or settlement agreement within the Asbestos Insurance Assets; provided, however, that the Asbestos PI Trust shall take any and all steps reasonably feasible in its judgment to preserve the further confidentiality of such information, documents and materials; and prior to the disclosure of such information, documents or materials to a third party, the Asbestos PI Trust shall receive from such third party a written agreement of confidentiality that (a) ensures that the information, documents and materials provided by the Asbestos PI Trust shall be used solely by the receiving party for the purpose stated in the agreement and (b) prohibits any other use or further dissemination of the information, documents and materials by the third party except as set forth in the written agreement of confidentiality. Nothing in this Asbestos TDP, the Plan, or the Asbestos PI Trust Agreement expands, limits or impairs the obligation under applicable law of a claimant to respond fully to lawful discovery in any underlying civil action regarding his or her submission of factual information to the Asbestos PI Trust for the purpose of obtaining compensation for asbestos-related injuries from the Asbestos PI Trust.

## SECTION VII

### Guidelines for Liquidating and Paying Claims

#### Section 7.1. Showing Required

To establish a valid Asbestos PI Claim, a claimant must meet the requirements set forth in this Asbestos TDP. The Asbestos PI Trust may require the submission of X-rays, CT scans, laboratory tests, medical examinations or reviews, other medical evidence, or any other evidence to support or verify the claim and may further require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods, and procedures to assure that such evidence is reliable.

#### Section 7.2. Costs Considered

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

Section 7.3. Discretion to Vary the Order and Amounts of Payments in Event of Limited Liquidity

Consistent with the provisions hereof and subject to the FIFO Processing Queue and FIFO Payment Queues, the Maximum Annual Payment, the Maximum Available Payment, and the Claims Payment Ratio requirements set forth above, the Trustees shall proceed as quickly as possible to liquidate valid Asbestos PI Claims and shall make payments to holders of such claims in accordance with this Asbestos TDP promptly as funds become available and as claims are liquidated, while maintaining sufficient resources to pay future valid claims in substantially the same manner.

Because the Asbestos PI Trust's income over time remains uncertain, and decisions about payments must be based on estimates that cannot be done precisely, payments may have to be revised in light of experiences over time, and there can be no guarantee of any specific level of payment to claimants. However, the Trustees shall use their best efforts to treat similar claims in substantially the same manner, consistent with their duties as Trustees, the purposes of the Asbestos PI Trust, the established allocation of funds to claims in different categories, and the practical limitations imposed by the inability to predict the future with precision.

In the event that the Asbestos PI Trust faces temporary periods of limited liquidity, the Trustees may, with the consent of the Trust Advisory Committee and the Future Demand Holders' Representative, (a) suspend the normal order of payment, (b) temporarily limit or suspend payments altogether, (c) offer a Reduced Payment Option as described in Section 2.5 above, and/or (d) commence making payments on an installment basis.

Section 7.4. Punitive Damages

Except as provided below for claims asserted under the Alabama Wrongful Death Statute, or as set forth in Section 5.2 above, in determining the value of any liquidated or unliquidated Asbestos PI Claim, punitive or exemplary damages, *i.e.*, damages other than compensatory damages, shall not be considered or paid, notwithstanding their availability in the tort system.

Similarly, no punitive or exemplary damages shall be payable with respect to any claim litigated against the Asbestos PI Trust in the tort system pursuant to Sections 5.11 above and 7.6 below. The only damages that may be awarded pursuant to this Asbestos TDP to Alabama Claimants who are deceased and whose personal representatives pursue their claims only under the Alabama Wrongful Death Statute shall be compensatory damages determined pursuant to the statutory and common law of the Commonwealth of Pennsylvania, without regard to its choice of law principles. The choice of law provision in Section 7.4 herein applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant's Jurisdiction pursuant to Section 5.3(b)(2) is determined to be the Alabama Wrongful Death Statute, shall only govern the rights between the Asbestos PI Trust and the claimant including, but not limited to, suits in the tort system pursuant to Section 7.6; and to the extent the Asbestos PI Trust seeks recovery from any entity that provided insurance to Quigley, the Alabama Wrongful Death Statute shall govern.

## Section 7.5. Sequencing Adjustment

### (a) In General

Subject to the limitations set forth below, a sequencing adjustment shall be paid on all Asbestos PI Claims with respect to which the claimant has had to wait a year or more for payment, provided, however, that no claimant shall receive a sequencing adjustment for a period in excess of seven (7) years. The sequencing adjustment factor for each year shall be the one (1)-year federal funds rate established in January of such year.

### (b) Unliquidated Asbestos PI Claims

A sequencing adjustment shall be payable on the Scheduled Value of any unliquidated Asbestos PI Claim that meets the requirements of Disease Levels I-IV, VI, and VII, whether the Asbestos PI Claim is liquidated under Expedited Review, Individual Review, or by arbitration. No sequencing adjustment shall be paid on any Asbestos PI Claim liquidated in the tort system pursuant to Sections 5.11 above and 7.6 below. The sequencing adjustment on an unliquidated Asbestos PI Claim that meets the requirements of Disease Level V shall be based on the Average Value of such an Asbestos PI Claim. Sequencing adjustments on all such unliquidated Asbestos PI Claims shall be measured from the date of payment back to the earliest of the date that is one (1) year after the date on which (a) the claim was filed against a Debtor prior to the Petition Date, (b) the claim was filed against another defendant in the tort system on or after the Petition Date but before the Effective Date, (c) the claim was filed with the Bankruptcy Court during the pendency of the Chapter 11 proceeding, or (d) the claim was filed with the Asbestos PI Trust after the Effective Date.

### (c) Liquidated Pre-Petition Asbestos PI Claims

A sequencing adjustment shall also be payable on the liquidated value of all Pre-Petition Liquidated Asbestos PI Claims described in Section 5.2(a) above. In the case of Pre-Petition Liquidated Asbestos PI Claims liquidated by verdict or judgment, the sequencing adjustment shall be measured from the date of payment back to the date that is one (1) year after the date that the verdict or judgment was entered, provided, however, that in no event shall the sequencing adjustment be measured from a date prior to the Petition Date if the liquidated value of the Pre-Petition Liquidated Asbestos PI Claim includes pre-petition interest. In the case of Pre-Petition Liquidated Asbestos PI Claims liquidated by a binding, judicially enforceable settlement, the sequencing adjustment shall be measured from the date of payment back to the date that is one (1) year after the Petition Date.

## Section 7.6. Suits in the Tort System

.If the holder of a disputed claim disagrees with the Asbestos PI Trust's determination regarding the Disease Level of the claim, the claimant's exposure history or the liquidated value of the claim, and if the holder has first submitted the claim to non-binding arbitration as provided in Section 5.10 above, the holder may file a lawsuit against the Asbestos PI Trust in the Claimant's Jurisdiction as defined in Section 5.3(b)(2) above. Any such lawsuit must be filed by the claimant in her or his own right and name and not as a member or representative of a class,

and no such lawsuit may be consolidated with any other lawsuit. All defenses (including, with respect to the Asbestos PI Trust, all defenses which could have been asserted by Quigley) shall be available to both sides at trial; however, the Asbestos PI Trust may waive any defense and/or concede any issue of fact or law. If the claimant was alive at the time the initial pre-petition complaint was filed or on the date the proof of claim form was filed with the Asbestos PI Trust, the case shall be treated as a personal injury case with all personal injury damages to be considered even if the claimant has died during the pendency of the claim.

#### Section 7.7. Payment of Judgments for Money Damages

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

In the case of claims involving Disease Levels I-II, the total amounts paid with respect to such claims shall not exceed the relevant Scheduled Value for such Disease Levels as set forth in Section 5.3(a)(3) above. In the case of claims involving a non-malignant, asbestos-related disease that does not attain classification under Disease Levels I or II, the amount payable shall not exceed the Scheduled Value for the Disease Level most comparable to the disease proven. In the case of non-Extraordinary Claims involving severe asbestosis and malignancies (Disease Levels III-VII), the total amounts paid with respect to such claims shall not exceed the Maximum Values for such Disease Levels set forth in Section 5.3(b)(3). In the case of Extraordinary Claims, the total amounts paid with respect to such claims shall not exceed the maximum extraordinary values for such claims set forth in Section 5.4(a) above. Under no circumstances shall a sequencing adjustment be paid pursuant to Section 7.5 or interest to be paid under any statute on any judgments obtained in the tort system.

#### Section 7.8. Releases

The Trustees shall have the discretion to determine the form and substance of the releases to be provided to the Asbestos PI Trust. As a condition to making any payment to a claimant, the Asbestos PI Trust shall obtain a general, partial, or limited release as appropriate in accordance with the applicable state or other law. If allowed by state law, the endorsing of a check or draft for payment by or on behalf of a claimant may, in the discretion of the Trust, constitute such a release.

### Section 7.9. Third-Party Services

Nothing in this Asbestos TDP shall preclude the Asbestos PI Trust from contracting with another asbestos claims resolution organization to provide services to the Asbestos PI Trust provided that categorization and liquidated values of Asbestos PI Claims are based on the relevant provisions of this Asbestos TDP, including the Disease Levels, Scheduled Values, Average Values, Maximum Values, and Medical/Exposure Criteria set forth above.

### Section 7.10. Asbestos PI Trust Disclosure of Information

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

## SECTION VIII

### Miscellaneous

#### Section 8.1. Amendments

Except as otherwise provided herein, the Trustees may amend, modify, delete, or add to any provisions of this Asbestos TDP (including, without limitation, amendments to conform this Asbestos TDP to advances in scientific or medical knowledge or other changes in circumstances), provided they first obtain the consent of the Trust Advisory Committee and the Future Demand Holders' Representative pursuant to the Consent Process set forth in Sections 6.06(b) and 7.07(b) of the Asbestos PI Trust Agreement, except that the right to amend the Claims Payment Ratio is governed by the restrictions in Section 2.5 above, and the right to adjust the Payment Percentage is governed by Section 4.2 above. Nothing herein is intended to preclude the Trust Advisory Committee or the Future Demand Holders' Representative from proposing to the Trustees, in writing, amendments to this Asbestos TDP. Any amendment proposed by the Trust Advisory Committee or Future Demand Holders' Representative shall remain subject to Section 8.03 of the Trust Agreement.

#### Section 8.2. Severability

Should any provision contained in this Asbestos TDP be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Asbestos TDP. Should any provision contained in this Asbestos TDP be determined to be inconsistent with or contrary to Quigley obligations to any insurance company providing insurance coverage to Quigley in respect of claims for personal injury based on exposure to asbestos-containing products manufactured or produced by Quigley, the Trustees, with the consent of the Trust Advisory Committee and the Future Demand Holders' Representative, may amend this Asbestos TDP and/or the Asbestos PI Trust Agreement to make the provisions of either or both documents consistent with the duties and obligations of Quigley to said insurance company.

Section 8.3. Governing Law

Except for purposes of determining the liquidated value of any Asbestos PI Claim, administration of this Asbestos TDP shall be governed by, and construed in accordance with, the laws of the State of New York. The law governing the liquidation of Asbestos PI Claims in the case of Individual Review, arbitration or litigation in the tort system shall be the law of the Claimant's Jurisdiction as described in Section 5.3(b)(2) above. Any reference to the tort system shall mean the United States tort system.

**EXHIBIT C**

**TO**

**QUIGLEY COMPANY, INC. FIFTH AMENDED AND RESTATED PLAN OF  
REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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**SCHEDULE OF SHARED ASBESTOS INSURANCE POLICIES\***

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\* The inclusion, exclusion, or classification of an insurance policy on this Exhibit to the Plan does not constitute a determination as to whether any particular insurance policy provides coverage for any Claim or a waiver of any position of any Entity with respect to any coverage determination. As and to the extent provided in the Plan, all applicable Asbestos PI Insurer Coverage Defenses are preserved with respect to all such policies.

## EXHIBIT C TO THE PLAN

## SHARED ASBESTOS INSURANCE POLICIES

## SCHEDULE 1: POLICIES ISSUED BY SOLVENT INSURERS

Insurer	Policy Number	Start Date	End Date	Remaining Products/Completed Operations Coverage
Aetna Casualty and Surety Co.	01XN141WC *	10/1/70	10/1/71	\$3,000,000
Aetna Casualty and Surety Co.	01XN4467WCA	10/1/84	10/1/85	\$20,000,000
Aetna Casualty and Surety Co.	01XN4466WCA	10/1/84	10/1/85	\$10,000,000
Aetna Casualty and Surety Co.	01XN4465WCA	10/1/84	10/1/85	\$8,000,000
Affiliated Factory Mutual Insurance Co.	9027289T(A)	10/1/77	10/1/78	\$507,500
Allianz Insurance Co.	UMB599618	10/1/79	10/1/80	\$4,991,667
Allianz Insurance Co.	XL559510	10/1/81	10/1/82	\$4,991,667
Allianz Underwriters Inc.	AUX5200193	10/1/80	10/1/81	\$4,991,667
Assurances Generales De France	UAP65-19-703G(A)	10/1/83	10/1/84	\$400,000
Assurances Generales De France	UAP65-19-703G(B)	10/1/84	10/1/85	\$500,000
Atlanta International Insurance Co.	XL 06184	10/1/83	10/1/84	\$1,000,000
Atlanta International Insurance Co.	XL 06316	10/1/84	10/1/85	\$1,000,000
Caisse Industrielle d'Assurance Mutuelle	9027289T(A)	10/1/77	10/1/78	\$72,500
Caisse Industrielle d'Assurance Mutuelle	9027289T(B)	10/1/78	10/1/79	\$62,500
Centennial Insurance Co.	462018417	10/1/78	10/1/79	\$1,400,000
Colonia Versicherung Aktiengesellschaft	98230200004	10/1/78	10/1/79	\$2,500,000
Continental Casualty Co.	RDX9255350(B)	10/1/67	10/1/68	\$1,000,000
Continental Casualty Co.	RDX9160814(A)	10/1/67	10/1/68	\$127,576
Continental Insurance Co.	SRX1591800[b]	10/1/82	10/1/83	\$3,000,000
Continental Insurance Co.	SRX1591800[a]	10/1/82	10/1/83	\$2,000,000
Continental Insurance Co.	SRX1592064[b]	10/1/83	10/1/84	\$5,000,000
Continental Insurance Co.	SRX1592064[a]	10/1/83	10/1/84	\$3,000,000
Drake Insurance Co. of New York	XL01401	10/1/76	10/1/77	\$500,000
Employers Insurance Co. of Wausau	5734-00-200381	10/1/83	10/1/84	\$7,000,000
Employers Insurance Co. of Wausau	5734-00-200557	10/1/83	10/1/84	\$6,000,000
Employers Insurance Co. of Wausau	5734-00-200552	10/1/83	10/1/84	\$2,000,000
Employers Surplus Lines Insurance Co.	S1604452(A)	10/1/67	10/1/68	\$2,636,066
Employers Surplus Lines Insurance Co.	S1603741(B)	10/1/67	10/1/68	\$2,000,000
Employers Surplus Lines Insurance Co.	S1602097(C)	10/1/67	10/1/68	\$1,000,000
Employers Surplus Lines Insurance Co.	S1603741(C)	10/1/68	10/1/69	\$380,897
Florists Mutual Insurance Co.	UMF0021NY	10/1/83	10/1/84	\$3,000,000
Florists Mutual Insurance Co.	UMF0019NY	10/1/83	10/1/84	\$870,000
Florists Mutual Insurance Co.	UMF0020NY	10/1/83	10/1/84	\$1,000,000
Government Employees Insurance Co.	GXU30061	10/1/81	10/1/82	\$6,000,000
Group Ancienne Mutuelle	9.992.758	10/1/79	10/1/80	\$500,000
Group Ancienne Mutuelle	5640651	10/1/80	10/1/81	\$500,000
Guildhall Insurance Co.	7930-87-66(A)	10/1/82	10/1/83	\$1,950,000
Guildhall Insurance Co.	7930-87-66(B)	10/1/83	10/1/84	\$1,950,000
Haftpflichtverband der Deutschen Industrie, V.a.G.	EMIL PREUSS	10/1/79	10/1/80	\$871,667
Haftpflichtverband der Deutschen Industrie, V.a.G.	EMIL PREUSS	10/1/80	10/1/81	\$871,667
Haftpflichtverband der Deutschen Industrie, V.a.G.	EMIL PREUSS	10/1/81	10/1/82	\$871,667
Haftpflichtverband der Deutschen Industrie, V.a.G.	EMIL PREUSS	10/1/82	10/1/83	\$871,667
Haftpflichtverband der Deutschen Industrie, V.a.G.	EMIL PREUSS	10/1/83	10/1/84	\$871,667
Haftpflichtverband der Deutschen Industrie, V.a.G.	EMIL PREUSS	10/1/84	10/1/85	\$871,667
Industrial Indemnity Insurance Co.	JE8843452	10/1/84	10/1/85	\$4,850,000
International Insurance Co.	FTZ20373	10/1/83	10/1/84	\$5,000,000
International Insurance Co.	FTZ20608	10/1/84	10/1/85	\$6,000,000
International Insurance Co.	FTZ20607	10/1/84	10/1/85	\$5,000,000
International Insurance Co.	FTZ20606	10/1/84	10/1/85	\$7,000,000
Korean Reinsurance Corp.	90544120000(A)	2/1/69	10/1/69	\$100,000
Korean Reinsurance Corp.	90544110000(A)	2/1/69	10/1/69	\$200,000
Korean Reinsurance Corp.	90544110000(B)	10/1/69	10/1/70	\$200,000
Korean Reinsurance Corp.	90544120000(B)	10/1/69	10/1/70	\$100,000
La Preservatrice Fonciere Tiard	UAP3116981	10/1/80	10/1/81	\$200,000
La Preservatrice Fonciere Tiard	UAP9029260(A)	10/1/81	10/1/82	\$200,000
La Preservatrice Fonciere Tiard	UAP9029260(B)	10/1/82	10/1/83	\$308,000
Le Secours	9027289T(A)	10/1/77	10/1/78	\$200,000
Le Secours	9027289T(B)	10/1/78	10/1/79	\$200,000
Lilloise d'Assurances et de Reassurances	9.029.260L	10/1/79	10/1/80	\$17,566
Lilloise d'Assurances et de Reassurances	UAP3116981	10/1/80	10/1/81	\$200,000
Lilloise d'Assurances et de Reassurances	UAP9029260(A)	10/1/81	10/1/82	\$200,000
Lilloise d'Assurances et de Reassurances	UAP9029260(B)	10/1/82	10/1/83	\$44,000
London Guarantee and Accident Co. of NY	LX2107900	10/1/83	10/1/84	\$10,000,000

EXHIBIT C TO THE PLAN  
 SHARED ASBESTOS INSURANCE POLICIES  
 SCHEDULE 1: POLICIES ISSUED BY SOLVENT INSURERS

Insurer	Policy Number	Start Date	End Date	Remaining Products/Completed Operations Coverage
Mead Reinsurance Corp.	XL1060	10/1/79	10/1/80	\$1,000,000
Mead Reinsurance Corp.	XL1542	10/1/81	10/1/82	\$2,000,000
Motor Vehicle Casualty Co.	M7046796	10/1/81	10/1/82	\$1,000,000
Mutuelle Generale Francaise	9027289T(B)	10/1/78	10/1/79	\$250,000
Mutuelle Generale Francaise	9.029.260L	10/1/79	10/1/80	\$200,000
Mutuelles Unis	5702371	10/1/81	10/1/82	\$500,000
Mutuelles Unis	15-028-742	10/1/82	10/1/83	\$500,000
Mutuelles Unis	15-037-915(A)	10/1/83	10/1/84	\$500,000
Mutuelles Unis	15-037-915(B)	10/1/84	10/1/85	\$500,000
National Casualty Co.	XU000031	10/1/82	10/1/83	\$4,000,000
National Casualty Co.	XU000066	10/1/83	10/1/84	\$1,000,000
New England Insurance Co.	NE00096	10/1/84	10/1/85	\$2,500,000
Northbrook Excess and Surplus Insurance Co.	63007189 **	10/1/80	10/1/81	\$10,000,000
Northbrook Excess and Surplus Insurance Co.	63007190 **	10/1/80	10/1/81	\$10,000,000
Northbrook Indemnity Co.	63007227 **	10/1/80	10/1/81	\$2,000,000
Northbrook Indemnity Co.	900018 **	10/1/81	10/1/82	\$8,500,000
Old Republic Insurance Co.	OZX-11691[c]	10/1/81	10/1/82	\$3,991,803
Puritan Insurance Co.	ML652238[c]	10/1/79	10/1/80	\$4,000,000
Puritan Insurance Co.	ML652238[b]	10/1/79	10/1/80	\$29,708
Puritan Insurance Co.	ML653113[c]	10/1/80	10/1/81	\$4,000,000
Royal Indemnity Co.	ED101515[a]	10/1/82	10/1/83	\$6,000,000
Royal Indemnity Co.	ED101515[b]	10/1/82	10/1/83	\$2,000,000
Royal Indemnity Co.	ED102250[b]	10/1/83	10/1/84	\$800,000
Royal Indemnity Co.	ED102250[c]	10/1/83	10/1/84	\$6,000,000
Royal Indemnity Co.	ED102250[d]	10/1/83	10/1/84	\$2,000,000
Royal Indemnity Co. (Hartford Group)	RED100036	10/1/82	10/1/83	\$5,000,000
Royal Indemnity Co. (Hartford Group)	RED100035	10/1/82	10/1/83	\$5,000,000
Royal Indemnity Co. (Hartford Group)	RED100034	10/1/82	10/1/83	\$5,000,000
Royal Indemnity Co. (Hartford Group)	RED100033	10/1/82	10/1/83	\$1,480,000
Royal Indemnity Co. (Hartford Group)	RED102460	10/1/83	10/1/84	\$4,740,000
Royal Indemnity Co. (Hartford Group)	RED102461	10/1/83	10/1/84	\$5,000,000
Royal Indemnity Co. (Hartford Group)	RED102462	10/1/83	10/1/84	\$5,000,000
Transamerica Insurance Co.	USL13397890	10/1/84	10/1/85	\$2,000,000
Twin City Fire Insurance Co.	TXS103141[c]	10/1/83	10/1/84	\$4,000,000
Twin City Fire Insurance Co.	TXS103141[b]	10/1/83	10/1/84	\$3,000,000
Twin City Fire Insurance Co.	TXS103141[a]	10/1/83	10/1/84	\$2,850,000
Union des Assurances de Paris	9027289T(A)	10/1/77	10/1/78	\$1,000,000
Union des Assurances de Paris	9027289T(B)	10/1/78	10/1/79	\$1,000,000
Union des Assurances de Paris	9.029.260L	10/1/79	10/1/80	\$1,600,000
Union des Assurances de Paris	EMIL PREUSS	10/1/79	10/1/80	\$2,000,000
Union des Assurances de Paris	EMIL PREUSS	10/1/80	10/1/81	\$2,000,000
Union des Assurances de Paris	UAP3116981	10/1/80	10/1/81	\$1,600,000
Union des Assurances de Paris	EMIL PREUSS	10/1/81	10/1/82	\$2,000,000
Union des Assurances de Paris	UAP9029260(A)	10/1/81	10/1/82	\$1,600,000
Union des Assurances de Paris	UAP9029260(B)	10/1/82	10/1/83	\$1,408,000
Union des Assurances de Paris	UAP65-19-703G(A)	10/1/83	10/1/84	\$1,600,000
Union des Assurances de Paris	UAP65-19-703G(B)	10/1/84	10/1/85	\$600,000

\* Policy existence in dispute and reserved in Wellington Agreement

\*\* Remaining Products/Completed Operations Coverage subject to potential adjustment pursuant to Section VI of the Settlement Agreement Between and Among Pfizer Inc., Quigley Company, Inc. and Allstate Insurance Company Concerning Asbestos-Related Bodily Injury Claims effective June 1, 1999, as amended in or around April, 2004, pursuant to an Addendum to Settlement Agreement Between and Among Pfizer Inc., Quigley Company, Inc. and Allstate Insurance Company Concerning Asbestos-Related Bodily Injury Claims.

All capitalized terms used in this Exhibit C to the Plan shall have the meanings ascribed to them in the Plan. This Exhibit C is qualified in its entirety by reference to the Plan.

EXHIBIT C TO THE PLAN  
 SHARED ASBESTOS INSURANCE POLICIES  
 SCHEDULE 2: POLICIES ISSUED BY INSOLVENT INSURERS

Insurer	Policy Number	Start Date	End Date	Original Products/Completed Operations Coverage
Andrew Weir Insurance Co. Ltd.	C/L67E8161(A)	10/1/67	10/1/68	\$267,873
Andrew Weir Insurance Co. Ltd.	L67E8161A(A)	10/1/67	10/1/68	\$24,650
Andrew Weir Insurance Co. Ltd.	L67E8161A(A)	10/1/67	10/1/68	\$175,568
Andrew Weir Insurance Co. Ltd.	635/65/11618/1/BB402218(D)	10/1/67	10/1/68	\$343,750
Andrew Weir Insurance Co. Ltd.	C/L67E8161(B)	10/1/68	10/1/69	\$267,873
Andrew Weir Insurance Co. Ltd.	L67E8161A(B)	10/1/68	10/1/69	\$24,650
Andrew Weir Insurance Co. Ltd.	L67E8161A(B)	10/1/68	10/1/69	\$175,568
Andrew Weir Insurance Co. Ltd.	C/L67E8161(C)	10/1/69	10/1/70	\$267,873
Andrew Weir Insurance Co. Ltd.	L67E8161A(C)	10/1/69	10/1/70	\$24,650
Andrew Weir Insurance Co. Ltd.	L67E8161A(C)	10/1/69	10/1/70	\$175,568
Andrew Weir Insurance Co. Ltd.	545/FUL078325 (A)	10/1/70	10/1/71	\$100,425
Andrew Weir Insurance Co. Ltd.	545/FUL078325 (B)	10/1/71	11/30/71	\$16,738
Andrew Weir Insurance Co. Ltd.	FUL078783	12/1/71	10/1/72	\$82,050
Andrew Weir Insurance Co. Ltd.	545FUL079054 (A)	10/1/72	10/1/73	\$99,400
Beacon Insurance Co.	NX0165462	10/1/80	10/1/81	\$1,000,000
Bercanus Insurance Co., Ltd.	BX404278	10/1/78	10/1/79	\$2,000,000
Bercanus Insurance Co., Ltd.	BX404279	10/1/79	10/1/80	\$1,000,000
Bermuda Fire & Marine Insurance Co.	545/FUL078325 (A)	10/1/70	10/1/71	\$62,498
Bermuda Fire & Marine Insurance Co.	545/FUL078327 (A)	10/1/70	10/1/71	\$31,250
Bermuda Fire & Marine Insurance Co.	545/FUL078325 (B)	10/1/71	11/30/71	\$10,416
Bermuda Fire & Marine Insurance Co.	545/FUL078327 (B)	10/1/71	11/30/71	\$5,208
Bermuda Fire & Marine Insurance Co.	FUL078783	12/1/71	10/1/72	\$36,600
Bermuda Fire & Marine Insurance Co.	FUL078784	12/1/71	10/1/72	\$14,879
Bermuda Fire & Marine Insurance Co.	77DD2215	10/1/77	10/1/78	\$160,000
Bermuda Fire & Marine Insurance Co.	77DD2216	10/1/77	10/1/78	\$62,500
Bermuda Fire & Marine Insurance Co.	79DD219C	10/1/78	10/1/79	\$458,400
Bermuda Fire & Marine Insurance Co.	79DD219C	10/1/78	10/1/79	\$500,160
Bermuda Fire & Marine Insurance Co.	79DD221C	10/1/78	10/1/79	\$140,977
Bermuda Fire & Marine Insurance Co.	79DD221C	10/1/78	10/1/79	\$460,681
Bermuda Fire & Marine Insurance Co.	799DD2099C	10/1/79	10/1/80	\$497,000
Bermuda Fire & Marine Insurance Co.	799DD2099C	10/1/79	10/1/80	\$499,500
Bermuda Fire & Marine Insurance Co.	5435561980	10/1/80	10/1/81	\$439,200
Bermuda Fire & Marine Insurance Co.	5435561980	10/1/80	10/1/81	\$500,000
Bermuda Fire & Marine Insurance Co.	56550/81	10/1/81	10/1/82	\$459,500
British National Insurance Co. Ltd.	C/L67E8161(A)	10/1/67	10/1/68	\$153,000
British National Insurance Co. Ltd.	L67E8161A(A)	10/1/67	10/1/68	\$24,650
British National Insurance Co. Ltd.	635/67/11618/2/B09448 (B)	10/1/67	10/1/68	\$1,000,000
British National Insurance Co. Ltd.	C/L67E8161(B)	10/1/68	10/1/69	\$153,000
British National Insurance Co. Ltd.	L67E8161A(B)	10/1/68	10/1/69	\$24,650
British National Insurance Co. Ltd.	L/C68E10166 (A) 65116185	10/1/68	10/1/69	\$99,910
British National Insurance Co. Ltd.	635/67/11618/2/B09448 (C)	10/1/68	10/1/69	\$1,000,000
British National Insurance Co. Ltd.	L/C68E10166 (B) 65116185	10/1/69	10/1/70	\$99,910
Bryanston Insurance Co. Ltd.	799DD2099C	10/1/79	10/1/80	\$292,000
Bryanston Insurance Co. Ltd.	5435561980	10/1/80	10/1/81	\$258,750
Bryanston Insurance Co. Ltd.	56550/81	10/1/81	10/1/82	\$287,500
Citizens Casualty Co. of New York	XP8323(A)	10/1/67	10/1/68	\$1,000,000
Citizens Casualty Co. of New York	XP8323(B)	10/1/68	10/1/69	\$1,000,000
Citizens Casualty Co. of New York	XP8323(C)	10/1/69	10/1/70	\$1,000,000
City Insurance Co.	HEC9693654	10/1/77	10/1/78	\$3,500,000
City Insurance Co.	HEC9693655	10/1/77	10/1/78	\$3,000,000
City Insurance Co.	HEC9694238	10/1/78	3/2/79	\$3,500,000
City Insurance Co.	HEC9694241	10/1/78	10/1/79	\$1,000,000
City Insurance Co.	HEC9694249	10/1/78	10/1/79	\$2,000,000
City Insurance Co.	HEC9825650	10/1/78	10/1/79	\$3,000,000
City Insurance Co.	HEC9826285	10/1/79	10/1/80	\$5,000,000
City Insurance Co.	HEC9826283	10/1/79	10/1/80	\$2,000,000
City Insurance Co.	HEC9826286	10/1/79	10/1/80	\$5,000,000
City Insurance Co.	HEC9826284	10/1/79	10/1/80	\$5,500,000
City Insurance Co.	HEC9902986	10/1/80	10/1/81	\$5,000,000

## EXHIBIT C TO THE PLAN

## SHARED ASBESTOS INSURANCE POLICIES

## SCHEDULE 2: POLICIES ISSUED BY INSOLVENT INSURERS

Insurer	Policy Number	Start Date	End Date	Original Products/Completed Operations Coverage
City Insurance Co.	HEC9902984	10/1/80	10/1/81	\$2,000,000
City Insurance Co.	HEC9902985	10/1/80	10/1/81	\$5,000,000
City Insurance Co.	HEC9902983	10/1/80	10/1/81	\$5,500,000
City Insurance Co.	HEC1198734	10/1/81	10/1/82	\$5,000,000
City Insurance Co.	HEC1198735	10/1/81	10/1/82	\$5,500,000
City Insurance Co.	HEC1198736	10/1/81	10/1/82	\$7,000,000
Colonial Assurance Co.	CGL226572	10/1/76	10/1/77	\$500,000
Colonial Assurance Co.	CGL226776	10/1/77	10/1/78	\$500,000
Compagnie Europeene de Reassurance	9027289T(B)	10/1/78	10/1/79	\$192,500
Dart Insurance Co. Ltd. n/k/a Kingscroft Insurance Co. Ltd.	77DD2215	10/1/77	10/1/78	\$123,040
Dart Insurance Co. Ltd. n/k/a Kingscroft Insurance Co. Ltd.	77DD2216	10/1/77	10/1/78	\$48,000
Dart Insurance Co. Ltd. n/k/a Kingscroft Insurance Co. Ltd.	79DD219C	10/1/78	10/1/79	\$404,640
Dart Insurance Co. Ltd. n/k/a Kingscroft Insurance Co. Ltd.	79DD221C	10/1/78	10/1/79	\$124,166
Dart Insurance Co. Ltd. n/k/a Kingscroft Insurance Co. Ltd.	799DD2099C	10/1/79	10/1/80	\$584,500
Dart Insurance Co. Ltd. n/k/a Kingscroft Insurance Co. Ltd.	5435561980	10/1/80	10/1/81	\$595,350
Dart Insurance Co. Ltd. n/k/a Kingscroft Insurance Co. Ltd.	56550/81	10/1/81	10/1/82	\$919,500
El Paso Insurance Co. Ltd.	79DD219C	10/1/78	10/1/79	\$188,640
El Paso Insurance Co. Ltd.	79DD221C	10/1/78	10/1/79	\$58,101
El Paso Insurance Co. Ltd.	799DD2099C	10/1/79	10/1/80	\$292,000
El Paso Insurance Co. Ltd.	5435561980	10/1/80	10/1/81	\$258,300
El Paso Insurance Co. Ltd.	56550/81	10/1/81	10/1/82	\$445,500
English & American Insurance Co. Ltd.	C/L67E8161(A)	10/1/67	10/1/68	\$111,488
English & American Insurance Co. Ltd.	C/L67E8161(A)	10/1/67	10/1/68	\$133,787
English & American Insurance Co. Ltd.	L67E8161A(A)	10/1/67	10/1/68	\$87,686
English & American Insurance Co. Ltd.	635/67/11618/2/B09448 (B)	10/1/67	10/1/68	\$83,333
English & American Insurance Co. Ltd.	C/L67E8161(B)	10/1/68	10/1/69	\$111,488
English & American Insurance Co. Ltd.	C/L67E8161(B)	10/1/68	10/1/69	\$133,787
English & American Insurance Co. Ltd.	L67E8161A(B)	10/1/68	10/1/69	\$87,686
English & American Insurance Co. Ltd.	C/L67E8161(C)	10/1/69	10/1/70	\$111,488
English & American Insurance Co. Ltd.	C/L67E8161(C)	10/1/69	10/1/70	\$133,787
English & American Insurance Co. Ltd.	L67E8161A(C)	10/1/69	10/1/70	\$87,686
English & American Insurance Co. Ltd.	545/FUL078325 (A)	10/1/70	10/1/71	\$100,425
English & American Insurance Co. Ltd.	545/FUL078325 (B)	10/1/71	11/30/71	\$16,738
English & American Insurance Co. Ltd.	FUL078783	12/1/71	10/1/72	\$61,575
English & American Insurance Co. Ltd.	545FUL079054 (A)	10/1/72	10/1/73	\$49,700
English & American Insurance Co. Ltd.	545FUL079054 (B)	10/1/73	10/1/74	\$49,700
Great Atlantic Insurance Co.	Unknown	5/1/79	10/1/79	\$1,000,000
Home Insurance Co.	HEC9544065(D)	10/1/67	10/1/68	\$3,000,000
Home Insurance Co.	HEC9557962(B)	10/1/67	10/1/68	\$3,250,000
Home Insurance Co.	HEC9304815(A)	10/1/68	10/1/69	\$3,000,000
Home Insurance Co.	HEC9557962(C)	10/1/68	10/1/69	\$3,250,000
Home Insurance Co.	HEC9304815(B)	10/1/69	10/1/70	\$3,000,000
Home Insurance Co.	HEC9792923	10/1/70	10/1/71	\$5,000,000
Home Insurance Co.	HEC9304815(C)	10/1/70	10/1/71	\$3,000,000
Home Insurance Co.	HEC4165804	10/1/71	10/1/72	\$1,500,000
Home Insurance Co.	HEC9794909	10/1/71	10/1/72	\$3,925,000
Home Insurance Co.	HEC4428564	10/1/72	10/1/73	\$5,000,000
Home Insurance Co.	HEC4356556(A)	10/1/72	10/1/73	\$10,000,000
Home Insurance Co.	HEC4763976(A)	10/1/73	10/1/74	\$5,000,000
Home Insurance Co.	HEC4356556(B)	10/1/73	10/1/74	\$10,000,000
Home Insurance Co.	HEC4763976(B)	10/1/74	10/1/75	\$5,000,000
Home Insurance Co.	HEC4356556(C)	10/1/74	10/1/75	\$10,000,000
Home Insurance Co.	HEC4763976(C)	10/1/75	10/1/76	\$4,500,000
Home Insurance Co.	HEC9006900	10/1/75	10/1/76	\$10,000,000
Home Insurance Co.	HEC9328635	10/1/76	10/1/77	\$3,000,000
Home Insurance Co.	HEC9328639	10/1/76	10/1/77	\$3,500,000
Home Insurance Co.	HEC9329037	10/1/76	10/1/77	\$1,000,000
Home Insurance Co.	HEC9320937	10/1/77	10/1/78	\$750,000
Home Insurance Co.	HEC1199864	10/1/82	10/1/83	\$7,000,000
Home Insurance Co.	HEC1199866	10/1/82	10/1/83	\$5,000,000
Home Insurance Co.	HEC1199865	10/1/82	10/1/83	\$5,500,000

## Exhibit B Page 348 of 345

EXHIBIT C TO THE PLAN  
 SHARED ASBESTOS INSURANCE POLICIES  
 SCHEDULE 2: POLICIES ISSUED BY INSOLVENT INSURERS

Insurer	Policy Number	Start Date	End Date	Original Products/Completed Operations/Coverage
Home Insurance Co.	HEC1203817	10/1/83	10/1/84	\$7,000,000
Home Insurance Co.	HEC1203816	10/1/83	10/1/84	\$5,500,000
Home Insurance Co.	HEC1203815	10/1/83	10/1/84	\$5,000,000
Ideal Mutual Insurance Co.	0005[a]	10/1/79	10/1/80	\$500,000
Ideal Mutual Insurance Co.	0005[b]	10/1/79	10/1/80	\$500,000
Ideal Mutual Insurance Co.	0039[a]	10/1/80	10/1/81	\$500,000
Ideal Mutual Insurance Co.	0039[b]	10/1/80	10/1/81	\$500,000
Ideal Mutual Insurance Co.	0081[a]	10/1/81	10/1/82	\$500,000
Ideal Mutual Insurance Co.	0081[b]	10/1/81	10/1/82	\$2,500,000
Ideal Mutual Insurance Co.	0121[a]	10/1/82	10/1/83	\$500,000
Ideal Mutual Insurance Co.	0121[b]	10/1/82	10/1/83	\$2,500,000
Ideal Mutual Insurance Co.	0171[a]	10/1/83	10/1/84	\$500,000
Ideal Mutual Insurance Co.	0171[b]	10/1/83	10/1/84	\$2,500,000
Integrity Insurance Co.	XL200440	10/1/78	10/1/79	\$1,000,000
Integrity Insurance Co.	XL201386	10/1/79	10/1/80	\$2,000,000
Integrity Insurance Co.	XL201567	10/1/80	10/1/81	\$3,000,000
Integrity Insurance Co.	XL203532	10/1/81	10/1/82	\$3,000,000
The London & Overseas Insurance Co. Ltd.	C/L67E8161(A)	10/1/67	10/1/68	\$200,980
The London & Overseas Insurance Co. Ltd.	L67E8161A(A)	10/1/67	10/1/68	\$131,725
The London & Overseas Insurance Co. Ltd.	L67E8161A(A)	10/1/67	10/1/68	\$147,900
The London & Overseas Insurance Co. Ltd.	635/65/11618/1/BB402218(D)	10/1/67	10/1/68	\$343,750
The London & Overseas Insurance Co. Ltd.	635/67/11618/2/B09448 (B)	10/1/67	10/1/68	\$125,000
The London & Overseas Insurance Co. Ltd.	C/L67E8161(B)	10/1/68	10/1/69	\$200,980
The London & Overseas Insurance Co. Ltd.	L67E8161A(B)	10/1/68	10/1/69	\$131,725
The London & Overseas Insurance Co. Ltd.	L67E8161A(B)	10/1/68	10/1/69	\$147,900
The London & Overseas Insurance Co. Ltd.	635/67/11618/2/B09448 (C)	10/1/68	10/1/69	\$125,000
The London & Overseas Insurance Co. Ltd.	C/L67E8161(C)	10/1/69	10/1/70	\$200,980
The London & Overseas Insurance Co. Ltd.	L67E8161A(C)	10/1/69	10/1/70	\$131,725
The London & Overseas Insurance Co. Ltd.	L67E8161A(C)	10/1/69	10/1/70	\$147,900
Louisville Insurance Co. Ltd. n/k/a Lime Street Insurance Co. Ltd.	5435561980	10/1/80	10/1/81	\$310,500
Louisville Insurance Co. Ltd. n/k/a Lime Street Insurance Co. Ltd.	56550/81	10/1/81	10/1/82	\$345,000
Midland Insurance Co.	XL1849	10/1/70	10/1/71	\$200,000
Midland Insurance Co.	XL2803	10/1/70	10/1/71	\$250,000
Midland Insurance Co.	XL1851	10/1/71	10/1/72	\$1,000,000
Midland Insurance Co.	SL590006(A)	10/1/71	4/1/72	\$200,000
Midland Insurance Co.	XL1850	10/1/71	10/1/72	\$1,000,000
Midland Insurance Co.	SL590006(B)	4/1/72	10/1/72	\$475,000
Midland Insurance Co.	SL590231	10/1/72	10/1/73	\$1,500,000
Midland Insurance Co.	XL1110170159731(A)	10/1/72	10/1/73	\$2,000,000
Midland Insurance Co.	1113170150734(A)	10/1/73	10/1/74	\$1,500,000
Midland Insurance Co.	XL1110170159731(B)	10/1/73	10/1/74	\$2,000,000
Midland Insurance Co.	1113170150734(B)	10/1/74	10/1/75	\$1,500,000
Midland Insurance Co.	XL1110170159731(C)	10/1/74	10/1/75	\$2,000,000
Midland Insurance Co.	XL145084(A)	10/1/74	10/1/75	\$24,000,000
Midland Insurance Co.	XL145714	10/1/75	10/1/76	\$1,000,000
Midland Insurance Co.	XL145692	10/1/75	10/1/76	\$2,000,000
Midland Insurance Co.	XL145690	10/1/75	10/1/76	\$1,000,000
Midland Insurance Co.	XL145084(B)	10/1/75	10/1/76	\$24,000,000
Midland Insurance Co.	XL151962	10/1/76	10/1/77	\$4,000,000
Midland Insurance Co.	XL151963	10/1/76	10/1/77	\$5,000,000
Midland Insurance Co.	XL151964	10/1/76	10/1/77	\$2,000,000
Midland Insurance Co.	XL151965	10/1/76	10/1/77	\$4,500,000
Midland Insurance Co.	XL151966	10/1/76	10/1/77	\$5,000,000
Midland Insurance Co.	XL145084(C)	10/1/76	10/1/77	\$24,000,000
Midland Insurance Co.	XL151657	10/1/77	10/1/78	\$3,000,000
Midland Insurance Co.	XL151658	10/1/77	10/1/78	\$2,000,000
Midland Insurance Co.	XL148492	10/1/77	10/1/78	\$1,250,000
Midland Insurance Co.	XL160162	10/1/78	10/1/79	\$4,500,000
Midland Insurance Co.	XL160166	10/1/78	10/1/79	\$1,000,000

## EXHIBIT C TO THE PLAN

SHARED ASBESTOS INSURANCE POLICIES  
SCHEDULE 2: POLICIES ISSUED BY INSOLVENT INSURERS

Insurer	Policy Number	Start Date	End Date	Original Products/Completed Operations Coverage
Midland Insurance Co.	XL153060	10/1/79	10/1/80	\$4,500,000
Midland Insurance Co.	XL153061	10/1/79	10/1/80	\$500,000
Midland Insurance Co.	XL713016	10/1/80	10/1/81	\$4,500,000
Midland Insurance Co.	XL713017	10/1/80	10/1/81	\$500,000
Midland Insurance Co.	XL724567	10/1/81	10/1/82	\$5,000,000
Midland Insurance Co.	XL724568	10/1/81	10/1/82	\$2,000,000
Midland Insurance Co.	XL724569	10/1/81	10/1/82	\$3,000,000
Midland Insurance Co.	XL749137	10/1/83	10/1/84	\$5,000,000
Midland Insurance Co.	XL770672	10/1/84	10/1/85	\$4,500,000
Midland Insurance Co.	XL770673	10/1/84	10/1/85	\$1,950,000
Midland Insurance Co.	XL770671	10/1/84	10/1/85	\$2,000,000
Midland Insurance Co.	XL770670	10/1/84	10/1/85	\$4,000,000
Midland Property & Casualty Co.	XL802057	10/1/83	10/1/84	\$1,000,000
Mission Insurance Co.	M830560	10/1/75	10/1/76	\$4,000,000
Mission Insurance Co.	M877509	10/1/81	10/1/82	\$1,000,000
Mission Insurance Co.	M877506	10/1/81	10/1/82	\$4,000,000
Mission Insurance Co.	M888753	10/1/83	10/1/84	\$1,000,000
Mission Insurance Co.	M888752	10/1/83	10/1/84	\$4,000,000
Mission Insurance Co.	M890532	10/1/84	10/1/85	\$4,000,000
Mutual Reinsurance Co. Ltd.	77DD2215	10/1/77	10/1/78	\$246,240
Mutual Reinsurance Co. Ltd.	77DD2216	10/1/77	10/1/78	\$96,125
Mutual Reinsurance Co. Ltd.	79DD219C	10/1/78	10/1/79	\$485,760
Mutual Reinsurance Co. Ltd.	79DD221C	10/1/78	10/1/79	\$149,235
Mutual Reinsurance Co. Ltd.	799DD2099C	10/1/79	10/1/80	\$526,000
Mutual Reinsurance Co. Ltd.	5435561980	10/1/80	10/1/81	\$465,300
Mutual Reinsurance Co. Ltd.	56550/81	10/1/81	10/1/82	\$517,500
North Atlantic Insurance Co. Ltd.	FUL078784	12/1/71	10/1/72	\$83,333
North Atlantic Insurance Co. Ltd.	545FUL079054 (A)	10/1/72	10/1/73	\$99,400
North Atlantic Insurance Co. Ltd.	545FUL079054 (B)	10/1/73	10/1/74	\$99,400
North Atlantic Insurance Co. Ltd.	545FUL079054 (C)	10/1/74	10/1/75	\$99,400
North Atlantic Insurance Co. Ltd.	545FUL079054 (D)	10/1/75	10/1/76	\$97,500
Northeastern Fire Insurance Co.	226247	5/25/79	10/1/79	\$1,000,000
Northeastern Fire Insurance Co.	230647	10/1/79	10/1/80	\$1,000,000
Orion N/M (The Orion Insurance Co. plc)	C/L67E8161(A)	10/1/67	10/1/68	\$92,707
Orion N/M (The Orion Insurance Co. plc)	L67E8161A(A)	10/1/67	10/1/68	\$73,950
Orion N/M (The Orion Insurance Co. plc)	C/L67E8161(B)	10/1/68	10/1/69	\$92,707
Orion N/M (The Orion Insurance Co. plc)	L67E8161A(B)	10/1/68	10/1/69	\$73,950
Orion N/M (The Orion Insurance Co. plc)	C/L67E8161(C)	10/1/69	10/1/70	\$92,707
Orion N/M (The Orion Insurance Co. plc)	L67E8161A(C)	10/1/69	10/1/70	\$73,950
Orion T (The Orion Insurance Co. plc)	C/L67E8161(A)	10/1/67	10/1/68	\$148,651
Orion T (The Orion Insurance Co. plc)	C/L67E8161(A)	10/1/67	10/1/68	\$214,179
Orion T (The Orion Insurance Co. plc)	L67E8161A(A)	10/1/67	10/1/68	\$140,376
Orion T (The Orion Insurance Co. plc)	L67E8161A(A)	10/1/67	10/1/68	\$737,800
Orion T (The Orion Insurance Co. plc)	635/65/11618/1/BB402218(D)	10/1/67	10/1/68	\$137,500
Orion T (The Orion Insurance Co. plc)	635/65/11618/1/BB402218(D)	10/1/67	10/1/68	\$206,250
Orion T (The Orion Insurance Co. plc)	C/L67E8161(B)	10/1/68	10/1/69	\$148,651
Orion T (The Orion Insurance Co. plc)	C/L67E8161(B)	10/1/68	10/1/69	\$214,179
Orion T (The Orion Insurance Co. plc)	L67E8161A(B)	10/1/68	10/1/69	\$140,376
Orion T (The Orion Insurance Co. plc)	L67E8161A(B)	10/1/68	10/1/69	\$737,800
Orion T (The Orion Insurance Co. plc)	C/L67E8161(C)	10/1/69	10/1/70	\$214,179
Orion T (The Orion Insurance Co. plc)	L67E8161A(C)	10/1/69	10/1/70	\$140,376
Orion T (The Orion Insurance Co. plc)	L67E8161A(C)	10/1/69	10/1/70	\$737,800
Pine Top Insurance Co.	MLP100024[b]	10/1/77	10/1/78	\$1,500,000
Pine Top Insurance Co.	MLP100024[c]	10/1/77	10/1/78	\$500,000
Pine Top Insurance Co.	MLP100024[d]	10/1/77	10/1/78	\$1,500,000
Pine Top Insurance Co.	MLP100024[a]	10/1/77	10/1/78	\$2,000,000
Pine Top Insurance Co.	MLP101235[a]	10/1/78	10/1/79	\$2,000,000
Pine Top Insurance Co.	MLP101235[b]	10/1/78	10/1/79	\$2,000,000
Pine Top Insurance Co.	MLP101235[c]	10/1/78	10/1/79	\$3,000,000
Pine Top Insurance Co.	MLP101235[d]	10/1/78	10/1/79	\$3,000,000
Protective National Insurance Co.	XUB1807209	10/1/82	10/1/83	\$9,000,000
Protective National Insurance Co.	XUB1807255	10/1/83	10/1/84	\$2,000,000

**EXHIBIT C TO THE PLAN**  
**SHARED ASBESTOS INSURANCE POLICIES**  
**SCHEDULE 2: POLICIES ISSUED BY INSOLVENT INSURERS**

Insurer	Policy Number	Start Date	End Date	Original Products/Completed Operations Coverage
Southern American Insurance Co.	545/FUL078325 (A)	10/1/70	10/1/71	\$50,018
Southern American Insurance Co.	545/FUL078327 (A)	10/1/70	10/1/71	\$25,000
Southern American Insurance Co.	545/FUL078325 (B)	10/1/71	11/30/71	\$8,336
Southern American Insurance Co.	545/FUL078327 (B)	10/1/71	11/30/71	\$4,167
Southern American Insurance Co.	FUL078783	12/1/71	10/1/72	\$29,325
Southern American Insurance Co.	FUL078784	12/1/71	10/1/72	\$11,908
Southern American Insurance Co.	545FUL079054 (A)	10/1/72	10/1/73	\$36,000
Southern American Insurance Co.	545FUL079054 (B)	10/1/73	10/1/74	\$36,000
Southern American Insurance Co.	545FUL079054 (C)	10/1/74	10/1/75	\$36,000
Southern American Insurance Co.	545FUL079054 (D)	10/1/75	10/1/76	\$35,900
Southern American Insurance Co.	04006XX800065	10/1/78	10/1/79	\$500,000
Southern American Insurance Co.	04006XX800070	10/1/78	10/1/79	\$1,000,000
St. Helens	635/65/11618/1/BB402218(D)	10/1/67	10/1/68	\$275,000
St. Louis Fire & Marine Insurance Co.	IXL16846(D)	10/1/67	10/1/68	\$1,000,000
Transit Casualty Co.	SCU955002	12/1/78	10/1/79	\$10,000,000
Transit Casualty Co.	UMB950042	10/1/79	10/1/80	\$5,000,000
Transit Casualty Co.	SCU955279	10/1/79	10/1/80	\$5,000,000
Transit Casualty Co.	UMB950111	10/1/80	10/1/81	\$5,000,000
Transit Casualty Co.	SCU955670	10/1/80	10/1/81	\$5,000,000
Transit Casualty Co.	SCU955671	10/1/80	10/1/81	\$5,000,000
Transit Casualty Co.	UMB950191	10/1/81	10/1/82	\$5,000,000
Transit Casualty Co.	SCU956041	10/1/81	10/1/82	\$2,000,000
Transit Casualty Co.	SCU956042	10/1/81	10/1/82	\$5,000,000
Transit Casualty Co.	SCU956043	10/1/81	10/1/82	\$7,000,000
Transit Casualty Co.	SCU956343	10/1/82	10/1/83	\$2,000,000
Transit Casualty Co.	SCU956342	10/1/82	10/1/83	\$5,000,000
Transit Casualty Co.	SCU956344	10/1/82	10/1/83	\$5,000,000
Transit Casualty Co.	UMB950260	10/1/82	10/1/83	\$10,000,000
Transit Casualty Co.	UMB950324	10/1/83	10/1/84	\$5,000,000
Transit Casualty Co.	SCU956616	10/1/83	10/1/84	\$5,000,000
Transit Casualty Co.	SCU956617	10/1/83	10/1/84	\$5,000,000
Transit Casualty Co.	SCU956619	10/1/83	10/1/84	\$5,000,000
Transit Casualty Co.	SCU956618	10/1/83	10/1/84	\$5,000,000
Transit Casualty Co.	SCU956993	10/1/84	10/1/85	\$4,500,000
Transit Casualty Co.	UMB950420	10/1/84	10/1/85	\$5,000,000
Transit Casualty Co.	SCU956990	10/1/84	10/1/85	\$2,750,000
Transit Casualty Co.	SCU956989	10/1/84	10/1/85	\$2,750,000
Transit Casualty Co.	SCU956991	10/1/84	10/1/85	\$4,500,000
Transit Casualty Co.	SCU956992	10/1/84	10/1/85	\$2,500,000
Union Indemnity Insurance Co.	UF1100042	10/1/78	10/1/79	\$2,000,000
Union Indemnity Insurance Co.	UF1100155	10/1/79	10/1/80	\$2,000,000
Union Indemnity Insurance Co.	UF1100273	10/1/80	10/1/81	\$1,000,000
Union Indemnity Insurance Co.	UF1100645	10/1/81	10/1/82	\$1,000,000
Union Indemnity Insurance Co.	UF1100918	10/1/82	10/1/83	\$1,000,000
Union Indemnity Insurance Co.	UF1101132	10/1/83	10/1/84	\$1,000,000
Walbrook Insurance Co. Ltd.	545FUL079054 (A)	10/1/72	10/1/73	\$427,000
Walbrook Insurance Co. Ltd.	545FUL079054 (B)	10/1/73	10/1/74	\$427,000
Walbrook Insurance Co. Ltd.	545FUL079054 (C)	10/1/74	10/1/75	\$427,000
Walbrook Insurance Co. Ltd.	545FUL079054 (D)	10/1/75	10/1/76	\$419,100
Walbrook Insurance Co. Ltd.	77DD2215	10/1/77	10/1/78	\$393,760
Walbrook Insurance Co. Ltd.	77DD2216	10/1/77	10/1/78	\$153,875
Walbrook Insurance Co. Ltd.	79DD219C	10/1/78	10/1/79	\$998,400
Walbrook Insurance Co. Ltd.	79DD221C	10/1/78	10/1/79	\$306,727
Walbrook Insurance Co. Ltd.	799DD2099C	10/1/79	10/1/80	\$1,198,000
Walbrook Insurance Co. Ltd.	5435561980	10/1/80	10/1/81	\$1,059,750
Walbrook Insurance Co. Ltd.	56550/81	10/1/81	10/1/82	\$1,336,000

All capitalized terms used in this Exhibit C to the Plan shall have the meanings ascribed to them in the Plan. This Exhibit C is qualified in its entirety by reference to the Plan.

**EXHIBIT D**

**TO**

**QUIGLEY COMPANY, INC. FIFTH AMENDED AND RESTATED PLAN OF  
REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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**SCHEDULE OF SHARED ASBESTOS-EXCLUDED INSURANCE POLICIES\***

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\* The inclusion, exclusion, or classification of an insurance policy on this Exhibit to the Plan does not constitute a determination as to whether any particular insurance policy provides coverage for any Claim or a waiver of any position of any Entity with respect to any coverage determination. As and to the extent provided in the Plan, all applicable Asbestos PI Insurer Coverage Defenses are preserved with respect to all such policies.

## EXHIBIT D TO THE PLAN

SHARED ASBESTOS-EXCLUDED INSURANCE POLICIES  
SCHEDULE 1: POLICIES ISSUED BY SOLVENT INSURERS

Insurer	Policy Number	Start Date	End Date	Remaining	
				Products/Completed Operations	Coverage
Allianz Insurance Co.	XL559533	10/1/82	10/1/83		\$9,991,667
Allianz Underwriters Inc.	AUX5201730	10/1/83	10/1/84		\$9,991,667
Allianz Underwriters Insurance Co.	AUX5201730	10/1/84	10/1/85		\$9,991,667
Aetna Casualty and Surety Co.	01XN3520WCA	10/1/82	10/1/83		\$5,000,000
Aetna Casualty and Surety Co.	01XN3521WCA	10/1/82	10/1/83		\$5,000,000
Aetna Casualty and Surety Co.	01XN3522WCA	10/1/82	10/1/83		\$15,000,000
Aetna Casualty and Surety Co.	01XN3873WCA	10/1/83	10/1/84		\$5,000,000
Aetna Casualty and Surety Co.	01XN3874WCA	10/1/83	10/1/84		\$5,000,000
Aetna Casualty and Surety Co.	01XN3875WCA	10/1/83	10/1/84		\$15,000,000
Birmingham Fire Insurance Co. of PA	SE6074008	10/1/82	10/1/83		\$3,000,000
Birmingham Fire Insurance Co. of PA	SE6074009	10/1/82	10/1/83		\$5,000,000
Birmingham Fire Insurance Co. of PA	SE6074167	10/1/83	10/1/84		\$4,000,000
Birmingham Fire Insurance Co. of PA	SE6074168	10/1/83	10/1/84		\$5,000,000
Birmingham Fire Insurance Co. of PA	SE6074394	10/1/84	10/1/85		\$5,000,000
Birmingham Fire Insurance Co. of PA	SE6074393	10/1/84	10/1/85		\$5,000,000
Colonia Insurance Co.	SEC5000052	10/1/82	10/1/83		\$2,000,000
Colonia Insurance Co.	SEC5000075	10/1/83	10/1/84		\$2,000,000
Employers Insurance Co. of Wausau	5733-00-200381	10/1/82	10/1/83		\$7,000,000
Employers Insurance Co. of Wausau	5735-00-101098[c]	10/1/84	10/1/85		\$5,000,000
Employers Insurance Co. of Wausau	5735-00-101098[d]	10/1/84	10/1/85		\$5,000,000
Employers Insurance Co. of Wausau	5735-00-101098[e]	10/1/84	10/1/85		\$5,000,000
Government Employees Insurance Co.	GXU30190	10/1/82	10/1/83		\$6,000,000
Government Employees Insurance Co.	GXU30315	10/1/83	10/1/84		\$7,000,000
Granite State Insurance Co.	6482-5493	10/1/82	10/1/83		\$2,380,620
Granite State Insurance Co.	6482-5494	10/1/82	10/1/83		\$3,000,000
Granite State Insurance Co.	6482-5495	10/1/82	10/1/83		\$2,000,000
Granite State Insurance Co.	6483-5681	10/1/83	10/1/84		\$1,789,710
Granite State Insurance Co.	6483-5682	10/1/83	10/1/84		\$5,000,000
Granite State Insurance Co.	6483-5683	10/1/83	10/1/84		\$3,000,000
Granite State Insurance Co.	6483-5684	10/1/83	10/1/84		\$4,000,000
Hartford Accident & Indemnity Co.	10XSCB6955	10/1/82	10/1/83		\$1,000,000
Hartford Accident & Indemnity Co.	10XS103176	10/1/83	10/1/84		\$5,000,000
Hartford Accident & Indemnity Co.	10XS103401	10/1/84	10/1/85		\$1,000,000
Hudson Insurance Co.	HN01239	10/1/83	10/1/84		\$8,500,000
Insurance Co. of North America (INA)	XCP144986[b]	10/1/82	10/1/83		\$1,000,000
Insurance Co. of North America (INA)	XCP144986[c]	10/1/82	10/1/83		\$5,000,000
Insurance Co. of North America (INA)	XCP144986[d]	10/1/82	10/1/83		\$2,000,000
Insurance Co. of North America (INA)	XCP144986[e]	10/1/82	10/1/83		\$9,000,000
Insurance Co. of North America (INA)	XCP144986[f]	10/1/82	10/1/83		\$10,000,000
Insurance Co. of North America (INA)	XCP145704[a]	10/1/83	10/1/84		\$587,500
Insurance Co. of North America (INA)	XCP145704[b]	10/1/83	10/1/84		\$1,000,000
Insurance Co. of North America (INA)	XCP145704[c]	10/1/83	10/1/84		\$10,000,000
Insurance Co. of North America (INA)	XCP145704[d]	10/1/83	10/1/84		\$7,000,000
Insurance Co. of North America (INA)	XCP145704[e]	10/1/83	10/1/84		\$9,000,000
Insurance Co. of North America (INA)	XCP145704[f]	10/1/83	10/1/84		\$10,000,000
Insurance Co. of North America (INA)	XCP156440[b]	10/1/84	10/1/85		\$4,000,000
Insurance Co. of North America (INA)	XCP156440[c]	10/1/84	10/1/85		\$10,000,000
Insurance Co. of North America (INA)	XCP156440[d]	10/1/84	10/1/85		\$12,000,000
Mead Reinsurance Corp.	XL1686	10/1/82	10/1/83		\$1,763,452
Mead Reinsurance Corp.	XL1806	10/1/83	10/1/84		\$5,000,000
Mead Reinsurance Corp.	XL1993	10/1/84	10/1/85		\$2,500,000
New England Insurance Co.	NE00792	10/1/84	10/1/85		\$5,000,000
New England Reinsurance Co.	791945	10/1/82	10/1/83		\$1,500,000
New England Reinsurance Co.	791946	10/1/82	10/1/83		\$5,000,000
New England Reinsurance Co.	791947	10/1/82	10/1/83		\$2,500,000
New England Reinsurance Co.	791948	10/1/82	10/1/83		\$3,000,000
New England Reinsurance Co.	792108	10/1/82	10/1/83		\$1,000,000
New England Reinsurance Co.	792086	10/1/83	10/1/84		\$1,430,000
New England Reinsurance Co.	792087	10/1/83	10/1/84		\$5,000,000
New England Reinsurance Co.	792088	10/1/83	10/1/84		\$2,500,000
New England Reinsurance Co.	792090	10/1/83	10/1/84		\$3,000,000

EXHIBIT D TO THE PLAN  
SHARED ASBESTOS-EXCLUDED INSURANCE POLICIES  
SCHEDULE 1: POLICIES ISSUED BY SOLVENT INSURERS

<b>Insurer</b>	<b>Policy Number</b>	<b>Start Date</b>	<b>End Date</b>	<b>Remaining Products/Completed Operations Coverage</b>
Twin City Fire Insurance Co.	TXS101639[a]	10/1/82	10/1/83	\$3,000,000
Twin City Fire Insurance Co.	TXS101639[b]	10/1/82	10/1/83	\$3,000,000
Twin City Fire Insurance Co.	TXS101639[c]	10/1/82	10/1/83	\$4,000,000

All capitalized terms used in this Exhibit D to the Plan shall have the meanings ascribed to them in the Plan. This Exhibit D is qualified in its entirety by reference to the Plan.

EXHIBIT D TO THE PLAN  
 SHARED ASBESTOS-EXCLUDED INSURANCE POLICIES  
 SCHEDULE 2: POLICIES ISSUED BY INSOLVENT INSURERS

Insurer	Policy Number	Start Date	End Date	Original Products/Completed Operations Coverage
Home Insurance Co.	HXL1575505	10/1/84	10/1/85	\$20,000,000
Integrity Insurance Co.	XL206632[b]	10/1/82	10/1/83	\$2,000,000
Integrity Insurance Co.	XL206632[a]	10/1/82	10/1/83	\$3,000,000
Integrity Insurance Co.	XL207895	10/1/83	10/1/84	\$3,000,000
Integrity Insurance Co.	XL209697	10/1/84	10/1/85	\$1,000,000
Midland Insurance Co.	XL739740	10/1/82	10/1/83	\$5,000,000
Midland Insurance Co.	XL739741	10/1/82	10/1/83	\$4,000,000
Midland Property & Casualty Co.	XL730704	10/1/82	10/1/83	\$1,000,000
Midland Property & Casualty Co.	XL730706	10/1/82	10/1/83	\$4,000,000
Midland Property & Casualty Co.	XL802058	10/1/83	10/1/84	\$4,000,000
Midland Property & Casualty Co.	XL802056	10/1/83	10/1/84	\$6,000,000
Mission Insurance Co.	M887329	10/1/82	10/1/83	\$4,000,000
Mission Insurance Co.	M887330	10/1/82	10/1/83	\$1,000,000

All capitalized terms used in this Exhibit D to the Plan shall have the meanings ascribed to them in the Plan. This Exhibit D is qualified in its entirety by reference to the Plan.

**EXHIBIT E**

**TO**

**QUIGLEY COMPANY, INC. FIFTH AMENDED AND RESTATED PLAN OF  
REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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**SCHEDULE OF SHARED ASBESTOS-EXCLUDED CLAIMS-MADE INSURANCE  
POLICIES\***

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\* The inclusion, exclusion, or classification of an insurance policy on this Exhibit to the Plan does not constitute a determination as to whether any particular insurance policy provides coverage for any Claim or a waiver of any position of any Entity with respect to any coverage determination. As and to the extent provided in the Plan, all applicable Asbestos PI Insurer Coverage Defenses are preserved with respect to all such policies.

## EXHIBIT E TO THE PLAN

## SHARED ASBESTOS-EXCLUDED CLAIMS-MADE INSURANCE POLICIES

Insurer	Policy Number	Start Date	End Date	Limits	Attachment Point	Quigley Claims Noticed During the Policy Period/Reporting Period
Self Insured Retention	N/A	10/1/1985	10/1/1986	\$10,000,000 per occurrence		
Lloyd's of London and London Cos.	551 USP 0486	10/1/1985	10/1/1986	\$2,000,000	\$10,000,000	NO
Employers Insurance of Wausau	5726-00-102856	12/16/1985	10/1/1986	\$1,000,000	\$10,000,000	NO
Lloyd's of London and London Cos.	551 USP 0487	10/1/1985	10/1/1986	\$5,000,000	\$15,000,000	NO
National Union Fire Ins. Co of Pittsburgh Pa	960 37 86	10/1/1985	10/1/1986	\$2,000,000	\$30,000,000	NO
Lexington Insurance Co.	5527467 (renewal of 552 6390)	10/1/1985	10/1/1986	\$500,000	\$30,000,000	NO
National Union Fire Ins. Co of Pittsburgh Pa	960 37 85	10/1/1985	10/1/1986	\$3,000,000	\$32,500,000	NO
Colonia Insurance Co.	40 02 02	10/1/1985	10/1/1986	\$1,000,000	\$23,500,000	NO
National Union Fire Ins. Co of Pittsburgh Pa	960 37 85	10/1/1985	10/1/1986	\$5,000,000	\$57,500,000	NO
Insurance Co. of North America (CIGNA)	XCP GO 313525-1	10/1/1985	10/1/1986	\$5,000,000	\$57,500,000	NO
AIU Insurance Co.	75-103915	10/1/1985	10/1/1986	\$3,000,000	\$57,500,000	NO
Lexington Insurance Co.	5527467	10/1/1985	10/1/1986	\$2,000,000	\$57,500,000	NO
Colonia Insurance Co.	40 02 02	10/1/1985	10/1/1986	\$1,000,000	\$57,500,000	NO
Zurich International Ltd.	73,048-85C	10/1/1985	10/1/1986	\$1,000,000	\$57,500,000	NO
North River Insurance Co.	522 053973 9	10/1/1985	10/1/1986	\$2,000,000	\$57,500,000	NO
Pacific Insurance Co.	PI 33302	10/1/1985	10/1/1986	\$500,000	\$57,500,000	NO
Mutuelles-Unies	9997844	10/1/1985	10/1/1986	\$200,000	\$57,500,000	NO
Union Des Assurances De Paris	6519703	10/1/1985	10/1/1986	\$600,000	\$57,500,000	NO
Assurances Generales De France	67199915	10/1/1985	10/1/1986	\$250,000	\$57,500,000	NO
A.C.E. Insurance Co. Ltd.	PFE 476	3/3/1986	10/1/1986	\$100,000,000	\$100,000,000	NO
Meadows Syndicate Inc. NY Insurance Exchange	S6576/86A	6/3/1986	10/1/1986	\$250,000	\$20,000,000	NO
Self Insured Retention	N/A	11/1/1986	11/1/1989	\$25,000,000 per occurrence		
X.L. Insurance Co.	G205RAA	11/1/1986	1/23/1990	\$75,000,000	\$25,000,000	NO
Self Insured Retention	N/A	10/1/1989	11/1/1995	25,000,000 per occurrence		
X.L. Insurance Co.	XLUMB 00341	1/23/1990	11/1/1996	\$125,000,000	\$25,000,000	NO
A.C.E. Insurance Co. Ltd.	PFE 476	10/1/1989	11/1/1995	\$200,000,000	\$150,000,000	NO
Self Insured Retention	N/A	11/1/1995	11/1/1996	25,000,000 per occurrence		
American Excess Insurance Association (AEIA)	NN 5000101195	11/1/1995	11/1/1996	\$100,000,000	\$150,000,000	NO
STARR Excess Liability Insurance Co. Ltd.	200877	11/1/1995	11/1/1997	\$100,000,000	\$250,000,000	NO
New Hampshire Insurance Co.	509DL163395	11/1/1995	11/1/1996	\$16,000,000	\$350,000,000	NO
Royal Insurance Plc.	509DL 163395	11/1/1995	11/1/1996	\$1,500,000	\$350,000,000	NO
Gerling Konzern Allgemeine Versicherungs Aktiengesellschaft	509/DL163395	11/1/1995	11/1/1996	\$20,000,000	\$350,000,000	NO
SR International Business Insurance Co. Ltd.	509/DL 163395	11/1/1995	11/1/1996	\$12,500,000	\$350,000,000	NO
A.C.E. Insurance Co. Ltd.	PFE 476/4	11/1/1995	11/1/1996	\$100,000,000	\$400,000,000	NO
Self Insured Retention	N/A	11/1/1996	11/1/1997	\$25,000,000		
X.L. Insurance Co., Ltd.	XLUMB 00341	11/1/1996	11/1/1997	\$100,000,000	\$25,000,000	NO
X.L. Insurance Co., Ltd.	XLUMB 00341	11/1/1996	11/1/1997	\$100,000,000	\$150,000,000	NO
STARR Excess Liability Insurance Co. Ltd.	20087	11/1/1996	11/1/1997	\$100,000,000	\$250,000,000	NO
SR International Business Insurance Co. Ltd. (BETA)	509DL1633951	11/1/1996	11/1/1997	\$100,000,000	\$350,000,000	NO
Gerling Konzern Allgemeine Versicherungs Aktiengesellschaft	509/DL 193296	11/1/1996	11/1/1997	\$35,000,000	\$450,000,000	NO
SR International Business Insurance Co. Ltd.	509/DL 193296	11/1/1996	11/1/1997	\$25,000,000	\$450,000,000	NO
Winterthur Swiss Insurance Co.	509/DL 193296	11/1/1996	11/1/1997	\$15,000,000	\$450,000,000	NO
New Hampshire Insurance Co.	509/DL 193296	11/1/1996	11/1/1997	\$25,000,000	\$450,000,000	NO
Zurich Reinsurance (UK) Ltd.	509/DL 193296	11/1/1996	11/1/1997	\$15,000,000	\$450,000,000	NO
Royal Insurance Plc.	509/DL 193296	11/1/1996	11/1/1997	\$3,000,000	\$450,000,000	NO
Self Insured Retention	N/A	11/1/1997	11/1/2001	\$50,000,000 per occurrence		
Great Lakes (UK)	052404-0197	11/1/1997	11/1/2001	\$25,000,000	\$125,000,000	NO
Winterthur Swiss Insurance Co.	509 DL 193297	11/1/1997	11/1/2001	\$25,000,000	\$150,000,000	NO
Columbia Casualty Co.	ADT 1028640330	11/1/1997	11/1/2001	\$20,000,000	\$150,000,000	NO

## EXHIBIT E TO THE PLAN

## SHARED ASBESTOS-EXCLUDED CLAIMS-MADE INSURANCE POLICIES

Insurer	Policy Number	Start Date	End Date	Limits	Attachment Point	Quigley Claims Noticed During the Policy Period/Reporting Period
Gulf Insurance Co.	GA 6078384	11/1/1997	11/1/2001	\$5,000,000	\$150,000,000	NO
Lumbermens Mutual Casualty Co.	9SR117891-00	11/1/1997	11/1/2001	\$30,000,000	\$150,000,000	NO
Gerling-Konzern General Insurance Co.	509DL193297	11/1/1997	11/1/2001	\$35,000,000	\$150,000,000	NO
Gerling American Insurance Co.	4 002 900 ELP	11/1/1997	11/1/2001	\$10,000,000	\$150,000,000	NO
Winterthur Swiss Insurance Co.	509/DL220397	11/1/1997	11/1/2001	\$25,000,000	\$275,000,000	NO
Zurich Reinsurance (London) Limited	509DL220297/01	11/1/1997	11/1/2001	\$50,000,000	\$275,000,000	NO
SR International Business Insurance Co. Ltd. (BETA)	509 DL1633951	11/1/1997	11/1/2001	\$100,000,000	\$350,000,000	NO
SR International Business Insurance Co. Ltd.	509 DL 193296	11/1/1997	11/1/2001	\$25,000,000	\$450,000,000	NO
Royal & Sun Alliance Ins.	509 DL 221597	11/1/1997	11/1/2000	\$10,000,000	\$475,000,000	NO
Winterthur Swiss Insurance Co. [replaces Royal & Sun for the 00-01 period of this layer]	509/DL265198	11/1/2000	11/1/2001	\$10,000,000	\$475,000,000	NO
Zurich Reinsurance (London) Limited	509/DL 220197	11/1/1997	11/1/2001	\$50,000,000	\$485,000,000	NO
Allianz Underwriters Insurance Co.	AXL 521 12 57	11/1/1997	11/1/2001	\$50,000,000	\$535,000,000	NO
X.L. Insurance Co., Ltd.	XLUMB 00341	11/1/1997	12/12/2000	\$200,000,000	\$585,000,000	NO
Starr Excess Liability Insurance International Limited	200877	11/1/1997	11/1/2001	\$100,000,000	\$785,000,000	NO
Gulf Insurance Co.	GA 6097622	1/1/1998	11/1/2001	\$20,000,000	\$885,000,000	NO
Chubb Atlantic Indemnity Ltd.	(00) 3310-03-82	1/1/1998	11/1/2001	\$25,000,000	\$905,000,000	NO
Winterthur Swiss Insurance Co.	509/DL229298	11/1/1998	11/1/2001	\$25,000,000	\$930,000,000	NO
Columbia Casualty Co.	ADT 1066907783	1/1/1998	11/1/2001	\$5,000,000	\$930,000,000	NO
Zurich Reinsurance (London) Limited	509/DL229298	1/1/1998	11/1/2001	\$22,500,000	\$930,000,000	NO
SR International Business Insurance Co. Ltd.	509/DL229298	1/1/1998	11/1/2001	\$17,500,000	\$930,000,000	NO
Allianz Underwriters Insurance Co.	AXL 521 12 69	11/1/1998	11/1/2001	\$25,000,000	\$1,050,000,000	NO
Columbia Casualty Co.	ADE 1089982099	11/1/1998	11/1/2001	\$5,000,000	\$1,050,000,000	NO
Lumbermens Mutual Casualty Co.	9SR117969-00	11/1/1998	11/1/2001	\$20,000,000	\$1,050,000,000	NO
Self Insured Retention	N/A	11/1/2001	11/1/2002	\$200,000,000 per occurrence		
SR International Business Insurance Co. Ltd.	509/DM075501	11/1/2001	11/1/2002	\$100,000,000	\$200,000,000	NO
Gerling Konzern Allegemeine Vericherungs - AG	DL 362901	3/1/2002	11/1/2002	\$50,000,000	\$600,000,000	NO
Great Lakes Reinsurance (UK) PLC [Munich-American Risk Partners]	01-UK-XL-0000040-00	3/1/2002	11/1/2002	\$25,000,000	\$600,000,000	NO
Allied World Assurance Co. ("AWAC")	C000211	3/1/2002	11/1/2002	\$25,000,000	\$675,000,000	NO
Zurich American Insurance Co.	AEC 383 9774-00	3/1/2002	11/1/2002	\$25,000,000	\$675,000,000	NO
Zurich Insurance Co. (UK) Branch	509/DL 367802	3/1/2002	11/1/2002	\$50,000,000	\$675,000,000	NO
A.C.E. Bermuda Insurance, Ltd.	PFE 1136/5	3/1/2002	12/1/2002	\$100,000,000	\$775,000,000	NO
Liberty Mutual Insurance Co. (UK) Limited (Trading as Liberty International Underwriters)	DL 369002	3/1/2002	11/1/2002	\$35,000,000	\$775,000,000	NO
Endurance Specialty Insurance Ltd.	INCLX0217WW	3/1/2002	11/1/2002	\$25,000,000	\$775,000,000	NO
Self Insured Retention	N/A	11/1/2002	12/1/2003	\$500,000,000 per occurrence		
SR International Business Insurance Co. Ltd.	MH 3723	11/1/2002	12/1/2003	\$100,000,000	\$500,000,000	Yes
Gerling Konzern Allgemeine Vericherungs-AG	509/DL362902	11/1/2002	11/1/2003	\$50,000,000	\$600,000,000	Yes
Arch Reinsurance Ltd.	B4-URP-03239-00	11/1/2002	11/1/2003	\$15,000,000	\$600,000,000	Yes
Allied World Assurance Co., Ltd. ("AWAC")	C001258	11/1/2002	11/1/2003	\$25,000,000	\$675,000,000	Yes
A.C.E. Bermuda Insurance, Ltd.	PFE 1136/5	11/1/2002	12/1/2003	\$100,000,000	\$810,000,000	Yes
Endurance Specialty Insurance Ltd.	000 828	3/1/2002	12/1/2003	\$25,000,000	\$810,000,000	Yes

All capitalized terms used in this Exhibit E to the Plan shall have the meanings ascribed to them in the Plan. This Exhibit E is qualified in its entirety by reference to the Plan.

**EXHIBIT F**

**TO**

**QUIGLEY COMPANY, INC. FIFTH AMENDED AND RESTATED PLAN OF  
REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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**SCHEDULE OF INSURANCE SETTLEMENT AGREEMENTS AND AIG INSURANCE  
SETTLEMENT AGREEMENT**

EXHIBIT F TO THE PLAN

INSURANCE SETTLEMENT AGREEMENTS AND AIG INSURANCE SETTLEMENT AGREEMENT

Name of Insurance Settlement Agreement(s)	Asbestos Insurance Entity(ies)	Settling Asbestos Insurance Entity(ies)
<ul style="list-style-type: none"> <li>• Addendum to Settlement Agreement among Pfizer Inc., Quigley Company, Inc. and Certain AIG Member Companies, dated August 13, 2004</li> <li>• Settlement Agreement Among Pfizer Inc., Quigley Company, Inc. and the AIG Companies, dated January 27, 1995</li> </ul>	AIG Member Companies, defined as (1) AIU Insurance Company; (2) American Home Assurance Company; (3) Birmingham Fire Insurance Company of Pennsylvania; (4) Colonia Insurance Company (U.S. Branch); (5) Granite State Insurance Company; (6) Illinois National Insurance Company; (7) Landmark Insurance Company; (8) Lexington Insurance Company; (9) L'Union Atlantique D'Assurances, S.A.; and (10) National Union Fire Insurance Company of Pittsburgh, PA	Yes
<ul style="list-style-type: none"> <li>• Settlement and Insurance Policy Repurchase Agreement and Release dated August 24, 2010 and approved by Bankruptcy Court on January 14, 2011</li> <li>• Agreement Concerning Asbestos-Related Claims, dated June 19, 1985 (Wellington Agreement)</li> </ul>	Arrowood Indemnity Company (f/k/a Royal Indemnity Company)	Yes
<ul style="list-style-type: none"> <li>• Agreement Among Pfizer Inc., Quigley Company, Inc. and Centennial Insurance Company, dated September 19, 2005 and approved by Bankruptcy Court on December 22, 2005</li> <li>• Settlement Agreement Among Pfizer Inc., Quigley Company, Inc. and Centennial Insurance Company, dated March 17, 1999</li> </ul>	Centennial Insurance Company	Yes

All Capitalized terms used in this Exhibit F to the Plan shall have the meanings ascribed to them in the Plan. This Exhibit F is qualified in its entirety by reference to the Plan.

**EXHIBIT F TO THE PLAN  
 INSURANCE SETTLEMENT AGREEMENTS AND AIG INSURANCE SETTLEMENT AGREEMENT**

Name of Insurance Settlement Agreement(s)	Asbestos Insurance Entity(ies)	Settling Asbestos Insurance Entity(ies)
<ul style="list-style-type: none"> <li>• Settlement Agreement Among Pfizer Inc., Quigley Company, Inc., Century Indemnity Company and Other Signatory Insurers, dated May 19, 2008 and approved by the Bankruptcy Court on July 23, 2008</li> <li>• Agreement Concerning Asbestos-Related Claims, dated June 19, 1985 (Wellington Agreement)</li> <li>• Confidential Settlement Agreement Between Pfizer Inc. and Quigley Company, Inc. and Cravens, Dargan &amp; Company, Pacific Coast (as managing general agent for Highlands Insurance Company) effective October 1, 1994</li> <li>• Confidential Settlement Agreement Between Pfizer Inc. and Quigley Company, Inc. and Cravens, Dargan &amp; Company, Pacific Coast (as managing general agent for Central National Insurance Company) effective October 1, 1994</li> </ul>	<p>(1) Century Indemnity Insurance Company (successor to both (a) CCI Insurance Company, successor to Insurance Company of North America with respect to certain policies, and (b) CIGNA Specialty Insurance Company f/k/a California Union Insurance Company); (2) Insurance Company of North America; (3) Highlands Insurance Company in Receivership, by and through its claims handling agent, Cravens, Dargan &amp; Co., Pacific Coast; (4) ACE Property &amp; Casualty Insurance Company (f/k/a CIGNA Property &amp; Casualty Insurance Company), as successor in interest to Central National Insurance Company of Omaha, but only with respect to policies issued through Cravens, Dargan &amp; Co., Pacific Coast; (5) ACE Property &amp; Casualty Insurance Company (f/k/a CIGNA Property &amp; Casualty Insurance Company), as successor in interest to Motor Vehicle Casualty Company but only with respect to policies issued through Cravens, Dargan &amp; Company, Pacific Coast; and (6) Westchester Fire Insurance Company</p>	<p align="center">Yes</p>

All Capitalized terms used in this Exhibit F to the Plan shall have the meanings ascribed to them in the Plan. This Exhibit F is qualified in its entirety by reference to the Plan.

**EXHIBIT F TO THE PLAN**

**INSURANCE SETTLEMENT AGREEMENTS AND AIG INSURANCE SETTLEMENT AGREEMENT**

Name of Insurance Settlement Agreement(s)	Asbestos Insurance Entity(ies)	Settling Asbestos Insurance Entity(ies)
<ul style="list-style-type: none"> <li>• Settlement Agreement Among Pfizer Inc., Quigley Company, Inc. and Certain Insurers, dated June 3, 2008 and approved by Bankruptcy Court on July 23, 2008</li> <li>• Settlement Agreement Concerning Asbestos-Related Bodily Injury Claims, dated August 11, 1999</li> </ul>	<p>Certain Insurers, defined as (1) AXA France IARD, as successor in interests and liabilities to Union des Assurances de Paris; (2) AXA Corporate Solutions Assurances, as successor in interests and liabilities to Le Secours a/k/a Uni Europe and Mutuelles Unies a/k/a Group Ancienne Mutuelle; (3) Caisse Industrielle d'Assurance Mutuelle; (4) FM Insurance Company Ltd. (as successor to Affiliated Factory Mutual Paris); (5) AXA Versicherung AG as a successor to Union des Assurances de Paris in respect of the Emil Preuss Policies (Underwriting years 10/1/79-10/1/80; 10/1/80-10/1/81; 10/1/81-10/1/82); (6) Assurances Générales de France IART SA on behalf of itself, its predecessors, assigns and affiliates including, but not limited to La Préservatrice Foncière Assurances (PFA), La Préservatrice Fonciere Tiard, La Fonciere Assurances Transports Accidente, Lilloise D'Assurance, Lilloise D'Assurance et de Reassurances and as successor in interests and liabilities to these companies; and (7) MMA IARD Assurances Mutuelles as successor to Mutuelle Générale Française (Accident)</p>	<p>Yes</p>

All Capitalized terms used in this Exhibit F to the Plan shall have the meanings ascribed to them in the Plan. This Exhibit F is qualified in its entirety by reference to the Plan.

EXHIBIT F TO THE PLAN

INSURANCE SETTLEMENT AGREEMENTS AND AIG INSURANCE SETTLEMENT AGREEMENT

Name of Insurance Settlement Agreement(s)	Asbestos Insurance Entity(ies)	Settling Asbestos Insurance Entity(ies)
<ul style="list-style-type: none"> <li>• Settlement Agreement and Release Between and Among Pfizer Inc., Quigley Company, Inc. and Continental Insurance Company (on its own behalf and as successor to London Guarantee and Accident Company of New York), Continental Casualty Company, and Fidelity &amp; Casualty Company, dated January 30, 2009 and approved by Bankruptcy Court on February 19, 2009</li> <li>• Settlement Agreement Between and Among Pfizer Inc and Its Wholly-Owned Subsidiary, Quigley Company, Inc. and Continental Casualty Company, dated April 27, 1999</li> <li>• Agreement Concerning Asbestos-Related Claims, dated June 19, 1985 (Wellington Agreement)</li> </ul>	<p>(1) Continental Insurance Company (on its own behalf and as successor to London Guarantee and Accident Company of New York); (2) Continental Casualty Company; and (3) Fidelity &amp; Casualty Company</p>	<p>Yes</p>
<ul style="list-style-type: none"> <li>• Settlement Agreement and Release Pfizer Inc., Quigley Company, Inc., and Nationwide Indemnity Company, on behalf of Employers Insurance of Wausau, dated March 18, 2009 and approved by the Bankruptcy Court on June 9, 2009</li> <li>• Agreement Concerning Asbestos-Related Claims, dated June 19, 1985 (Wellington Agreement)</li> </ul>	<p>(1) Employers Insurance of Wausau and (2) Nationwide Indemnity Company, solely in its capacity as claims administrator for Employers Insurance of Wausau</p>	<p>Yes</p>
<ul style="list-style-type: none"> <li>• Addendum to Settlement Agreement Among Pfizer Inc, Quigley Company, Inc. and Everest Reinsurance Company, dated July 6, 2004 and related Bankruptcy Court order dated March 30, 2006</li> <li>• Settlement Agreement Among Pfizer Inc, Quigley Company, Inc. and Everest Reinsurance Company, effective June 1, 1999</li> </ul>	<p>Everest Reinsurance Company</p>	<p>Yes</p>

All Capitalized terms used in this Exhibit F to the Plan shall have the meanings ascribed to them in the Plan. This Exhibit F is qualified in its entirety by reference to the Plan.

## EXHIBIT F TO THE PLAN

## INSURANCE SETTLEMENT AGREEMENTS AND AIG INSURANCE SETTLEMENT AGREEMENT

Name of Insurance Settlement Agreement(s)	Asbestos Insurance Entity(ies)	Settling Asbestos Insurance Entity(ies)
<ul style="list-style-type: none"> <li>• Settlement and Insurance Policy Repurchase Agreement and Release between and among Pfizer Inc., Quigley Company, Inc., and Hartford, dated October 28, 2008 and approved by the Bankruptcy Court on June 9, 2009</li> <li>• Agreement Concerning Asbestos-Related Claims, dated June 19, 1985 (Wellington Agreement)</li> </ul>	(1) First State Insurance Company, on its own behalf and as the real party in interest as to those of the Policies issued by Royal Indemnity Company; (2) Hartford Accident and Indemnity Company; (3) New England Insurance Company (4) First State Underwriters Agency of New England Reinsurance Corporation; and (5) Twin City Fire Insurance Company	Yes, as to (1) First State Insurance Company, on its own behalf and as the real party in interest as to those of the Policies issued by Royal Indemnity Company; (2) First State Underwriters Agency of New England Reinsurance Corporation; and (3) Twin City Fire Insurance Company
<ul style="list-style-type: none"> <li>• Settlement Agreement Among Pfizer Inc., Quigley Company, Inc., and Haftpflichtverband der Deutschen Industrie, V.a.G, dated September 8, 2009 and approved by the Bankruptcy Court on October 13, 2009</li> </ul>	HDI-Gerling Industrie Versicherung AG, as successor to Haftpflichtverband der Deutschen Industrie, V.a.G.	Yes
<ul style="list-style-type: none"> <li>• Agreement Among Pfizer Inc., Quigley Company, Inc. and Old Republic Insurance Company, dated December 9, 2005 and approved by Bankruptcy Court on March 1, 2006</li> <li>• Settlement Agreement Between Pfizer Inc., Quigley Company, Inc., and Old Republic Insurance Company, dated June 16, 1998</li> </ul>	Old Republic Insurance Company	Yes

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EXHIBIT F TO THE PLAN

INSURANCE SETTLEMENT AGREEMENTS AND AIG INSURANCE SETTLEMENT AGREEMENT

Name of Insurance Settlement Agreement(s)	Asbestos Insurance Entity(ies)	Settling Asbestos Insurance Entity(ies)
<ul style="list-style-type: none"> <li>• Settlement Agreement and Release between and among Pfizer Inc., Quigley Company, Inc., and OneBeacon Insurance Company, the successor-in-interest to CGU Insurance, which in turn is the successor-in-interest to Commercial Union Insurance Company, dated June 19, 2009 and approved by Bankruptcy Court</li> <li>• <del>Settlement Agreement</del> Settlement Agreement Among Pfizer Inc., Quigley Company, Inc. and OneBeacon Insurance Company, dated February 7, 2008 and approved by Bankruptcy Court on March 6, 2008</li> <li>• Settlement Agreement Between and Among Pfizer Inc, Quigley Company, Inc. and CGU Insurance Regarding Asbestos-Related Bodily Injury Claims, dated March 25, 1999</li> </ul>	<p>OneBeacon Insurance Company, the successor-in-interest to CGU Insurance, which in turn is the successor-in-interest to Commercial Union Insurance Company</p>	<p>Yes</p>
<ul style="list-style-type: none"> <li>• Agreement Among Pfizer Inc., Quigley Company, Inc. and Stonewall Insurance Company dated March 31, 2006 and approved by Bankruptcy Court on April 27, 2006</li> <li>• Settlement Agreement Among Pfizer Inc., Quigley Company, Inc. and Stonewall Insurance Company Concerning Certain Asbestos-Related Claims, dated August 31, 1999</li> </ul>	<p>Stonewall Insurance Company</p>	<p>Yes</p>
<ul style="list-style-type: none"> <li>• Agreement Among Pfizer Inc., Quigley Company, Inc. and Westport Insurance Company, dated November 28, 2005 and approved by Bankruptcy Court on March 1, 2006</li> <li>• Settlement Agreement Between Pfizer Inc., Quigley Company, Inc. and Westport Insurance Company, dated June 1, 1999</li> </ul>	<p>Westport Insurance Company, including its predecessor Puritan Insurance Company</p>	<p>Yes</p>

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## EXHIBIT F TO THE PLAN

## INSURANCE SETTLEMENT AGREEMENTS AND AIG INSURANCE SETTLEMENT AGREEMENT

Name of Insurance Settlement Agreement(s)	Asbestos Insurance Entity(ies)	Settling Asbestos Insurance Entity(ies)
<ul style="list-style-type: none"> <li>Addendum to Settlement Agreement Between and Among Pfizer Inc., Quigley Company, Inc. and Allstate Insurance Company dated April 14, 2004</li> <li>Settlement Agreement Between and Among Pfizer Inc., Quigley Company, Inc. and Allstate Insurance Company Concerning Asbestos-Related Bodily Injury Claims, dated April 18, 2000</li> </ul>	Allstate Insurance Company, solely as successor-in-interest to Northbrook Indemnity Company and Northbrook Excess and Surplus Insurance Company, formerly Northbrook Insurance Company	No
<ul style="list-style-type: none"> <li>Settlement Agreement Between Pfizer Inc., Quigley Company, Inc. and Colonia Versicherung Aktiengesellschaft, dated November 12, 1998</li> </ul>	Colonia Versicherung Aktiengesellschaft	No
<ul style="list-style-type: none"> <li>Settlement Agreement Between Pfizer Inc, Quigley Company, Inc. and Eurinco Allegemeine Versicherungs, A.G., dated December 13, 1995</li> </ul>	Eurinco Allegemeine Versicherungs, A.G.	No
<ul style="list-style-type: none"> <li>Agreement Concerning Asbestos-Related Claims, dated June 19, 1985 (Wellington Agreement)</li> </ul>	TIG Insurance Company, as successor by merger to International Insurance Company	No
	Travelers Casualty and Surety Company (f/k/a The Aetna Casualty and Surety Company)	No
<ul style="list-style-type: none"> <li>Notice of Offer to Settle Between Colonial Assurance Company and Pfizer, dated February 7, 1992</li> </ul>	Colonial Assurance Company	No
<ul style="list-style-type: none"> <li>Notices of Established Liability, dated January 20, 2006 and July 4, 2006</li> </ul>	Compagnie Europeenne de Reassurances SA	No
<ul style="list-style-type: none"> <li>Various Notices of Determination from Integrity Insurance Company, dated July 22, 2002, June 3, 2005, June 24, 2005 and April 11, 2006</li> </ul>	Integrity Insurance Company	No

All Capitalized terms used in this Exhibit F to the Plan shall have the meanings ascribed to them in the Plan. This Exhibit F is qualified in its entirety by reference to the Plan.

**EXHIBIT F TO THE PLAN**

**INSURANCE SETTLEMENT AGREEMENTS AND AIG INSURANCE SETTLEMENT AGREEMENT**

Name of Insurance Settlement Agreement(s)	Asbestos Insurance Entity(ies)	Settling Asbestos Insurance Entity(ies)
<ul style="list-style-type: none"> <li>Settlement Agreement and Release Between Pfizer Inc. and KWELM Management Services Limited, dated September 29, 2004</li> </ul>	Kingscroft Insurance Co. Ltd. (formerly Dart Insurance Company Limited, Dart and Kraft Insurance Company Limited, and Kraft Insurance Company Limited), Walbrook Insurance Company, El Paso Insurance Company, Limited, Lime Street Insurance Company, Limited (formerly Louisville Insurance Company Limited) Mutual Reinsurance Company Limited, The Bermuda Fire and Marine Insurance Company, Limited (In Liquidation), Southern American Insurance Company (In Liquidation)	No
<ul style="list-style-type: none"> <li>Policyholder Claims Approval Agreement Between Mission Insurance Company Trust, Mission National Insurance Company Trust and the Enterprise Insurance Company Trust, the California Insurance Guarantee Association and Pfizer Inc., dated February 28, 2003</li> </ul>	Mission Insurance Company, Mission National Insurance Company	No
<ul style="list-style-type: none"> <li>Notice of Claim Valuation from Northeastern Fire Insurance Company, dated November 9, 1993</li> </ul>	Northeastern Fire Insurance Company	No
<ul style="list-style-type: none"> <li>Agreement for Claims Determination By and Between the Liquidator of The Protective National Insurance Company of Omaha, executed in April 2007 and approved by Bankruptcy Court on June 13, 2007</li> </ul>	The Protective National Insurance Company of Omaha	No
<ul style="list-style-type: none"> <li>Notice of Determination from Southern American Insurance Company, dated August 19, 2003</li> </ul>	Southern American Insurance Company	No
<ul style="list-style-type: none"> <li>Settlement Agreement and Full Release Between Pfizer Inc. and Transit Casualty Company in Receivership, dated July 24, 2001</li> </ul>	Transit Casualty Company	No

All Capitalized terms used in this Exhibit F to the Plan shall have the meanings ascribed to them in the Plan. This Exhibit F is qualified in its entirety by reference to the Plan.

**EXHIBIT G**

**TO**

**QUIGLEY COMPANY, INC. FIFTH AMENDED AND RESTATED PLAN OF  
REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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**AIG ASSIGNMENT AGREEMENT**

## AIG ASSIGNMENT AGREEMENT

This AIG ASSIGNMENT AGREEMENT (the “Agreement”), effective as of the Effective Date, is entered into by and between Quigley and Pfizer (the “Parties”). All capitalized terms used herein but not otherwise defined shall have the respective meanings given to such terms in the Quigley Company, Inc. Fifth Amended and Restated Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, as amended, modified, or supplemented from time to time (the “Plan”).

### RECITALS

**WHEREAS**, at the time of the entry of the order for relief in the Chapter 11 Case, Quigley was named as a defendant in personal injury actions seeking recovery for damages allegedly caused by the presence of, or exposure to, asbestos and/or asbestos-containing products;

**WHEREAS**, Quigley has reorganized under the provisions of chapter 11 of the Bankruptcy Code in a case pending in the Bankruptcy Court, known as *In re Quigley Company, Inc.*, Case No. 04-15739 (SMB);

**WHEREAS**, the Plan, filed by Quigley and supported by the Creditors’ Committee and the Future Demand Holders’ Representative, has been confirmed by the Bankruptcy Court and affirmed by the District Court;

**WHEREAS**, the Confirmation Order has been entered or affirmed by the District Court, and such Confirmation Order has become a Final Order;

**WHEREAS**, the Plan provides for, among other things, the creation of the Asbestos PI Trust;

**WHEREAS**, all Asbestos PI Claims are channeled to the Asbestos PI Trust;

**WHEREAS**, pursuant to the Plan, the Asbestos PI Trust is to use its assets and income to pay Asbestos PI Claims as and to the extent provided for in the Asbestos PI Trust Agreement and in the Asbestos PI Trust Distribution Procedures;

**WHEREAS**, the AIG Companies issued to Pfizer the insurance policies listed on Schedule 1 (the “AIG Insurance Policies”), certain of which also provide coverage to Quigley;

**WHEREAS**, Pfizer, Quigley and the AIG Companies entered into the AIG Insurance Settlement Agreement to resolve disputed issues relating to: (a) remaining unbilled coverage under certain AIG Insurance Policies shared by Pfizer and Quigley in the amount of \$283,754,705; (b) a general excess liability claims-made AIG Insurance Policy issued to Pfizer covering the period November 1, 1997 through November 1, 2001 and providing \$75 million in limits; (c) a Quigley Insurer Receivable owed by the AIG Companies of \$40,620,224.56; and (d) a receivable owed to Pfizer by the AIG Companies of \$6,371,926.10;

**WHEREAS**, the AIG Insurance Settlement Agreement resolved all disputes relating to the payment of the above amounts by providing that the AIG Companies would make the AIG Payments for the joint benefit of Pfizer and Quigley in an aggregate amount of \$405,746,856 over ten (10) years,

**WHEREAS**, in consideration for payment in full of the AIG Payments under the terms of the AIG Insurance Settlement Agreement, Quigley and Pfizer will provide the AIG Companies with a release under the AIG Insurance Policies for insurance coverage with respect to the products/completed operations hazards limits, Asbestos-Related Claims, Silica-Related Claims, Other Dust Claims, and Pharmaceutical Claims (each as defined in the AIG Insurance Settlement Agreement);

**WHEREAS**, as of the Effective Date, the AIG Companies have made \$\_\_ million in AIG Payments under the AIG Insurance Settlement Agreement;

**WHEREAS**, all AIG Payments that have been made to date by the AIG Companies under the AIG Insurance Settlement Agreement have been jointly held for the benefit of Pfizer and Quigley in the Insurance Settlement Proceeds Trust and total \$\_\_\_\_, including interest earned thereon;

**WHEREAS**, under Section IV of the AIG Insurance Settlement Agreement, Pfizer and Quigley as the Joint Beneficiaries (as defined in the AIG Insurance Settlement Agreement) have the absolute and unconditional right, but not the obligation, to assign any or all of their respective right, title and interest to the AIG Payments to certain entities (as more fully set forth in the AIG Insurance Settlement Agreement, each a "Permitted Assignee"), and each Permitted Assignee shall have the right to collect the AIG Payments;

**WHEREAS**, the Asbestos PI Trust is a Permitted Assignee under the terms of the AIG Insurance Settlement Agreement;

**WHEREAS**, in accordance with the terms of the AIG Insurance Settlement Agreement, Quigley and Pfizer may effectuate an assignment by entering into an assignment agreement such as this Agreement assigning to one or more Permitted Assignees all or a portion of their respective right, title and interest in and to the AIG payments;

**WHEREAS**, in accordance with the terms of the Plan, Quigley and Pfizer have agreed to execute this Agreement, pursuant to which Quigley and Pfizer are assigning to the Asbestos PI Trust all of Quigley's and Pfizer's right, title, and interest in and to the AIG Payments and any interest earned thereon in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing promises and the mutual covenants and agreements of the Parties contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment of AIG Payments by Pfizer and Quigley. Quigley and Pfizer hereby irrevocably transfer and assign to the Asbestos PI Trust, free and clear of all Claims,

Liens, and Encumbrances, any and all of Quigley's and Pfizer's right, title, and interest in and to the AIG Payments, whether now existing or hereafter arising, liquidated or unliquidated, disputed or undisputed, fixed or contingent, and any and all replacements, substitutes, or products of the foregoing (together with any and all interest or other income thereon), including any and all AIG Payments that are held in the Insurance Settlement Proceeds Trust as of the Effective Date and any interest earned thereon, and any and all AIG Payments to be made after the Effective Date, as if such AIG Payments were owed to the Asbestos PI Trust. This assignment of the AIG Payments is not an assignment of the right, title, or interest in and to any AIG Insurance Policy.

2. Representations. Quigley and Pfizer hereby each represent that: (1) Quigley and Pfizer are the Joint Beneficiaries of the AIG Payments; (2 ) the Asbestos PI Trust is a Permitted Assignee; (3) as of the Effective Date, the Insurance Settlement Proceeds Trust holds AIG Payments that have been made totaling \$[insert amount], including interest earned thereon, in trust for the joint benefit of Quigley and Pfizer; (4) there are no currently operative assignments of Quigley's or Pfizer's right, title or interest in and to the AIG Payments of the nature provided for by this Agreement; and (5) this assignment is authorized under Section IV of the AIG Insurance Settlement Agreement.

3. Intent of Parties. It is the intention of the Parties that the transfer and assignment of the AIG Payments by Quigley and Pfizer to the Asbestos PI Trust be absolute, irrevocable, and without recourse and shall provide the Asbestos PI Trust with the full benefits of the right, title, and interest in and to the AIG Payments. The Parties intend that the assignment of Quigley's and Pfizer's right, title, and interest in and to the AIG Payments set forth in this Agreement be made to the maximum extent permitted under applicable law and the AIG Insurance Settlement Agreement. The Parties intend and affirm that the objective of this Agreement is to consummate the transaction described in the Plan and other Plan Documents as the transaction to be implemented pursuant to the "AIG Assignment Agreement." This Agreement shall be construed by the Parties in a manner consistent with these intentions and objectives.

4. Notice to the AIG Companies. On or before the thirtieth (30) day from the Effective Date, Quigley and Pfizer shall provide written notice of this Agreement to the AIG Companies, with written confirmation to the Asbestos PI Trust.

5. Invalidation. To the extent the AIG Assignment Agreement is determined to be invalid by a court of competent jurisdiction, upon request by the Asbestos PI Trust and at the cost of the Asbestos PI Trust, Quigley and/or Pfizer (as the case may be) shall (i) use its commercially reasonable best efforts to pursue any of the AIG Payments for the benefit of and to the fullest extent required by the Asbestos PI Trust, and (ii) immediately transfer to the Asbestos PI Trust any amounts recovered under or on account of any AIG Payments by Quigley and/or Pfizer; provided, however, that while any such amounts are held by or under the control of Quigley or Pfizer, such amounts (and any interest earned thereon) shall be held in trust for the benefit of the Asbestos PI Trust.

6. Cooperation. To the fullest extent commercially reasonably, Quigley and/or Pfizer shall provide the Asbestos PI Trust with such cooperation in connection with the

Asbestos PI Trust's acquisition and, as necessary, recovery, of any and all AIG Payments. Such cooperation shall include, but is not limited to, Quigley and/or Pfizer making its books, records, employees, agents, and professionals reasonably available to the Asbestos PI Trust during normal business hours on not less than five (5) Business Days' notice. Quigley and/or Pfizer shall have the right to require the Asbestos PI Trust to execute a confidentiality agreement satisfactory to Quigley and/or Pfizer prior to Quigley and/or Pfizer providing the Asbestos PI Trust with any information pursuant to this Paragraph 6. The Asbestos PI Trust shall reimburse Quigley and/or Pfizer for its reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees and consultants' fees) incurred (i) in connection with providing the cooperation described in this Paragraph 6, and (ii) in connection with Paragraph 5 above. Such reimbursement shall be paid promptly within twenty (20) days following a request for reimbursement accompanied by appropriate documentation.

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Quigley and Pfizer and their respective successors and Permitted Assignees, including without limitation, the Asbestos PI Trust pursuant to the terms of the Plan. Exclusive of those Entities described in the preceding sentence, this Agreement is not intended to, and shall not be construed, deemed, or interpreted to confer on any Entity not a Party hereto any rights or remedies hereunder.

8. Entire Agreement. This Agreement, the Plan, the other Plan Documents, and the Confirmation Order shall constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof and supercedes all prior agreements and understandings, oral or written, between the Parties relating to the subject matter of the Agreement. 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 Agreement or alter its terms. This Agreement shall have perpetual existence, except as otherwise provided herein.

9. Amendment, Modification and Waiver. No amendment or modification of this Agreement shall be valid unless it is made in writing and signed by the Parties. If required by law at the time such an amendment or modification is made, Bankruptcy Court approval shall also be required for an amendment or modification to be valid. No waiver of any provision of this Agreement, nor consent to any departure from the terms thereof, shall be effective unless it is in writing and signed by an authorized representative of the Party affected thereby, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

10. Governing Law. This Agreement, its validity, interpretation and application, and the rights and obligations of the Parties under this Agreement, shall be governed by, and be construed and enforced in accordance with, the substantive laws of the state of New York, without regard to any conflicts of law provisions thereof that would result in the application of the laws of any other jurisdiction.

11. Construction. This Agreement is delivered pursuant to and is subject to the Plan. Nothing contained herein is intended to or shall be construed to modify, alter, amend, expand, interpret, supersede, or otherwise change any of the terms of the Plan. In the event of

any conflict between the terms of the Plan and the terms of this Agreement, the terms of the Plan shall prevail.

12. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement pursuant to a judicial or tribunal decree shall not affect the validity or enforceability of any other provision of this Agreement and all other provisions of the Agreement shall remain in full force and effect.

13. Attachments. Pfizer and Quigley hereby agree that Schedule 1 hereto is a complete and accurate listing of the AIG Insurance Policies subject to the AIG Insurance Settlement Agreement, and that the AIG Insurance Settlement Agreement attached hereto as Exhibit A is true, complete, and accurate in all material respects.

14. Authority to Bind. Pfizer represents and warrants that the individual executing this Agreement on behalf of Pfizer has corporate authority to bind Pfizer. Quigley represents and warrants that the individual executing this Agreement on behalf of Quigley has corporate authority to bind Quigley, subject to Bankruptcy Court approval, as necessary.

15. Counterparts. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, and all of which counterparts taken together shall constitute one and the same agreement. The Parties further agree that counterparts to this Agreement may be delivered by facsimile.

IN WITNESS WHEREOF, the Parties have caused this AIG ASSIGNMENT AGREEMENT, consisting of six (6) pages and two (2) attachments to be executed by their respective duly authorized representatives.

QUIGLEY COMPANY, INC.

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

PFIZER INC.

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

**Schedule 1**

AIG Insurance Policies

**Exhibit B Page 305 of 345**  
**SCHEDULE 1 TO AIG ASSIGNMENT AGREEMENT**  
**THE INSURANCE POLICIES**

Carrier	Policy Number	Begin	End	Attachment Point (xs Primary)	Products/Completed Operations Applicable Limit	Remaining Available Products/Completed Operations Limits
AIU Insurance Company	75102278	10/1/1982	10/1/1983	\$65,000,000	\$2,000,000	\$952,250
AIU Insurance Company	75103128	10/1/1983	10/1/1984	\$65,000,000	\$2,000,000	\$2,000,000
AIU Insurance Company	75103129	10/1/1983	10/1/1984	\$105,000,000	\$1,000,000	\$1,000,000
AIU Insurance Company	75103130	10/1/1983	10/1/1984	\$181,000,000	\$1,500,000	\$1,500,000
AIU Insurance Company	75103131	10/1/1983	10/1/1984	\$269,500,000	\$4,500,000	\$4,500,000
AIU Insurance Company	75103132	10/1/1983	10/1/1984	\$347,000,000	\$6,000,000	\$6,000,000
AIU Insurance Company	75104292	10/1/1984	10/1/1985	\$54,250,000	\$5,000,000	\$5,000,000
AIU Insurance Company	75100745(A)	10/1/1978	10/1/1979	\$57,000,000	\$2,000,000	\$2,000,000
AIU Insurance Company	75100745(B)	10/1/1978	10/1/1979	\$82,000,000	\$1,000,000	\$1,000,000
AIU Insurance Company	75101167(A)	10/1/1979	10/1/1980	\$60,000,000	\$2,000,000	\$2,000,000
AIU Insurance Company	75101167(B)	10/1/1979	10/1/1980	\$100,000,000	\$1,000,000	\$1,000,000
AIU Insurance Company	75101985(A)	10/1/1980	10/1/1981	\$60,000,000	\$2,000,000	\$2,000,000
AIU Insurance Company	75101985(B)	10/1/1980	10/1/1981	\$100,000,000	\$1,000,000	\$1,000,000
AIU Insurance Company	75102089	10/1/1981	10/1/1982	\$65,000,000	\$2,000,000	\$918,520
AIU Insurance Company	75102090	10/1/1981	10/1/1982	\$105,000,000	\$1,000,000	\$1,000,000
AIU Insurance Company	75102095	10/1/1981	10/1/1982	\$155,000,000	\$1,500,000	\$1,500,000
AIU Insurance Company	75102234	10/1/1982	10/1/1983	\$290,000,000	\$6,000,000	\$6,000,000
AIU Insurance Company	75102279	10/1/1982	10/1/1983	\$105,000,000	\$1,000,000	\$1,000,000
AIU Insurance Company	75102280	10/1/1982	10/1/1983	\$155,000,000	\$1,500,000	\$1,500,000
AIU Insurance Company	75102281	10/1/1982	10/1/1983	\$220,000,000	\$4,500,000	\$4,500,000
AIU Insurance Company	75104293	10/1/1984	10/1/1985	\$102,200,000	\$5,000,000	\$5,000,000
AIU Insurance Company	75-104294	10/1/1984	10/1/1985	\$167,300,000	\$5,000,000	\$5,000,000
AIU Insurance Company	3570152	11/1/1997	11/1/2001	\$50,000,000	\$75,000,000	\$75,000,000
American Home Assurance Co.	CE2692073	10/1/1971	10/1/1972	\$6,500,000	\$4,500,000	\$0
American Home Assurance Co.	CE3380206	10/1/1972	10/1/1973	\$6,500,000	\$5,000,000	\$0
American Home Assurance Co.	CE3437367(A)	10/1/1973	10/1/1974	\$6,500,000	\$5,000,000	\$5,000,000
American Home Assurance Co.	CE3437367(B)	10/1/1974	10/1/1975	\$6,500,000	\$5,000,000	\$5,000,000
American Home Assurance Co.	CE3437367(C)	10/1/1975	10/1/1976	\$6,000,000	\$5,000,000	\$5,000,000
American Home Assurance Co.	CE350060(A)	1/11/1965	10/1/1965	\$33,500,000	\$1,000,000	\$814,718
American Home Assurance Co.	CE350060(B)	10/1/1965	10/1/1966	\$33,500,000	\$1,000,000	\$547,357
American Home Assurance Co.	CE350060(C)	10/1/1966	10/1/1967	\$33,500,000	\$1,000,000	\$426,337
American Home Assurance Co.	CE350060(D)	10/1/1967	10/1/1968	\$33,500,000	\$1,000,000	\$0
American Home Assurance Co.	CE352680(A)	2/1/1967	10/1/1967	\$48,500,000	\$3,000,000	\$3,000,000
American Home Assurance Co.	CE352680(B)	10/1/1967	10/1/1968	\$48,500,000	\$3,000,000	\$0
American Home Assurance Co.	CE352680(C)	10/1/1968	10/1/1969	\$48,500,000	\$3,000,000	\$0
American Home Assurance Co.	CE355488 (A)	10/1/1968	10/1/1969	\$43,500,000	\$1,000,000	\$0
American Home Assurance Co.	CE355488 (B)	10/1/1969	10/1/1970	\$43,500,000	\$1,000,000	\$0
American Home Assurance Co.	CE355488 (C)	10/1/1970	10/1/1971	\$40,000,000	\$1,000,000	\$0
American Home Assurance Co.	CE356547	10/1/1969	10/1/1970	\$48,500,000	\$3,000,000	\$0
American Home Assurance Co.	CE357710	10/1/1970	10/1/1971	\$5,000,000	\$4,300,000	\$0
Birmingham Fire Ins. Co. of PA	SE6073563	10/1/1979	10/1/1980	\$100,000,000	\$3,000,000	\$3,000,000
Birmingham Fire Ins. Co. of PA	SE6073572	10/1/1979	10/1/1980	\$150,000,000	\$2,000,000	\$2,000,000
Birmingham Fire Ins. Co. of PA	SE6073716	10/1/1980	10/1/1981	\$100,000,000	\$3,000,000	\$3,000,000
Birmingham Fire Ins. Co. of PA	SE6073861	10/1/1981	10/1/1982	\$105,000,000	\$3,000,000	\$3,000,000
Colonia Ins Co	SEC5000028	10/1/1980	10/1/1981	\$150,000,000	\$2,000,000	\$2,000,000
Colonia Ins Co	SEC5000039	10/1/1981	10/1/1982	\$155,000,000	\$2,000,000	\$2,000,000
Granite State Insurance Co.	64845966	10/1/1984	10/1/1985	\$10,000,000	\$2,250,000	\$813,086
Granite State Insurance Co.	64845967	10/1/1984	10/1/1985	\$25,000,000	\$3,500,000	\$2,074,364
Granite State Insurance Co.	64845972	10/1/1984	10/1/1985	\$54,250,000	\$500,000	\$500,000
Granite State Insurance Co.	61780806	10/1/1978	10/1/1979	\$20,000,000	\$1,500,000	\$1,500,000
Granite State Insurance Co.	61780807	10/1/1978	10/1/1979	\$57,000,000	\$1,500,000	\$1,500,000
Granite State Insurance Co.	61791720	10/1/1979	10/1/1980	\$25,000,000	\$3,000,000	\$3,000,000
Granite State Insurance Co.	61791721	10/1/1979	10/1/1980	\$60,000,000	\$5,000,000	\$5,000,000
Granite State Insurance Co.	61802536	10/1/1980	10/1/1981	\$25,000,000	\$3,000,000	\$2,219,000
Granite State Insurance Co.	61802537	10/1/1980	10/1/1981	\$60,000,000	\$5,000,000	\$5,000,000
Granite State Insurance Co.	61802538	10/1/1980	10/1/1981	\$150,000,000	\$3,000,000	\$3,000,000
Granite State Insurance Co.	64815270	10/1/1981	10/1/1982	\$30,000,000	\$3,000,000	\$0
Granite State Insurance Co.	64815271	10/1/1981	10/1/1982	\$65,000,000	\$5,000,000	\$2,296,300
Granite State Insurance Co.	64815272	10/1/1981	10/1/1982	\$155,000,000	\$3,000,000	\$3,000,000
Granite State Insurance Co.	64815273	10/1/1981	10/1/1982	\$220,000,000	\$2,000,000	\$2,000,000
Granite State Insurance Co.	SCLD 8094018	10/1/1976	10/1/1977	\$40,000,000	\$1,000,000	\$1,000,000
Granite State Insurance Co.	SCLD 8094019	10/1/1976	10/1/1977	\$30,000,000	\$1,000,000	\$1,000,000
Granite State Insurance Co.	SCLD8093343(A)	10/1/1977	10/1/1978	\$31,500,000	\$1,000,000	\$1,000,000
Granite State Insurance Co.	SCLD8093343(B)	10/1/1977	10/1/1978	\$41,500,000	\$1,000,000	\$1,000,000
Granite State Insurance Co.	SCLD8093345	10/1/1977	10/1/1978	\$61,500,000	\$1,000,000	\$1,000,000
Illinois National Ins. Co.	8867145(A)	10/1/1983	10/1/1984	\$65,000,000	\$3,000,000	\$3,000,000
Illinois National Ins. Co.	8867145(B)	10/1/1983	10/1/1984	\$105,000,000	\$11,000,000	\$11,000,000
Illinois National Ins. Co.	8867145(C)	10/1/1983	10/1/1984	\$269,500,000	\$10,000,000	\$10,000,000
Ins. Co. of the State of PA (INSCOPA)	4104691	10/1/1970	10/1/1971	\$5,000,000	\$5,000,000	\$0
Ins. Co. of the State of PA (INSCOPA)	4104692	10/1/1970	10/1/1971	\$20,000,000	\$5,000,000	\$0
Ins. Co. of the State of PA (INSCOPA)	41715095	10/1/1971	10/1/1972	\$41,500,000	\$1,500,000	\$0
Ins. Co. of the State of PA (INSCOPA)	41715096	10/1/1971	10/1/1972	\$6,500,000	\$5,000,000	\$0
Ins. Co. of the State of PA (INSCOPA)	41715097	10/1/1971	10/1/1972	\$21,500,000	\$5,000,000	\$0
Ins. Co. of the State of PA (INSCOPA)	41767273	10/1/1976	10/1/1977	\$5,000,000	\$500,000	\$500,000

**Exhibit B Page 306 of 345**  
**SCHEDULE 1 TO AIG ASSIGNMENT AGREEMENT**  
**THE INSURANCE POLICIES**

Carrier	Policy Number	Begin	End	Attachment Point (xs Primary)	Products/Completed Operations Applicable Limit	Remaining Available Products/Completed Operations Limits
Ins. Co. of the State of PA (INSCOPA)	41767274	10/1/1976	10/1/1977	\$30,000,000	\$1,250,000	\$1,250,000
Ins. Co. of the State of PA (INSCOPA)	41778352	10/1/1977	10/1/1978	\$5,000,000	\$1,000,000	\$1,000,000
Ins. Co. of the State of PA (INSCOPA)	41778353	10/1/1977	10/1/1978	\$31,500,000	\$1,250,000	\$1,250,000
Landmark Insurance Company	FE 4001193	10/1/1981	10/1/1982	\$65,000,000	\$3,000,000	\$1,377,780
Landmark Insurance Company	FE 4001417	10/1/1982	10/1/1983	\$65,000,000	\$3,000,000	\$1,428,370
Landmark Insurance Company	FE 4001418	10/1/1982	10/1/1983	\$105,000,000	\$11,000,000	\$11,000,000
Landmark Insurance Company	FE 4001419	10/1/1982	10/1/1983	\$220,000,000	\$10,000,000	\$10,000,000
Landmark Insurance Company	FE4000086	10/1/1978	10/1/1979	\$82,000,000	\$2,000,000	\$2,000,000
Landmark Insurance Company	FE4001053	10/1/1979	10/1/1980	\$100,000,000	\$4,000,000	\$4,000,000
Landmark Insurance Company	FE4001114	10/1/1980	10/1/1981	\$100,000,000	\$4,000,000	\$4,000,000
Landmark Insurance Company	FE4001122	10/1/1980	10/1/1981	\$200,000,000	\$6,000,000	\$6,000,000
Landmark Insurance Company	FE4001194	10/1/1981	10/1/1982	\$105,000,000	\$11,000,000	\$11,000,000
Landmark Insurance Company	FE4001195	10/1/1981	10/1/1982	\$220,000,000	\$10,000,000	\$10,000,000
Landmark Insurance Company	FF4001572	10/1/1984	10/1/1985	\$167,300,000	\$5,000,000	\$5,000,000
Lexington Insurance Company	5510457	10/1/1977	10/1/1978	\$61,500,000	\$2,000,000	\$2,000,000
Lexington Insurance Company	5512454	10/1/1978	10/1/1979	\$82,000,000	\$3,000,000	\$3,000,000
Lexington Insurance Company	5514905	10/1/1979	10/1/1980	\$60,000,000	\$3,000,000	\$3,000,000
Lexington Insurance Company	5514906	10/1/1979	10/1/1980	\$100,000,000	\$7,000,000	\$7,000,000
Lexington Insurance Company	5520543	10/1/1980	10/1/1981	\$60,000,000	\$3,000,000	\$3,000,000
Lexington Insurance Company	5520544	10/1/1980	10/1/1981	\$100,000,000	\$7,000,000	\$7,000,000
Lexington Insurance Company	5520545	10/1/1980	10/1/1981	\$200,000,000	\$4,000,000	\$4,000,000
Lexington Insurance Company	5526390	10/1/1984	10/1/1985	\$102,200,000	\$5,000,000	\$5,000,000
Lexington Insurance Company	GC 5501717	10/1/1976	10/1/1977	\$60,000,000	\$4,000,000	\$4,000,000
Lexington Insurance Company	GC402778(A)	10/1/1968	10/1/1969	\$33,500,000	\$1,000,000	\$0
Lexington Insurance Company	GC402778(B)	10/1/1969	10/1/1970	\$33,500,000	\$1,000,000	\$0
Lexington Insurance Company	GC402779(A)	10/1/1968	10/1/1969	\$48,500,000	\$300,000	\$0
Lexington Insurance Company	GC402779(B)	10/1/1969	7/12/1970	\$48,500,000	\$300,000	\$0
Lexington Insurance Company	GC5502909	10/1/1975	10/1/1976	\$61,000,000	\$2,000,000	\$1,679,067
Lexington Insurance Company	GC5502910	10/1/1975	10/1/1976	\$71,000,000	\$3,000,000	\$3,000,000
Lexington Insurance Company	SCP50025(A)	1/1/1965	10/1/1965	\$33,500,000	\$1,000,000	\$755,496
Lexington Insurance Company	SCP50025(B)	10/1/1965	10/1/1966	\$33,500,000	\$1,000,000	\$476,624
Lexington Insurance Company	SCP50025(C)	10/1/1966	10/1/1967	\$33,500,000	\$1,000,000	\$351,393
Lexington Insurance Company	SCP50025(D)	10/1/1967	10/1/1968	\$33,500,000	\$1,000,000	\$0
L'Union Atlantique D'Assurances, S.A.	79DD2100C	10/1/1979	10/1/1980	\$25,000,000	\$321,600	\$321,600
L'Union Atlantique D'Assurances, S.A.	79DD225C	10/1/1978	10/1/1979	\$35,000,000	\$202,645	\$202,645
National Union Fire Ins. Co. of Pittsburgh, PA	1189211	10/1/1976	10/1/1977	\$5,000,000	\$1,250,000	\$1,250,000
National Union Fire Ins. Co. of Pittsburgh, PA	1189212	10/1/1976	10/1/1977	\$20,000,000	\$750,000	\$750,000
National Union Fire Ins. Co. of Pittsburgh, PA	1229269(A)	10/1/1977	9/4/1978	\$5,000,000	\$1,250,000	\$1,250,000
National Union Fire Ins. Co. of Pittsburgh, PA	1229269(B)	10/1/1977	9/4/1978	\$61,500,000	\$750,000	\$750,000
National Union Fire Ins. Co. of Pittsburgh, PA	1232924	10/1/1978	10/1/1979	\$57,000,000	\$2,000,000	\$2,000,000
National Union Fire Ins. Co. of Pittsburgh, PA	9602989(A)	10/1/1981	10/1/1982	\$105,000,000	\$2,000,000	\$2,000,000
National Union Fire Ins. Co. of Pittsburgh, PA	9602989(B)	10/1/1981	10/1/1982	\$155,000,000	\$2,500,000	\$2,500,000
National Union Fire Ins. Co. of Pittsburgh, PA	9602989(C)	10/1/1981	10/1/1982	\$220,000,000	\$11,000,000	\$11,000,000
National Union Fire Ins. Co. of Pittsburgh, PA	9607007(A)	10/1/1982	10/1/1983	\$105,000,000	\$2,000,000	\$2,000,000
National Union Fire Ins. Co. of Pittsburgh, PA	9607007(B)	10/1/1982	10/1/1983	\$155,000,000	\$2,500,000	\$2,500,000
National Union Fire Ins. Co. of Pittsburgh, PA	9607007(C)	10/1/1982	10/1/1983	\$220,000,000	\$11,000,000	\$11,000,000
National Union Fire Ins. Co. of Pittsburgh, PA	9608420(A)	10/1/1983	10/1/1984	\$105,000,000	\$2,000,000	\$2,000,000
National Union Fire Ins. Co. of Pittsburgh, PA	9608420(B)	10/1/1983	10/1/1984	\$181,000,000	\$2,500,000	\$2,500,000
National Union Fire Ins. Co. of Pittsburgh, PA	9608420(C)	10/1/1983	10/1/1984	\$269,500,000	\$11,000,000	\$11,000,000
National Union Fire Ins. Co. of Pittsburgh, PA	9608959	10/1/1984	10/1/1985	\$102,200,000	\$3,000,000	\$3,000,000
National Union Fire Ins. Co. of Pittsburgh, PA	9782389(A)	10/1/1979	10/1/1980	\$100,000,000	\$2,000,000	\$2,000,000
National Union Fire Ins. Co. of Pittsburgh, PA	9782389(B)	10/1/1979	10/1/1980	\$150,000,000	\$2,000,000	\$2,000,000
National Union Fire Ins. Co. of Pittsburgh, PA	9910407(A)	10/1/1980	10/1/1981	\$100,000,000	\$2,000,000	\$2,000,000
National Union Fire Ins. Co. of Pittsburgh, PA	9910407(B)	10/1/1980	10/1/1981	\$150,000,000	\$2,000,000	\$2,000,000
National Union Fire Ins. Co. of Pittsburgh, PA	CE1011252(A)	10/1/1968	10/1/1969	\$43,500,000	\$1,000,000	\$0
National Union Fire Ins. Co. of Pittsburgh, PA	CE1011252(B)	10/1/1969	10/1/1970	\$43,500,000	\$1,000,000	\$0

**Exhibit A**

AIG Insurance Settlement Agreement

**ADDENDUM TO SETTLEMENT AGREEMENT AMONG PFIZER INC., QUIGLEY  
COMPANY, INC. AND CERTAIN AIG MEMBER COMPANIES**

This Addendum ("Addendum") is made and entered into by Pfizer Inc. and Quigley Company, Inc. and their predecessors, successors, assigns and Affiliates (hereinafter referred to individually as "Pfizer" and "Quigley," and collectively as the "Joint Beneficiaries") and National Union Fire Insurance Company of Pittsburgh, PA, Colonia Insurance Co. (U.S. Branch), Granite State Insurance Co., AIU Insurance Co., Birmingham Fire Insurance Co. of Pennsylvania, Illinois National Insurance Co., L'Union Atlantique D'Assurances, S.A., American Home Assurance Company, Lexington Insurance Company and Landmark Insurance Company, and their respective predecessors, successors, assigns and Affiliates (collectively, the "AIG Companies") to modify the Settlement Agreement Among Pfizer Inc., Quigley Company, Inc. and the AIG Companies entered into on December 29, 1994 (the "Settlement Agreement," attached as Attachment A hereto).

**RECITALS**

**WHEREAS**, the AIG Companies issued to the Joint Beneficiaries the Insurance Policies (as defined below), which (other than the 1997-2001 Policy) provide coverage to the Joint Beneficiaries for Asbestos-Related Claims; and

**WHEREAS**, certain of the Insurance Policies were the subject of litigation in the United States District Court for the Eastern District of Pennsylvania captioned Pfizer Inc. and Quigley Company, Inc. v. Affiliated FM Insurance Co., et al., Civil Action No. 93-CV-0215 (the "Action"); and

**WHEREAS**, to define their respective rights and obligations under such Insurance Policies and to settle the Action, Pfizer, Quigley and the AIG Companies entered into the Settlement Agreement; and

**WHEREAS**, the Joint Beneficiaries have been and in the future may be named in Asbestos-Related Claims; and

**WHEREAS**, a dispute has arisen concerning the interpretation of the Settlement Agreement; and

**WHEREAS**, the AIG Companies' obligations under certain of the Insurance Policies and the Settlement Agreement have become the subject of litigation in the Superior Court of the State of Delaware for New Castle County, I.U. North America, Inc., et al. v. A.I.U. Insurance Company, et al., C.A. No. 01C-02-007 (RSG) (the "Shortfall Action"); and

**WHEREAS**, Pfizer, Quigley and the AIG Companies wish to further define their respective rights and obligations under the Insurance Policies and the Settlement Agreement in accordance with the terms of this Addendum and enter into a schedule setting forth the AIG Settlement Payments (as defined below) for the Insurance Policies; and

**WHEREAS**, the Joint Beneficiaries' rights under and to the Insurance Policies and the AIG Settlement Payments are joint and not several (provided that the Joint Beneficiaries may agree to apportion between themselves the proceeds of the Insurance Policies or the AIG Payments (as defined below), and the AIG Companies shall have the sole and unfettered right to determine how and the manner in which the AIG Settlement Payments are allocated to the Insurance Policies); and

**WHEREAS**, the Joint Beneficiaries may, but are not required to, secure from one or more Permitted Assignees (as defined below) immediate funds in exchange for their rights to the AIG Settlement Payments; and

**WHEREAS**, the Joint Beneficiaries and the AIG Companies now wish to settle the Shortfall Action, and to resolve certain other matters, all as set forth below;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Joint Beneficiaries, on the one hand, and the AIG Companies, on the other hand (collectively, the "Parties") agree as follows:

### **AGREEMENT**

#### **I. DEFINITIONS**

- A. The terms used in this Addendum shall have the same meanings ascribed to them in the Settlement Agreement, unless otherwise indicated.
- B. "Acceleration Event" has the meaning set forth in Section III.A.
- C. "Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries or otherwise, controls, is controlled by or is under common control with such Person. As used in this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person (whether by ownership of capital stock of that Person, by contract or otherwise).
- D. "AIG" means American International Group, Inc.
- E. "AIG Payments" means, collectively, the AIG Settlement Payments and the AIG Supplemental Payments.

- F. "AIG Settlement Payments" has the meaning set forth in Section II.A.
- G. "AIG Supplemental Payment" has the meaning set forth in Section II.F.
- H. "Asbestos-Related Claim" means any claim, demand or lawsuit (including, without limitation, any claim, demand or lawsuit for indemnity or contribution), by whomever brought and in whatever procedural posture, alleging that Pfizer and/or Quigley is or may be responsible to provide monetary or other relief for current, future or potential personal injury of any kind, including, but not limited to, bodily injury, mental anguish, emotional distress, shock, sickness, disease, any other illness or condition or death, or damage to property alleged to have been caused in whole or in part by asbestos or any asbestos-containing product. Without limitation of the foregoing, "Asbestos-Related Claim" includes any "Asbestos-Related Bodily Injury Claim" (as such term is defined in the Settlement Agreement).
- I. "Assignment Agreement" has the meaning set forth in Section IV.A.1.
- J. "Bankruptcy Code" means Title 11 of the United States Code.
- K. "Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close.
- L. "Insurance Policies" means the general liability insurance policies, including any amendments, revisions, extensions and/or endorsements thereto, issued by the AIG Companies to Pfizer and/or Quigley that are identified on Attachment C hereto, *inter alia*, by policy number and policy period.
- M. "Joint Beneficiaries" has the meaning set forth in the Preamble.
- N. "Other Dust Claim" means any claim, demand or lawsuit (including, without limitation, any claim, demand or lawsuit for indemnity or contribution), by whomever brought

and in whatever procedural posture, alleging that Pfizer and/or Quigley is or may be responsible to provide monetary or other relief for current, future or potential personal injury of any kind, including, but not limited to, bodily injury, mental anguish, emotional distress, shock, sickness, disease, any other illness or condition or death, or damage to property alleged to have been caused in whole or in part by a combination of asbestos and silica or any other particulate matter.

O. "1997-2001 Policy" means the general liability insurance policy issued by AIU Insurance Co. to Pfizer, with Policy Number BE 357 01 52 and covering the period from November 1, 1997 to November 1, 2001.

P. "Permitted Assignee" means any of the following Persons to whom all or any portion of the Joint Beneficiaries' right, title and interest under this Agreement are assigned pursuant to Section IV of this Agreement:

- i. Pfizer, Quigley or any Affiliate of Pfizer or Quigley;
- ii. a trust created (a) in connection with a bankruptcy, insolvency, reorganization or similar proceeding, including without limitation a trust created pursuant to Section 524(g) of the Bankruptcy Code or (b) specifically to hold the proceeds of settlements of insurance policies that provide coverage to Pfizer and/or Quigley (including, without limitation, the Trust); or
- iii. upon the prior consent of the AIG Companies (which consent shall not be unreasonably withheld), any other Person;

provided that, in the event Pfizer or Quigley becomes the subject of an order for relief under Chapter 11 of the Bankruptcy Code, assignment to a Permitted Assignee prior to the confirmation of a bankruptcy plan adopted for the benefit of Pfizer or Quigley under

Chapter 11 of the Bankruptcy Code (other than a Permitted Assignee as specified in subsection (ii)(b) of this definition) shall not be made prior to the earlier of (a) the effective date of a plan providing for a trust created pursuant to Section 524(g) of the Bankruptcy Code, or (b) the date of entry of any order of a court in connection with a bankruptcy, insolvency, reorganization or similar proceeding authorizing any assignment and providing for a release or injunction against the assertion of any third-party claims against the AIG Companies with respect to this Agreement.

Q. "Person" means any natural person, corporation, limited liability company, syndicate, trust, joint venture, association, company, partnership, governmental authority or other entity.

R. "Pharmaceutical Claim" means any claim, demand or lawsuit (including, without limitation, any claim, demand or lawsuit for indemnity or contribution), by whomever brought and in whatever procedural posture, alleging that Pfizer and/or Quigley is or may be responsible to provide monetary or other relief for current, future or potential personal injury of any kind, including, but not limited to, bodily injury, mental anguish, emotional distress, shock, sickness, disease, any other illness or condition or death, or damage to property alleged to have been caused in whole or in part by a pharmaceutical product that is covered under the 1997-2001 Policy.

S. "Silica-Related Claim" means any claim, demand or lawsuit (including, without limitation, any claim, demand or lawsuit for indemnity or contribution), by whomever brought and in whatever procedural posture, alleging that Pfizer and/or Quigley is or may be responsible to provide monetary or other relief for current, future or potential personal injury of any kind, including, but not limited to, bodily injury, mental anguish, emotional distress, shock,

sickness, disease, any other illness or condition or death, or damage to property alleged to have been caused in whole or in part by silica or any silica-containing product.

T. "Trust" means the Insurance Settlement Proceeds Trust established pursuant to the Trust Agreement, dated on or about August 12, 2004, among Pfizer, Quigley and JPMorgan Chase Bank.

## II. PAYMENT BY THE AIG COMPANIES

A. The AIG Companies jointly and severally agree to pay to the Trust for the joint benefit of the Joint Beneficiaries four hundred five million seven hundred forty-six thousand eight hundred fifty-six dollars and zero cents (\$405,746,856.00) (the "Settlement Amount") (representing, in part, costs associated with Asbestos-Related Claims), in the manner specified in the schedule set forth on Attachment B hereto (such scheduled payments, collectively, the "AIG Settlement Payments"). The AIG Companies further agree that costs associated with Asbestos-Related Claims are covered by the Insurance Policies (other than the 1997-2001 Policy).

B. The AIG Companies hereby, jointly and severally, unconditionally and irrevocably agree directly with and for the joint benefit of the Joint Beneficiaries that the AIG Companies shall pay in full to the Trust for the joint benefit of the Joint Beneficiaries each AIG Settlement Payment in the applicable amount and on the applicable date (provided, that if such applicable date is not a Business Day, then such payment shall be made on the immediately preceding Business Day) in each case without any set-off, counterclaim, diminution or any other deduction whatsoever.

C. As a clarification and not as a limitation of their unconditional and irrevocable obligations hereunder, each AIG Company hereby (a) agrees that its obligations in respect of the AIG Payments are direct, absolute, unconditional and enforceable, (b) waives any and all

defenses to payment and any right of set-off, deduction, diminution, abatement, suspension, deferment or recoupment of claims or counterclaims it may now or hereafter have, including defenses relating to fraud, or fraud in the inducement or performance of fact, and (c) agrees that it will not assert as a defense to payment, a basis for nonpayment or reduction of payment, or as a right or basis for set-off, without limitation, any of the following, among other things:

- i. any indulgence, concession, waiver or consent given to or by Pfizer or Quigley;
- ii. any taking, exchange, release, amendment, non-perfection, realization or application of or on any security for or guarantee of the AIG Payments or any release by the Joint Beneficiaries of any AIG Company without the consent of the other AIG Companies;
- iii. any defect as to the valid creation, existence or solvency of Pfizer or Quigley or any change, restructuring, or termination in or of the corporate structure or existence of Pfizer or Quigley;
- iv. the insolvency of Pfizer or Quigley or the commencement of bankruptcy proceedings involving Pfizer or Quigley, or similar proceedings under state or local law;
- v. any order, decree, decision, judgment or legislation requiring the AIG Companies to make payment of any AIG Payment to a Person other than Pfizer, Quigley, or a trust created in connection with a bankruptcy, insolvency, reorganization or similar proceeding, including without limitation a trust created pursuant to Section 524(g) of the Bankruptcy Code, or having such effect, or the establishment of a trust for the benefit of any Person in connection with any portion of the AIG Payments;

vi. the failure to collect or recover from a reinsurer any claim, exclusion, limitation or defense to coverage that may be asserted by a reinsurer or any claim, exclusion, limitation or defense to coverage that may be available under the Insurance Policies or the Settlement Agreement;

vii. the failure of Pfizer or Quigley to perform any covenant, condition or obligation under this Addendum, the Settlement Agreement or the Insurance Policies;  
or

viii. any other act or omission, circumstance, occurrence, happening or event whatsoever, whether similar or dissimilar to the foregoing, whether foreseen or unforeseen, that might otherwise constitute a legal or equitable discharge or defense of an insurer, surety or guarantor, or breach of any explicit or implied duties under law.

The AIG Companies agree and acknowledge that the foregoing clarification of the defenses they have waived in connection with this Agreement (the "Waiver of Defenses") was specifically drafted and agreed for the purposes of this Addendum, that the Waiver of Defenses shall not be deemed or considered standard form or "boilerplate" even if it is similar to or resembles waivers of defenses in other contracts, that the Waiver of Defenses was reviewed and evaluated by counsel to the AIG Companies prior to the execution of this Addendum, and that principles of construction and interpretation that would void any term of the Waiver of Defenses, deem any term of the Waiver of Defenses unenforceable, or construe any term of the Waiver of Defenses in favor of one Party over another, shall not apply to the interpretation or application of the Waiver of Defenses. The AIG Companies understand, accept and acknowledge that they have waived fraud-related defenses.

D. Each of the AIG Companies covenants and agrees that it shall not consent to, and shall oppose, the entry of any order, decree, judgment or injunction that would require the AIG Companies to make payment of any AIG Payment to, or for the benefit of, a Person other than the Joint Beneficiaries or a Permitted Assignee or that would prohibit, divert, channel or otherwise limit or restrict payment to the Joint Beneficiaries or a Permitted Assignee of any AIG Payment, or which would have any such effect, without the consent of the Joint Beneficiaries.

E. All payments made by an AIG Company pursuant hereto shall be made no later than the date when due, in U.S. dollars, in the full amount of the applicable AIG Payment, without any set-off, counterclaim, diminution or any other deduction whatsoever, by wire transfer or check and pursuant to the following payment instructions (provided that Pfizer or its designee may change such payment instructions with respect to any AIG Payment by notice to the AIG Companies in the manner specified in Section VII at least 10 days prior to the date of such AIG Payment):

If by Wire Transfer, to: JP Morgan/Chase Manhattan Bank  
ABA Routing # 021000021

Further Credit to: Acct Name: Pfizer - Quigley Joint Insurance Account  
Account # 304-239887

With Additional Notice to: Colleen E. Ostrowski – Treasury Operations  
(Mail Stop 219/6/8), and  
Wilma Seylaz (Mail Stop 150/2/6)  
Pfizer Inc.  
235 East 42<sup>nd</sup> Street  
New York, NY 10017-5755

If by Check, to: Colleen E. Ostrowski – Treasury Operations  
Pfizer Inc.  
235 East 42<sup>nd</sup> Street  
New York, NY 10017-5755

F. Any AIG Settlement Payment that is not made when due shall bear interest from (and including) the date that is three days after the date of notice of such overdue payment to the AIG Companies in the manner specified in Section VII to (but excluding) the date actually paid at an interest rate equal to the prime rate of Citibank, N.A. in effect on the date such payment was due plus three percent (3%), compounded daily; provided that, if any portion of an AIG Settlement Payment remains unpaid on the date that is 45 days after the date of notification to the AIG Companies that such AIG Settlement Payment was overdue, AIG shall be required to pay, in addition to accrued interest with respect to such AIG Settlement Payment, a supplemental amount of \$5 million in addition to such AIG Settlement Payment (each such payment of the supplemental amount plus accrued interest, an "AIG Supplemental Payment") within three days after notice thereof to the AIG Companies in the manner specified in Section VII.

G. Each AIG Company hereby covenants and agrees that it shall not, prior to the date which is one year and one day after payment of the final AIG Payment, acquiesce, petition or otherwise invoke or cause Pfizer or Quigley to invoke the process of any court or government authority for the purpose of commencing or sustaining a case against the Joint Beneficiaries under any federal or state bankruptcy, insolvency or similar law, appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Joint Beneficiaries or any substantial part of its property, making a general assignment for the benefit of creditors, or ordering the winding up or liquidation of the affairs of Pfizer or Quigley. The provisions of this subsection shall survive termination of this Addendum.

H. Each AIG Company hereby covenants and agrees that it shall not, prior to the date which is one year and one day after payment of the final AIG Payment, institute against, or join or assist any other Person in instituting against, the Joint Beneficiaries any suit, litigation or

other proceeding, other than in connection with satisfying its indemnification obligations to the Joint Beneficiaries. The provisions of this subsection shall survive termination of this Addendum.

### III. ACCELERATION EVENTS

A. The occurrence of either of the following events shall constitute an acceleration event (an "Acceleration Event"):

1. Any failure to pay in full an AIG Settlement Payment or any interest when it becomes due and payable, and failure to cure any such failure in full within 90 days after notice thereof to the AIG Companies in the manner specified in Section VII; provided that no Acceleration Event shall be deemed to occur to the extent that the failure to pay or to cure was the result of (i) an act of God; (ii) a suspension or material limitation in trading in securities generally on the New York Stock Exchange or on NASDAQ; (iii) a general moratorium on commercial banking activities declared by either Federal or New York State banking authorities; or (iv) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war.
2. Any failure to pay in full an AIG Supplemental Payment when it becomes due and payable, and failure to cure any such failure in full within 45 days after notice thereof to the AIG Companies in the manner specified in Section VII; provided that no Acceleration Event shall be deemed to occur to the extent that the failure to pay was the

result of (i) an act of God; (ii) a suspension or material limitation in trading in securities generally on the New York Stock Exchange or on NASDAQ; (iii) a general moratorium on commercial banking activities declared by either Federal or New York State banking authorities; or (iv) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war.

B. If an Acceleration Event occurs and is continuing, then and in every such case, the Joint Beneficiaries may declare the entire outstanding balance of all of the AIG Payments to be immediately due and payable by a notice in writing to the AIG Companies in the manner specified in Section VII, and upon any such declaration such outstanding balance, together with interest accrued thereon and unpaid, shall become immediately due and payable.

C. At any time after the outstanding balance of all of the AIG Payments has been accelerated and before a judgment or decree for payment of the money due has been obtained, the Joint Beneficiaries, by written notice to the AIG Companies in the manner specified in Section VII, may rescind and annul such declaration and its consequences. No such rescission shall affect any subsequent Acceleration Event or impair any right consequent thereon.

D. Each of the AIG Companies agrees that, upon the occurrence of an Acceleration Event and declaration thereof that is not rescinded and annulled in the manner described in the preceding subsection, it shall execute such documents as the Joint Beneficiaries shall require acknowledging such AIG Company's joint and several indebtedness to the Joint Beneficiaries for the outstanding balance of all of the AIG Payments and confessing judgment for such amount in favor of the Joint Beneficiaries.

#### IV. ASSIGNMENT BY THE JOINT BENEFICIARIES

A. The AIG Companies agree that the Joint Beneficiaries have the absolute and unconditional right, but not the obligation, to assign any or all of the AIG Payments to one or more Permitted Assignees, and that such Permitted Assignee(s) has(ve) the right to collect the AIG Payments. The AIG Companies shall cooperate in assisting the Joint Beneficiaries to effect any such assignment; provided that none of AIG, the AIG Companies and their respective Affiliates shall be required to provide any information relating to the Insurance Policies to any Permitted Assignee (or any of its counsel, agents or representatives), including but not limited to claims data, or otherwise comply with due diligence requests from a Permitted Assignee (or any of its counsel, agents or representatives). Any assignment of the AIG Payments shall be available to the Joint Beneficiaries on the following terms, to which the AIG Companies hereby agree:

1. Assignment. The Joint Beneficiaries shall enter into an assignment agreement assigning to one or more Permitted Assignees all or a portion of their respective right, title and interest in and to the AIG Payments (an "Assignment Agreement").
2. Recourse to the AIG Companies. Immediately upon the assignment to one or more Permitted Assignees of all or a portion of the Joint Beneficiaries' right, title and interest in and to the AIG Payments, all of such assigned right, title and interest in and to the AIG Payments shall be transferred to such Permitted Assignees as if the AIG Payments were owed to such Permitted Assignees. Furthermore, should the AIG Companies in any manner fail to fulfill their joint and

several obligations under Section II, such Permitted Assignees shall have recourse only against the AIG Companies and shall have no recourse against the Joint Beneficiaries.

3. Further Assignment. Any Permitted Assignee shall have the same right as the Joint Beneficiaries to assign freely all or a portion of the AIG Payments assigned to it to another Permitted Assignee.

Notwithstanding anything in this Addendum to the contrary, the Parties acknowledge and agree that an assignment of any right, title and interest in and to the AIG Payments to a Person who is not a Permitted Assignee shall be null and void and of no effect whatsoever.

#### **V. RELEASE, DISMISSAL AND WAIVER**

A. Upon payment in full to or for the benefit of the Joint Beneficiaries by the AIG Companies or one or more Permitted Assignees, as applicable, of the AIG Payments:

1. The Joint Beneficiaries shall release the AIG Companies forever from any and all known or unknown, suspected or unsuspected, past, present, existing, potential or future obligations, duties, claims, demands, penalties, costs, fees, attorneys' fees, debts, actions, causes of action, choses in action, administrative actions or proceedings, suits, arbitrations, mediations or other proceedings, offsets, damages, injuries, rights, agreements, requests for relief, sums of money, losses or liabilities of any kind, nature, character or description, whether fixed or unliquidated, whether conditional or contingent, whether in law or equity (a) for insurance coverage with respect to the applicable products/completed operations hazards limits under the Insurance

Policies; and (b) for insurance coverage for Asbestos-Related Claims, Silica-Related Claims, Other Dust Claims and Pharmaceutical Claims under the Insurance Policies.

2. The AIG Companies shall release the Joint Beneficiaries forever from any and all known or unknown, suspected or unsuspected, past, present, existing, potential or future obligations, duties, claims, demands, penalties, costs, fees, attorneys' fees, debts, actions, causes of action, choses in action, administrative actions or proceedings, suits, arbitrations, mediations or other proceedings, offsets, damages, injuries, rights, agreements, requests for relief, sums of money, losses or liabilities of any kind, nature, character or description, whether fixed or unliquidated, whether conditional or contingent, whether in law or equity (a) in connection with the applicable products/completed operations hazards limits under the Insurance Policies; and (b) in connection with Asbestos-Related Claims, Silica-Related Claims, Other Dust Claims and Pharmaceutical Claims under the Insurance Policies.

B. Upon the execution of this Addendum, the Joint Beneficiaries will promptly undertake to dismiss the Insurance Policies from the Shortfall Action with prejudice. The Parties shall bear their own fees and costs incurred in connection with the Shortfall Action and this Addendum.

C. Notwithstanding anything to the contrary in this Section V, the foregoing release provisions of this Section V shall not be construed to apply to any breach by a Party of

any of its obligations under this Addendum or to discharge any rights that any of the Parties has to enforce this Addendum.

## **VI. FURTHER AGREEMENTS**

A. In the event that Pfizer or Quigley becomes the subject of an order for relief under Chapter 11 of the Bankruptcy Code, the Joint Beneficiaries shall:

1. reimburse the AIG Companies for their reasonable legal fees and legal expenses in connection with the defense of any action or proceeding commenced by (a) any third party that seeks to set aside, render unenforceable or otherwise invalidate this Addendum, the Settlement Agreement or the transactions contemplated hereby; or (b) any other insurer of Pfizer or Quigley seeking contribution (or any similar relief, however styled) from an AIG Company with respect to an Asbestos-Related Claim, Silica-Related Claim, Other Dust Claim or Pharmaceutical Claim covered under any of the Insurance Policies; and
2. use their commercially reasonable best efforts to cause any bankruptcy plan adopted under Chapter 11 of the Bankruptcy Code for the benefit of Pfizer and/or Quigley to provide, among other things, for an injunction pursuant to Section 524(g) of the Bankruptcy Code permanently enjoining any Asbestos-Related Claims against the AIG Companies and the Joint Beneficiaries.

**VII. NOTICES**

Any and all statements, communications or notices to be provided pursuant to or in connection with this Addendum shall be in writing and sent by e-mail, facsimile and first-class mail, postage prepaid. Such notices shall be sent to each of the individuals noted below, or to such other individuals as hereafter designated in writing:

**TO PFIZER INC.:**

Sanford N. Berland, Esq.  
Assistant General Counsel,  
Assistant Secretary and Senior Director  
Corporate Risk Management & Insurance  
and Assistant General Counsel  
Pfizer Inc.  
150/2/25  
235 East 42nd Street  
New York, NY 10017-5755  
Phone: (212) 573-1347  
Fax: (212) 573-1822  
E-mail: sandy.berland@pfizer.com

and

Rachel S. Kronowitz, Esq.  
Gilbert Heintz & Randolph LLP  
1100 New York Avenue, N.W.  
Suite 700  
Washington, D.C. 20005  
Phone: (202) 772-2273  
Fax: (202) 772-2275  
E-mail: kronowitzr@ghrdc.com

**TO QUIGLEY COMPANY, INC.:**

Paul A. Street  
President and Chief Executive Officer  
Quigley Company, Inc.  
18 Marshall Street, Suite 112  
Norwalk, CT 06854  
Phone: (203) 956-6560  
Fax: (203) 956-6546  
E-mail: pstreet@goadvisors.com

and

Michael L. Cook, Esq.  
Schulte Roth & Zabel LLP  
919 Third Avenue  
New York, NY 10022  
Phone: (212) 756-2150  
Fax: (212) 593-5955  
E-mail: michael.cook@srz.com

**TO THE AIG COMPANIES:**

Christopher J. Eskeland  
Assistant Vice-President  
AIG Technical Services, Inc.  
Toxic Torts Claims Department  
101 Hudson Street  
29th Floor Jersey City, NJ 07032  
Phone: (201) 631-7016  
Fax: (201) 631-5008  
E-mail: chris.eskelan@aig.com

and

R. Jeff Carlisle, Esq.  
Lynberg & Watkins  
16th Floor  
International Tower Plaza  
888 South Figueroa Street  
Los Angeles, CA 90017-5475  
Phone: (213) 532-7003  
Fax: (213) 892-2773  
E-Mail: jcarlisle@lynberg.com

**VIII. CONFIDENTIALITY**

None of this Addendum, the Settlement Agreement or their respective terms shall be disclosed to any person not an officer, director, employee, lawyer, auditor, consultant or agent of Pfizer, Quigley or an AIG Company, except as follows: (1) to any of Pfizer's or Quigley's other insurers, provided such insurers first execute an agreement (a "confidentiality agreement") that requires such insurers to treat and maintain the Addendum, the Settlement Agreement and their respective terms in strict confidence and not to use this Addendum, the Settlement Agreement or their respective terms in any manner adverse to the Parties; (2) by an AIG Company to any of its reinsurers or reinsurance intermediaries; (3) in any proceeding to enforce the terms of this Addendum or the Settlement Agreement; (4) in necessary filings with Federal or State governmental regulatory agencies or stock exchanges (including, without limitation, in connection with disclosure required or requested pursuant to a filing by Pfizer or Quigley

pursuant to Chapter 11 of the Bankruptcy Code); and (5) upon request and after execution of the a confidentiality agreement, to a Party's auditors, bond or credit rating agencies or lenders. A Party otherwise may disclose this Addendum, the Settlement Agreement or their respective terms only if required by court order (which no Party may seek) or if the other Parties consent in writing.

#### **IX. MISCELLANEOUS**

A. Except as expressly provided herein, this Addendum does not modify or supersede the Parties' rights and obligations under the Insurance Policies, the Settlement Agreement and any attachments thereto.

B. Each of the Joint Beneficiaries (a) represents and warrants that the AIG Settlement Payments (or, to the extent sold to a Permitted Assignee, the proceeds thereof) shall be used to pay costs associated with Asbestos-Related Claims, Silica-Related Claims, Pharmaceutical Claims or Other Dust Claims and (b) agrees that it will respond to all reasonable requests by the AIG Companies for information concerning claims handling, and that the AIG Companies will be afforded the opportunity to audit at any time, upon reasonable notice, the administrative, defense and settlement activities relating to any Asbestos-Related Claim, Silica-Related Claim, Pharmaceutical Claim, or Other Dust Claim paid pursuant to this Addendum or the transactions contemplated hereby; provided that any failure by Pfizer or Quigley to discharge this obligation, or the results of such a review by the AIG Companies, shall not affect the AIG Companies' joint and several obligations under this Addendum to make the AIG Payments; and provided, further, that the AIG Companies shall not provide any results, files, information or documents obtained by the AIG Companies pursuant to this Section IX.B (the "Materials") to any other Person and shall keep the Materials confidential, except that the AIG Companies may

(i) provide the Materials to any of their auditors, regulators, or reinsurers for the purpose of obtaining reinsurance for any portion of the Settlement Amount and (ii) use the Materials in any proceeding to obtain reinsurance with respect to the Settlement Amount or this Addendum or in connection with their compliance with applicable regulations. The AIG Companies shall exercise their commercially reasonable best efforts to maintain the confidentiality of the Materials, including seeking a confidentiality pledge from any Person with which the AIG Companies share the Materials and seeking a protective order in any proceeding in which they use the Materials.

C. The AIG Companies shall have the sole and unfettered right to determine how and the manner in which the AIG Settlement Payments are allocated to the Insurance Policies.

D. The Parties agree that, notwithstanding anything to the contrary in the Insurance Policies or the Settlement Agreement, Pfizer and/or Quigley shall provide (or, to the extent that agents or other third parties perform claims processing services for Pfizer and/or Quigley, cause such agents or other third parties to provide) any information with respect to Asbestos-Related Claims required to be provided to the AIG Companies under the terms of the Insurance Policies or the Settlement Agreement; provided, however, that any failure of Pfizer and/or Quigley to discharge such obligation shall not affect the AIG Companies' joint and several obligation to make the AIG Payments on the terms set forth in this Addendum.

E. Each Party acknowledges and agrees that the Joint Beneficiaries' rights to the AIG Settlement Payments are joint, not several, and derive from and are coextensive with their joint rights to the proceeds of the Insurance Policies. Each Party agrees that it shall not take any action inconsistent with such acknowledgement and agreement; provided, however, that the Joint Beneficiaries may by mutual agreement apportion between themselves the proceeds of the

Insurance Policies or the AIG Payments and the AIG Companies shall have the sole and unfettered right to determine how and the manner in which the AIG Settlement Payments are allocated to the Insurance Policies.

F. Each of the AIG Companies represents and warrants that the individual executing this Addendum on behalf of the AIG Companies has corporate authority to bind each such AIG Company. Pfizer represents and warrants that the individual executing this Addendum on behalf of Pfizer has corporate authority to bind Pfizer, and Quigley represents and warrants that the individual executing this Addendum on behalf of Quigley has corporate authority to bind Quigley.

G. Should any dispute arise concerning the terms, meaning or implementation of this Addendum or the Settlement Agreement, the Parties shall use their commercially reasonable best efforts to reach a prompt resolution of the dispute. In the event that they are unable to do so, any such dispute shall be determined by binding dispute resolution process under the auspices of the CPR Institute for Dispute Resolution, pursuant to its then-current Rules for Non-Administered Arbitration of Business Disputes (the "Rules"). There will be a sole arbitrator who shall be selected in accordance with the procedures set forth in the Rules, or as otherwise agreed by the Parties, from CPR's then-current National Panel of Distinguished Neutrals. The arbitrator's decision shall be final and binding, and there shall be no right to appeal the arbitrator's ruling to any other tribunal. This dispute resolution process shall be the exclusive means for resolving disputes related to or arising under this Addendum. Any of the Parties may bring an action in any court of competent jurisdiction to enforce any arbitration decision. The non-prevailing Parties shall pay the reasonable arbitration (and, if applicable, judicial enforcement) costs and expenses of the prevailing Parties.

H. This Addendum shall be executed in triplicate originals and shall become effective on the date when three originals have been signed by the Parties. One original Addendum is to be delivered to the AIG Companies, one original Addendum is to be delivered to Pfizer and one original Addendum is to be delivered to Quigley.

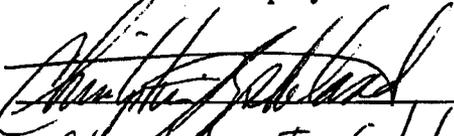
**[The remainder of this page is intentionally left blank.]**

IN WITNESS WHEREOF, this Addendum has been read and signed by the  
duly authorized representatives of the Parties, on the dates set forth below.

**AIG TECHNICAL SERVICES, INC.,**  
as authorized agent for National Union  
Fire Insurance Company of Pittsburgh,  
PA, Colonia Insurance Co. (U.S.  
Branch), Granite State Insurance Co.,  
AIU Insurance Co., Birmingham Fire  
Insurance Co. of Pennsylvania, Illinois  
National Insurance Co., L'Union  
Atlantique D'Assurances, S.A.,  
American Home Assurance Company,  
Lexington Insurance Company and  
Landmark Insurance Company

Witness: 

Date: 8/12/04

By: 

Name: Christopher J. Eskeland

Title: Asst. Vice President

**PFIZER INC.**

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

**QUIGLEY COMPANY, INC.**

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

IN WITNESS WHEREOF, this Addendum has been read and signed by the  
duly authorized representatives of the Parties, on the dates set forth below.

**AIG TECHNICAL SERVICES, INC.,**  
as authorized agent for National Union  
Fire Insurance Company of Pittsburgh,  
PA, Colonia Insurance Co. (U.S.  
Branch), Granite State Insurance Co.,  
AIU Insurance Co., Birmingham Fire  
Insurance Co. of Pennsylvania, Illinois  
National Insurance Co., L'Union  
Atlantique D'Assurances, S.A.,  
American Home Assurance Company,  
Lexington Insurance Company and  
Landmark Insurance Company

Witness: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

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

**PFIZER INC.**

Witness: Melinda Crulish

By: 

Date: 8/11/04

Name: Sanford N. Berland

Title: Assistant Secretary

**QUIGLEY COMPANY, INC.**

Witness: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

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

08/11/2004 16:41 2036373984

PAGE 02

IN WITNESS WHEREOF, this Addendum has been read and signed by the  
duly authorized representatives of the Parties, on the dates set forth below.

**AIG TECHNICAL SERVICES, INC.,**  
as authorized agent for National Union  
Fire Insurance Company of Pittsburgh,  
PA, Colonia Insurance Co. (U.S.  
Branch), Granite State Insurance Co.,  
AIU Insurance Co., Birmingham Fire  
Insurance Co. of Pennsylvania, Illinois  
National Insurance Co., L'Union  
Atlantique D'Assurances, S.A.,  
American Home Assurance Company,  
Lexington Insurance Company and  
Landmark Insurance Company

Witness: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

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

**PFIZER INC.**

Witness: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

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

**QUIGLEY COMPANY, INC.**

Witness: V. Street

By: 

Date: 8/11/04

Name: PAUL A STREET

Title: PRESIDENT

**ATTACHMENT A**

The Settlement Agreement

WORKING COPY

**SETTLEMENT AGREEMENT BETWEEN PFIZER INC., QUIGLEY COMPANY, INC.  
AND AIU, ET AL.**

This Agreement is made and entered into by Pfizer Inc. and Quigley Company, Inc. and their predecessors, successors, assigns, and affiliates (hereinafter collectively and individually referred to as "Pfizer") and by AIU Insurance Company, American Home Assurance Company, Granite State Insurance Company, Insurance Company of the State of Pennsylvania, Landmark Insurance Company, Lexington Insurance Company, L'Union d'Atlantique Reassurances and National Union Fire Insurance Company of Pittsburgh, PA, on behalf of their predecessors, successors, assigns, and affiliates (hereinafter collectively and individually referred to as "AIU, et al.").

**RECITALS**

WHEREAS, AIU, et al. issued to Pfizer the Insurance Policies, as defined below, which provide coverage to Pfizer; and

WHEREAS, there has been no agreement between Pfizer and AIU, et al. as to their respective rights and obligations concerning the application of the Insurance Policies to Asbestos-Related Bodily Injury Claims, as defined below; and

WHEREAS, the Insurance Policies have become the subject of litigation in the United States District Court for the Eastern District of Pennsylvania captioned Georgine, et al. v. Amchem Products Inc., et al. v. Admiral Insurance Co., et al., Civil Action No. 93-CV-0215 (the "Action"); and

WHEREAS, Pfizer and AIU, et al. wish to define their respective rights and obligations under the Insurance Policies in accordance with the terms of this Agreement and to terminate this litigation between them;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, Pfizer and AIU, et al. agree as follows:

### **AGREEMENT**

#### **Definitions**

As used herein, the following terms have the following meanings:

1.0 **"Asbestos-Related Bodily Injury Claims"** means claims or lawsuits for which an insured under the Insurance Policies is alleged to be or may be responsible by judgment, order, or settlement (including but not limited to that certain Agreement Concerning Asbestos-Related Claims dated June 19, 1985 (hereinafter referred to as the "Wellington Agreement"), the Producer Agreement Concerning Center for Claims Resolution dated September 28, 1988, as amended, and the CCR Defendants' Sharing Agreement Concerning That Stipulation of Settlement Between the Class of Claimants and Defendants Represented by the Center For Claims Resolution dated January 15, 1993, as amended), by whomever brought and in whatever procedural posture such claims or lawsuits may arise, seeking monetary relief (whether or not such relief is the only relief sought) for bodily injury, sickness, disease or death, alleged to have been caused in whole or in part by any asbestos or asbestos-containing product(s). Asbestos-Related Bodily

Injury Claims do not include statutory claims for compensation by an employee against his employer (such claims being commonly called "Workers' Compensation claims").

1.1 **"Allocated Expenses"** means all fees and expenses incurred by or on behalf of Pfizer for services performed that are attributable to the defense or disposition of any Asbestos-Related Bodily Injury Claims, exclusive of Liability Payments and Unallocated Expenses.

1.2 **"Effective Date"** means the first date by which all of the parties hereto will have executed this Agreement.

1.3 **"Insurance Policies"** means the general liability insurance policies issued by AIU, et al. to Pfizer that are set forth in Attachment A hereto. Attachment A also sets forth for each Insurance Policy (a) the policy period, (b) any applicable liability limits and (c) the total applicable underlying liability limits (including primary policies and self-insured retentions if any) for each policy period.

1.4 **"Liability Payments"** means the sums paid in settlement of, or in satisfaction of a judgment on, any Asbestos-Related Bodily Injury Claims, exclusive of Allocated Expenses and Unallocated Expenses for such claims and exclusive of any final judgment awarding punitive damages or amounts for conspiracy, concert of action, and/or willful breach of warranty if the law of the state governing the insurability of such damages in the particular case holds that awards for such amounts are not covered by insurance because of public policy or contract

interpretation, provided, that if such holding is by other than the highest court of the state in question, AIU, et al., shall pay 50% of the applicable amount of such award.

1.5 **"Unallocated Expenses"** means the overhead, operating and administrative expenses (other than Allocated Expenses) incurred in administering, defending and disposing of any Asbestos-Related Bodily Injury Claims.

1.6 Where the context so indicates or requires, each defined term stated in the singular includes the plural and each defined term stated in the plural includes the singular.

#### **Scope of Agreement**

2.0 This Agreement governs the application of the Insurance Policies to Asbestos-Related Bodily Injury Claims.

2.1 Pfizer, or its designee, has the exclusive authority and discretion to administer, evaluate, settle, pay or defend all Claims governed by this Agreement.

2.2 Pfizer will respond to all reasonable requests by AIU, et al. for information concerning claims handling, and AIU, et al. will be afforded the opportunity to audit at any time, upon reasonable notice, the administrative, defense and settlement activities relating to any Asbestos-Related Bodily Injury Claims paid by AIU, et al. pursuant to this Agreement.

**Payment of Claims**

3.0 With respect to all Liability Payments and Allocated Expenses incurred on or before September 30, 1994, AIU, et al. shall pay to Pfizer \$9.8 million in the following installments:

On or before March 1, 1995	\$1,633,333.33
On or before March 1, 1996	\$1,633,333.33
On or before March 1, 1997	\$1,633,333.33
On or before March 1, 1998	\$1,633,333.33
On or before March 1, 1999	\$1,633,333.33
On or before March 1, 2000	\$1,633,333.33.

3.1 With respect to all Liability Payments and Allocated Expenses incurred on or after October 1, 1994, AIU, et al. will make Liability Payments and pay Allocated Expenses on Asbestos-Related Bodily Injury Claims to the extent that AIU, et al. would have been obligated to do so had AIU, et al. become a signatory to the Wellington Agreement as to Pfizer; provided, that (a) Liability Payments and Allocated Expenses will be allocated to AIU, et al. as if each of Pfizer's Insurers had agreed to make Liability Payments and pay Allocated Expenses under the terms of the Wellington Agreement, and (b) AIU, et al. will have no obligation to pay any amounts pursuant to Section XX of the Wellington Agreement in lieu of an insurer that is not a signatory to the Wellington Agreement. A copy of the Wellington Agreement is attached hereto as Attachment B. All terms and conditions of the Wellington Agreement are incorporated herein by reference to the extent that they are not inconsistent with this Agreement. As to any conflict between the terms of this Agreement and the Wellington Agreement, the terms of this Agreement will

govern. All reference to the "Asbestos Claims Facility" in the Wellington Agreement will be read as "The Center for Claims Resolution or other Pfizer designee."

Nothing in this Agreement shall be used to construe that AIU, et al. is a signatory to the Wellington Agreement.

3.2 Liability Payments and Allocated Expenses will be allocated to AIU, et al. under Paragraph 3.1 above on the basis of a "Coverage Block," as defined in § IX, ¶ 1 of the Wellington Agreement, that begins on October 1, 1964, and ends on October 1, 1973; provided that upon exhaustion of the applicable products aggregate limits of all the Insurance Policies written to become effective between those dates Pfizer may, for purposes of allocation to AIU, et al., add Insurance Policies written to become effective after October 1, 1973, to its Coverage Block in accordance with § IX, ¶ 2 of the Wellington Agreement.

3.3 The applicable aggregate limits of the Insurance Policies will be reduced by all Liability Payments paid by AIU, et al. hereunder. The Allocated Expenses paid by AIU, et al. hereunder will be applied to the Insurance Policies in accordance with the Schedule attached as Attachment C to this Agreement. Amounts paid by AIU, et al. on Asbestos-Related Bodily Injury Claims will be allocated among the Insurance Policies pursuant to the Wellington Agreement. If an Insurance Policy is part of a quota-share layer, AIU, et al. is obligated only to pay a proportionate share of the Allocated Expenses and Liability Payments for each Asbestos-Related Bodily Injury Claim, and that share shall bear the same relationship to the total amount of each payment for each such claim that AIU, et

al.'s policy limits bear to the total amount of the quota share layer of which its policy is a part. Those Insurance Policies that are part of quota share layers are marked with an asterisk on Attachment A to this Agreement.

3.4 None of the Insurance Policies require any payment for Liability Payments or Allocated Expenses incurred after the exhaustion of aggregate limits. Upon the exhaustion of any products aggregate limit in any Insurance Policy, Pfizer shall make no further demand for Liability Payments or for Allocated Expenses incurred after the exhaustion of aggregate limits under the coverage subject to such aggregate limit. At that time, Pfizer and AIU, et al. each shall execute a Release concerning that products aggregate limit, substantially in the form of Attachment D to this Agreement.

3.5 AIU, et al. shall have no obligation to pay to or on behalf of Pfizer any Unallocated Expenses under any of the Insurance Policies.

#### Timing of Payments

4.0 All amounts due from AIU, et al. pursuant to this Agreement will be billed by or on behalf of Pfizer in accordance with the procedures then in effect with respect to billing insurers that are signatories to the Wellington Agreement for Liability Payments and Allocated Expenses allocable to Pfizer under the terms of the Wellington Agreement, provided, that AIU, et al. will be billed only for Allocated Expenses and Liability Payments actually incurred by and on behalf of Pfizer or its designees. AIU, et al. will have no obligation hereunder to pay any bills for

Allocated Expense or Liability Payments in advance of the date that such amounts are actually incurred by or on behalf of Pfizer or its designee.

4.1 AIU, et al. will make all payments due under this Agreement to Pfizer or its designee within thirty (30) days of the receipt of such bills. For each day that payment is late, interest will be added to the amount that is overdue at an annual rate equal to the rate paid on the last auction day of the previous month at the auction of short-term -- i.e., thirteen (13) week -- United States government bills as listed on the money rates chart published in the Wall Street Journal. AIU, et al. shall not have the right to assert any defenses to payment other than those listed in Appendix B to the Wellington Agreement. Notwithstanding the pendency of any dispute, AIU, et al. will timely make all payments required under this Agreement; such payments may be made pursuant to a reservation of rights and subject to reallocation upon a final resolution of such dispute.

#### Dismissal From the Action

5.0 AIU, et al. understands that effectuation of the Stipulation of Settlement between the Class of Claimants and Defendants Represented by the Center for Claims Resolution dated January 15, 1993, as amended, is expressly conditioned upon approval of the court and satisfaction of certain conditions precedent concerning insurance coverage. AIU, et al. has signed the letter attached hereto as Attachment E in satisfaction of these conditions precedent as they relate to the Insurance Policies.

5.1 Upon execution of this Agreement by the parties hereto, Pfizer will dismiss the Insurance Policies from the Action with prejudice.

**Waiver of Claims of Other Pfizer Insurers Against AIU, et al.**

6.0 Pfizer agrees that if in the future it enters into any settlements with any of its other insurers with respect to coverage for Asbestos-Related Bodily Injury Claims, Pfizer will seek to obtain as part of the settlement agreement a dismissal, release and waiver of any claims such other insurers might have against AIU, et al. on account of Insurance Policies AIU, et al. issued to Pfizer with respect to Asbestos-Related Bodily Injury Claims and also with respect to such other matters as have been resolved by this Agreement between AIU, et al. and Pfizer. Pfizer also agrees to request its insurers who have settled their coverage disputes with Pfizer relating to Asbestos-Related Bodily Injury Claims to dismiss, waive and release AIU, et al. with respect to such matters that have been resolved by this Agreement between AIU, et al. and Pfizer. AIU, et al. agree that they shall dismiss, release and waive any claims based upon insurance policies issued to Pfizer by any other insurer of Pfizer who similarly agrees to dismiss, release and waive any such claims against AIU, et al. with respect to such matters that have been resolved by this Agreement between AIU, et al. and Pfizer.

**Confidentiality**

7.0 Neither this Agreement nor its terms will be disclosed to any person not an officer, director, employee, lawyer or agent of a party hereto, except that this Agreement and its terms may be disclosed: (a) to any insurer or reinsurer

of any of the parties hereto; (b) in any proceeding to enforce the terms of this Agreement; (c) in filings with government agencies as may be necessary to fulfill filing obligations, and (d) under a pledge of confidentiality to auditors, bond rating agencies, or lenders of the parties hereto if they so request. Other than as stated above, a party hereto may disclose this Agreement to any other person or entity only if the other party consents in writing or the party is required to disclose this Agreement by court order. If a party is required to disclose this Agreement pursuant to a court order, it will notify the other party as soon as possible and provide a copy of the order upon receipt thereof.

**Construction. Entire Agreement. Duration**

8.0 This Agreement was negotiated between the parties hereto at arm's length, with each party receiving advice from independent legal counsel. It is the intent of the parties that no part of this Agreement be construed against any of the other parties because of the identity of the drafter or the fact that AIU, et al. is an insurance company.

8.1 This Agreement constitutes a single integrated written contract expressing the entire agreement between the parties hereto. This Agreement is separate, independent and stands on its own. This Agreement confers no rights, benefits or obligations upon any entity other than the parties hereto. This Agreement supersedes any prior understandings and agreements among the parties, except the Insurance Policies, with respect to the subject matter herein. There are no representations, agreements, arrangements or understandings among

the parties, oral or written, relating to the subject matter of this Agreement that are not fully expressed herein. Any statements, promises or inducements, whether made by any party or any agents of any party, that are not contained in this written agreement, will not be valid or binding. The failure or invalidation of any provision of this Agreement will not in any way affect the validity of, or performance of any party pursuant to, any other provision of this Agreement. This Agreement will have perpetual existence and may not be enlarged, modified or altered except by a written agreement signed by both of the parties hereto.

**Agreement to Meet and Confer**

9.0 To the extent any dispute arises with respect to the application, interpretation or performance of this Agreement, Pfizer and AIU, et al. agree to meet and confer for the purpose of attempting to resolve amicably any such disputes. To the extent any disputes cannot be resolved amicably by good-faith negotiation within thirty days from the date of notice of the dispute, Pfizer and AIU, et al. agree that they will attempt to agree upon an alternative dispute resolution mechanism for such disputes before initiating suit; however, nothing contained herein obligates either AIU, et al. or Pfizer to agree to any alternative dispute resolution mechanism. In any dispute that is resolved pursuant to an alternative dispute resolution mechanism or litigation, all costs (including attorney's fees) will be borne by the losing party to the maximum extent allowable by law.

**Notices**

10.0 Any and all statements, communications or notices to be provided pursuant to this Agreement will be in writing and sent by first-class mail, postage prepaid. Such notices will be sent for Pfizer to:

Mr. Harvey R. Molloy  
Director -- Risk Management & Insurance  
Treasurers Division, Pfizer Inc.  
235 E. 42nd Street  
New York, NY 10017-5755

Jean A. O'Hare, Esq.  
Pfizer Inc.  
235 E. 42nd Street  
New York, NY 10017-5755

and for AIU, et al. to:

Mr. Peter L. Rand  
Home Office Supervisor  
AIG Technical Services, Inc.  
Toxic Tort Claims Department  
80 Pine Street, 6th Floor  
New York, NY 10005

Mr. Jim Laughlin  
Claims Examiner  
Environmental Claims  
Lexington Insurance Company  
200 State Street  
Boston, MA 02109

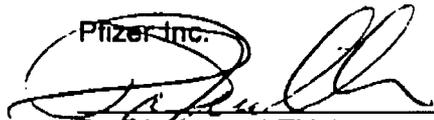
**Miscellaneous Provisions**

11.0 Each party will take such steps and will execute such documents as may be reasonably necessary or proper to effectuate the purpose and intent of this Agreement.

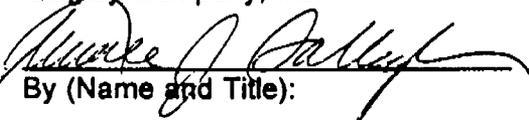
11.1 Titles and captions contained in this Agreement are inserted only as a matter of convenience and are for reference purposes only. Such titles and captions are intended in no way to define, limit, expand or describe the scope of this Agreement or the intent of any other provision hereof.

11.2 This Agreement will be executed by each party in counterparts, all of which, when so executed and taken together, will constitute one and the same instrument. AIU, et al. will deliver duly executed counterparts to Pfizer and Pfizer will deliver duly executed counterparts to AIU, et al.

IN WITNESS WHEREOF, this Agreement consisting of fourteen (14) pages, including this page, and five (5) attachments, has been read and signed by the duly authorized officers of the parties on the dates set forth below.

Pfizer Inc.  
  
\_\_\_\_\_  
By (Name and Title):

December 19, 1994  
\_\_\_\_\_  
Date

Quigley Company, Inc.  
  
\_\_\_\_\_  
By (Name and Title):

December 19, 1994  
\_\_\_\_\_  
Date

American International Underwriters  
on behalf of AIU Insurance  
Company and certain Granite State  
Insurance Company policies

\_\_\_\_\_  
By (Name and Title):

\_\_\_\_\_  
Date

Lexington Insurance Company

\_\_\_\_\_  
By (Name and Title):

\_\_\_\_\_  
Date

L'Union d'Atlantique Reassurances

\_\_\_\_\_  
By (Name and Title):

\_\_\_\_\_  
Date

AIG Technical Services, Inc. on  
behalf of American Home Assurance  
Company, certain Granite State  
Insurance Company policies, Insurance  
Company of the State of Pennsylvania,  
Landmark Insurance Company and  
National Fire Insurance Company of  
Pittsburgh, PA

\_\_\_\_\_  
By (Name and Title):

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, this Agreement consisting of fifteen (15) pages, including this page, and five (5) attachments, has been read and signed by the duly authorized officers of the parties on the dates set forth below.

Pfizer Inc.

American International Underwriters  
on behalf of AIU Insurance Company  
and certain Granite State Insurance  
Company Policies

\_\_\_\_\_  
By (Name and Title):

\_\_\_\_\_  
Date

\_\_\_\_\_  
By (Name and Title):

Quigley Company, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
By (Name and Title):

\_\_\_\_\_  
Date

Lexington Insurance Company

\_\_\_\_\_  
By (Name and Title):

\_\_\_\_\_  
Date

Union Atlantique S.A. D'Assurances

N.D. Oakes N.D. OAKES  
REINSURANCE CLAIMS  
MANAGER,  
By (Name and Title): AIG EUROPE (U.K.)

29th DECEMBER 1994

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, this Agreement consisting of fifteen (15) pages, including this page, and five (5) attachments, has been read and signed by the duly authorized officers of the parties on the dates set forth below.

Pfizer Inc.

American International Underwriters  
on behalf of AIU Insurance Company  
and certain Granite State Insurance  
Company Policies

\_\_\_\_\_  
By (Name and Title):

\_\_\_\_\_  
Date

\_\_\_\_\_  
By (Name and Title):

Quigley Company, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
By (Name and Title):

Lexington Insurance Company

*Ernest M. Brady*

\_\_\_\_\_  
Date

\_\_\_\_\_  
By (Name and Title):

*1/27/95*  
\_\_\_\_\_  
Date

Union Atlantique S.A. D'Assurances

\_\_\_\_\_  
By (Name and Title):

\_\_\_\_\_  
Date

American Home Assurance Company

By (Name and Title):

Date

Granite State Insurance Company  
(Certain Policies)

By (Name and Title):

Date

Insurance Company of the State of  
Pennsylvania

By (Name and Title):

Date

Landmark Insurance Company

*George J. Brady*  
By (Name and Title):

*1/27/95*  
Date

National Union Fire Insurance Company  
of Pittsburgh, PA

By (Name and Title):

Date

IN WITNESS WHEREOF, this Agreement consisting of fourteen (14) pages, including this page, and five (5) attachments, has been read and signed by the duly authorized officers of the parties on the dates set forth below.

Pfizer Inc.

\_\_\_\_\_  
By (Name and Title):

\_\_\_\_\_  
Date

Quigley Company, Inc.

\_\_\_\_\_  
By (Name and Title):

\_\_\_\_\_  
Date

American International Underwriters  
on behalf of AIU Insurance  
Company and certain Granite State  
Insurance Company policies

*David H. Anderson, Claims Examiner*  
\_\_\_\_\_  
By (Name and Title):

*12/19/1994*  
\_\_\_\_\_  
Date

Lexington Insurance Company

\_\_\_\_\_  
By (Name and Title):

\_\_\_\_\_  
Date

L'Union d'Atlantique Reassurances

\_\_\_\_\_  
By (Name and Title):

\_\_\_\_\_  
Date

AIG Technical Services, Inc. on  
behalf of American Home Assurance  
Company, certain Granite State  
Insurance Company policies, Insurance  
Company of the State of Pennsylvania,  
Landmark Insurance Company and  
National Fire Insurance Company of  
Pittsburgh, PA

\_\_\_\_\_  
By (Name and Title):

\_\_\_\_\_  
Date

American Home Assurance Company

Douglas B. By VICE PRESIDENT

By (Name and Title):

12-22-94

Date

Granite State Insurance Company  
(Certain Policies)

Douglas B. By VICE PRESIDENT

By (Name and Title):

12-22-94

Date

Insurance Company of the State of  
Pennsylvania

Douglas B. By VICE PRESIDENT

By (Name and Title):

12-22-94

Date

Landmark Insurance Company

By (Name and Title):

Date

National Union Fire Insurance Company  
of Pittsburgh, PA

Dougherty, Kirby vice Pres. Dist.

By (Name and Title):

12-22-94

Date

**ATTACHMENT A**

**Insurance Policies Issued by AIU, et al. to Pfizer,  
 Applicable Liability Limits and Underlying Liability  
 Limits for Asbestos-Related Bodily Injury Product Claims**

Policy Number and Period	Applicable Annual Occurrence/ Aggregate Limits	Applicable Annual Underlying Aggregate Limits
*AIU 75100745(A) 10/1/78-10/1/79	\$2,000,000 part of \$25,000,000	\$57,000,000 excess of \$10,000,000 Primary
*AIU 75100745(B) 10/1/78-10/1/79	\$1,000,000 part of \$28,000,000	\$82,000,000 excess of \$10,000,000 Primary
*AIU 75101167(A) 10/1/79-10/1/80	\$2,000,000 part of \$40,000,000	\$60,000,000 excess of \$10,000,000 Primary
*AIU 75101985(A) 10/1/80-10/1/81	\$2,000,000 part of \$40,000,000	\$60,000,000 excess of \$10,000,000 Primary
*AIU 75102089 10/1/81-10/1/82	\$2,000,000 part of \$40,000,000	\$65,000,000 excess of \$10,000,000 Primary
*American Home CE350060 1/1/65-10/1/68	\$1,000,000 part of \$15,000,000	\$33,500,000 excess of \$1,500,000 Primary
*American Home CE352680 2/1/67-10/1/69	\$3,000,000 part of \$50,000,000	\$48,500,000 excess of \$1,500,000 Primary

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*American Home CE355488 10/1/68-10/1/71	\$1,000,000 part of \$5,000,000	\$43,500,000 excess of \$1,500,000 Primary
*American Home CE356547 10/1/69-10/1/70	\$3,000,000 part of \$25,000,000	\$48,500,000 excess of \$1,500,000 Primary
*American Home CE357710 10/1/70-10/1/71	\$4,300,000 part of \$5,000,000	\$5,000,000 excess of \$1,500,000 Primary
*American Home CE2692073 10/1/71-10/1/72	\$4,500,000 part of \$5,000,000	\$7,200,000 excess of \$800,000 Primary
American Home CE3380206 10/1/72-10/1/73	\$5,000,000	\$6,000,000 excess of \$1,200,000 Primary
American Home CE3437367 10/1/73-10/1/76	\$5,000,000	10/1/73- 10/1/75 \$6,000,000 excess of \$1,200,000 Primary; 10/1/75- 10/1/76 \$6,000,000 excess of \$1,500,000 Primary
*Granite State SCLD8094019 10/1/76-10/1/77	\$1,000,000 part of \$10,000,000	\$30,000,000 excess of \$2,000,000 Primary

*Granite State SCLD8094018 10/1/76-10/1/77	\$1,000,000 part of \$10,000,000	\$40,000,000 excess of \$2,000,000 Primary
*Granite State SCLD8093343(A) 10/1/77-10/1/78	\$1,000,000 part of \$10,000,000	\$31,500,000 excess of \$2,000,000 Primary
*Granite State SCLD8093343(B) 10/1/77-10/1/78	\$1,000,000 part of \$10,000,000	\$41,500,000 excess of \$2,000,000 Primary
*Granite State SCLD8093345 10/1/77-10/1/78	\$1,000,000 part of \$14,500,000	\$61,500,000 excess of \$2,000,000 Primary
*Granite State 61780806 10/1/78-10/1/79	\$1,500,000 part of \$15,000,000	\$20,000,000 excess of \$10,000,000 Primary
*Granite State 61780807 <sup>1/</sup> 10/1/78-10/1/79	\$1,500,000 part of \$25,000,000	\$57,000,000 excess of \$10,000,000 Primary
*Granite State 61791720 10/1/79-10/1/80	\$3,000,000 part of \$35,000,000	\$25,000,000 excess of \$10,000,000 Primary
*Granite State 61791721 10/1/79-10/1/80	\$5,000,000 part of \$40,000,000	\$60,000,000 excess of \$10,000,000 Primary
*Granite State 6180-2536 10/1/80-10/1/81	\$3,000,000 part of \$35,000,000	\$25,000,000 excess of \$10,000,000 Primary

<sup>1/</sup> This policy has no aggregate limit.

*Granite State 6180-2537 10/1/80-10/1/81	\$5,000,000 part of \$50,000,000	\$60,000,000 excess of \$10,000,000 Primary
*Granite State 6481-5270 10/1/81-10/1/82	\$3,000,000 part of \$35,000,000	\$30,000,000 excess of \$10,000,000 Primary
*Granite State 6481-5271 10/1/81-10/1/82	\$5,000,000 part of \$40,000,000	\$65,000,000 excess of \$10,000,000 Primary
*INSCOPA <sup>2/</sup> 4104691 10/1/70-10/1/71	\$500,000 part of \$5,000,000	\$5,000,000 excess of \$1,500,000 Primary
*INSCOPA 4104692 10/1/70-10/1/71	\$5,000,000 part of \$10,000,000	\$20,000,000 excess of \$1,500,000 Primary
*INSCOPA 41715096 10/1/71-10/1/72	\$500,000 part of \$5,000,000	\$7,200,000 excess of \$800,000 Primary
*INSCOPA 41715097 10/1/71-10/1/72	\$5,000,000 part of \$10,000,000	\$22,200,000 excess of \$800,000 Primary
*INSCOPA 41715095 10/1/71-10/1/72	\$1,500,000 part of \$10,000,000	\$42,200,000 excess of \$800,000 Primary
*INSCOPA 41767273 10/1/76-10/1/77	\$500,000 part of \$5,000,000	\$5,000,000 excess of \$2,000,000 Primary

<sup>2/</sup>Insurance Company of the State of Pennsylvania

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*INSCOPA 41767274 10/1/76-10/1/77	\$1,250,000 part of \$10,000,000	\$30,000,000 excess of \$2,000,000 Primary
*INSCOPA 41778352 10/1/77-10/1/78	\$1,000,000 part of \$5,000,000	\$4,000,000 excess of \$2,000,000 Primary
*INSCOPA 41778353 10/1/77-10/1/78	\$1,250,000 part of \$10,000,000	\$31,500,000 excess of \$2,000,000 Primary
*Landmark FE4000086 10/1/78-10/1/79	\$2,000,000 part of \$28,000,000	\$82,000,000 excess of \$10,000,000 Primary
*Landmark FE4001193 10/1/81-10/1/82	\$3,000,000 part of \$40,000,000	\$65,000,000 excess of \$10,000,000 Primary
*Lexington SCP50025 1/11/65-10/1/68	\$1,000,000 part of \$15,000,000	\$33,500,000 excess of \$1,500,000 Primary
*Lexington GC402778 10/1/68-10/1/71	\$1,000,000 part of \$10,000,000	10/1/68- 10/1/70 \$35,000,000 excess of \$1,500,000 Primary; 10/1/70- 10/1/71 \$30,000,000 excess of \$1,500,000 Primary

*Lexington GC5502909 10/1/75-10/1/76	\$2,000,000 part of \$10,000,000	\$61,000,000 excess of \$1,500,000 Primary
*Lexington GC5502910 10/1/75-10/1/76	\$3,000,000 part of \$5,000,000	\$71,000,000 excess of \$1,500,000 Primary
*Lexington GC5501717 10/1/76-10/1/77	\$4,000,000 part of \$16,000,000	\$60,000,000 excess of \$2,000,000 Primary
*Lexington 5510457 10/1/77-10/1/78	\$2,000,000 part of \$14,500,000	\$61,500,000 excess of \$2,000,000 Primary
*Lexington 5512454 10/1/78-10/1/79	\$3,000,000 part of \$28,000,000	\$82,000,000 excess of \$10,000,000 Primary
*Lexington 5514905 10/1/79-10/1/80	\$3,000,000 part of \$40,000,000	\$60,000,000 excess of \$10,000,000 Primary
*Lexington 5520543 10/1/80-10/1/81	\$3,000,000 part of \$40,000,000	\$60,000,000 excess of \$10,000,000 Primary
*L'Union d'Atlantique Reassurances 79DD225C 10/1/78-10/1/79	27.02% of \$344,316 part of \$22,000,000	\$35,000,000 excess of \$10,000,000 Primary
*L'Union d'Atlantique Reassurances 79DD2100C 10/1/79-10/1/80	21.44% of \$1,500,000 part of \$35,000,000	\$25,000,000 excess of \$10,000,000 Primary

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<b>*National Union Fire CE1011252 10/1/68-10/1/70</b>	<b>\$1,000,000 part of \$5,000,000</b>	<b>\$43,500,000 part of \$1,500,000 Primary</b>
<b>*National Union Fire 1189211 10/1/76-10/1/77</b>	<b>\$1,250,000 part of \$5,000,000</b>	<b>\$5,000,000 excess of \$2,000,000 Primary</b>
<b>*National Union Fire 1189212 10/1/76-10/1/77</b>	<b>\$750,000 part of \$10,000,000</b>	<b>\$20,00,000 excess of \$2,000,000 Primary</b>
<b>*National Union Fire 1229269 10/1/77-9/4/78</b>	<b>\$1,250,000 part of \$5,000,000</b>	<b>\$4,000,000 excess of \$2,000,000 Primary</b>
<b>*National Union Fire 1232924 10/1/78-10/1/79</b>	<b>\$2,000,000 part of \$25,000,000</b>	<b>\$57,000,000 excess of \$10,000,000 Primary</b>

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**AGREEMENT CONCERNING  
ASBESTOS-RELATED CLAIMS**

**June 19, 1985**

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**ATTACHMENT C**

**Application of Allocated Expenses for Asbestos-Related Bodily Injury Claims to the Insurance Policies Listed on Attachment A**

Policy Number and Period	Application of Allocated Expenses
AIU 75100745(A) 10/1/78-10/1/79	Within Limits
AIU 75100745(B) 10/1/78-10/1/79	Within Limits
*AIU 75101167(A) 10/1/79-10/1/80	Disputed
*AIU 75101985(A) 10/1/80-10/1/81	Disputed
*AIU 75102089 10/1/81-10/1/82	Disputed
American Home CE350060 1/11/65-10/1/68	Within Limits
American Home CE352680 2/1/67-10/1/69	Within Limits
American Home CE355488 10/1/68-10/1/71	Within Limits
American Home CE356547 10/1/69-10/1/70	Within Limits

\* The parties disagree on the manner in which Allocated Expenses will be applied for Asbestos-Related Bodily Injury Claims to these Insurance Policies. At such time as Pfizer seeks coverage under these policies for such claims pursuant to this Settlement Agreement, the parties will refer these issues to Alternative Dispute Resolution in accordance with Appendix C of the Wellington Agreement, if agreement cannot be otherwise reached. All references in Appendix C to the "Asbestos Claims Facility" will be read as "The Center for Public Resources."

American Home CE357710 10/1/70-10/1/71	Within Limits
American Home CE2692073 10/1/71-10/1/72	Within Limits
American Home CE3380206 10/1/72-10/1/73	Within Limits
American Home CE3437367 10/1/73-10/1/76	Within Limits
Granite State SCLD8094019 10/1/76-10/1/77	Within Limits
Granite State SCLD8094018 10/1/76-10/1/77	Within Limits
Granite State SCLD8093343(A) 10/1/77-10/1/78	Within Limits
Granite State SCLD8093343(B) 10/1/77-10/1/78	Within Limits
Granite State SCLD8093345 10/1/77-10/1/78	Within Limits
Granite State 61780806 10/1/78-10/1/79	Within Limits
Granite State 61780807 10/1/78-10/1/79 <sup>2</sup>	Within Limits
Granite State 61791720 10/1/79-10/1/80	In Addition to Limits
*Granite State 61791721 10/1/79-10/1/80	Disputed
*Granite State 6180-2536 10/1/80-10/1/81	Disputed
*Granite State 6180-2537 10/1/80-10/1/81	Disputed

<sup>2</sup> This policy has no aggregate limit.

*Granite State 6481-5270 10/1/81-10/1/82	Disputed
*Granite State 6481-5271 10/1/81-10/1/82	Disputed
INSCOPA <sup>1/</sup> 4104691 10/1/70-10/1/71	Within Limits
INSCOPA 4104692 10/1/70-10/1/71	Within Limits
INSCOPA 41715096 10/1/71-10/1/72	Within Limits
INSCOPA 41715097 10/1/71-10/1/72	Within Limits
INSCOPA 41715095 10/1/71-10/1/72	Within Limits
INSCOPA 41767273 10/1/76-10/1/77	Within Limits
INSCOPA 41767274 10/1/76-10/1/77	Within Limits
INSCOPA 41778352 10/1/77-10/1/78	Within Limits
INSCOPA 41778353 10/1/77-10/1/78	Within Limits
Landmark FE4000086 10/1/78-10/1/79	Within Limits
*Landmark FE4001193 10/1/81-10/1/82	Disputed
Lexington SCP50025 1/1/65-10/1/68	Within Limits
Lexington GC402778 10/1/68-10/1/71	Within Limits
Lexington GC5502909 10/1/75-10/1/76	Within Limits

<sup>1/</sup>Insurance Company of the State of Pennsylvania

Lexington GC5502910 10/1/75-10/1/76	Within Limits
Lexington GC5501717 10/1/76-10/1/77	Within Limits
*Lexington 5510457 10/1/77-10/1/78	Disputed
*Lexington 5512454 10/1/78-10/1/79	Disputed
*Lexington 5514905 10/1/79-10/1/80	Disputed
*Lexington 5520543 10/1/80-10/1/81	Disputed
L'Union d'Atlantique Reassurances 79DD225C 10/1/78-10/1/79	Within Limits
L'Union d'Atlantique Reassurances 79DD2100C 10/1/79-10/1/80	In Addition to Limits
National Union Fire CE1011252 10/1/68-10/1/70	Within Limits
National Union Fire 1189211 10/1/76-10/1/77	Within Limits
National Union Fire 1189212 10/1/76-10/1/77	Within Limits
National Union Fire 1229269 10/1/77-9/4/78	Within Limits
National Union Fire 1232924 10/1/78-10/1/79	Within Limits

ATTACHMENT D

RELEASE

I. Pfizer hereby releases and forever discharges [name of AIG company] of and from any and all actions, causes of action in law or in equity, suits, debts, liens, contracts, indemnity and defense obligations, claims, demands, losses, costs or expenses of any kind or nature, known or unknown, fixed or contingent, direct or indirect under Policy [number of policy] that Pfizer now has or hereafter may have against [name of AIG company], in any way relating to the payment or handling of Claims (including, but not limited to, Asbestos-Related Bodily Injury Claims) that are subject to the products/ completed-operations hazard of said Policy, including, but not limited to, any alleged or potential claims for bad faith, unfair claims practices or punitive damages. Pfizer acknowledges that it has been advised by legal counsel and is familiar with the provisions of California Civil Code, Section 1542. In connection with this release, Pfizer hereby expressly waives any and all rights and benefits conferred upon Pfizer by the provisions of California Civil Code Section 1542 which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

"In connection with this release, Pfizer also waives any and all rights under all statutes and principles of similar effect."

- 2 -

II. The [name of AIG Company] hereby releases and forever discharges Pfizer of and from any and all actions, causes of action in law or in equity, suits, debts, liens, contracts, indemnity and defense obligations, agreements, promises, liabilities, claims, demands, losses, costs or expenses of any kind or nature, known or unknown, fixed or contingent, direct or indirect that the [name of AIG company] now has or hereafter may have against Pfizer in any way relating to the payment or handling of Claims (including, but not limited to, Asbestos-Related Bodily Injury Claims) that are subject to the products/ completed-operations hazard or Policy [number of policy]. The [name of AIG company] acknowledges that it has been advised by legal counsel and is familiar with the provisions of California Civil Code Section 1542. IN connection with this release, the [name of AIG company] hereby expressly waives any and all rights and benefits conferred upon it by the provisions of California Civil Code Section 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

"In connection with this release, the [name of AIG company] also waives any and all rights under all statutes and principles of similar effect."

- 3 -

This Release has been read and signed by the duly authorized officers of the parties on the dates set forth below.

Pfizer Inc.

\_\_\_\_\_  
BY (Name and Title)

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Name of AIG Company]

\_\_\_\_\_  
BY (Name and Title)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

LYNBERG & WATKINS

ATTORNEYS AT LAW  
A PROFESSIONAL CORPORATION

SIXTEENTH FLOOR  
INTERNATIONAL TOWER PLAZA  
888 SOUTH FIGUEROA STREET  
LOS ANGELES, CALIFORNIA 90017-2516  
(213) 624-8700  
FAX 213-627-3732

ORANGE COUNTY OFFICE  
2020 EAST FIRST STREET, SUITE 101  
SANTA ANA, CALIFORNIA 92705-4015  
(714) 873-1220  
FAX 714-873-1002

PLEASE REPLY TO:

Los Angeles

CHARLES A. LYNBERG  
JUDITH GOLD  
NORMAN J. WATKINS  
R. JEFF CARLISLE  
DANA J. MCCUNE  
MICHAEL J. LARIN  
RANDALL J. PETERS  
RIC C. OTTAIANO  
DANA ALDEN FOX  
STEPHEN M. HARBER  
RUTH SEGAL  
CATHERINE L. FERRO  
CHRISTINE GOSNEY  
HELLAR ANN C. HANCOCK  
LOUIS E. MARINO, JR.  
DOUGLAS G. MACKAY  
WILLIAM F. BERNARD  
MICHAEL A. CARTELLI  
SHARON P. MCALEENAN  
PAMELA M. ROTH

PETER B. LANGBORD  
CLAUDIA M. HANZLICK  
PEGGY KOLKEY  
WENDY E. SCHULTZ  
SUE ANN SALMON  
JAMIE L. BUSCHING  
DAVID K. MORRISON  
TIMOTHY F. RIVERS  
DAVID C. PIERCE  
ROBERT F. McLAUGHLIN  
AARON L. BOWERS  
ANDREW I. SELMAN  
SHARYN G. ALCARAZ  
MONIQUE M. HANNO  
MARK F. GAMBORA  
NICHOLAS R. ANDREA  
BRIAN J. GLADSTONE  
DINA M. DELAURENTIS  
CAROLINE ALBERT  
ANTONIA M. CHAN

OF COUNSEL  
ROBERT JOHN JENSEN  
MARTIN D. KAPLAN  
LISA THALER MATHIES

December 19, 1994

VIA FACSIMILE

Rachel Kronowitz, Attorney at Law  
Covington & Burling  
1201 Pennsylvania Avenue, N.W.  
Washington, D.C. 20044

Re: Georgine, et al. v. Amchem Products, Inc., et al. v. Admiral Insurance Company, et al.

Dear Ms. Kronowitz:

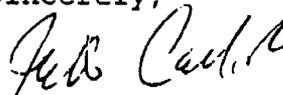
On behalf of AIU Insurance Company, American Home Assurance Company, Granite State Insurance Company, Insurance Company of the State of Pennsylvania, Landmark Insurance Company, Lexington Insurance Company, L'Union d'Atlantique Reassurances and National Union Fire Insurance Company of Pittsburgh, PA ("AIU, et al."), we have reviewed a copy of the proposed Stipulation of Settlement Between Class Plaintiffs and the CCR Defendants dated January 15, 1993, with attached Exhibits A through E, as amended ("Stipulation"), which was filed by the Class Plaintiffs in conjunction with the Class Action Complaint against the CCR Defendants in Federal District Court for the Eastern District of Pennsylvania in the above-referenced case. We further understand that effectuation of the Stipulation is expressly conditioned upon approval of the court and satisfaction of certain conditions precedent concerning insurance coverage. This letter is written to satisfy those conditions precedent.

Based upon our review of the Stipulation we have concluded that: (1) The Stipulation is a reasonable compromise and settlement of Pfizer, Inc.'s ("Pfizer") and Quigley Company, Inc.'s ("Quigley") liabilities and legal obligations to the class members; and (2) the allocated share of Pfizer and Quigley pursuant to the Producer Sharing Agreement attached to the Stipulation, of all sums paid pursuant to the terms of the Stipulation is reasonable and Pfizer

Rachel Kronowitz, Attorney at Law  
Re: Pfizer  
December 19, 1994

Quigley will be legally obligated and liable to pay their allocated shares of all such sums. Accordingly, we agree that agreement to and participation in the Stipulation by Pfizer and Quigley does not breach any express or implied term or condition of the policies issued by AIU, et al., (which are at issue in the above-referenced case) or otherwise provide a valid coverage defense for any obligations or liabilities incurred under the Stipulation by Pfizer and Quigley.

Sincerely,



R. JEFF CARLISLE  
LYNBERG & WATKINS  
Counsel for AIU Insurance  
Company, American Home  
Assurance Company, Granite  
State Insurance Company,  
Insurance Company of the State  
of Pennsylvania, Landmark  
Insurance Company, Lexington  
Insurance Company, L'Union  
d'Atlantique Reassurances and  
National Union Fire Insurance  
Company of Pittsburgh, PA  
("AIU, et al.")

RJC/di

**ATTACHMENT B**

**SCHEDULE OF AIG SETTLEMENT PAYMENTS**

Pymt #	Payment Date	Payment Amount
1	9/30/04	\$6,250,000
2	12/31/04	\$6,250,000
3	03/31/05	\$6,250,000
4	06/30/05	\$6,250,000
5	09/30/05	\$6,250,000
6	12/31/05	\$6,250,000
7	03/31/06	\$6,250,000
8	06/30/06	\$6,250,000
9	09/30/06	\$6,250,000
10	12/31/06	\$6,250,000
11	03/31/07	\$6,250,000
12	06/30/07	\$6,250,000
13	09/30/07	\$11,670,602
14	12/31/07	\$11,670,602
15	03/31/08	\$11,670,602
16	06/30/08	\$11,670,602
17	09/30/08	\$11,670,602
18	12/31/08	\$11,670,602
19	03/31/09	\$11,670,602
20	06/30/09	\$11,670,602
21	09/30/09	\$11,670,602
22	12/31/09	\$11,670,602
23	03/31/10	\$11,670,602
24	06/30/10	\$11,670,602
25	09/30/10	\$11,670,602
26	12/31/10	\$11,670,602
27	03/31/11	\$11,670,602
28	06/30/11	\$11,670,602
29	09/30/11	\$11,670,602
30	12/31/11	\$11,670,602
31	03/31/12	\$11,670,602
32	06/30/12	\$11,670,602
33	09/30/12	\$11,670,602
34	12/31/12	\$11,670,602
35	03/31/13	\$11,670,602
36	06/30/13	\$11,670,602
37	0930/13	\$11,670,602
38	12/31/13	\$11,670,602
39	03/31/14	\$11,670,602
40	06/30/14	\$11,670,602
41	09/30/14	\$3,970,000

**\$405,746,856**

**ATTACHMENT C**  
**LIST OF INSURANCE POLICIES**

**Pfizer/Quigley  
 AIG Products/Completed Operations Limits Available for Asbestos**

Carrier	Policy Number	Begin	End	Attachment Point (vs Primary)	Products/Completed Operations Applicable Limit	Remaining Available Products/Completed Operations Limits
AIU Insurance Company	75100745(A)	10/1/1978	10/1/1979	\$67,000,000	\$2,000,000	\$2,000,000
AIU Insurance Company	75100745(B)	10/1/1978	10/1/1979	\$82,000,000	\$1,000,000	\$1,000,000
AIU Insurance Company	75101187(A)	10/1/1979	10/1/1980	\$60,000,000	\$2,000,000	\$2,000,000
AIU Insurance Company	75101187(B)	10/1/1979	10/1/1980	\$100,000,000	\$1,000,000	\$1,000,000
AIU Insurance Company	75101985(A)	10/1/1980	10/1/1981	\$60,000,000	\$2,000,000	\$2,000,000
AIU Insurance Company	75101985(B)	10/1/1980	10/1/1981	\$100,000,000	\$1,000,000	\$1,000,000
AIU Insurance Company	75102089	10/1/1981	10/1/1982	\$65,000,000	\$2,000,000	\$918,520
AIU Insurance Company	75102090	10/1/1981	10/1/1982	\$105,000,000	\$1,000,000	\$1,000,000
AIU Insurance Company	75102095	10/1/1981	10/1/1982	\$155,000,000	\$1,500,000	\$1,500,000
American Home Assurance Co.	CE350060(A)	1/1/1965	10/1/1965	\$33,500,000	\$1,000,000	\$814,718
American Home Assurance Co.	CE350060(B)	10/1/1965	10/1/1966	\$33,500,000	\$1,000,000	\$547,357
American Home Assurance Co.	CE350060(C)	10/1/1966	10/1/1967	\$33,500,000	\$1,000,000	\$426,337
American Home Assurance Co.	CE350060(D)	10/1/1967	10/1/1968	\$33,500,000	\$1,000,000	\$0
American Home Assurance Co.	CE352680(A)	2/1/1967	10/1/1967	\$48,500,000	\$3,000,000	\$3,000,000
American Home Assurance Co.	CE352680(B)	10/1/1967	10/1/1968	\$48,500,000	\$3,000,000	\$0
American Home Assurance Co.	CE352680(C)	10/1/1968	10/1/1969	\$48,500,000	\$3,000,000	\$0
American Home Assurance Co.	CE355488 (A)	10/1/1968	10/1/1969	\$43,500,000	\$1,000,000	\$0
American Home Assurance Co.	CE355488 (B)	10/1/1969	10/1/1970	\$43,500,000	\$1,000,000	\$0
American Home Assurance Co.	CE356547	10/1/1969	10/1/1970	\$48,500,000	\$3,000,000	\$0
American Home Assurance Co.	CE357710	10/1/1970	10/1/1971	\$5,000,000	\$4,300,000	\$0
American Home Assurance Co.	CE355488 (C)	10/1/1970	10/1/1971	\$40,000,000	\$1,000,000	\$0
American Home Assurance Co.	CE2882073	10/1/1971	10/1/1972	\$6,500,000	\$4,500,000	\$0
American Home Assurance Co.	CE3380206	10/1/1972	10/1/1973	\$6,500,000	\$5,000,000	\$0
American Home Assurance Co.	CE3437367(A)	10/1/1973	10/1/1974	\$6,500,000	\$5,000,000	\$5,000,000
American Home Assurance Co.	CE3437367(B)	10/1/1974	10/1/1975	\$6,500,000	\$5,000,000	\$5,000,000
American Home Assurance Co.	CE3437367(C)	10/1/1975	10/1/1976	\$6,000,000	\$5,000,000	\$5,000,000
Birmingham Fire Ins. Co. of PA	SE6073563	10/1/1978	10/1/1980	\$100,000,000	\$3,000,000	\$3,000,000
Birmingham Fire Ins. Co. of PA	SE6073572	10/1/1979	10/1/1980	\$150,000,000	\$2,000,000	\$2,000,000
Birmingham Fire Ins. Co. of PA	SE6073718	10/1/1980	10/1/1981	\$100,000,000	\$3,000,000	\$3,000,000
Birmingham Fire Ins. Co. of PA	SE6073861	10/1/1981	10/1/1982	\$105,000,000	\$3,000,000	\$3,000,000
Colonia Ins Co	SEC5000028	10/1/1980	10/1/1981	\$150,000,000	\$2,000,000	\$2,000,000
Colonia Ins Co	SEC5000039	10/1/1981	10/1/1982	\$155,000,000	\$2,000,000	\$2,000,000
Granite State Insurance Co.	SCLD 8094019	10/1/1978	10/1/1977	\$30,000,000	\$1,000,000	\$1,000,000
Granite State Insurance Co.	SCLD 8094018	10/1/1978	10/1/1977	\$40,000,000	\$1,000,000	\$1,000,000
Granite State Insurance Co.	SCLD8093343(A)	10/1/1977	10/1/1978	\$31,500,000	\$1,000,000	\$1,000,000
Granite State Insurance Co.	SCLD8093343(B)	10/1/1977	10/1/1978	\$41,500,000	\$1,000,000	\$1,000,000
Granite State Insurance Co.	SCLD8093345	10/1/1977	10/1/1978	\$61,500,000	\$1,000,000	\$1,000,000
Granite State Insurance Co.	61780806	10/1/1978	10/1/1979	\$20,000,000	\$1,500,000	\$1,500,000
Granite State Insurance Co.	61780807	10/1/1978	10/1/1979	\$57,000,000	\$1,500,000	\$1,500,000
Granite State Insurance Co.	61791720	10/1/1979	10/1/1980	\$25,000,000	\$3,000,000	\$3,000,000
Granite State Insurance Co.	61791721	10/1/1979	10/1/1980	\$60,000,000	\$5,000,000	\$5,000,000
Granite State Insurance Co.	61802536	10/1/1980	10/1/1981	\$25,000,000	\$3,000,000	\$2,219,000
Granite State Insurance Co.	61802537	10/1/1980	10/1/1981	\$60,000,000	\$5,000,000	\$5,000,000
Granite State Insurance Co.	61802538	10/1/1980	10/1/1981	\$150,000,000	\$3,000,000	\$3,000,000
Granite State Insurance Co.	64815270	10/1/1981	10/1/1982	\$30,000,000	\$3,000,000	\$0
Granite State Insurance Co.	64815271	10/1/1981	10/1/1982	\$65,000,000	\$5,000,000	\$2,296,300
Granite State Insurance Co.	64815272	10/1/1981	10/1/1982	\$155,000,000	\$3,000,000	\$3,000,000
Granite State Insurance Co.	64815273	10/1/1981	10/1/1982	\$220,000,000	\$2,000,000	\$2,000,000
Ins. Co. of the State of PA (INSCOPA)	4104691	10/1/1970	10/1/1971	\$5,000,000	\$500,000	\$0
Ins. Co. of the State of PA (INSCOPA)	4104692	10/1/1970	10/1/1971	\$20,000,000	\$5,000,000	\$0
Ins. Co. of the State of PA (INSCOPA)	41715096	10/1/1971	10/1/1972	\$6,500,000	\$500,000	\$0
Ins. Co. of the State of PA (INSCOPA)	41715097	10/1/1971	10/1/1972	\$21,500,000	\$5,000,000	\$0
Ins. Co. of the State of PA (INSCOPA)	41715098	10/1/1971	10/1/1972	\$41,500,000	\$1,500,000	\$0
Ins. Co. of the State of PA (INSCOPA)	41767273	10/1/1976	10/1/1977	\$5,000,000	\$500,000	\$500,000
Ins. Co. of the State of PA (INSCOPA)	41767274	10/1/1976	10/1/1977	\$30,000,000	\$1,250,000	\$1,250,000
Ins. Co. of the State of PA (INSCOPA)	41778352	10/1/1977	10/1/1978	\$5,000,000	\$1,000,000	\$1,000,000
Ins. Co. of the State of PA (INSCOPA)	41778353	10/1/1977	10/1/1978	\$31,500,000	\$1,250,000	\$1,250,000
Landmark Insurance Company	FE4000088	10/1/1978	10/1/1979	\$82,000,000	\$2,000,000	\$2,000,000
Landmark Insurance Company	FE4001053	10/1/1979	10/1/1980	\$100,000,000	\$4,000,000	\$4,000,000
Landmark Insurance Company	FE4001114	10/1/1980	10/1/1981	\$100,000,000	\$4,000,000	\$4,000,000
Landmark Insurance Company	FE4001122	10/1/1980	10/1/1981	\$200,000,000	\$6,000,000	\$6,000,000
Landmark Insurance Company	FE 4001193	10/1/1981	10/1/1982	\$65,000,000	\$3,000,000	\$1,377,780
Landmark Insurance Company	FE4001194	10/1/1981	10/1/1982	\$105,000,000	\$11,000,000	\$11,000,000
Landmark Insurance Company	FE4001195	10/1/1981	10/1/1982	\$220,000,000	\$10,000,000	\$10,000,000
Lexington Insurance Company	SCP50025(A)	1/1/1965	10/1/1965	\$33,500,000	\$1,000,000	\$755,498
Lexington Insurance Company	SCP50025(B)	10/1/1965	10/1/1966	\$33,500,000	\$1,000,000	\$476,824
Lexington Insurance Company	SCP50025(C)	10/1/1966	10/1/1967	\$33,500,000	\$1,000,000	\$351,393
Lexington Insurance Company	SCP50025(D)	10/1/1967	10/1/1968	\$33,500,000	\$1,000,000	\$0
Lexington Insurance Company	GC402778(A)	10/1/1968	10/1/1969	\$33,500,000	\$1,000,000	\$0
Lexington Insurance Company	GC402778(B)	10/1/1969	10/1/1970	\$33,500,000	\$1,000,000	\$0
Lexington Insurance Company	GC402778(A)	10/1/1968	10/1/1969	\$48,500,000	\$300,000	\$0
Lexington Insurance Company	GC402778(B)	10/1/1969	7/12/1970	\$48,500,000	\$300,000	\$0
Lexington Insurance Company	GC5502909	10/1/1975	10/1/1976	\$81,000,000	\$2,000,000	\$1,679,067
Lexington Insurance Company	GC5502910	10/1/1975	10/1/1976	\$71,000,000	\$3,000,000	\$3,000,000

Pfizer/Quigley  
 AIG Products/Completed Operations Limits Available for Asbestos

Carrier	Policy Number	Begin	End	Attachment Point (% Primary)	Products/Completed Operations Applicable Limit	Remaining Available Products/Completed Operations Limits
	GC 5501717	10/1/1976	10/1/1977	\$80,000,000	\$4,000,000	\$4,000,000
Lexington Insurance Company	5510457	10/1/1977	10/1/1978	\$61,500,000	\$2,000,000	\$2,000,000
Lexington Insurance Company	5512454	10/1/1978	10/1/1979	\$82,000,000	\$3,000,000	\$3,000,000
Lexington Insurance Company	5514905	10/1/1979	10/1/1980	\$60,000,000	\$3,000,000	\$3,000,000
Lexington Insurance Company	5514906	10/1/1980	10/1/1981	\$100,000,000	\$7,000,000	\$7,000,000
Lexington Insurance Company	5520543	10/1/1980	10/1/1981	\$80,000,000	\$3,000,000	\$3,000,000
Lexington Insurance Company	5520544	10/1/1980	10/1/1981	\$100,000,000	\$7,000,000	\$7,000,000
Lexington Insurance Company	5520545	10/1/1978	10/1/1979	\$200,000,000	\$202,645	\$202,645
Lexington Insurance Company	79DD225C	10/1/1979	10/1/1980	\$35,000,000	\$321,600	\$0
L'Union Atlantique D'Assurances, S.A.	79DD2100C	10/1/1968	10/1/1969	\$43,500,000	\$1,000,000	\$1,250,000
National Union Fire Ins. Co. of Pittsburgh, PA	CE1011252(A)	10/1/1969	10/1/1977	\$5,000,000	\$1,250,000	\$750,000
National Union Fire Ins. Co. of Pittsburgh, PA	1189211	10/1/1976	10/1/1977	\$20,000,000	\$1,250,000	\$1,250,000
National Union Fire Ins. Co. of Pittsburgh, PA	1189212	10/1/1977	9/4/1978	\$5,000,000	\$750,000	\$750,000
National Union Fire Ins. Co. of Pittsburgh, PA	1229269(A)	10/1/1977	9/4/1978	\$81,500,000	\$2,000,000	\$2,000,000
National Union Fire Ins. Co. of Pittsburgh, PA	1229269(B)	10/1/1978	10/1/1979	\$57,000,000	\$2,000,000	\$2,000,000
National Union Fire Ins. Co. of Pittsburgh, PA	1232924	10/1/1979	10/1/1980	\$100,000,000	\$2,000,000	\$2,000,000
National Union Fire Ins. Co. of Pittsburgh, PA	9782389(A)	10/1/1979	10/1/1980	\$150,000,000	\$2,000,000	\$2,000,000
National Union Fire Ins. Co. of Pittsburgh, PA	9782389(B)	10/1/1980	10/1/1981	\$100,000,000	\$2,000,000	\$2,000,000
National Union Fire Ins. Co. of Pittsburgh, PA	9910407(A)	10/1/1980	10/1/1981	\$150,000,000	\$2,000,000	\$2,000,000
National Union Fire Ins. Co. of Pittsburgh, PA	9910407(B)	10/1/1981	10/1/1982	\$105,000,000	\$2,500,000	\$2,500,000
National Union Fire Ins. Co. of Pittsburgh, PA	9602989(A)	10/1/1981	10/1/1982	\$155,000,000	\$11,000,000	\$11,000,000
National Union Fire Ins. Co. of Pittsburgh, PA	9602989(B)	10/1/1981	10/1/1982	\$220,000,000	\$2,000,000	\$962,250
National Union Fire Ins. Co. of Pittsburgh, PA	9602989(C)	10/1/1982	10/1/1983	\$85,000,000	\$1,000,000	\$1,000,000
National Union Fire Ins. Co. of Pittsburgh, PA	75102278	10/1/1982	10/1/1983	\$105,000,000	\$1,500,000	\$1,500,000
AIU Insurance Company	75102279	10/1/1982	10/1/1983	\$155,000,000	\$4,500,000	\$6,000,000
AIU Insurance Company	75102280	10/1/1982	10/1/1983	\$220,000,000	\$8,000,000	\$2,000,000
AIU Insurance Company	75102281	10/1/1982	10/1/1983	\$290,000,000	\$2,000,000	\$1,000,000
AIU Insurance Company	75102234	10/1/1983	10/1/1984	\$85,000,000	\$1,000,000	\$1,500,000
AIU Insurance Company	75103128	10/1/1983	10/1/1984	\$105,000,000	\$1,500,000	\$4,500,000
AIU Insurance Company	75103129	10/1/1983	10/1/1984	\$181,000,000	\$4,500,000	\$6,000,000
AIU Insurance Company	75103130	10/1/1983	10/1/1984	\$269,500,000	\$6,000,000	\$5,000,000
AIU Insurance Company	75103131	10/1/1983	10/1/1984	\$347,000,000	\$5,000,000	\$5,000,000
AIU Insurance Company	75103132	10/1/1984	10/1/1985	\$54,250,000	\$5,000,000	\$5,000,000
AIU Insurance Company	75104292	10/1/1984	10/1/1985	\$102,200,000	\$5,000,000	\$813,086
AIU Insurance Company	75104293	10/1/1984	10/1/1985	\$167,300,000	\$2,250,000	\$2,074,384
AIU Insurance Company	75-104294	10/1/1984	10/1/1985	\$10,000,000	\$3,500,000	\$500,000
AIU Insurance Company	64845967	10/1/1984	10/1/1985	\$25,000,000	\$500,000	\$3,000,000
AIU Insurance Company	64845968	10/1/1984	10/1/1985	\$54,250,000	\$3,000,000	\$11,000,000
Granite State Insurance Co.	64845972	10/1/1984	10/1/1984	\$85,000,000	\$11,000,000	\$10,000,000
Granite State Insurance Co.	8867145(A)	10/1/1983	10/1/1984	\$105,000,000	\$10,000,000	\$1,428,370
Granite State Insurance Co.	8867145(B)	10/1/1983	10/1/1984	\$269,500,000	\$3,000,000	\$11,000,000
Illinois National Ins. Co.	8867145(C)	10/1/1983	10/1/1984	\$65,000,000	\$11,000,000	\$10,000,000
Illinois National Ins. Co.	FE 4001417	10/1/1982	10/1/1983	\$106,000,000	\$10,000,000	\$5,000,000
Landmark Insurance Company	FE 4001418	10/1/1982	10/1/1983	\$220,000,000	\$5,000,000	\$2,000,000
Landmark Insurance Company	FE 4001419	10/1/1984	10/1/1985	\$167,300,000	\$2,000,000	\$2,500,000
Landmark Insurance Company	FF4001572	10/1/1984	10/1/1985	\$102,200,000	\$2,000,000	\$11,000,000
Landmark Insurance Company	5528390	10/1/1982	10/1/1983	\$105,000,000	\$2,500,000	\$2,000,000
Lexington Insurance Company	9607007(A)	10/1/1982	10/1/1983	\$155,000,000	\$11,000,000	\$2,000,000
National Union Fire Ins. Co. of Pittsburgh, PA	9607007(B)	10/1/1982	10/1/1983	\$220,000,000	\$2,000,000	\$2,500,000
National Union Fire Ins. Co. of Pittsburgh, PA	9607007(C)	10/1/1983	10/1/1984	\$105,000,000	\$2,500,000	\$11,000,000
National Union Fire Ins. Co. of Pittsburgh, PA	9608420(A)	10/1/1983	10/1/1984	\$181,000,000	\$11,000,000	\$3,000,000
National Union Fire Ins. Co. of Pittsburgh, PA	9608420(B)	10/1/1983	10/1/1984	\$269,500,000	\$3,000,000	\$75,000,000
National Union Fire Ins. Co. of Pittsburgh, PA	9608420(C)	10/1/1984	10/1/1985	\$102,200,000	\$75,000,000	
National Union Fire Ins. Co. of Pittsburgh, PA	9608959	11/1/1997	11/1/2001	\$50,000,000		
AIU Insurance Company	3570152					

**EXHIBIT H**

**TO**

**QUIGLEY COMPANY, INC. FIFTH AMENDED AND RESTATED PLAN OF  
REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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**AMENDED BYLAWS OF REORGANIZED QUIGLEY**

**AMENDED AND RESTATED**

**BY-LAWS**

**OF**

**QUIGLEY COMPANY, INC.**

ARTICLE I

Offices

Section 1. The registered office of the Corporation shall be in the City of New York, County of New York, State of New York. The Corporation also may have offices at such other places, within or without the State of New York, as the Board of Directors determines from time to time or the business of the Corporation requires.

ARTICLE II

Meetings of Stockholders

Section 1. Place of Meetings. Except as otherwise provided in these By-laws, all meetings of the stockholders shall be held on such dates and at such times and places, within or without the State of New York, as shall be determined by the Board of Directors and as shall be stated in the notice of the meeting or in waivers of notice thereof. If the place of any meeting is not so fixed, it shall be held at the registered office of the Corporation in the State of New York.

Section 2. Annual Meeting. The annual meeting of stockholders for the election of directors and the transaction of such other proper business as may be brought before the

meeting shall be held on such date after the close of the Corporation's fiscal year, and at such time, as the Board of Directors may from time to time determine.

Section 3. Special Meetings. Special meetings of the stockholders, for any purpose or purposes, may be called by the Board of Directors and shall be called by the President or the Secretary upon the written request of a majority of the directors or holders of not less than 50% of the Corporation's outstanding shares entitled to vote at such meeting. The request shall state the date, time, place and purpose or purposes of the proposed meeting.

Section 4. Notice of Meetings. Except as otherwise required or permitted by law, whenever the stockholders are required or permitted to take any action at a meeting, written notice thereof shall be given, stating the place, date and hour of the meeting and, unless it is the annual meeting, by or at whose direction it is being issued. The notice also shall designate the place where the stockholders list is available for examination, unless the list is kept at the place where the meeting is to be held. Notice of a special meeting also shall state the purpose or purposes for which the meeting is called. A copy of the notice of any meeting shall be delivered personally or shall be mailed, not less than 10 and not more than 60 days before the date of the meeting, to each stockholder entitled to vote at the meeting. If mailed, the notice shall be deemed given when deposited in the United States mail, postage prepaid, directed to each stockholder at such stockholder's address as it appears on the records of the Corporation, unless such stockholder shall have filed with the Secretary of the Corporation a written request that such notices be mailed to some other address, in which case it shall be directed to such other address. Notice of any meeting of stockholders need not be given to any stockholder who shall attend the meeting, other than for the express purpose of objecting at the beginning thereof to the transaction of any business because the meeting is not lawfully called or convened, or who shall

submit, either before or after the time stated therein, a signed waiver of notice. Unless the Board of Directors, after an adjournment is taken, shall fix a new record date for an adjourned meeting or unless the adjournment is for more than 30 days, notice of an adjourned meeting need not be given if the place, date and time to which the meeting shall be adjourned are announced at the meeting at which the adjournment is taken.

Section 5. Quorum; Adjournments. Except as otherwise provided by law or by the Certificate of Incorporation of the Corporation, at all meetings of stockholders the holders of a majority of the shares of the Corporation entitled to vote, present in person or represented by proxy, shall constitute a quorum for the transaction of business. If, however, a quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall, by a majority vote of the shares held by such stockholders, have the power to adjourn the meeting from time to time, without notice of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken, until a quorum shall be present or represented. Even if a quorum shall be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall, by a majority vote of the shares held by such stockholders, have the power to adjourn the meeting from time to time without notice of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken (except as otherwise provided herein), until a date which is not more than 30 days after the date of the original meeting. At any such adjourned meeting, at which a quorum shall be present in person or represented by proxy, any business may be transacted which might have been transacted at the meeting as originally called. If the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned

meeting, notice of the adjourned meeting shall be given to each stockholder of record entitled to vote thereat.

Section 6. Voting. Except as otherwise provided by law or by the Certificate of Incorporation of the Corporation, at any meeting of the stockholders every stockholder of record having the right to vote thereat shall be entitled to one vote for every share of stock standing in his name as of the record date and entitling him to so vote. A stockholder may vote in person or by proxy. Except as otherwise provided by law or by the Certificate of Incorporation, any corporate action to be taken by a vote of the stockholders, other than the election of directors, shall be authorized by the affirmative vote of a majority of the shares present or represented by proxy at the meeting and entitled to vote on the subject matter. Directors shall be elected as provided in Section 2 of Article III of these By-laws. Written ballots shall not be required for voting on any matter unless ordered by the chairman of the meeting.

Section 7. Proxies. Every proxy shall be executed in writing by the stockholder or by his authorized representative, or otherwise as provided in the Business Corporation Law of the State of New York (the "BCL").

Section 8. List of Stockholders. At least 10 days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing their addresses and the number of shares registered in their names as of the record date shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to

be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 9. Conduct of Meetings. At each meeting of the stockholders, the President or, in his absence, any one of the Vice Presidents, in order of their seniority, shall act as chairman of the meeting. The Secretary or, in his absence, any person appointed by the chairman of the meeting shall act as secretary of the meeting and shall keep the minutes thereof. The order of business at all meetings of the stockholders shall be as determined by the chairman of the meeting.

Section 10. Consent of Stockholders in Lieu of Meeting. Unless otherwise provided in the Certificate of Incorporation of the Corporation, any action required to be taken or which may be taken at any annual or special meeting of stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed, in person or by proxy, by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted in person or by proxy and shall be delivered to the Corporation as required by law. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

### ARTICLE III

#### Board of Directors

Section 1. Number of Directors. Upon effectiveness of these By-Laws, the Board of Directors shall consist of three directors. The number of Directors may be reduced or

increased from time to time by the Board of Directors or the stockholders. Except as otherwise provided in the Certificate of Incorporation of the Corporation (including any Certificates of Designations in respect of any series of Preferred Stock of the Corporation), the number of directors may be reduced or increased from time to time by action of a majority of the whole Board, provided that no decrease may shorten the term of an incumbent director. When used in these By-laws, the term "whole Board" means the total number of directors which the Corporation would have if there were no vacancies.

Section 2. Election and Term. Except as otherwise provided by law, by the Certificate of Incorporation of the Corporation or by these By-laws, the directors shall be elected at the annual meeting of the stockholders and the persons receiving a plurality of the votes cast shall be so elected. Subject to his earlier death, resignation or removal as provided in Section 3 of this Article III, each director shall hold office until his successor shall have been elected and shall have qualified.

Section 3. Removal. Unless otherwise provided by the Certificate of Incorporation of the Corporation, these By-Laws or any contract or agreement to which the Corporation is a party, a director may be removed at any time, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

Section 4. Resignations. Any director may resign at any time by giving written notice of his resignation to the Corporation. A resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon its receipt, and, unless otherwise specified therein, the acceptance of a resignation shall not be necessary to make it effective.

Section 5. Vacancies. Except as otherwise provided in the Certificate of Incorporation of the Corporation, any vacancy in the Board of Directors arising from an increase in the number of directors or otherwise may be filled by the vote of a majority of the directors then in office, although less than a quorum, or by a sole remaining director.

Section 6. Place of Meetings. Except as otherwise provided in these By-laws, all meetings of the Board of Directors shall be held at such places, within or without the State of New York, as the Board determines from time to time.

Section 7. Annual Meeting. The annual meeting of the Board of Directors shall be held either without notice immediately after the annual meeting of stockholders and in the same place, or as soon as practicable after the annual meeting of stockholders on such date and at such time and place as the Board determines from time to time.

Section 8. Regular Meetings. Regular meetings of the Board of Directors shall be held on such dates and at such times and places as the Board determines from time to time. Notice of regular meetings need not be given, except as otherwise required by law.

Section 9. Special Meetings. Special meetings of the Board of Directors, for any purpose or purposes, may be called by the President and shall be called by the President or the Secretary upon the written request of a majority of the directors. The request shall state the date, time, place and purpose or purposes of the proposed meeting.

Section 10. Notice of Meetings. Notice of each special meeting of the Board (and of each annual meeting which is not held immediately after, and in the same place as, the annual meeting of stockholders) shall be given, not later than 24 hours before the meeting is scheduled to commence, by the President or the Secretary and shall state the place, date and time of the meeting. Notice of each meeting may be delivered to a director by hand or given to a

director orally (either by telephone or in person) or mailed, telegraphed or sent by facsimile transmission to a director at his residence or usual place of business, provided, however, that if notice of less than 72 hours is given it may not be mailed. If mailed, the notice shall be deemed given when deposited in the United States mail, postage prepaid; if telegraphed, the notice shall be deemed given when the contents of the telegram are transmitted to the telegraph service with instructions that the telegram immediately be dispatched; and if sent by facsimile transmission, the notice shall be deemed given when transmitted with transmission confirmed. Notice of any meeting need not be given to any director who shall submit, either before or after the time stated therein, a signed waiver of notice or who shall attend the meeting, other than for the express purpose of objecting at the beginning thereof to the transaction of any business because the meeting is not lawfully called or convened. Notice of an adjourned meeting, including the place, date and time of the new meeting, shall be given to all directors not present at the time of the adjournment, and also to the other directors unless the place, date and time of the new meeting are announced at the meeting at the time at which the adjournment is taken.

Section 11. Quorum. Except as otherwise provided by law or in these By-laws, at all meetings of the Board of Directors a majority of the whole Board shall constitute a quorum for the transaction of business, and the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another place, date and time.

Section 12. Conduct of Meetings. At each meeting of the Board of Directors, the President or, in his absence, a director chosen by a majority of the directors present shall act as chairman of the meeting. The Secretary or, in his absence, any person appointed by the chairman of the meeting shall act as secretary of the meeting and keep the minutes thereof. The

order of business at all meetings of the Board shall be as determined by the chairman of the meeting.

Section 13. Committees of the Board. The Board of Directors, by resolution adopted by a majority of the whole Board, may designate an executive committee and other committees, each consisting of one or more directors. Each committee (including the members thereof) shall serve at the pleasure of the Board of Directors and shall keep minutes of its meetings and report the same to the Board. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member or members at any meeting of the committee. In addition, in the absence or disqualification of a member of a committee, if no alternate member has been designated by the Board of Directors, the member or members present at any meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member. Except as limited by law, each committee, to the extent provided in the resolution of the Board of Directors establishing it, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation.

Section 14. Operation of Committees. A majority of all the members of a committee shall constitute a quorum for the transaction of business, and the vote of a majority of all the members of a committee present at a meeting at which a quorum is present shall be the act of the committee. Each committee shall adopt whatever other rules of procedure it determines for the conduct of its activities.

Section 15. Consent to Action. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a

meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 16. Attendance Other Than in Person. Members of the Board of Directors or any committee thereof may participate in a meeting of the Board or committee, as the case may be, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at the meeting.

#### ARTICLE IV

##### Officers

Section 1. Executive and Other Officers. The Board of Directors may elect or appoint a Chairman, a President, a Secretary, and a Treasurer. The Board of Directors also may elect or appoint one or more Vice Presidents (any of whom may be designated as Executive Vice Presidents or otherwise), and any other officers it deems necessary or desirable for the conduct of the business of the Corporation, each of whom shall have such powers and duties as the Board determines. Any officer may devote less than all of his working time to his activities as such if the Board so approves.

##### Section 2. Duties.

(a) The Chairman. The Chairman shall have such powers and shall perform such duties as shall from time to time be designated by the Board.

(b) The President. The President shall be the chief executive officer and chief operating officer of the Corporation, and shall preside at all meetings of the stockholders and of the Board of Directors. The President shall have general management of the

business and affairs of the Corporation, subject to the control of the Board of Directors, and he shall have such other powers and duties as the Board assigns to him.

(c) The Vice President. The Vice President or, if there shall be more than one, the Vice Presidents, if any, in the order of their seniority or in any other order determined by the Board of Directors, shall perform, in the absence or disability of the President, the duties and exercise the powers of the President, and shall have such other powers and duties as the Board or the President assigns to him or them.

(d) The Secretary. Except as otherwise provided in these By-laws or as directed by the Board of Directors, the Secretary shall attend all meetings of the stockholders and the Board; he shall record the minutes of all proceedings in books to be kept for that purpose; he shall give notice of all meetings of the stockholders and special meetings of the Board; and he shall keep in safe custody the seal of the Corporation and, when authorized by the Board, he shall affix the same to any corporate instrument. The Secretary shall have such other powers and duties as the Board or the President assigns to him.

(e) The Treasurer. Subject to the control of the Board, the Treasurer shall have the care and custody of the corporate funds and the books relating thereto; and he shall perform all other duties incident to the office of Treasurer. The Treasurer shall have such other powers and duties as the Board or the President assigns to him.

Section 3. Term; Removal. Subject to his earlier death, resignation or removal, each officer shall hold his office until his successor shall have been elected or appointed and shall have qualified, or until his earlier death, resignation or removal. Any officer may be removed at any time, with or without cause, by the Board of Directors.

Section 4. Resignations. Any officer may resign at any time by giving written notice of his resignation to the Corporation. A resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon its receipt, and, unless otherwise specified therein, the acceptance of a resignation shall not be necessary to make it effective.

Section 5. Vacancies. If an office becomes vacant for any reason, the Board of Directors or the stockholders may fill the vacancy, and each officer so elected or appointed shall serve for the remainder of his predecessor's term and until his successor shall have been elected or appointed and shall have qualified.

## ARTICLE V

### Provisions Relating to Stock

#### Certificates and Stockholders

##### Section 1. Form, Signatures.

(a) To the extent the Corporation issues any certificates representing some or all classes or series of its stock, each such certificate shall be in a form approved by the Board of Directors and shall be signed by or in the name of the Corporation by the Chairman of the Board, if any, or the President or any Vice-President, and the Treasurer or any Assistant Treasurer or the Secretary or any Assistant Secretary of the Corporation, exhibiting the number and class (and series, if any) of shares owned by such stockholder. Such signatures may be facsimiles. In case any officer who has signed, or whose facsimile signature was placed on, a certificate shall have ceased to be such officer before such certificate is issued, it may

nevertheless be issued by the Corporation with the same effect as if he or she were such officer at the date of its issue.

(b) All requested stock certificates that represent shares of capital stock that are subject to restrictions on transfer or to other restrictions shall have conspicuously noted thereon such notation to such effect as may be required by law or determined by the Board of Directors.

Section 2. Registration of Transfer. Except as provided in the Certificate of Incorporation or any contract or agreement to which the Corporation is a party, upon surrender to the Corporation or any transfer agent of the Corporation of a certificate for shares, if such a certificate was issued, duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation or its transfer agent to issue, upon request, a new certificate to the person entitled thereto, to cancel the old certificate (if any) and to record the transaction upon its books.

Section 3. Registered Stockholders.

(a) Except as otherwise provided by law, the Corporation shall be entitled to recognize the exclusive right of a person that is registered on its books as the owner of shares of its capital stock to receive dividends or other distributions, to vote as such owner, and to hold liable for calls and assessments any person that is registered on its books as the owner of shares of its capital stock. The Corporation shall not be bound to recognize any equitable or legal claim to or interest in such shares on the part of any other person.

(b) If a stockholder desires that notices and dividends shall be sent to a name or address other than the name or address appearing on the stock ledger maintained by the

Corporation, such stockholder shall have the duty to notify the Corporation of such desire. Such notice shall specify the alternate name or address to be used.

Section 4. Record Date.

(a) In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not (i) precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and (ii) be more than 60 nor less than 10 days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting taken pursuant to Section 5 of Article II; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not (i) precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and (ii) be more than 10 days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required by applicable law, shall be the first date on which a

signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office, its principal place of business or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by applicable law, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

(c) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion, or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not be more than 60 days prior to such action. If no record date is fixed, the record date for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 5. Lost, Stolen or Destroyed Certificates. The Board of Directors may direct, upon request, a new certificate to be issued in place of any certificate theretofore issued by the Corporation, alleged to have been lost, stolen or destroyed. When authorizing such issuance of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or its legal representative, to give the Corporation a bond in such sum, or other security in such

form, as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate claimed to have been lost, stolen or destroyed.

## ARTICLE VI

### Indemnification

Section 1. Indemnification. Unless otherwise determined by the Board of Directors, the Corporation shall, to the fullest extent permitted by the BCL (including, without limitation, Sections 722 and 723 thereof) or other provisions of the laws of New York relating to indemnification of directors, officers, employees and agents, as the same may be amended and supplemented from time to time, indemnify any and all such persons whom it shall have power to indemnify under the BCL or such other provisions of law.

Section 2. Statutory Indemnification. Without limiting the generality of Section 1 of this Article VI, to the fullest extent permitted, and subject to the conditions imposed, by law, and pursuant to the BCL unless otherwise determined by the Board of Directors:

(i) the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if such person acted in good faith and in a manner he reasonably believed to be in or

not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful; and

(ii) the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, except as otherwise provided by law.

Section 3. Indemnification by Resolution of Stockholders or Directors or Agreement. Without limiting the generality of Section 1 or Section 2 of this Article VI, to the fullest extent permitted by law, indemnification may be granted, and expenses may be advanced, to the persons described in Section 722 of the BCL or other provisions of the laws of New York relating to indemnification and advancement of expenses, as from time to time may be in effect, by (i) a resolution of stockholders, (ii) a resolution of the Board of Directors, or (iii) an agreement providing for such indemnification and advancement of expenses, provided that no indemnification may be made to or on behalf of any person if a judgment or other final adjudication adverse to the person establishes that such person's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that such person personally gained in fact a financial profit or other advantage to which such person was not legally entitled.

Section 4. General. It is the intent of this Article VI to require the Corporation, unless otherwise determined by the Board of Directors, to indemnify the persons referred to herein for judgments, fines, penalties, amounts paid in settlement and expenses (including attorneys' fees), and to advance expenses to such persons, in each and every circumstance in which such indemnification and such advancement of expenses could lawfully be permitted by express provision of by-laws, and the indemnification and expense advancement provided by this Article VI shall not be limited by the absence of an express recital of such circumstances. The indemnification and advancement of expenses provided by, or granted pursuant to, these By-laws shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled, whether as a matter of law, under any provision of the Certificate of Incorporation of the Corporation, these By-laws, by agreement, by vote of stockholders or disinterested directors of the Corporation or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

Section 5. Indemnification Benefits. Indemnification pursuant to these By-laws shall inure to the benefit of the heirs, executors, administrators and personal representatives of those entitled to indemnification.

## ARTICLE VII

### General Provisions

Section 1. Dividends. To the extent permitted by law, the Board of Directors shall have full power and discretion, subject to the provisions of the Certificate of Incorporation of the Corporation and the terms of any other corporate document or instrument binding upon the

Corporation, to determine what, if any, dividends or distributions shall be declared and paid or made.

Section 2. Seal. The Corporation may have a corporate seal which shall be in such form as is required by law and approved by the Board of Directors.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be determined by the Board of Directors.

Section 4. Voting Shares in Other Corporations. Unless otherwise directed by the Board of Directors, shares in other corporations which are held by the Corporation shall be represented and voted only by the President or by a proxy or proxies appointed by him.

## ARTICLE VIII

### Amendments

Section 1. By-Laws may be adopted, amended or repealed by the Board of Directors, provided the conferral of such power on the Board shall not divest the stockholders of the power, or limit their power, to adopt, amend or repeal By-laws.

**EXHIBIT I**

**TO**

**QUIGLEY COMPANY, INC. FIFTH AMENDED AND RESTATED PLAN OF  
REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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**AMENDED CERTIFICATE OF INCORPORATION  
OF REORGANIZED QUIGLEY**

**AMENDED AND RESTATED**  
**CERTIFICATE OF INCORPORATION**  
**OF**  
**QUIGLEY COMPANY, INC.**  
**(A NEW YORK CORPORATION)**

I, the undersigned, Kim D. Jenkins, being the President of Quigley Company, Inc., a corporation organized and existing under and by virtue of Business Corporation Law of the State of New York (the "BCL"), DO HEREBY CERTIFY:

1. The name of the corporation is Quigley Company, Inc. The date of filing of its original Certificate of Incorporation, under the name Quigley Furnace Specialties Company, Inc., with the Secretary of State was May 18, 1916. A Certificate of Change of Name, changing the corporation's name to Quigley Company, Inc., was filed on July 7, 1930.

2. This Amended and Restated Certificate of Incorporation has been duly adopted and effected in conformity with Section 402 of the BCL and pursuant to the order entered by the United States Bankruptcy and District Courts for the Southern District of New York on [\_\_\_\_\_], 2012, in the case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") encaptioned *In re Quigley Company, Inc.*, Case No. 04-15739 (SMB), confirming the Quigley Company, Inc. Fifth Amended and Restated Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (the "Plan").

3. This Amended and Restated Certificate of Incorporation shall be effective upon filing.

4. This Amended and Restated Certificate of Incorporation restates, integrates and further amends the Certificate of Incorporation of this corporation by restating the text of the original Certificate of Incorporation, as amended and restated, in full to read as follows:

FIRST: The name of the corporation is Quigley Company, Inc. (the "Corporation").

SECOND: The Secretary of State of the State of New York is hereby designated as the agent of the Corporation upon whom process in any action or proceeding against it may be served, and the address to which the Secretary of State shall mail a copy of process in any action or proceeding against the Corporation which may be served upon the Secretary of State is 111 Eighth Avenue, New York, New York 10011. CT Corporation System is the Corporation's registered agent at that address.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the BCL, provided that the Corporation is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

FOURTH: A. The total number of shares of stock which the corporation shall have authority to issue is one thousand shares (1,000), par value one hundred dollars (\$100) per share.

B. The corporation shall not issue any class of non-voting equity securities unless, and solely to the extent, permitted by section 1123(a)(6) of the Bankruptcy Code as in effect on the effective date of the Plan and applicable to the Corporation's chapter 11 case; provided, however, that this Section B of Article FOURTH (i) shall have no further force and effect beyond that required under section 1123(a)(6) of the Bankruptcy Code, (ii) shall have such force and effect, if any, only for so long as section 1123(a)(6) of the Bankruptcy Code is in effect and applicable to the Corporation, and (iii) in all events may be amended or eliminated in accordance with applicable law as from time to time in effect.

FIFTH: Except as otherwise provided by the BCL as the same exists or may hereafter be amended, no director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director; provided, however, that the foregoing shall not apply to liability of a director (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 719 of the BCL, or (iv) for any transaction from which the director derived an improper personal benefit. The Corporation shall indemnify directors and officers of the Corporation to

the fullest extent permitted by the BCL. Any repeal or modification of this Article FIFTH by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

SIXTH: The Board of Directors shall have the power to adopt, amend or repeal By-laws of the Corporation, subject to the right of the stockholders of the Corporation to adopt, amend or repeal any By-law.

SEVENTH: The Corporation shall, to the fullest extent permitted by the BCL, as the same may be amended and supplemented from time to time, indemnify any and all persons whom it shall have power to indemnify under the BCL. The Corporation also may indemnify such persons pursuant to agreement or resolution of shareholders or directors, from and against any and all of the expenses, liabilities or other matters referred to in or covered by the BCL. The indemnification provided for herein shall not be deemed exclusive of any other rights to which any person may be entitled under any By-law, resolution of shareholders, resolution of directors, agreement or otherwise, as permitted by the BCL, as to action, or as to the failure to act, in any capacity in which such person served at the request of the Corporation.

EIGHTH: The election of directors of the Corporation need not be by written ballot, unless the By-laws of the Corporation otherwise provide.

NINTH: The county, within this state, in which the office of the Corporation is to be located is New York.

The undersigned, being the President of the Corporation, does make and file this Amended and Restated Certificate of Incorporation, hereby declaring and certifying that the facts herein stated are true, and accordingly has hereunto set his hand this \_\_\_\_ day of \_\_\_\_\_, 2012.

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Name: Kim D. Jenkins  
Title: President

Quigley Company, Inc.  
52 Vanderbilt Ave.  
13th Floor  
New York, New York 10017

**EXHIBIT J**

**TO**

**QUIGLEY COMPANY, INC. FIFTH AMENDED AND RESTATED PLAN OF  
REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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**[RESERVED]**

**EXHIBIT K**

**TO**

**QUIGLEY COMPANY, INC. FIFTH AMENDED AND RESTATED PLAN OF  
REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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**INSURANCE RELINQUISHMENT AGREEMENT**

## INSURANCE RELINQUISHMENT AGREEMENT

This INSURANCE RELINQUISHMENT AGREEMENT (the “Agreement”), effective as of the Effective Date, is entered into by and between Quigley and Pfizer (the “Parties”). All capitalized terms used herein but not otherwise defined shall have the respective meanings given to such terms in the Quigley Company, Inc. Fifth Amended and Restated Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, as restated, amended, modified, or supplemented from time to time (the “Plan”).

### RECITALS

**WHEREAS**, at the time of the entry of the order for relief in the Chapter 11 Case, Quigley was named as a defendant in personal injury actions seeking recovery for damages allegedly caused by the presence of, or exposure to, asbestos and/or asbestos-containing products;

**WHEREAS**, Quigley has reorganized under the provisions of chapter 11 of the Bankruptcy Code in a case pending in the Bankruptcy Court, known as *In re Quigley Company, Inc.*, Case No. 04-15739 (SMB);

**WHEREAS**, the Plan, filed by Quigley and supported by the Creditors’ Committee and the Future Demand Holders’ Representative, has been confirmed by the Bankruptcy Court and affirmed by the District Court;

**WHEREAS**, the Confirmation Order has been entered or affirmed by the District Court, and such Confirmation Order has become a Final Order;

**WHEREAS**, the Plan provides for, among other things, the creation of the Asbestos PI Trust;

**WHEREAS**, all Asbestos PI Claims are channeled to the Asbestos PI Trust;

**WHEREAS**, pursuant to the Plan, the Asbestos PI Trust is to use its assets and income to pay Asbestos PI Claims as and to the extent provided for in the Asbestos PI Trust Agreement and in the Asbestos PI Trust Distribution Procedures;

**WHEREAS**, certain insurers issued to Pfizer (a) the Shared Asbestos Insurance Policies listed on Schedule 1 hereto, (b) the Shared Asbestos-Excluded Insurance Policies listed on Schedule 3 hereto, and (c) the Shared Asbestos-Excluded Claims-Made Insurance Policies listed on Schedule 4 hereto;

**WHEREAS**, Pfizer and Quigley have entered into the Insurance Settlement Agreements listed on Schedule 2 hereto;

**WHEREAS**, payments made pursuant to the Insurance Settlement Agreements along with other insurance proceeds (exclusive of the AIG Payments made pursuant to the AIG Insurance Settlement Agreement and interest earned thereon) have been jointly held for the

benefit of Pfizer and Quigley in the Insurance Settlement Proceeds Trust and total \$\_\_\_\_, including interest earned thereon (the “Non-AIG Insurance Proceeds”);

**WHEREAS**, pursuant to the Plan, Pfizer is making the Pfizer Contribution, which includes, among other things, Pfizer’s execution of this Insurance Relinquishment Agreement;

**WHEREAS**, in consideration for the Pfizer Contribution, Pfizer and the other Pfizer Protected Parties are entitled to all of the rights and protections of Asbestos Protected Parties under the Plan, including without limitation, the benefits and protections provided by the Asbestos PI Channeling Injunction; and

**WHEREAS**, the Parties desire to execute and implement this Agreement as contemplated by the Plan.

**NOW, THEREFORE**, in consideration of the foregoing promises and the mutual covenants and agreements of the Parties contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Pfizer’s Insurance Relinquishment.

a. Pfizer hereby relinquishes free and clear of all Claims, Liens and Encumbrances, any and all of its rights, titles, privileges, interests, Claims, demands or entitlements to any proceeds, payments, initial or supplemental dividends, scheme payments, supplemental scheme payments, state guaranty fund payments, Causes of Action and choses in action under, for or related to the following: (i) the Products/Completed Operations Coverage remaining under the Shared Asbestos Insurance Policies; (ii) the Insurance Settlement Agreements, solely with respect to the Products/Completed Operations Coverage remaining under the Shared Asbestos Insurance Policies; and (iii) the Non-AIG Insurance Proceeds, subject in the case of (i) and (ii) to Subparagraphs 1.d and 1.e, below.

b. To the extent that claims under the Products/Completed Operations Coverage under any Shared Asbestos Insurance Policy reduces any aggregate, per occurrence or other policy limit of such Shared Asbestos Insurance Policy that is or could potentially be applicable to Asbestos PI Claims, Pfizer hereby also relinquishes free and clear of all Claims, Liens and Encumbrances, its rights, titles, privileges, interests, Claims, demands or entitlements to any proceeds, payments, initial or supplemental dividends, scheme payments, supplemental scheme payments, state guaranty fund payments, Causes of Action and choses in action under, for or related to any aggregate, per occurrence or other policy limit under such Shared Asbestos Insurance Policy, subject to Subparagraphs 1.d and 1.e, below.

c. Pfizer is retaining and not relinquishing its rights, titles, privileges, interests, Claims, demands or entitlements to any proceeds, payments, initial or supplemental dividends, scheme payments, supplemental scheme payments, state guaranty fund payments, Causes of Action and choses in action under, for or related to the Shared Asbestos-Excluded Insurance Policies. Pfizer and Quigley shall continue to share access to such Shared Asbestos-Excluded Insurance Policies on the same first-billed, first-paid basis as was their practice prior to

Quigley's Chapter 11 Case; however, Pfizer hereby relinquishes free and clear of all Claims, Liens and Encumbrances, any and all rights, titles, privileges and interests Pfizer may have to object to any settlement by Quigley concerning any of the Shared Asbestos-Excluded Insurance Policies, provided that such settlement is not manifestly unreasonable.

d. Pfizer is retaining and not relinquishing its rights, titles, privileges, interests, Claims, demands or entitlements to any proceeds, payments, initial or supplemental dividends, scheme payments, supplemental scheme payments, state guaranty fund payments, Causes of Action and choses in action under, for or related to a Shared Asbestos Insurance Policy and/or related Insurance Settlement Agreement in the event there is a final and binding determination (by settlement or adjudication) that such Shared Asbestos Insurance Policy and/or related Insurance Settlement Agreement does not provide Products/Completed Operations Coverage for Asbestos PI Claims; in such event, Pfizer and Quigley shall continue to share access to such Shared Asbestos Insurance Policy and/or related Insurance Settlement Agreement on the same first-billed, first-paid basis as was their practice prior to Quigley's Chapter 11 Case; however, in such event, Pfizer will not object to any settlement by Quigley concerning any such Shared Asbestos Insurance Policy, provided that such settlement is not manifestly unreasonable.

e. Pfizer is retaining and not relinquishing its rights, titles, privileges, interests, Claims, demands or entitlements to any proceeds, payments, initial or supplemental dividends, scheme payments, supplemental scheme payments, state guaranty fund payments, Causes of Action and choses in action under, for or related to any unpaid amount Pfizer billed to any insurer prior to the Petition Date pursuant to any settlement agreement with any Asbestos Insurance Entity (the "Pfizer Insurer Receivables"). The Pfizer Insurance Receivables are listed on Schedule 5 hereto.

2. Quigley's Insurance Relinquishment. Quigley hereby relinquishes free and clear of all Claims, Liens and Encumbrances, any and all of Quigley's rights, titles, privileges, interests, Claims, demands or entitlements to any proceeds, payments, initial or supplemental dividends, scheme payments, supplemental scheme payments, state guaranty fund payments, Causes of Action and choses in action under, for or related to the Shared Asbestos-Excluded Claims-Made Insurance Policies.

3. Intent of Parties. It is the intention of the Parties that Pfizer's relinquishment, as set forth in Paragraph 1, be absolute, and without recourse except as expressly set forth in Paragraph 1. It is the intention of the Parties that Quigley's relinquishment, as set forth in Paragraph 2, be absolute, and without recourse. The Parties intend and affirm that the objective of this Agreement is to consummate the transactions described in the Plan and the other Plan Documents as the transactions to be implemented pursuant to the Insurance Relinquishment Agreement. This Agreement shall be construed by the Parties in a manner consistent with these intentions and objectives.

4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Quigley and Pfizer and their respective successors and assigns, including without limitation, the Asbestos PI Trust pursuant to the terms of the Plan. Exclusive of those Entities described in the preceding sentence, this Agreement is not intended to, and shall not be

construed, deemed, or interpreted to confer on any Entity not a Party hereto any rights or remedies hereunder.

5. Cooperation. To the fullest extent commercially reasonable, Pfizer shall provide Quigley and/or the Asbestos PI Trust with such cooperation as Quigley and/or the Asbestos PI Trust may request in connection with Quigley's and/or the Asbestos PI Trust's recovery of: (a) the Products/Completed Operations Coverage remaining under the Shared Asbestos Insurance Policies; (b) coverage under the Insurance Settlement Agreements, solely with respect to the Products/Completed Operations Coverage remaining under the Shared Asbestos Insurance Policies; and (c) the Non-AIG Insurance Proceeds. Such cooperation shall include, but is not limited to, Pfizer making its books, records, employees, agents, and professionals reasonably available to Quigley and/or the Asbestos PI Trust during normal business hours on not less than five (5) Business Days' notice. Pfizer shall have the right to require Quigley and/or the Asbestos PI Trust to execute a confidentiality agreement satisfactory to Pfizer prior to Pfizer providing Quigley and/or the Asbestos PI Trust with any information pursuant to this Paragraph 5. Quigley and/or the Asbestos PI Trust shall reimburse Pfizer for its reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees and consultants' fees) incurred in connection with this Paragraph 5. Such reimbursement shall be paid promptly within twenty (20) days following a request for reimbursement accompanied by appropriate documentation.

To the fullest extent commercially reasonable, Quigley shall provide Pfizer with such cooperation as Pfizer may request in connection with Pfizer's recovery of any insurance coverage. Such cooperation shall include, but is not limited to, Quigley making its books, records, employees, agents, and professionals reasonably available to Pfizer during normal business hours on not less than five (5) Business Days' notice. Quigley shall have the right to require Pfizer to execute a confidentiality agreement satisfactory to Quigley prior to Quigley providing Pfizer with any information pursuant to this Paragraph 5. Pfizer shall reimburse Quigley for its reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees and consultants' fees) incurred in connection with this Paragraph 5. Such reimbursement shall be paid promptly within twenty (20) days following a request for reimbursement accompanied by appropriate documentation.

6. Entire Agreement. This Agreement, the Plan, the other Plan Documents, and the Confirmation Order shall constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof and supercede all prior agreements and understandings, oral or written, between the Parties relating to the subject matter of this Agreement. 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 Agreement or alter its terms. This Agreement shall have perpetual existence, except as otherwise provided herein.

7. Amendment, Modification and Waiver. No amendment or modification of this Agreement shall be valid unless it is made in writing and signed by the Parties. If required by law at the time such an amendment or modification is made, Bankruptcy Court approval shall also be required for an amendment or modification to be valid. No waiver of any provision of this Agreement, nor consent to any departure from the terms thereof, shall be effective unless it

is in writing and signed by an authorized representative of the Party affected thereby and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

8. Governing Law. This Agreement, its validity, interpretation, and application, and the rights and obligations of the Parties under this Agreement, shall be governed by, and be construed and enforced in accordance with, the substantive laws of the state of New York, without regard to any conflicts of law provisions thereof that would result in the application of the laws of any other jurisdiction.

9. Construction. This Agreement is delivered pursuant to and is subject to the Plan. Nothing contained herein is intended to or shall be construed to modify, alter, amend, expand, interpret, supersede, or otherwise change any of the terms of the Plan. In the event of any conflict between the terms of the Plan and the terms of this Agreement, the terms of the Plan shall prevail.

10. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement pursuant to a judicial or tribunal decree shall not affect the validity or enforceability of any other provision of this Agreement and all other provisions of this Agreement shall remain in full force and effect.

11. Schedules. Pfizer and Quigley hereby agree that: (a) Schedule 1 hereto is a complete and accurate listing of the Shared Asbestos Insurance Policies, which is one and the same as Exhibit C to the Plan; (b) Schedule 2 hereto is a complete and accurate listing of the Insurance Settlement Agreements, which is one and the same as Exhibit F to the Plan, except that Schedule 2 does not include the AIG Companies or the AIG Insurance Settlement Agreement; (c) Schedule 3 hereto is a complete and accurate listing of the Shared Asbestos-Excluded Insurance Policies, which is one and the same as Exhibit D to the Plan; (d) Schedule 4 hereto is a complete and accurate listing of the Shared Asbestos-Excluded Claims Made Policies, which is one and the same as Exhibit E to the Plan; and (e) Schedule 5 hereto is a complete and accurate listing of the Pfizer Insurance Receivables.

12. Authority to Bind. Pfizer represents and warrants that the individual executing this Agreement on behalf of Pfizer has corporate authority to bind Pfizer. Quigley represents and warrants that the individual executing this Agreement on behalf of Quigley has corporate authority to bind Quigley, subject to Bankruptcy Court approval, as necessary.

13. Counterparts. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, and all of which counterparts taken together shall constitute one and the same agreement. The Parties further agree that counterparts to this Agreement may be delivered by facsimile.

IN WITNESS WHEREOF, the Parties have caused this INSURANCE RELINQUISHMENT AGREEMENT, consisting of six (6) pages and five (5) attachments to be executed by their respective duly authorized representatives.

QUIGLEY COMPANY, INC.

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

PFIZER INC.

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

**Schedule 1**

**Shared Asbestos Insurance Policies \***

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\*The inclusion, exclusion or classification of any insurance policy on this Schedule to the Insurance Relinquishment Agreement does not constitute a determination as to whether any particular insurance policy provides coverage for any Claim or a waiver of any position of any Entity with respect to any coverage defense. As and to the extent provided in the Plan, all applicable Asbestos PI Insurer Coverage Defenses are preserved with respect to all such policies.

Exhibit B-3 Page 344 of 345  
**SCHEDULE 1-A TO THE INSURANCE RELINQUISHMENT AGREEMENT**  
**SHARED ASBESTOS INSURANCE POLICIES**  
**ISSUED BY SOLVENT INSURERS**

Insurer	Policy Number	Start Date	End Date	Remaining Products/Completed Operations Coverage
Aetna Casualty and Surety Co.	01XN141WC *	10/1/70	10/1/71	\$3,000,000
Aetna Casualty and Surety Co.	01XN4467WCA	10/1/84	10/1/85	\$20,000,000
Aetna Casualty and Surety Co.	01XN4466WCA	10/1/84	10/1/85	\$10,000,000
Aetna Casualty and Surety Co.	01XN4465WCA	10/1/84	10/1/85	\$8,000,000
Affiliated Factory Mutual Insurance Co.	9027289T(A)	10/1/77	10/1/78	\$507,500
Allianz Insurance Co.	UMB599618	10/1/79	10/1/80	\$4,991,667
Allianz Insurance Co.	XL559510	10/1/81	10/1/82	\$4,991,667
Allianz Underwriters Inc.	AUX5200193	10/1/80	10/1/81	\$4,991,667
Assurances Generales De France	UAP65-19-703G(A)	10/1/83	10/1/84	\$400,000
Assurances Generales De France	UAP65-19-703G(B)	10/1/84	10/1/85	\$500,000
Atlanta International Insurance Co.	XL 06184	10/1/83	10/1/84	\$1,000,000
Atlanta International Insurance Co.	XL 06316	10/1/84	10/1/85	\$1,000,000
Caisse Industrielle d'Assurance Mutuelle	9027289T(A)	10/1/77	10/1/78	\$72,500
Caisse Industrielle d'Assurance Mutuelle	9027289T(B)	10/1/78	10/1/79	\$62,500
Centennial Insurance Co.	462018417	10/1/78	10/1/79	\$1,400,000
Colonia Versicherung Aktiengesellschaft	98230200004	10/1/78	10/1/79	\$2,500,000
Continental Casualty Co.	RDX9255350(B)	10/1/67	10/1/68	\$1,000,000
Continental Casualty Co.	RDX9160814(A)	10/1/67	10/1/68	\$127,576
Continental Insurance Co.	SRX1591800[b]	10/1/82	10/1/83	\$3,000,000
Continental Insurance Co.	SRX1591800[a]	10/1/82	10/1/83	\$2,000,000
Continental Insurance Co.	SRX1592064[b]	10/1/83	10/1/84	\$5,000,000
Continental Insurance Co.	SRX1592064[a]	10/1/83	10/1/84	\$3,000,000
Drake Insurance Co. of New York	XL01401	10/1/76	10/1/77	\$500,000
Employers Insurance Co. of Wausau	5734-00-200381	10/1/83	10/1/84	\$7,000,000
Employers Insurance Co. of Wausau	5734-00-200557	10/1/83	10/1/84	\$6,000,000
Employers Insurance Co. of Wausau	5734-00-200552	10/1/83	10/1/84	\$2,000,000
Employers Surplus Lines Insurance Co.	S1604452(A)	10/1/67	10/1/68	\$2,636,066
Employers Surplus Lines Insurance Co.	S1603741(B)	10/1/67	10/1/68	\$2,000,000
Employers Surplus Lines Insurance Co.	S1602097(C)	10/1/67	10/1/68	\$1,000,000
Employers Surplus Lines Insurance Co.	S1603741(C)	10/1/68	10/1/69	\$380,897
Florists Mutual Insurance Co.	UMF0021NY	10/1/83	10/1/84	\$3,000,000
Florists Mutual Insurance Co.	UMF0019NY	10/1/83	10/1/84	\$870,000
Florists Mutual Insurance Co.	UMF0020NY	10/1/83	10/1/84	\$1,000,000
Government Employees Insurance Co.	GXU30061	10/1/81	10/1/82	\$6,000,000
Group Ancienne Mutuelle	9.992.758	10/1/79	10/1/80	\$500,000
Group Ancienne Mutuelle	5640651	10/1/80	10/1/81	\$500,000
Guildhall Insurance Co.	7930-87-66(A)	10/1/82	10/1/83	\$1,950,000
Guildhall Insurance Co.	7930-87-66(B)	10/1/83	10/1/84	\$1,950,000
Haftpflichtverband der Deutschen Industrie, V.a.G.	EMIL PREUSS	10/1/79	10/1/80	\$871,667
Haftpflichtverband der Deutschen Industrie, V.a.G.	EMIL PREUSS	10/1/80	10/1/81	\$871,667
Haftpflichtverband der Deutschen Industrie, V.a.G.	EMIL PREUSS	10/1/81	10/1/82	\$871,667
Haftpflichtverband der Deutschen Industrie, V.a.G.	EMIL PREUSS	10/1/82	10/1/83	\$871,667
Haftpflichtverband der Deutschen Industrie, V.a.G.	EMIL PREUSS	10/1/83	10/1/84	\$871,667
Haftpflichtverband der Deutschen Industrie, V.a.G.	EMIL PREUSS	10/1/84	10/1/85	\$871,667
Industrial Indemnity Insurance Co.	JE8843452	10/1/84	10/1/85	\$4,850,000
International Insurance Co.	FTZ20373	10/1/83	10/1/84	\$5,000,000
International Insurance Co.	FTZ20608	10/1/84	10/1/85	\$6,000,000
International Insurance Co.	FTZ20607	10/1/84	10/1/85	\$5,000,000
International Insurance Co.	FTZ20606	10/1/84	10/1/85	\$7,000,000
Korean Reinsurance Corp.	90544120000(A)	2/11/69	10/1/69	\$100,000
Korean Reinsurance Corp.	90544110000(A)	2/11/69	10/1/69	\$200,000
Korean Reinsurance Corp.	90544110000(B)	10/1/69	10/1/70	\$200,000
Korean Reinsurance Corp.	90544120000(B)	10/1/69	10/1/70	\$100,000
La Preservatrice Fonciere Tiard	UAP3116981	10/1/80	10/1/81	\$200,000
La Preservatrice Fonciere Tiard	UAP9029260(A)	10/1/81	10/1/82	\$200,000
La Preservatrice Fonciere Tiard	UAP9029260(B)	10/1/82	10/1/83	\$308,000
Le Secours	9027289T(A)	10/1/77	10/1/78	\$200,000
Le Secours	9027289T(B)	10/1/78	10/1/79	\$200,000
Lilloise d'Assurances et de Reassurances	9.029.260L	10/1/79	10/1/80	\$17,566
Lilloise d'Assurances et de Reassurances	UAP3116981	10/1/80	10/1/81	\$200,000
Lilloise d'Assurances et de Reassurances	UAP9029260(A)	10/1/81	10/1/82	\$200,000
Lilloise d'Assurances et de Reassurances	UAP9029260(B)	10/1/82	10/1/83	\$44,000

## Exhibit B Page 342 of 345

**SCHEDULE 1-A TO THE INSURANCE RELINQUISHMENT AGREEMENT  
SHARED ASBESTOS INSURANCE POLICIES  
ISSUED BY SOLVENT INSURERS**

Insurer	Policy Number	Start Date	End Date	Remaining Products/Completed Operations Coverage
London Guarantee and Accident Co. of NY	LX2107900	10/1/83	10/1/84	\$10,000,000
Mead Reinsurance Corp.	XL1060	10/1/79	10/1/80	\$1,000,000
Mead Reinsurance Corp.	XL1542	10/1/81	10/1/82	\$2,000,000
Motor Vehicle Casualty Co.	M7046796	10/1/81	10/1/82	\$1,000,000
Mutuelle Generale Francaise	9027289T(B)	10/1/78	10/1/79	\$250,000
Mutuelle Generale Francaise	9.029.260L	10/1/79	10/1/80	\$200,000
Mutuelles Unis	5702371	10/1/81	10/1/82	\$500,000
Mutuelles Unis	15-028-742	10/1/82	10/1/83	\$500,000
Mutuelles Unis	15-037-915(A)	10/1/83	10/1/84	\$500,000
Mutuelles Unis	15-037-915(B)	10/1/84	10/1/85	\$500,000
National Casualty Co.	XU000031	10/1/82	10/1/83	\$4,000,000
National Casualty Co.	XU000066	10/1/83	10/1/84	\$1,000,000
New England Insurance Co.	NE00096	10/1/84	10/1/85	\$2,500,000
Northbrook Excess and Surplus Insurance Co.	63007189 **	10/1/80	10/1/81	\$10,000,000
Northbrook Excess and Surplus Insurance Co.	63007190 **	10/1/80	10/1/81	\$10,000,000
Northbrook Indemnity Co.	63007227 **	10/1/80	10/1/81	\$2,000,000
Northbrook Indemnity Co.	900018 **	10/1/81	10/1/82	\$8,500,000
Old Republic Insurance Co.	OZX-11691[c]	10/1/81	10/1/82	\$3,991,803
Puritan Insurance Co.	ML652238[c]	10/1/79	10/1/80	\$4,000,000
Puritan Insurance Co.	ML652238[b]	10/1/79	10/1/80	\$29,708
Puritan Insurance Co.	ML653113[c]	10/1/80	10/1/81	\$4,000,000
Royal Indemnity Co.	ED101515[a]	10/1/82	10/1/83	\$6,000,000
Royal Indemnity Co.	ED101515[b]	10/1/82	10/1/83	\$2,000,000
Royal Indemnity Co.	ED102250[b]	10/1/83	10/1/84	\$800,000
Royal Indemnity Co.	ED102250[c]	10/1/83	10/1/84	\$6,000,000
Royal Indemnity Co.	ED102250[d]	10/1/83	10/1/84	\$2,000,000
Royal Indemnity Co. (Hartford Group)	RED100036	10/1/82	10/1/83	\$5,000,000
Royal Indemnity Co. (Hartford Group)	RED100035	10/1/82	10/1/83	\$5,000,000
Royal Indemnity Co. (Hartford Group)	RED100034	10/1/82	10/1/83	\$5,000,000
Royal Indemnity Co. (Hartford Group)	RED100033	10/1/82	10/1/83	\$1,480,000
Royal Indemnity Co. (Hartford Group)	RED102460	10/1/83	10/1/84	\$4,740,000
Royal Indemnity Co. (Hartford Group)	RED102461	10/1/83	10/1/84	\$5,000,000
Royal Indemnity Co. (Hartford Group)	RED102462	10/1/83	10/1/84	\$5,000,000
Transamerica Insurance Co.	USL13397890	10/1/84	10/1/85	\$2,000,000
Twin City Fire Insurance Co.	TXS103141[c]	10/1/83	10/1/84	\$4,000,000
Twin City Fire Insurance Co.	TXS103141[b]	10/1/83	10/1/84	\$3,000,000
Twin City Fire Insurance Co.	TXS103141[a]	10/1/83	10/1/84	\$2,850,000
Union des Assurances de Paris	9027289T(A)	10/1/77	10/1/78	\$1,000,000
Union des Assurances de Paris	9027289T(B)	10/1/78	10/1/79	\$1,000,000
Union des Assurances de Paris	9.029.260L	10/1/79	10/1/80	\$1,600,000
Union des Assurances de Paris	EMIL PREUSS	10/1/79	10/1/80	\$2,000,000
Union des Assurances de Paris	EMIL PREUSS	10/1/80	10/1/81	\$2,000,000
Union des Assurances de Paris	UAP3116981	10/1/80	10/1/81	\$1,600,000
Union des Assurances de Paris	EMIL PREUSS	10/1/81	10/1/82	\$2,000,000
Union des Assurances de Paris	UAP9029260(A)	10/1/81	10/1/82	\$1,600,000
Union des Assurances de Paris	UAP9029260(B)	10/1/82	10/1/83	\$1,408,000
Union des Assurances de Paris	UAP65-19-703G(A)	10/1/83	10/1/84	\$1,600,000
Union des Assurances de Paris	UAP65-19-703G(B)	10/1/84	10/1/85	\$600,000

\* Policy existence in dispute and reserved in Wellington Agreement

\*\* Remaining Products/Completed Operations Coverage subject to potential adjustment pursuant to Section VI of the Settlement Agreement Between and Among Pfizer Inc., Quigley Company, Inc. and Allstate Insurance Company Concerning Asbestos-Related Bodily Injury Claims effective June 1, 1999, as amended in or around April, 2004, pursuant to an Addendum to Settlement Agreement Between and Among Pfizer Inc., Quigley Company, Inc. and Allstate Insurance Company Concerning Asbestos-Related Bodily Injury Claims.

All capitalized terms used in this Schedule 1-A to the Insurance Relinquishment Agreement shall have the meanings ascribed to them in the Plan. This Schedule 1-A is qualified in its entirety by reference to the Plan.

**SCHEDULE 1-B TO THE INSURANCE RELINQUISHMENT AGREEMENT  
SHARED ASBESTOS INSURANCE POLICIES ISSUED BY INSOLVENT INSURERS**

<b>Insurer</b>	<b>Policy Number</b>	<b>Start Date</b>	<b>End Date</b>	<b>Original Products/Completed Operations Coverage</b>
Andrew Weir Insurance Co. Ltd.	C/L67E8161(A)	10/1/67	10/1/68	\$267,873
Andrew Weir Insurance Co. Ltd.	L67E8161A(A)	10/1/67	10/1/68	\$24,650
Andrew Weir Insurance Co. Ltd.	L67E8161A(A)	10/1/67	10/1/68	\$175,568
Andrew Weir Insurance Co. Ltd.	635/65/11618/1/BB402218(D)	10/1/67	10/1/68	\$343,750
Andrew Weir Insurance Co. Ltd.	C/L67E8161(B)	10/1/68	10/1/69	\$267,873
Andrew Weir Insurance Co. Ltd.	L67E8161A(B)	10/1/68	10/1/69	\$24,650
Andrew Weir Insurance Co. Ltd.	L67E8161A(B)	10/1/68	10/1/69	\$175,568
Andrew Weir Insurance Co. Ltd.	C/L67E8161(C)	10/1/69	10/1/70	\$267,873
Andrew Weir Insurance Co. Ltd.	L67E8161A(C)	10/1/69	10/1/70	\$24,650
Andrew Weir Insurance Co. Ltd.	L67E8161A(C)	10/1/69	10/1/70	\$175,568
Andrew Weir Insurance Co. Ltd.	545/FUL078325 (A)	10/1/70	10/1/71	\$100,425
Andrew Weir Insurance Co. Ltd.	545/FUL078325 (B)	10/1/71	11/30/71	\$16,738
Andrew Weir Insurance Co. Ltd.	FUL078783	12/1/71	10/1/72	\$82,050
Andrew Weir Insurance Co. Ltd.	545FUL079054 (A)	10/1/72	10/1/73	\$99,400
Beacon Insurance Co.	NX0165462	10/1/80	10/1/81	\$1,000,000
Bercanus Insurance Co., Ltd.	BX404278	10/1/78	10/1/79	\$2,000,000
Bercanus Insurance Co., Ltd.	BX404279	10/1/79	10/1/80	\$1,000,000
Bermuda Fire & Marine Insurance Co.	545/FUL078325 (A)	10/1/70	10/1/71	\$62,498
Bermuda Fire & Marine Insurance Co.	545/FUL078327 (A)	10/1/70	10/1/71	\$31,250
Bermuda Fire & Marine Insurance Co.	545/FUL078325 (B)	10/1/71	11/30/71	\$10,416
Bermuda Fire & Marine Insurance Co.	545/FUL078327 (B)	10/1/71	11/30/71	\$5,208
Bermuda Fire & Marine Insurance Co.	FUL078783	12/1/71	10/1/72	\$36,600
Bermuda Fire & Marine Insurance Co.	FUL078784	12/1/71	10/1/72	\$14,879
Bermuda Fire & Marine Insurance Co.	77DD2215	10/1/77	10/1/78	\$160,000
Bermuda Fire & Marine Insurance Co.	77DD2216	10/1/77	10/1/78	\$62,500
Bermuda Fire & Marine Insurance Co.	79DD219C	10/1/78	10/1/79	\$458,400
Bermuda Fire & Marine Insurance Co.	79DD219C	10/1/78	10/1/79	\$500,160
Bermuda Fire & Marine Insurance Co.	79DD221C	10/1/78	10/1/79	\$140,977
Bermuda Fire & Marine Insurance Co.	79DD221C	10/1/78	10/1/79	\$460,681
Bermuda Fire & Marine Insurance Co.	799DD2099C	10/1/79	10/1/80	\$497,000
Bermuda Fire & Marine Insurance Co.	799DD2099C	10/1/79	10/1/80	\$499,500
Bermuda Fire & Marine Insurance Co.	5435561980	10/1/80	10/1/81	\$439,200
Bermuda Fire & Marine Insurance Co.	5435561980	10/1/80	10/1/81	\$500,000
Bermuda Fire & Marine Insurance Co.	56550/81	10/1/81	10/1/82	\$459,500
British National Insurance Co. Ltd.	C/L67E8161(A)	10/1/67	10/1/68	\$153,000
British National Insurance Co. Ltd.	L67E8161A(A)	10/1/67	10/1/68	\$24,650
British National Insurance Co. Ltd.	635/67/11618/2/B09448 (B)	10/1/67	10/1/68	\$1,000,000
British National Insurance Co. Ltd.	C/L67E8161(B)	10/1/68	10/1/69	\$153,000
British National Insurance Co. Ltd.	L67E8161A(B)	10/1/68	10/1/69	\$24,650
British National Insurance Co. Ltd.	L/C68E10166 (A) 65116185	10/1/68	10/1/69	\$99,910
British National Insurance Co. Ltd.	635/67/11618/2/B09448 (C)	10/1/68	10/1/69	\$1,000,000
British National Insurance Co. Ltd.	L/C68E10166 (B) 65116185	10/1/69	10/1/70	\$99,910
Bryanston Insurance Co. Ltd.	799DD2099C	10/1/79	10/1/80	\$292,000
Bryanston Insurance Co. Ltd.	5435561980	10/1/80	10/1/81	\$258,750
Bryanston Insurance Co. Ltd.	56550/81	10/1/81	10/1/82	\$287,500
Citizens Casualty Co. of New York	XP8323(A)	10/1/67	10/1/68	\$1,000,000
Citizens Casualty Co. of New York	XP8323(B)	10/1/68	10/1/69	\$1,000,000
Citizens Casualty Co. of New York	XP8323(C)	10/1/69	10/1/70	\$1,000,000
City Insurance Co.	HEC9693654	10/1/77	10/1/78	\$3,500,000
City Insurance Co.	HEC9693655	10/1/77	10/1/78	\$3,000,000
City Insurance Co.	HEC9694238	10/1/78	3/2/79	\$3,500,000
City Insurance Co.	HEC9694241	10/1/78	10/1/79	\$1,000,000
City Insurance Co.	HEC9694249	10/1/78	10/1/79	\$2,000,000
City Insurance Co.	HEC9825650	10/1/78	10/1/79	\$3,000,000
City Insurance Co.	HEC9826285	10/1/79	10/1/80	\$5,000,000
City Insurance Co.	HEC9826283	10/1/79	10/1/80	\$2,000,000
City Insurance Co.	HEC9826286	10/1/79	10/1/80	\$5,000,000
City Insurance Co.	HEC9826284	10/1/79	10/1/80	\$5,500,000
City Insurance Co.	HEC9902986	10/1/80	10/1/81	\$5,000,000

**SCHEDULE 1-B TO THE INSURANCE RELINQUISHMENT AGREEMENT  
SHARED ASBESTOS INSURANCE POLICIES ISSUED BY INSOLVENT INSURERS**

<b>Insurer</b>	<b>Policy Number</b>	<b>Start Date</b>	<b>End Date</b>	<b>Original Products/Completed Operations Coverage</b>
City Insurance Co.	HEC9902984	10/1/80	10/1/81	\$2,000,000
City Insurance Co.	HEC9902985	10/1/80	10/1/81	\$5,000,000
City Insurance Co.	HEC9902983	10/1/80	10/1/81	\$5,500,000
City Insurance Co.	HEC1198734	10/1/81	10/1/82	\$5,000,000
City Insurance Co.	HEC1198735	10/1/81	10/1/82	\$5,500,000
City Insurance Co.	HEC1198736	10/1/81	10/1/82	\$7,000,000
Colonial Assurance Co.	CGL226572	10/1/76	10/1/77	\$500,000
Colonial Assurance Co.	CGL226776	10/1/77	10/1/78	\$500,000
Compagnie Europeene de Reassurance	9027289T(B)	10/1/78	10/1/79	\$192,500
Dart Insurance Co. Ltd. n/k/a Kingscroft Insurance Co. Ltd.	77DD2215	10/1/77	10/1/78	\$123,040
Dart Insurance Co. Ltd. n/k/a Kingscroft Insurance Co. Ltd.	77DD2216	10/1/77	10/1/78	\$48,000
Dart Insurance Co. Ltd. n/k/a Kingscroft Insurance Co. Ltd.	79DD219C	10/1/78	10/1/79	\$404,640
Dart Insurance Co. Ltd. n/k/a Kingscroft Insurance Co. Ltd.	79DD221C	10/1/78	10/1/79	\$124,166
Dart Insurance Co. Ltd. n/k/a Kingscroft Insurance Co. Ltd.	799DD2099C	10/1/79	10/1/80	\$584,500
Dart Insurance Co. Ltd. n/k/a Kingscroft Insurance Co. Ltd.	5435561980	10/1/80	10/1/81	\$595,350
Dart Insurance Co. Ltd. n/k/a Kingscroft Insurance Co. Ltd.	56550/81	10/1/81	10/1/82	\$919,500
El Paso Insurance Co. Ltd.	79DD219C	10/1/78	10/1/79	\$188,640
El Paso Insurance Co. Ltd.	79DD221C	10/1/78	10/1/79	\$58,101
El Paso Insurance Co. Ltd.	799DD2099C	10/1/79	10/1/80	\$292,000
El Paso Insurance Co. Ltd.	5435561980	10/1/80	10/1/81	\$258,300
El Paso Insurance Co. Ltd.	56550/81	10/1/81	10/1/82	\$445,500
English & American Insurance Co. Ltd.	C/L67E8161(A)	10/1/67	10/1/68	\$111,488
English & American Insurance Co. Ltd.	C/L67E8161(A)	10/1/67	10/1/68	\$133,787
English & American Insurance Co. Ltd.	L67E8161A(A)	10/1/67	10/1/68	\$87,686
English & American Insurance Co. Ltd.	635/67/11618/2/B09448 (B)	10/1/67	10/1/68	\$83,333
English & American Insurance Co. Ltd.	C/L67E8161(B)	10/1/68	10/1/69	\$111,488
English & American Insurance Co. Ltd.	C/L67E8161(B)	10/1/68	10/1/69	\$133,787
English & American Insurance Co. Ltd.	L67E8161A(B)	10/1/68	10/1/69	\$87,686
English & American Insurance Co. Ltd.	C/L67E8161(C)	10/1/69	10/1/70	\$111,488
English & American Insurance Co. Ltd.	C/L67E8161(C)	10/1/69	10/1/70	\$133,787
English & American Insurance Co. Ltd.	L67E8161A(C)	10/1/69	10/1/70	\$87,686
English & American Insurance Co. Ltd.	545/FUL078325 (A)	10/1/70	10/1/71	\$100,425
English & American Insurance Co. Ltd.	545/FUL078325 (B)	10/1/71	11/30/71	\$16,738
English & American Insurance Co. Ltd.	FUL078783	12/1/71	10/1/72	\$61,575
English & American Insurance Co. Ltd.	545FUL079054 (A)	10/1/72	10/1/73	\$49,700
English & American Insurance Co. Ltd.	545FUL079054 (B)	10/1/73	10/1/74	\$49,700
Great Atlantic Insurance Co.	Unknown	5/1/79	10/1/79	\$1,000,000
Home Insurance Co.	HEC9544065(D)	10/1/67	10/1/68	\$3,000,000
Home Insurance Co.	HEC9557962(B)	10/1/67	10/1/68	\$3,250,000
Home Insurance Co.	HEC9304815(A)	10/1/68	10/1/69	\$3,000,000
Home Insurance Co.	HEC9557962(C)	10/1/68	10/1/69	\$3,250,000
Home Insurance Co.	HEC9304815(B)	10/1/69	10/1/70	\$3,000,000
Home Insurance Co.	HEC9792923	10/1/70	10/1/71	\$5,000,000
Home Insurance Co.	HEC9304815(C)	10/1/70	10/1/71	\$3,000,000
Home Insurance Co.	HEC4165804	10/1/71	10/1/72	\$1,500,000
Home Insurance Co.	HEC9794909	10/1/71	10/1/72	\$3,925,000
Home Insurance Co.	HEC4428564	10/1/72	10/1/73	\$5,000,000
Home Insurance Co.	HEC4356556(A)	10/1/72	10/1/73	\$10,000,000
Home Insurance Co.	HEC4763976(A)	10/1/73	10/1/74	\$5,000,000
Home Insurance Co.	HEC4356556(B)	10/1/73	10/1/74	\$10,000,000
Home Insurance Co.	HEC4763976(B)	10/1/74	10/1/75	\$5,000,000
Home Insurance Co.	HEC4356556(C)	10/1/74	10/1/75	\$10,000,000
Home Insurance Co.	HEC4763976(C)	10/1/75	10/1/76	\$4,500,000
Home Insurance Co.	HEC9006900	10/1/75	10/1/76	\$10,000,000
Home Insurance Co.	HEC9328635	10/1/76	10/1/77	\$3,000,000
Home Insurance Co.	HEC9328639	10/1/76	10/1/77	\$3,500,000
Home Insurance Co.	HEC9329037	10/1/76	10/1/77	\$1,000,000
Home Insurance Co.	HEC9320937	10/1/77	10/1/78	\$750,000
Home Insurance Co.	HEC1199864	10/1/82	10/1/83	\$7,000,000
Home Insurance Co.	HEC1199866	10/1/82	10/1/83	\$5,000,000
Home Insurance Co.	HEC1199865	10/1/82	10/1/83	\$5,500,000

**SCHEDULE 1-B TO THE INSURANCE RELINQUISHMENT AGREEMENT  
SHARED ASBESTOS INSURANCE POLICIES ISSUED BY INSOLVENT INSURERS**

<b>Insurer</b>	<b>Policy Number</b>	<b>Start Date</b>	<b>End Date</b>	<b>Original Products/Completed Operations Coverage</b>
Home Insurance Co.	HEC1203817	10/1/83	10/1/84	\$7,000,000
Home Insurance Co.	HEC1203816	10/1/83	10/1/84	\$5,500,000
Home Insurance Co.	HEC1203815	10/1/83	10/1/84	\$5,000,000
Ideal Mutual Insurance Co.	0005[a]	10/1/79	10/1/80	\$500,000
Ideal Mutual Insurance Co.	0005[b]	10/1/79	10/1/80	\$500,000
Ideal Mutual Insurance Co.	0039[a]	10/1/80	10/1/81	\$500,000
Ideal Mutual Insurance Co.	0039[b]	10/1/80	10/1/81	\$500,000
Ideal Mutual Insurance Co.	0081[a]	10/1/81	10/1/82	\$500,000
Ideal Mutual Insurance Co.	0081[b]	10/1/81	10/1/82	\$2,500,000
Ideal Mutual Insurance Co.	0121[a]	10/1/82	10/1/83	\$500,000
Ideal Mutual Insurance Co.	0121[b]	10/1/82	10/1/83	\$2,500,000
Ideal Mutual Insurance Co.	0171[a]	10/1/83	10/1/84	\$500,000
Ideal Mutual Insurance Co.	0171[b]	10/1/83	10/1/84	\$2,500,000
Integrity Insurance Co.	XL200440	10/1/78	10/1/79	\$1,000,000
Integrity Insurance Co.	XL201386	10/1/79	10/1/80	\$2,000,000
Integrity Insurance Co.	XL201567	10/1/80	10/1/81	\$3,000,000
Integrity Insurance Co.	XL203532	10/1/81	10/1/82	\$3,000,000
The London & Overseas Insurance Co. Ltd.	C/L67E8161(A)	10/1/67	10/1/68	\$200,980
The London & Overseas Insurance Co. Ltd.	L67E8161A(A)	10/1/67	10/1/68	\$131,725
The London & Overseas Insurance Co. Ltd.	L67E8161A(A)	10/1/67	10/1/68	\$147,900
The London & Overseas Insurance Co. Ltd.	635/65/11618/1/BB402218(D)	10/1/67	10/1/68	\$343,750
The London & Overseas Insurance Co. Ltd.	635/67/11618/2/B09448 (B)	10/1/67	10/1/68	\$125,000
The London & Overseas Insurance Co. Ltd.	C/L67E8161(B)	10/1/68	10/1/69	\$200,980
The London & Overseas Insurance Co. Ltd.	L67E8161A(B)	10/1/68	10/1/69	\$131,725
The London & Overseas Insurance Co. Ltd.	L67E8161A(B)	10/1/68	10/1/69	\$147,900
The London & Overseas Insurance Co. Ltd.	635/67/11618/2/B09448 (C)	10/1/68	10/1/69	\$125,000
The London & Overseas Insurance Co. Ltd.	C/L67E8161(C)	10/1/69	10/1/70	\$200,980
The London & Overseas Insurance Co. Ltd.	L67E8161A(C)	10/1/69	10/1/70	\$131,725
The London & Overseas Insurance Co. Ltd.	L67E8161A(C)	10/1/69	10/1/70	\$147,900
Louisville Insurance Co. Ltd. n/k/a Lime Street Insurance Co. Ltd.	5435561980	10/1/80	10/1/81	\$310,500
Louisville Insurance Co. Ltd. n/k/a Lime Street Insurance Co. Ltd.	56550/81	10/1/81	10/1/82	\$345,000
Midland Insurance Co.	XL1849	10/1/70	10/1/71	\$200,000
Midland Insurance Co.	XL2803	10/1/70	10/1/71	\$250,000
Midland Insurance Co.	XL1851	10/1/71	10/1/72	\$1,000,000
Midland Insurance Co.	SL590006(A)	10/1/71	4/1/72	\$200,000
Midland Insurance Co.	XL1850	10/1/71	10/1/72	\$1,000,000
Midland Insurance Co.	SL590006(B)	4/1/72	10/1/72	\$475,000
Midland Insurance Co.	SL590231	10/1/72	10/1/73	\$1,500,000
Midland Insurance Co.	XL1110170159731(A)	10/1/72	10/1/73	\$2,000,000
Midland Insurance Co.	1113170150734(A)	10/1/73	10/1/74	\$1,500,000
Midland Insurance Co.	XL1110170159731(B)	10/1/73	10/1/74	\$2,000,000
Midland Insurance Co.	1113170150734(B)	10/1/74	10/1/75	\$1,500,000
Midland Insurance Co.	XL1110170159731(C)	10/1/74	10/1/75	\$2,000,000
Midland Insurance Co.	XL145084(A)	10/1/74	10/1/75	\$24,000,000
Midland Insurance Co.	XL145714	10/1/75	10/1/76	\$1,000,000
Midland Insurance Co.	XL145692	10/1/75	10/1/76	\$2,000,000
Midland Insurance Co.	XL145690	10/1/75	10/1/76	\$1,000,000
Midland Insurance Co.	XL145084(B)	10/1/75	10/1/76	\$24,000,000
Midland Insurance Co.	XL151962	10/1/76	10/1/77	\$4,000,000
Midland Insurance Co.	XL151963	10/1/76	10/1/77	\$5,000,000
Midland Insurance Co.	XL151964	10/1/76	10/1/77	\$2,000,000
Midland Insurance Co.	XL151965	10/1/76	10/1/77	\$4,500,000
Midland Insurance Co.	XL151966	10/1/76	10/1/77	\$5,000,000
Midland Insurance Co.	XL145084(C)	10/1/76	10/1/77	\$24,000,000
Midland Insurance Co.	XL151657	10/1/77	10/1/78	\$3,000,000
Midland Insurance Co.	XL151658	10/1/77	10/1/78	\$2,000,000
Midland Insurance Co.	XL148492	10/1/77	10/1/78	\$1,250,000
Midland Insurance Co.	XL160162	10/1/78	10/1/79	\$4,500,000
Midland Insurance Co.	XL160166	10/1/78	10/1/79	\$1,000,000
Midland Insurance Co.	XL153060	10/1/79	10/1/80	\$4,500,000
Midland Insurance Co.	XL153061	10/1/79	10/1/80	\$500,000

**SCHEDULE 1-B TO THE INSURANCE RELINQUISHMENT AGREEMENT  
SHARED ASBESTOS INSURANCE POLICIES ISSUED BY INSOLVENT INSURERS**

<b>Insurer</b>	<b>Policy Number</b>	<b>Start Date</b>	<b>End Date</b>	<b>Original Products/Completed Operations Coverage</b>
Midland Insurance Co.	XL713016	10/1/80	10/1/81	\$4,500,000
Midland Insurance Co.	XL713017	10/1/80	10/1/81	\$500,000
Midland Insurance Co.	XL724567	10/1/81	10/1/82	\$5,000,000
Midland Insurance Co.	XL724568	10/1/81	10/1/82	\$2,000,000
Midland Insurance Co.	XL724569	10/1/81	10/1/82	\$3,000,000
Midland Insurance Co.	XL749137	10/1/83	10/1/84	\$5,000,000
Midland Insurance Co.	XL770672	10/1/84	10/1/85	\$4,500,000
Midland Insurance Co.	XL770673	10/1/84	10/1/85	\$1,950,000
Midland Insurance Co.	XL770671	10/1/84	10/1/85	\$2,000,000
Midland Insurance Co.	XL770670	10/1/84	10/1/85	\$4,000,000
Midland Property & Casualty Co.	XL802057	10/1/83	10/1/84	\$1,000,000
Mission Insurance Co.	M830560	10/1/75	10/1/76	\$4,000,000
Mission Insurance Co.	M877509	10/1/81	10/1/82	\$1,000,000
Mission Insurance Co.	M877506	10/1/81	10/1/82	\$4,000,000
Mission Insurance Co.	M888753	10/1/83	10/1/84	\$1,000,000
Mission Insurance Co.	M888752	10/1/83	10/1/84	\$4,000,000
Mission Insurance Co.	M890532	10/1/84	10/1/85	\$4,000,000
Mutual Reinsurance Co. Ltd.	77DD2215	10/1/77	10/1/78	\$246,240
Mutual Reinsurance Co. Ltd.	77DD2216	10/1/77	10/1/78	\$96,125
Mutual Reinsurance Co. Ltd.	79DD219C	10/1/78	10/1/79	\$485,760
Mutual Reinsurance Co. Ltd.	79DD221C	10/1/78	10/1/79	\$149,235
Mutual Reinsurance Co. Ltd.	799DD2099C	10/1/79	10/1/80	\$526,000
Mutual Reinsurance Co. Ltd.	5435561980	10/1/80	10/1/81	\$465,300
Mutual Reinsurance Co. Ltd.	56550/81	10/1/81	10/1/82	\$517,500
North Atlantic Insurance Co. Ltd.	FUL078784	12/1/71	10/1/72	\$83,333
North Atlantic Insurance Co. Ltd.	545FUL079054 (A)	10/1/72	10/1/73	\$99,400
North Atlantic Insurance Co. Ltd.	545FUL079054 (B)	10/1/73	10/1/74	\$99,400
North Atlantic Insurance Co. Ltd.	545FUL079054 (C)	10/1/74	10/1/75	\$99,400
North Atlantic Insurance Co. Ltd.	545FUL079054 (D)	10/1/75	10/1/76	\$97,500
Northeastern Fire Insurance Co.	226247	5/25/79	10/1/79	\$1,000,000
Northeastern Fire Insurance Co.	230647	10/1/79	10/1/80	\$1,000,000
Orion N/M (The Orion Insurance Co. plc)	C/L67E8161(A)	10/1/67	10/1/68	\$92,707
Orion N/M (The Orion Insurance Co. plc)	L67E8161A(A)	10/1/67	10/1/68	\$73,950
Orion N/M (The Orion Insurance Co. plc)	C/L67E8161(B)	10/1/68	10/1/69	\$92,707
Orion N/M (The Orion Insurance Co. plc)	L67E8161A(B)	10/1/68	10/1/69	\$73,950
Orion N/M (The Orion Insurance Co. plc)	C/L67E8161(C)	10/1/69	10/1/70	\$92,707
Orion N/M (The Orion Insurance Co. plc)	L67E8161A(C)	10/1/69	10/1/70	\$73,950
Orion T (The Orion Insurance Co. plc)	C/L67E8161(A)	10/1/67	10/1/68	\$148,651
Orion T (The Orion Insurance Co. plc)	C/L67E8161(A)	10/1/67	10/1/68	\$214,179
Orion T (The Orion Insurance Co. plc)	L67E8161A(A)	10/1/67	10/1/68	\$140,376
Orion T (The Orion Insurance Co. plc)	L67E8161A(A)	10/1/67	10/1/68	\$737,800
Orion T (The Orion Insurance Co. plc)	635/65/11618/1/BB402218(D)	10/1/67	10/1/68	\$137,500
Orion T (The Orion Insurance Co. plc)	635/65/11618/1/BB402218(D)	10/1/67	10/1/68	\$206,250
Orion T (The Orion Insurance Co. plc)	C/L67E8161(B)	10/1/68	10/1/69	\$148,651
Orion T (The Orion Insurance Co. plc)	C/L67E8161(B)	10/1/68	10/1/69	\$214,179
Orion T (The Orion Insurance Co. plc)	L67E8161A(B)	10/1/68	10/1/69	\$140,376
Orion T (The Orion Insurance Co. plc)	L67E8161A(B)	10/1/68	10/1/69	\$737,800
Orion T (The Orion Insurance Co. plc)	C/L67E8161(C)	10/1/69	10/1/70	\$214,179
Orion T (The Orion Insurance Co. plc)	L67E8161A(C)	10/1/69	10/1/70	\$140,376
Orion T (The Orion Insurance Co. plc)	L67E8161A(C)	10/1/69	10/1/70	\$737,800
Pine Top Insurance Co.	MLP100024[b]	10/1/77	10/1/78	\$1,500,000
Pine Top Insurance Co.	MLP100024[c]	10/1/77	10/1/78	\$500,000
Pine Top Insurance Co.	MLP100024[d]	10/1/77	10/1/78	\$1,500,000
Pine Top Insurance Co.	MLP100024[a]	10/1/77	10/1/78	\$2,000,000
Pine Top Insurance Co.	MLP101235[a]	10/1/78	10/1/79	\$2,000,000
Pine Top Insurance Co.	MLP101235[b]	10/1/78	10/1/79	\$2,000,000
Pine Top Insurance Co.	MLP101235[c]	10/1/78	10/1/79	\$3,000,000
Pine Top Insurance Co.	MLP101235[d]	10/1/78	10/1/79	\$3,000,000
Protective National Insurance Co.	XUB1807209	10/1/82	10/1/83	\$9,000,000
Protective National Insurance Co.	XUB1807255	10/1/83	10/1/84	\$2,000,000
Southern American Insurance Co.	545/FUL078325 (A)	10/1/70	10/1/71	\$50,018
Southern American Insurance Co.	545/FUL078327 (A)	10/1/70	10/1/71	\$25,000

SCHEDULE 1-B TO THE INSURANCE RELINQUISHMENT AGREEMENT  
 SHARED ASBESTOS INSURANCE POLICIES ISSUED BY INSOLVENT INSURERS

Insurer	Policy Number	Start Date	End Date	Original Products/Completed Operations/Coverage
Southern American Insurance Co.	545/FUL078325 (B)	10/1/71	11/30/71	\$8,336
Southern American Insurance Co.	545/FUL078327 (B)	10/1/71	11/30/71	\$4,167
Southern American Insurance Co.	FUL078783	12/1/71	10/1/72	\$29,325
Southern American Insurance Co.	FUL078784	12/1/71	10/1/72	\$11,908
Southern American Insurance Co.	545FUL079054 (A)	10/1/72	10/1/73	\$36,000
Southern American Insurance Co.	545FUL079054 (B)	10/1/73	10/1/74	\$36,000
Southern American Insurance Co.	545FUL079054 (C)	10/1/74	10/1/75	\$36,000
Southern American Insurance Co.	545FUL079054 (D)	10/1/75	10/1/76	\$35,900
Southern American Insurance Co.	04006XX800065	10/1/78	10/1/79	\$500,000
Southern American Insurance Co.	04006XX800070	10/1/78	10/1/79	\$1,000,000
St. Helens	635/65/11618/1/BB402218(D)	10/1/67	10/1/68	\$275,000
St. Louis Fire & Marine Insurance Co.	IXL16846(D)	10/1/67	10/1/68	\$1,000,000
Transit Casualty Co.	SCU955002	12/1/78	10/1/79	\$10,000,000
Transit Casualty Co.	UMB950042	10/1/79	10/1/80	\$5,000,000
Transit Casualty Co.	SCU955279	10/1/79	10/1/80	\$5,000,000
Transit Casualty Co.	UMB950111	10/1/80	10/1/81	\$5,000,000
Transit Casualty Co.	SCU955670	10/1/80	10/1/81	\$5,000,000
Transit Casualty Co.	SCU955671	10/1/80	10/1/81	\$5,000,000
Transit Casualty Co.	UMB950191	10/1/81	10/1/82	\$5,000,000
Transit Casualty Co.	SCU956041	10/1/81	10/1/82	\$2,000,000
Transit Casualty Co.	SCU956042	10/1/81	10/1/82	\$5,000,000
Transit Casualty Co.	SCU956043	10/1/81	10/1/82	\$7,000,000
Transit Casualty Co.	SCU956343	10/1/82	10/1/83	\$2,000,000
Transit Casualty Co.	SCU956342	10/1/82	10/1/83	\$5,000,000
Transit Casualty Co.	SCU956344	10/1/82	10/1/83	\$5,000,000
Transit Casualty Co.	UMB950260	10/1/82	10/1/83	\$10,000,000
Transit Casualty Co.	UMB950324	10/1/83	10/1/84	\$5,000,000
Transit Casualty Co.	SCU956616	10/1/83	10/1/84	\$5,000,000
Transit Casualty Co.	SCU956617	10/1/83	10/1/84	\$5,000,000
Transit Casualty Co.	SCU956619	10/1/83	10/1/84	\$5,000,000
Transit Casualty Co.	SCU956618	10/1/83	10/1/84	\$5,000,000
Transit Casualty Co.	SCU956993	10/1/84	10/1/85	\$4,500,000
Transit Casualty Co.	UMB950420	10/1/84	10/1/85	\$5,000,000
Transit Casualty Co.	SCU956990	10/1/84	10/1/85	\$2,750,000
Transit Casualty Co.	SCU956989	10/1/84	10/1/85	\$2,750,000
Transit Casualty Co.	SCU956991	10/1/84	10/1/85	\$4,500,000
Transit Casualty Co.	SCU956992	10/1/84	10/1/85	\$2,500,000
Union Indemnity Insurance Co.	UF1100042	10/1/78	10/1/79	\$2,000,000
Union Indemnity Insurance Co.	UF1100155	10/1/79	10/1/80	\$2,000,000
Union Indemnity Insurance Co.	UF1100273	10/1/80	10/1/81	\$1,000,000
Union Indemnity Insurance Co.	UF1100645	10/1/81	10/1/82	\$1,000,000
Union Indemnity Insurance Co.	UF1100918	10/1/82	10/1/83	\$1,000,000
Union Indemnity Insurance Co.	UF1101132	10/1/83	10/1/84	\$1,000,000
Walbrook Insurance Co. Ltd.	545FUL079054 (A)	10/1/72	10/1/73	\$427,000
Walbrook Insurance Co. Ltd.	545FUL079054 (B)	10/1/73	10/1/74	\$427,000
Walbrook Insurance Co. Ltd.	545FUL079054 (C)	10/1/74	10/1/75	\$427,000
Walbrook Insurance Co. Ltd.	545FUL079054 (D)	10/1/75	10/1/76	\$419,100
Walbrook Insurance Co. Ltd.	77DD2215	10/1/77	10/1/78	\$393,760
Walbrook Insurance Co. Ltd.	77DD2216	10/1/77	10/1/78	\$153,875
Walbrook Insurance Co. Ltd.	79DD219C	10/1/78	10/1/79	\$998,400
Walbrook Insurance Co. Ltd.	79DD221C	10/1/78	10/1/79	\$306,727
Walbrook Insurance Co. Ltd.	799DD2099C	10/1/79	10/1/80	\$1,198,000
Walbrook Insurance Co. Ltd.	5435561980	10/1/80	10/1/81	\$1,059,750
Walbrook Insurance Co. Ltd.	56550/81	10/1/81	10/1/82	\$1,336,000

All capitalized terms used in this Schedule 1-B to the Insurance Relinquishment Agreement shall have the meanings ascribed to them in the Plan. This Schedule 1-B is qualified in its entirety by reference to the Plan.

**Schedule 2**

**Insurance Settlement Agreements**

**SCHEDULE 2 TO THE INSURANCE RELINQUISHMENT AGREEMENT  
 INSURANCE SETTLEMENT AGREEMENTS**

Name of Insurance Settlement Agreement(s)	Asbestos Insurance Entity(ies)	Settling Asbestos Insurance Entity(ies)
<ul style="list-style-type: none"> <li>• Settlement and Insurance Policy Repurchase Agreement and Release dated August 24, 2010 and approved by the Bankruptcy Court on January 14, 2011</li> <li>• Agreement Concerning Asbestos-Related Claims, dated June 19, 1985 (Wellington Agreement)</li> </ul>	Arrowood Indemnity Company (f/k/a Royal Indemnity Company)	Yes
<ul style="list-style-type: none"> <li>• Agreement Among Pfizer Inc., Quigley Company, Inc. and Centennial Insurance Company, dated September 19, 2005 and approved by Bankruptcy Court on December 22, 2005</li> <li>• Settlement Agreement Among Pfizer Inc., Quigley Company, Inc. and Centennial Insurance Company, dated March 17, 1999</li> </ul>	Centennial Insurance Company	Yes

All capitalized terms used in this Schedule 2 to the Insurance Relinquishment Agreement shall have the meanings ascribed to them in the Plan. This Schedule 2 is qualified in its entirety by reference to the Plan.

**SCHEDULE 2 TO THE INSURANCE RELINQUISHMENT AGREEMENT  
INSURANCE SETTLEMENT AGREEMENTS**

Name of Insurance Settlement Agreement(s)	Asbestos Insurance Entity(ies)	Settling Asbestos Insurance Entity(ies)
<ul style="list-style-type: none"> <li>• Settlement Agreement Among Pfizer Inc., Quigley Company, Inc., Century Indemnity Company and Other Signatory Insurers, dated May 19, 2008 and approved by the Bankruptcy Court on July 23, 2008</li> <li>• Agreement Concerning Asbestos-Related Claims, dated June 19, 1985 (Wellington Agreement)</li> <li>• Confidential Settlement Agreement Between Pfizer Inc. and Quigley Company, Inc. and Cravens, Dargan &amp; Company, Pacific Coast (as managing general agent for Highlands Insurance Company) effective October 1, 1994</li> <li>• Confidential Settlement Agreement Between Pfizer Inc. and Quigley Company, Inc. and Cravens, Dargan &amp; Company, Pacific Coast (as managing general agent for Central National Insurance Company) effective October 1, 1994</li> </ul>	<p>(1) Century Indemnity Company (successor to both (a) CCI Insurance Company, successor to Insurance Company of North America with respect to certain policies and (b) CIGNA Specialty Insurance Company f/k/a California Union Insurance Company); (2) Insurance Company of North America; (3) Highlands Insurance Company in Receivership, by and through its claims handling agent, Cravens, Dargan &amp; Co., Pacific Coast; (4) ACE Property and Casualty Insurance Company (f/k/a CIGNA Property &amp; Casualty Insurance Company), as successor in interest to Central National Insurance Company of Omaha, but only with respect to policies issued through Cravens, Dargan &amp; Co., Pacific Coast; (5) ACE Property &amp; Casualty Insurance Company (f/k/a CIGNA Property &amp; Casualty Insurance Company), as successor in interest to Motor Vehicle Casualty Company, but only with respect to policies issued through Cravens, Dargan &amp; Company, Pacific Coast; and (6) Westchester Fire Insurance Company</p>	<p style="text-align: center;">Yes</p>

All capitalized terms used in this Schedule 2 to the Insurance Relinquishment Agreement shall have the meanings ascribed to them in the Plan. This Schedule 2 is qualified in its entirety by reference to the Plan.

**SCHEDULE 2 TO THE INSURANCE RELINQUISHMENT AGREEMENT  
 INSURANCE SETTLEMENT AGREEMENTS**

Name of Insurance Settlement Agreement(s)	Asbestos Insurance Entity(ies)	Settling Asbestos Insurance Entity(ies)
<ul style="list-style-type: none"> <li>• Settlement Agreement Among Pfizer Inc., Quigley Company, Inc. and Certain Insurers, dated June 3, 2008 and approved by Bankruptcy Court on July 23, 2008</li> <li>• Settlement Agreement Concerning Asbestos-Related Bodily Injury Claims, dated August 11, 1999</li> </ul>	(1) AXA France IARD, as successor in interests and liabilities to Union des Assurances de Paris; (2) AXA Corporate Solutions Assurances, as successor in interests and liabilities to Le Secours a/k/a Uni Europe and Mutuelles Unies a/k/a Group Ancienne Mutuelle; (3) Caisse Industrielle d'Assurance Mutuelle; (4) FM Insurance Company, Ltd. (as successor to Affiliated Factory Mutual Paris); (5) AXA Versicherung AG, as successor to Union des Assurances de Paris in respect of the Emil Preuss Policies (Underwriting years 10/1/79 – 10/1/80; 10/1/80-10/1/81; and 10/1/81-10/1/82); (6) Assurances Generales de France IART SA on behalf of itself, its predecessors, assigns and affiliates including, but not limited to La Preservatrice Fonciere Assurances, La Preservatrice Fonciere Tiard, La Fonciere Assurances Transports Accident, Lilloise D'Assurance and as successor in interests and liabilities to these companies; and (vii) MMA IARD Assurances Mutuelles as successor to Mutuelle Generale Francaise	Yes

All capitalized terms used in this Schedule 2 to the Insurance Relinquishment Agreement shall have the meanings ascribed to them in the Plan. This Schedule 2 is qualified in its entirety by reference to the Plan.

**SCHEDULE 2 TO THE INSURANCE RELINQUISHMENT AGREEMENT  
INSURANCE SETTLEMENT AGREEMENTS**

Name of Insurance Settlement Agreement(s)	Asbestos Insurance Entity(ies)	Settling Asbestos Insurance Entity(ies)
<ul style="list-style-type: none"> <li>• Settlement Agreement and Release Between and Among Pfizer Inc., Quigley Company, Inc. and Continental Insurance Company (on its own behalf and as successor to London Guarantee and Accident Company of New York), Continental Casualty Company, and Fidelity &amp; Casualty Company, dated January 30, 2009 and approved by Bankruptcy Court on February 19, 2009</li>   <li>• Settlement Agreement Between and Among Pfizer Inc and Its Wholly-Owned Subsidiary, Quigley Company, Inc. and Continental Casualty Company, dated April 27, 1999</li>   <li>• Agreement Concerning Asbestos-Related Claims, dated June 19, 1985 (Wellington Agreement)</li> </ul>	(1) Continental Insurance Company (on its own behalf and as successor to London Guarantee and Accident Company of New York); (2) Continental Casualty Company; and (3) Fidelity & Casualty Company	Yes
<ul style="list-style-type: none"> <li>• Settlement Agreement and Release Pfizer Inc., Quigley Company, Inc., and Nationwide Indemnity Company, on behalf of Employers Insurance of Wausau, dated March 18, 2009 and approved by the Bankruptcy Court on June 9, 2009</li>   <li>• Agreement Concerning Asbestos-Related Claims, dated June 19, 1985 (Wellington Agreement)</li> </ul>	(1) Employers Insurance of Wausau and (2) Nationwide Indemnity Company, solely in its capacity as claims administrator for Employers Insurance of Wausau	Yes
<ul style="list-style-type: none"> <li>• Addendum to Settlement Agreement Among Pfizer Inc, Quigley Company, Inc. and Everest Reinsurance Company, dated July 6, 2004 and related Bankruptcy Court order dated March 30, 2006</li>   <li>• Settlement Agreement Among Pfizer Inc, Quigley Company, Inc. and Everest Reinsurance Company, effective June 1, 1999</li> </ul>	Everest Reinsurance Company	Yes

All capitalized terms used in this Schedule 2 to the Insurance Relinquishment Agreement shall have the meanings ascribed to them in the Plan. This Schedule 2 is qualified in its entirety by reference to the Plan.

**SCHEDULE 2 TO THE INSURANCE RELINQUISHMENT AGREEMENT  
INSURANCE SETTLEMENT AGREEMENTS**

Name of Insurance Settlement Agreement(s)	Asbestos Insurance Entity(ies)	Settling Asbestos Insurance Entity(ies)
<ul style="list-style-type: none"> <li>• Settlement and Insurance Policy Repurchase Agreement and Release between and among Pfizer Inc., Quigley Company, Inc., and Hartford, dated October 28, 2008 and approved by the Bankruptcy Court on June 9, 2009</li> <li>• Agreement Concerning Asbestos-Related Claims, dated June 19, 1985 (Wellington Agreement)</li> </ul>	<p>(1) First State Insurance Company, on its own behalf and as the real party in interest as to those of the Policies issued by Royal Indemnity Company; (2) Hartford Accident and Indemnity Company; (3) New England Insurance Company (4) First State Underwriters Agency of New England Reinsurance Corporation; and (5) Twin City Fire Insurance Company</p>	<p>Yes, as to (1) First State Insurance Company, on its own behalf and as the real party in interest as to those of the Policies issued by Royal Indemnity Company; (2) First State Underwriters Agency of New England Reinsurance Corporation; and (3) Twin City Fire Insurance Company</p>
<ul style="list-style-type: none"> <li>• Settlement Agreement Among Pfizer Inc., Quigley Company, Inc., and Haftpflichtverband der Deutschen Industrie, V.a.G, dated September 8, 2009 and approved by the Bankruptcy Court on October 13, 2009</li> </ul>	<p>HDI-Gerling Industrie Versicherung AG, as successor to Haftpflichtverband der Deutschen Industrie, V.a.G.</p>	<p>Yes</p>
<ul style="list-style-type: none"> <li>• Agreement Among Pfizer Inc., Quigley Company, Inc. and Old Republic Insurance Company, dated December 9, 2005 and approved by Bankruptcy Court on March 1, 2006</li> <li>• Settlement Agreement Between Pfizer Inc., Quigley Company, Inc., and Old Republic Insurance Company, dated June 16, 1998</li> </ul>	<p>Old Republic Insurance Company</p>	<p>Yes</p>

All capitalized terms used in this Schedule 2 to the Insurance Relinquishment Agreement shall have the meanings ascribed to them in the Plan. This Schedule 2 is qualified in its entirety by reference to the Plan.

**SCHEDULE 2 TO THE INSURANCE RELINQUISHMENT AGREEMENT  
INSURANCE SETTLEMENT AGREEMENTS**

Name of Insurance Settlement Agreement(s)	Asbestos Insurance Entity(ies)	Settling Asbestos Insurance Entity(ies)
<ul style="list-style-type: none"> <li>• Settlement Agreement and Release between and among Pfizer Inc., Quigley Company, Inc., and OneBeacon Insurance Company, the successor-in-interest to CGU Insurance, which in turn is the successor-in-interest to Commercial Union Insurance Company, dated June 19, 2009 and approved by Bankruptcy Court on July 16, 2009</li> <li>• Settlement Agreement Among Pfizer Inc., Quigley Company, Inc. and OneBeacon Insurance Company, dated February 7, 2008 and approved by Bankruptcy Court on March 6, 2008</li> <li>• Settlement Agreement Between and Among Pfizer Inc, Quigley Company, Inc. and CGU Insurance Regarding Asbestos-Related Bodily Injury Claims, dated March 25, 1999</li> </ul>	OneBeacon Insurance Company, the successor-in-interest to CGU Insurance, which in turn is the successor-in-interest to Commercial Union Insurance Company	Yes
<ul style="list-style-type: none"> <li>• Agreement Among Pfizer Inc., Quigley Company, Inc. and Stonewall Insurance Company dated March 31, 2006 and approved by Bankruptcy Court on April 27, 2006</li> <li>• Settlement Agreement Among Pfizer Inc., Quigley Company, Inc. and Stonewall Insurance Company Concerning Certain Asbestos-Related Claims, dated August 31, 1999</li> </ul>	Stonewall Insurance Company	Yes
<ul style="list-style-type: none"> <li>• Agreement Among Pfizer Inc., Quigley Company, Inc. and Westport Insurance Company, dated November 28, 2005 and approved by Bankruptcy Court on March 1, 2006</li> <li>• Settlement Agreement Between Pfizer Inc., Quigley Company, Inc. and Westport Insurance Company, dated June 1, 1999</li> </ul>	Westport Insurance Company, including its predecessor Puritan Insurance Company	Yes

All capitalized terms used in this Schedule 2 to the Insurance Relinquishment Agreement shall have the meanings ascribed to them in the Plan. This Schedule 2 is qualified in its entirety by reference to the Plan.

**SCHEDULE 2 TO THE INSURANCE RELINQUISHMENT AGREEMENT  
INSURANCE SETTLEMENT AGREEMENTS**

Name of Insurance Settlement Agreement(s)	Asbestos Insurance Entity(ies)	Settling Asbestos Insurance Entity(ies)
<ul style="list-style-type: none"> <li>• Addendum to Settlement Agreement Between and Among Pfizer Inc., Quigley Company, Inc. and Allstate Insurance Company dated April 14, 2004</li> <li>• Settlement Agreement Between and Among Pfizer Inc., Quigley Company, Inc. and Allstate Insurance Company Concerning Asbestos-Related Bodily Injury Claims, dated April 18, 2000</li> </ul>	Allstate Insurance Company, solely as successor-in-interest to Northbrook Indemnity Company and Northbrook Excess and Surplus Insurance Company, formerly Northbrook Insurance Company	No
<ul style="list-style-type: none"> <li>• Settlement Agreement Between Pfizer Inc., Quigley Company, Inc. and Colonia Versicherung Aktiengesellschaft, dated November 12, 1998</li> </ul>	Colonia Versicherung Aktiengesellschaft	No
<ul style="list-style-type: none"> <li>• Settlement Agreement Between Pfizer Inc, Quigley Company, Inc. and Eurinco Allegemeine Versicherungs, A.G., dated December 13, 1995</li> </ul>	Eurinco Allegemeine Versicherungs, A.G.	No
<ul style="list-style-type: none"> <li>• Agreement Concerning Asbestos-Related Claims, dated June 19, 1985 (Wellington Agreement)</li> </ul>	TIG Insurance Company, as successor by merger to International Insurance Company	No
	Travelers Casualty and Surety Company (f/k/a The Aetna Casualty and Surety Company)	No
<ul style="list-style-type: none"> <li>• Notice of Offer to Settle Between Colonial Assurance Company and Pfizer, dated February 7, 1992</li> </ul>	Colonial Assurance Company	No
<ul style="list-style-type: none"> <li>• Notices of Established Liability, dated January 20, 2006 and July 4, 2006</li> </ul>	Compagnie Europeenne de Reassurances SA	No
<ul style="list-style-type: none"> <li>• Various Notices of Determination from Integrity Insurance Company, dated July 22, 2002, June 3, 2005, June 24, 2005 and April 11, 2006</li> </ul>	Integrity Insurance Company	No

All capitalized terms used in this Schedule 2 to the Insurance Relinquishment Agreement shall have the meanings ascribed to them in the Plan. This Schedule 2 is qualified in its entirety by reference to the Plan.

**SCHEDULE 2 TO THE INSURANCE RELINQUISHMENT AGREEMENT  
INSURANCE SETTLEMENT AGREEMENTS**

Name of Insurance Settlement Agreement(s)	Asbestos Insurance Entity(ies)	Settling Asbestos Insurance Entity(ies)
<ul style="list-style-type: none"> <li>Settlement Agreement and Release Between Pfizer Inc. and KWELM Management Services Limited, dated September 29, 2004</li> </ul>	Kingscroft Insurance Co. Ltd. (formerly Dart Insurance Company Limited, Dart and Kraft Insurance Company Limited, and Kraft Insurance Company Limited), Walbrook Insurance Company, El Paso Insurance Company, Limited, Lime Street Insurance Company, Limited (formerly Louisville Insurance Company Limited) Mutual Reinsurance Company Limited, The Bermuda Fire and Marine Insurance Company, Limited (In Liquidation), Southern American Insurance Company (In Liquidation)	No
<ul style="list-style-type: none"> <li>Policyholder Claims Approval Agreement Between Mission Insurance Company Trust, Mission National Insurance Company Trust and the Enterprise Insurance Company Trust, the California Insurance Guarantee Association and Pfizer Inc., dated February 28, 2003</li> </ul>	Mission Insurance Company, Mission National Insurance Company	No
<ul style="list-style-type: none"> <li>Notice of Claim Valuation from Northeastern Fire Insurance Company, dated November 9, 1993</li> </ul>	Northeastern Fire Insurance Company	No
<ul style="list-style-type: none"> <li>Agreement for Claims Determination By and Between the Liquidator of The Protective National Insurance Company of Omaha, executed in April 2007 and approved by Bankruptcy Court on June 13, 2007</li> </ul>	The Protective National Insurance Company of Omaha	No
<ul style="list-style-type: none"> <li>Notice of Determination from Southern American Insurance Company, dated August 19, 2003</li> </ul>	Southern American Insurance Company	No
<ul style="list-style-type: none"> <li>Settlement Agreement and Full Release Between Pfizer Inc. and Transit Casualty Company in Receivership, dated July 24, 2001</li> </ul>	Transit Casualty Company	No

All capitalized terms used in this Schedule 2 to the Insurance Relinquishment Agreement shall have the meanings ascribed to them in the Plan. This Schedule 2 is qualified in its entirety by reference to the Plan.

### Schedule 3

#### Shared Asbestos-Excluded Insurance Policies\*

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\* The inclusion, exclusion or classification of any insurance policy on this Schedule to the Insurance Relinquishment Agreement does not constitute a determination as to whether any particular insurance policy provides coverage for any Claim or a waiver of any position of any Entity with respect to any coverage defense. As and to the extent provided in the Plan, all applicable Asbestos PI Insurer Coverage Defenses are preserved with respect to all such policies.

**SCHEDULE 3-A TO THE INSURANCE RELINQUISHMENT AGREEMENT  
SHARED ASBESTOS-EXCLUDED INSURANCE POLICIES ISSUED BY SOLVENT INSURERS**

Insurer	Policy Number	Start Date	End Date	Remaining	
				Products/Completed Operations	Coverage
Allianz Insurance Co.	XL559533	10/1/82	10/1/83		\$9,991,667
Allianz Underwriters Inc.	AUX5201730	10/1/83	10/1/84		\$9,991,667
Allianz Underwriters Insurance Co.	AUX5201730	10/1/84	10/1/85		\$9,991,667
Aetna Casualty and Surety Co.	01XN3520WCA	10/1/82	10/1/83		\$5,000,000
Aetna Casualty and Surety Co.	01XN3521WCA	10/1/82	10/1/83		\$5,000,000
Aetna Casualty and Surety Co.	01XN3522WCA	10/1/82	10/1/83		\$15,000,000
Aetna Casualty and Surety Co.	01XN3873WCA	10/1/83	10/1/84		\$5,000,000
Aetna Casualty and Surety Co.	01XN3874WCA	10/1/83	10/1/84		\$5,000,000
Aetna Casualty and Surety Co.	01XN3875WCA	10/1/83	10/1/84		\$15,000,000
Birmingham Fire Insurance Co. of PA	SE6074008	10/1/82	10/1/83		\$3,000,000
Birmingham Fire Insurance Co. of PA	SE6074009	10/1/82	10/1/83		\$5,000,000
Birmingham Fire Insurance Co. of PA	SE6074167	10/1/83	10/1/84		\$4,000,000
Birmingham Fire Insurance Co. of PA	SE6074168	10/1/83	10/1/84		\$5,000,000
Birmingham Fire Insurance Co. of PA	SE6074394	10/1/84	10/1/85		\$5,000,000
Birmingham Fire Insurance Co. of PA	SE6074393	10/1/84	10/1/85		\$5,000,000
Colonia Insurance Co.	SEC5000052	10/1/82	10/1/83		\$2,000,000
Colonia Insurance Co.	SEC5000075	10/1/83	10/1/84		\$2,000,000
Employers Insurance Co. of Wausau	5733-00-200381	10/1/82	10/1/83		\$7,000,000
Employers Insurance Co. of Wausau	5735-00-101098[c]	10/1/84	10/1/85		\$5,000,000
Employers Insurance Co. of Wausau	5735-00-101098[d]	10/1/84	10/1/85		\$5,000,000
Employers Insurance Co. of Wausau	5735-00-101098[e]	10/1/84	10/1/85		\$5,000,000
Government Employees Insurance Co.	GXU30190	10/1/82	10/1/83		\$6,000,000
Government Employees Insurance Co.	GXU30315	10/1/83	10/1/84		\$7,000,000
Granite State Insurance Co.	6482-5493	10/1/82	10/1/83		\$2,380,620
Granite State Insurance Co.	6482-5494	10/1/82	10/1/83		\$3,000,000
Granite State Insurance Co.	6482-5495	10/1/82	10/1/83		\$2,000,000
Granite State Insurance Co.	6483-5681	10/1/83	10/1/84		\$1,789,710
Granite State Insurance Co.	6483-5682	10/1/83	10/1/84		\$5,000,000
Granite State Insurance Co.	6483-5683	10/1/83	10/1/84		\$3,000,000
Granite State Insurance Co.	6483-5684	10/1/83	10/1/84		\$4,000,000
Hartford Accident & Indemnity Co.	10XSCB6955	10/1/82	10/1/83		\$1,000,000
Hartford Accident & Indemnity Co.	10XS103176	10/1/83	10/1/84		\$5,000,000
Hartford Accident & Indemnity Co.	10XS103401	10/1/84	10/1/85		\$1,000,000
Hudson Insurance Co.	HN01239	10/1/83	10/1/84		\$8,500,000
Insurance Co. of North America (INA)	XCP144986[b]	10/1/82	10/1/83		\$1,000,000
Insurance Co. of North America (INA)	XCP144986[c]	10/1/82	10/1/83		\$5,000,000
Insurance Co. of North America (INA)	XCP144986[d]	10/1/82	10/1/83		\$2,000,000
Insurance Co. of North America (INA)	XCP144986[e]	10/1/82	10/1/83		\$9,000,000
Insurance Co. of North America (INA)	XCP144986[f]	10/1/82	10/1/83		\$10,000,000
Insurance Co. of North America (INA)	XCP145704[a]	10/1/83	10/1/84		\$587,500
Insurance Co. of North America (INA)	XCP145704[b]	10/1/83	10/1/84		\$1,000,000
Insurance Co. of North America (INA)	XCP145704[c]	10/1/83	10/1/84		\$10,000,000
Insurance Co. of North America (INA)	XCP145704[d]	10/1/83	10/1/84		\$7,000,000
Insurance Co. of North America (INA)	XCP145704[e]	10/1/83	10/1/84		\$9,000,000
Insurance Co. of North America (INA)	XCP145704[f]	10/1/83	10/1/84		\$10,000,000
Insurance Co. of North America (INA)	XCP156440[b]	10/1/84	10/1/85		\$4,000,000
Insurance Co. of North America (INA)	XCP156440[c]	10/1/84	10/1/85		\$10,000,000
Insurance Co. of North America (INA)	XCP156440[d]	10/1/84	10/1/85		\$12,000,000
Mead Reinsurance Corp.	XL1686	10/1/82	10/1/83		\$1,763,452
Mead Reinsurance Corp.	XL1806	10/1/83	10/1/84		\$5,000,000
Mead Reinsurance Corp.	XL1993	10/1/84	10/1/85		\$2,500,000
New England Insurance Co.	NE00792	10/1/84	10/1/85		\$5,000,000
New England Reinsurance Co.	791945	10/1/82	10/1/83		\$1,500,000
New England Reinsurance Co.	791946	10/1/82	10/1/83		\$5,000,000
New England Reinsurance Co.	791947	10/1/82	10/1/83		\$2,500,000
New England Reinsurance Co.	791948	10/1/82	10/1/83		\$3,000,000
New England Reinsurance Co.	792108	10/1/82	10/1/83		\$1,000,000
New England Reinsurance Co.	792086	10/1/83	10/1/84		\$1,430,000
New England Reinsurance Co.	792087	10/1/83	10/1/84		\$5,000,000
New England Reinsurance Co.	792088	10/1/83	10/1/84		\$2,500,000
New England Reinsurance Co.	792090	10/1/83	10/1/84		\$3,000,000
Twin City Fire Insurance Co.	TXS101639[a]	10/1/82	10/1/83		\$3,000,000
Twin City Fire Insurance Co.	TXS101639[b]	10/1/82	10/1/83		\$3,000,000

SCHEDULE 3-A TO THE INSURANCE RELINQUISHMENT AGREEMENT  
SHARED ASBESTOS-EXCLUDED INSURANCE POLICIES ISSUED BY SOLVENT INSURERS

<b>Insurer</b>	<b>Policy Number</b>	<b>Start Date</b>	<b>End Date</b>	<b>Remaining Products/Completed Operations Coverage</b>
Twin City Fire Insurance Co.	TXS101639[c]	10/1/82	10/1/83	\$4,000,000

All capitalized terms used in this Schedule 3-A to the Insurance Relinquishment Agreement shall have the meanings ascribed to them in the Plan. This Schedule 3-A is qualified in its entirety by reference to the Plan.

SCHEDULE 3-B TO THE INSURANCE RELINQUISHMENT AGREEMENT  
 SHARED ASBESTOS-EXCLUDED INSURANCE POLICIES ISSUED BY INSOLVENT INSURERS

Insurer	Policy Number	Start Date	End Date	Original Products/Completed Operations Limits
Home Insurance Co.	HXL1575505	10/1/84	10/1/85	\$20,000,000
Integrity Insurance Co.	XL206632[b]	10/1/82	10/1/83	\$2,000,000
Integrity Insurance Co.	XL206632[a]	10/1/82	10/1/83	\$3,000,000
Integrity Insurance Co.	XL207895	10/1/83	10/1/84	\$3,000,000
Integrity Insurance Co.	XL209697	10/1/84	10/1/85	\$1,000,000
Midland Insurance Co.	XL739740	10/1/82	10/1/83	\$5,000,000
Midland Insurance Co.	XL739741	10/1/82	10/1/83	\$4,000,000
Midland Property & Casualty Co.	XL730704	10/1/82	10/1/83	\$1,000,000
Midland Property & Casualty Co.	XL730706	10/1/82	10/1/83	\$4,000,000
Midland Property & Casualty Co.	XL802058	10/1/83	10/1/84	\$4,000,000
Midland Property & Casualty Co.	XL802056	10/1/83	10/1/84	\$6,000,000
Mission Insurance Co.	M887329	10/1/82	10/1/83	\$4,000,000
Mission Insurance Co.	M887330	10/1/82	10/1/83	\$1,000,000

All capitalized terms used in this Schedule 3-B to the Insurance Relinquishment Agreement shall have the meanings ascribed to them in the Plan. This Schedule 3-B is qualified in its entirety by reference to the Plan.

## Schedule 4

### Shared Asbestos-Excluded Claims-Made Insurance Policies\*

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\* The inclusion, exclusion or classification of any insurance policy on this Schedule to the Insurance Relinquishment Agreement does not constitute a determination as to whether any particular insurance policy provides coverage for any Claim or a waiver of any position of any Entity with respect to any coverage defense. As and to the extent provided in the Plan, all applicable Asbestos PI Insurer Coverage Defenses are preserved with respect to all such policies.

**SCHEDULE 4 TO THE INSURANCE RELINQUISHMENT AGREEMENT  
SHARED ASBESTOS-EXCLUDED CLAIMS-MADE INSURANCE POLICIES**

Insurer	Policy Number	Start Date	End Date	Limits	Attachment Point	Quigley Claims Noticed During the Policy Period/Reporting Period
Self Insured Retention	N/A	10/1/1985	10/1/1986	\$10,000,000 per occurrence		
Lloyd's of London and London Cos.	551 USP 0486	10/1/1985	10/1/1986	\$2,000,000	\$10,000,000	NO
Employers Insurance of Wausau	5726-00-102856	12/16/1985	10/1/1986	\$1,000,000	\$10,000,000	NO
Lloyd's of London and London Cos.	551 USP 0487	10/1/1985	10/1/1986	\$5,000,000	\$15,000,000	NO
National Union Fire Ins. Co of Pittsburgh Pa	960 37 86	10/1/1985	10/1/1986	\$2,000,000	\$30,000,000	NO
Lexington Insurance Co.	5527467 (renewal of 552 6390)	10/1/1985	10/1/1986	\$500,000	\$30,000,000	NO
National Union Fire Ins. Co of Pittsburgh Pa	960 37 85	10/1/1985	10/1/1986	\$3,000,000	\$32,500,000	NO
Colonia Insurance Co.	40 02 02	10/1/1985	10/1/1986	\$1,000,000	\$23,500,000	NO
National Union Fire Ins. Co of Pittsburgh Pa	960 37 85	10/1/1985	10/1/1986	\$5,000,000	\$57,500,000	NO
Insurance Co. of North America (CIGNA)	XCP GO 313525-1	10/1/1985	10/1/1986	\$5,000,000	\$57,500,000	NO
AIU Insurance Co.	75-103915	10/1/1985	10/1/1986	\$3,000,000	\$57,500,000	NO
Lexington Insurance Co.	5527467	10/1/1985	10/1/1986	\$2,000,000	\$57,500,000	NO
Colonia Insurance Co.	40 02 02	10/1/1985	10/1/1986	\$1,000,000	\$57,500,000	NO
Zurich International Ltd.	73,048-85C	10/1/1985	10/1/1986	\$1,000,000	\$57,500,000	NO
North River Insurance Co.	522 053973 9	10/1/1985	10/1/1986	\$2,000,000	\$57,500,000	NO
Pacific Insurance Co.	PI 33302	10/1/1985	10/1/1986	\$500,000	\$57,500,000	NO
Mutuelles-Unies	9997844	10/1/1985	10/1/1986	\$200,000	\$57,500,000	NO
Union Des Assurances De Paris	6519703	10/1/1985	10/1/1986	\$600,000	\$57,500,000	NO
Assurances Generales De France	67199915	10/1/1985	10/1/1986	\$250,000	\$57,500,000	NO
A.C.E. Insurance Co. Ltd.	PFE 476	3/3/1986	10/1/1986	\$100,000,000	\$100,000,000	NO
Meadows Syndicate Inc. NY Insurance Exchange	S6576/86A	6/3/1986	10/1/1986	\$250,000	\$20,000,000	NO
Self Insured Retention	N/A	11/1/1986	11/1/1989	\$25,000,000 per occurrence		
X.L. Insurance Co.	G205RAA	11/1/1986	1/23/1990	\$75,000,000	\$25,000,000	NO
Self Insured Retention	N/A	10/1/1989	11/1/1995	25,000,000 per occurrence		
X.L. Insurance Co.	XLUMB 00341	1/23/1990	11/1/1996	\$125,000,000	\$25,000,000	NO
A.C.E. Insurance Co. Ltd.	PFE 476	10/1/1989	11/1/1995	\$200,000,000	\$150,000,000	NO
Self Insured Retention	N/A	11/1/1995	11/1/1996	25,000,000 per occurrence		
American Excess Insurance Association (AEIA)	NN 5000101195	11/1/1995	11/1/1996	\$100,000,000	\$150,000,000	NO
STARR Excess Liability Insurance Co. Ltd.	200877	11/1/1995	11/1/1997	\$100,000,000	\$250,000,000	NO
New Hampshire Insurance Co.	509DL163395	11/1/1995	11/1/1996	\$16,000,000	\$350,000,000	NO
Royal Insurance Plc.	509DL 163395	11/1/1995	11/1/1996	\$1,500,000	\$350,000,000	NO
Gerling Konzern Allgemeine Versicherungs Aktiengesellschaft	509/DL163395	11/1/1995	11/1/1996	\$20,000,000	\$350,000,000	NO
SR International Business Insurance Co. Ltd.	509/DL 163395	11/1/1995	11/1/1996	\$12,500,000	\$350,000,000	NO
A.C.E. Insurance Co. Ltd.	PFE 476/4	11/1/1995	11/1/1996	\$100,000,000	\$400,000,000	NO
Self Insured Retention	N/A	11/1/1996	11/1/1997	\$25,000,000		
X.L. Insurance Co., Ltd.	XLUMB 00341	11/1/1996	11/1/1997	\$100,000,000	\$25,000,000	NO
X.L. Insurance Co., Ltd.	XLUMB 00341	11/1/1996	11/1/1997	\$100,000,000	\$150,000,000	NO
STARR Excess Liability Insurance Co. Ltd.	20087	11/1/1996	11/1/1997	\$100,000,000	\$250,000,000	NO
SR International Business Insurance Co. Ltd. (BETA)	509DL1633951	11/1/1996	11/1/1997	\$100,000,000	\$350,000,000	NO
Gerling Konzern Allgemeine Versicherungs Aktiengesellschaft	509/DL 193296	11/1/1996	11/1/1997	\$35,000,000	\$450,000,000	NO
SR International Business Insurance Co. Ltd.	509/DL 193296	11/1/1996	11/1/1997	\$25,000,000	\$450,000,000	NO
Winterthur Swiss Insurance Co.	509/DL 193296	11/1/1996	11/1/1997	\$15,000,000	\$450,000,000	NO
New Hampshire Insurance Co.	509/DL 193296	11/1/1996	11/1/1997	\$25,000,000	\$450,000,000	NO
Zurich Reinsurance (UK) Ltd.	509/DL 193296	11/1/1996	11/1/1997	\$15,000,000	\$450,000,000	NO
Royal Insurance Plc.	509/DL 193296	11/1/1996	11/1/1997	\$3,000,000	\$450,000,000	NO
Self Insured Retention	N/A	11/1/1997	11/1/2001	\$50,000,000 per occurrence		
Great Lakes (UK)	052404-0197	11/1/1997	11/1/2001	\$25,000,000	\$125,000,000	NO
Winterthur Swiss Insurance Co.	509 DL 193297	11/1/1997	11/1/2001	\$25,000,000	\$150,000,000	NO
Columbia Casualty Co.	ADT 1028640330	11/1/1997	11/1/2001	\$20,000,000	\$150,000,000	NO

**SCHEDULE 4 TO THE INSURANCE RELINQUISHMENT AGREEMENT  
SHARED ASBESTOS-EXCLUDED CLAIMS-MADE INSURANCE POLICIES**

Insurer	Policy Number	Start Date	End Date	Limits	Attachment Point	Quigley Claims Noticed During the Policy Period/Reporting Period
Gulf Insurance Co.	GA 6078384	11/1/1997	11/1/2001	\$5,000,000	\$150,000,000	NO
Lumbermens Mutual Casualty Co.	9SR117891-00	11/1/1997	11/1/2001	\$30,000,000	\$150,000,000	NO
Gerling-Konzern General Insurance Co.	509DL193297	11/1/1997	11/1/2001	\$35,000,000	\$150,000,000	NO
Gerling American Insurance Co.	4 002 900 ELP	11/1/1997	11/1/2001	\$10,000,000	\$150,000,000	NO
Winterthur Swiss Insurance Co.	509/DL220397	11/1/1997	11/1/2001	\$25,000,000	\$275,000,000	NO
Zurich Reinsurance (London) Limited	509DL220297/01	11/1/1997	11/1/2001	\$50,000,000	\$275,000,000	NO
SR International Business Insurance Co. Ltd. (BETA)	509 DL1633951	11/1/1997	11/1/2001	\$100,000,000	\$350,000,000	NO
SR International Business Insurance Co. Ltd.	509 DL 193296	11/1/1997	11/1/2001	\$25,000,000	\$450,000,000	NO
Royal & Sun Alliance Ins.	509 DL 221597	11/1/1997	11/1/2000	\$10,000,000	\$475,000,000	NO
Winterthur Swiss Insurance Co. [replaces Royal & Sun for the 00-01 period of this layer]	509/DL265198	11/1/2000	11/1/2001	\$10,000,000	\$475,000,000	NO
Zurich Reinsurance (London) Limited	509/DL 220197	11/1/1997	11/1/2001	\$50,000,000	\$485,000,000	NO
Allianz Underwriters Insurance Co.	AXL 521 12 57	11/1/1997	11/1/2001	\$50,000,000	\$535,000,000	NO
X.L. Insurance Co., Ltd.	XLUMB 00341	11/1/1997	12/12/2000	\$200,000,000	\$585,000,000	NO
Starr Excess Liability Insurance International Limited	200877	11/1/1997	11/1/2001	\$100,000,000	\$785,000,000	NO
Gulf Insurance Co.	GA 6097622	1/1/1998	11/1/2001	\$20,000,000	\$885,000,000	NO
Chubb Atlantic Indemnity Ltd.	(00) 3310-03-82	1/1/1998	11/1/2001	\$25,000,000	\$905,000,000	NO
Winterthur Swiss Insurance Co.	509/DL229298	11/1/1998	11/1/2001	\$25,000,000	\$930,000,000	NO
Columbia Casualty Co.	ADT 1066907783	1/1/1998	11/1/2001	\$5,000,000	\$930,000,000	NO
Zurich Reinsurance (London) Limited	509/DL229298	1/1/1998	11/1/2001	\$22,500,000	\$930,000,000	NO
SR International Business Insurance Co. Ltd.	509/DL229298	1/1/1998	11/1/2001	\$17,500,000	\$930,000,000	NO
Allianz Underwriters Insurance Co.	AXL 521 12 69	11/1/1998	11/1/2001	\$25,000,000	\$1,050,000,000	NO
Columbia Casualty Co.	ADE 1089982099	11/1/1998	11/1/2001	\$5,000,000	\$1,050,000,000	NO
Lumbermens Mutual Casualty Co.	9SR117969-00	11/1/1998	11/1/2001	\$20,000,000	\$1,050,000,000	NO
Self Insured Retention	N/A	11/1/2001	11/1/2002	\$200,000,000 per occurrence		
SR International Business Insurance Co. Ltd.	509/DM075501	11/1/2001	11/1/2002	\$100,000,000	\$200,000,000	NO
Gerling Konzern Allgemeine Vericherungs - AG	DL 362901	3/1/2002	11/1/2002	\$50,000,000	\$600,000,000	NO
Great Lakes Reinsurance (UK) PLC [Munich-American Risk Partners]	01-UK-XL-0000040-00	3/1/2002	11/1/2002	\$25,000,000	\$600,000,000	NO
Allied World Assurance Co. ("AWAC")	C000211	3/1/2002	11/1/2002	\$25,000,000	\$675,000,000	NO
Zurich American Insurance Co.	AEC 383 9774-00	3/1/2002	11/1/2002	\$25,000,000	\$675,000,000	NO
Zurich Insurance Co. (UK) Branch	509/DL 367802	3/1/2002	11/1/2002	\$50,000,000	\$675,000,000	NO
A.C.E. Bermuda Insurance, Ltd.	PFE 1136/5	3/1/2002	12/1/2002	\$100,000,000	\$775,000,000	NO
Liberty Mutual Insurance Co. (UK) Limited (Trading as Liberty International Underwriters)	DL 369002	3/1/2002	11/1/2002	\$35,000,000	\$775,000,000	NO
Endurance Specialty Insurance Ltd.	INCLX0217WW	3/1/2002	11/1/2002	\$25,000,000	\$775,000,000	NO
Self Insured Retention	N/A	11/1/2002	12/1/2003	\$500,000,000 per occurrence		
SR International Business Insurance Co. Ltd.	MH 3723	11/1/2002	12/1/2003	\$100,000,000	\$500,000,000	Yes
Gerling Konzern Allgemeine Vericherungs-AG	509/DL362902	11/1/2002	11/1/2003	\$50,000,000	\$600,000,000	Yes
Arch Reinsurance Ltd.	B4-URP-03239-00	11/1/2002	11/1/2003	\$15,000,000	\$600,000,000	Yes
Allied World Assurance Co., Ltd. ("AWAC")	C001258	11/1/2002	11/1/2003	\$25,000,000	\$675,000,000	Yes
A.C.E. Bermuda Insurance, Ltd.	PFE 1136/5	11/1/2002	12/1/2003	\$100,000,000	\$810,000,000	Yes
Endurance Specialty Insurance Ltd.	000 828	3/1/2002	12/1/2003	\$25,000,000	\$810,000,000	Yes

All capitalized terms used in this Schedule 4 to the Insurance Relinquishment Agreement shall have the meanings ascribed to them in the Plan. This Schedule 4 is qualified in its entirety by reference to the Plan.

**Schedule 5**

**Pfizer Insurer Receivables**

**SCHEDULE 5 TO THE INSURANCE RELINQUISHMENT AGREEMENT  
PFIZER INSURER RECEIVABLES**

<b>Insurer</b>	<b>Pfizer Insurer Receivable*</b>
American Re-Insurance Company	\$674.96
Eurinco Allgemeine Versicherungs, A.G	\$109,949.31
Fireman's Fund Insurance Company	\$2,409,719.00

\* As of April 30, 2012

**EXHIBIT L**

**TO**

**QUIGLEY COMPANY, INC. FIFTH AMENDED AND RESTATED PLAN OF  
REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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**ASBESTOS RECORDS COOPERATION AGREEMENT**

## ASBESTOS RECORDS COOPERATION AGREEMENT

In connection with the Quigley Company, Inc. Fifth Amended and Restated Plan of Reorganization under Chapter 11 of the Bankruptcy Code, dated June 29, 2012 (as modified August 29, 2012), as the same may have been further amended from time to time and as confirmed by order of the United States Bankruptcy Court for the Southern District of New York (the “**Plan**”), this agreement (the “**Cooperation Agreement**”) is made, effective as of the Effective Date of the Plan, by and among the Asbestos PI Trust (the “**Asbestos PI Trust**”), Quigley Company, Inc., as reorganized (“**Reorganized Quigley**”), and Pfizer Inc (“**Pfizer**”), with respect to, among other things, the Asbestos PI Trust’s access to certain documents and information as described below. All capitalized terms not defined herein shall be defined as set forth in the Plan.<sup>1</sup> The parties hereto agree as follows:

1. Reorganized Quigley, with the cooperation as reasonably necessary of Pfizer, shall provide, cause to be provided, or provide access (as indicated below) to the Asbestos PI Trust copies of the following Documents, provided and to the extent that such Documents relate to Quigley or a product made, used or sold by Quigley, exist on the Effective Date, and are retrievable and/or deliverable using commercially reasonable efforts and at reasonable expense (collectively, the “**Asbestos Records**”):

(a) a copy of the database maintained by the Claims Handling Unit with regard to Asbestos PI Claims (the “**Claims Database**”).

(b) a copy of the sales records of Quigley Company, Inc. relating to the sales of products giving rise to Asbestos PI Claims.

(c) copies of insurance policies and agreements relating to the Quigley Transferred Insurance Rights.

(d) access to the following Documents, excluding duplicates, relating to pre-petition Asbestos PI Claims:

(i) complaints and pleadings;

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<sup>1</sup> The term “Document” shall refer to all documents, data, information, compilations, correspondence, materials, records and writings of any type or description, however created, reproduced or retrieved, and in every form, including, without limitation, databases, computer/electronic files, drafts and partially completed documents maintained by, or in the possession or control of, Reorganized Quigley or, as applicable, Pfizer as of the Effective Date.

(ii) discovery responses of Quigley Company, Inc. or, solely to the extent related to Asbestos PI Claims, Pfizer;

(iii) deposition and court transcripts;

(iv) affidavits filed in connection with Asbestos PI Claims;

(v) dismissal orders and releases;

(vi) ballots filed in the Quigley Company, Inc. bankruptcy case by or on behalf of holders of Asbestos PI Claims;

(vii) settlement agreements and releases;

(viii) Information regarding any workers' compensation claims filed by employees of Quigley Company, Inc. related to asbestos exposure; and

(ix) To the extent any Asbestos PI Claims may not be reflected on the Claims Database, Documents, if any, sufficient to establish whether such claims are pending or have been dismissed or released.

(e) To the extent reasonably necessary, Reorganized Quigley or, as applicable, Pfizer will use commercially reasonable efforts to cooperate with the Asbestos PI Trust during the term of this Cooperation Agreement to facilitate retrieval and delivery of, or access to, Asbestos Records not initially provided pursuant to this Cooperation Agreement. In addition, to the extent necessary to resolve any difficulties in accessing the information contained in the Claims Database (or other database, if any) that is provided under the terms of this Cooperation Agreement, Reorganized Quigley or, as applicable, Pfizer will use its commercially reasonable efforts to cooperate with the Asbestos PI Trust to facilitate access by the Asbestos PI Trust to (i) persons knowledgeable about the operation and management of the Claims Database (or other database, if any) and (ii) the physical records from which the Claims Database (or other database, if any) was created.

(f) As requested by the Asbestos PI Trust, Reorganized Quigley or, as applicable, Pfizer will use its commercially reasonable efforts to assist the Asbestos PI Trust in obtaining from the CCR copies of releases or asbestos personal injury claim files relating to Asbestos PI Claims, to the extent such records are available at the CCR and have not already been provided or made available to the Asbestos PI Trust. Any costs or fees imposed by the CCR shall be the

responsibility of the Asbestos PI Trust. Pfizer shall be given reasonable opportunity to review any such documents prior to such transfer.

(g) With respect to all Asbestos Records kept in paper form, “access” means that those Asbestos Records provided hereunder by Reorganized Quigley or, as applicable, Pfizer will be produced or made available to the Asbestos PI Trust in the manner as they are kept in the usual course of business at a date and time, or dates and times, reasonably agreeable to the parties. Any Asbestos Records to be provided to the Asbestos PI Trust that are kept in electronic form shall be provided to the Asbestos PI Trust by compact disc, DVD or other electronic media. Any Asbestos Records to be provided to the Asbestos PI Trust that are kept in microfiche form shall be provided to the Asbestos PI Trust on microfiche or other media as agreed upon. At its option and expense, the Asbestos PI Trust may employ an outside contractor to photocopy, electronically reproduce or otherwise reproduce any of the Asbestos Records, at a mutually convenient time and place. When providing Asbestos Records or access thereto, Reorganized Quigley or, as applicable, Pfizer shall also provide the Asbestos PI Trust any available electronic or paper index that identifies or describes the contents of any relevant files, boxes, discs and databases that are provided or to be provided under this Cooperation Agreement. To the extent any Asbestos Records in electronic form are stored in a format with full text or other searchable capabilities, and to the extent consistent with any license and law, Reorganized Quigley or, as applicable, Pfizer, shall provide all available search engines, software and programs to fully enable all potential search functions, and shall provide descriptions of the data tables and fields used in the database; provided, however, that neither Pfizer nor Reorganized Quigley is obligated to procure any software not in their possession or to pay for any license to permit the Asbestos PI Trust to access any information.

2. Reorganized Quigley and Pfizer each hereby authorizes the Future Demand Holders’ Representative and his agents and professionals to provide to the Asbestos PI Trust all data and any other information concerning Asbestos PI Claims or insurance coverage or settlements that were provided by Pfizer or Quigley Company, Inc., directly or indirectly, to the Future Demand Holders’ Representative or his agents or professionals on or prior to the Effective Date, notwithstanding any agreement or stipulation entered into prior to the Effective Date to the contrary.

3. Reorganized Quigley and Pfizer each hereby authorizes the Official Committee of Unsecured Creditors and its agents and professionals to provide to the Asbestos PI Trust all data and any other information concerning Asbestos PI Claims or insurance coverage or settlements that were provided by Quigley Company, Inc., directly or indirectly, to the Official Committee of

Unsecured Creditors or its agents or professionals on or prior to the Effective Date, notwithstanding any agreement or stipulation entered into prior to the Effective Date to the contrary.

4. To the extent that providing information as contemplated by this Cooperation Agreement would involve the property or other rights of third parties unaffiliated with Reorganized Quigley (exclusive of Pfizer Inc.), Reorganized Quigley shall take reasonable and appropriate action to facilitate the provision of such information by such unaffiliated third parties in compliance with the requirements of this Cooperation Agreement.

5. Reorganized Quigley or, as applicable, Pfizer shall use commercially reasonable efforts to provide the requested Asbestos Records, or access to those Asbestos Records, within its possession to the Asbestos PI Trust. The parties recognize that, given the historical nature of the documents concerning Quigley's asbestos products and Quigley's complicated claims-handling history, Pfizer's identification of all responsive Asbestos Records is likely to be completed over time, on a rolling basis. With that understanding, Pfizer will use its commercially reasonable efforts to provide a substantial production no later than sixty (60) days from the date it receives a written request from the Asbestos PI Trust. At the request of the Asbestos PI Trust no more frequently than monthly, Pfizer shall provide the Asbestos PI Trust with an update of Pfizer's efforts and the projected timing of any additional production. The Asbestos PI Trust may retain copies of all the Asbestos Records that it has caused to be reproduced at its expense or which have been provided to it in accordance with this Cooperation Agreement, subject to the confidentiality and privilege obligations set forth in Paragraph 12, below.

6. Pfizer's reasonable costs and expenses of providing access to those Asbestos Records in its possession shall be borne by Pfizer. The cost of copying and searching the Asbestos Records shall be borne by the Asbestos PI Trust. Any third-party costs incurred to make the Asbestos Records available to the Asbestos PI Trust shall be borne by the Asbestos PI Trust.

7. Nothing in this Cooperation Agreement shall require Reorganized Quigley, Pfizer or any third party to create any new Documents or to compile or organize any data contained in existing Documents into any new Documents.

8. The Asbestos PI Trust shall use the Asbestos Records solely for the purposes of processing, evaluating, defending, and resolving Asbestos Claims submitted to the Asbestos PI Trust, and for resolving any insurance rights, claims or disputes relating thereto. The Asbestos

PI Trust shall preserve all privileges and confidences in any Asbestos Records as set forth in Paragraph 12, below.

9. Neither Reorganized Quigley nor Pfizer shall have any duty to confirm or verify the accuracy of any information contained in the Asbestos Records and neither makes any representations or warranties, express or implied, as to the accuracy of such information.

10. Reorganized Quigley or, as applicable, Pfizer shall take commercially reasonable steps to preserve the Asbestos Records that existed as of September 1, 2012 at all times prior to the termination of this Cooperation Agreement. Reorganized Quigley and Pfizer shall continue to be responsible for paying the storage fees or similar costs with respect to any Asbestos Records in their possession until they are transferred to the Asbestos PI Trust. Reorganized Quigley or, as applicable, Pfizer shall not dispose of or destroy the Asbestos Records until the tenth (10<sup>th</sup>) anniversary of the Effective Date of the Plan, without providing at least one hundred and eighty (180) days' advance written notice to the Asbestos PI Trust, within which 180-day period the Asbestos PI Trust shall be entitled to take possession of the Asbestos Records at its own expense; but the earliest date on which Reorganized Quigley or Pfizer may deliver such notice to the Asbestos PI Trust is the second (2<sup>nd</sup>) anniversary of the Effective Date.

11. This Cooperation Agreement shall expire on the tenth (10<sup>th</sup>) anniversary of the Effective Date; provided, however, that the existence of this Cooperation Agreement shall not serve to bar Reorganized Quigley from liquidating, winding up, or dissolving prior to the tenth (10<sup>th</sup>) anniversary of the Effective Date if its board of directors and/or management, in an exercise of its or their fiduciary duties, determines it appropriate that Reorganized Quigley do so; provided that prior to such event, Reorganized Quigley follows the procedures set forth in paragraph 10 hereof. Up to one hundred and twenty (120) days before it is set to expire, this Cooperation Agreement can be renewed by mutual consent.

12. Any privilege or immunity from disclosure in any Asbestos Record belonging to Quigley Company, Inc. as of the Petition Date shall belong to Reorganized Quigley and the Asbestos PI Trust as of the Effective Date. Any privilege or immunity from disclosure in any Asbestos Record belonging jointly to Quigley Company, Inc. and Pfizer as of the Petition Date (whether due to their joint representation, a joint defense agreement or the application of the common interest doctrine) shall belong jointly to Reorganized Quigley, Pfizer and the Asbestos PI Trust as of the Effective Date. This Cooperation Agreement, however, does not obligate Pfizer to produce or provide access to any information (a) that is privileged and/or confidential as to Pfizer but not as to Quigley Company, Inc. and (b) as to which there is no common interest

between Pfizer, on the one hand, and Quigley and the Asbestos PI Trust, on the other hand. Reorganized Quigley and Pfizer do not waive confidentiality or any privilege or immunity from disclosure, including but not limited to the attorney-client privilege or work-product doctrine, that may protect any Asbestos Record, and nothing in or done pursuant to this Cooperation Agreement shall constitute or be construed as a waiver of confidentiality or any privilege or immunity from disclosure. In the event Documents are produced hereunder (a) that are privileged as to Pfizer but not as to Quigley and/or the Asbestos PI Trust, and (b) as to which there is no common interest between Pfizer, on the one hand, and Quigley and the Asbestos PI Trust, on the other hand, such production shall be deemed inadvertent and shall not affect the privileged nature or confidentiality of such Document; such Documents shall be returned to Pfizer promptly, and Reorganized Quigley and the Asbestos PI Trust shall not retain copies of such Documents or any information contained therein. The Asbestos PI Trust, Reorganized Quigley and Pfizer each agree to use its best efforts to preserve all confidences, privileges and other immunities from disclosure that exist in the Asbestos Records as of the Effective Date.

In the event Pfizer withholds any Asbestos Records from production on the basis of privilege or other immunity from disclosure, Pfizer will provide the Asbestos PI Trust with a privilege list generally describing by category any such withheld Asbestos Records. At the Asbestos PI Trust's request, Pfizer and the Asbestos PI Trust shall meet and confer in good faith concerning any dispute as to whether an Asbestos Record withheld by Pfizer is subject to privilege or other immunity from disclosure. In the event the parties do not reach agreement, any disputes as to whether an Asbestos Record withheld by Pfizer is subject to a privilege or other immunity from disclosure may be raised exclusively in the Bankruptcy Court. Pfizer shall have the right to seek in camera review by the Bankruptcy Court of any withheld documents.

13. Reorganized Quigley, Pfizer and the Asbestos PI Trust agree to cooperate reasonably and share information as necessary and appropriate to facilitate insurance billing by any of the parties hereto, or the resolution of any insurance-related dispute, subject to each party's reasonable concerns about privilege and confidentiality.

14. The Asbestos PI Trust may request in writing that Reorganized Quigley or, as may be necessary, Pfizer identify the person or persons most knowledgeable about specified categories of Asbestos Records, including any knowledge pertinent to authenticating and proving the chain of custody of Documents in any proceeding. Reorganized Quigley or, as applicable, Pfizer shall respond to such request within ninety (90) days from its receipt and shall use its commercially reasonable efforts to identify the person or persons most knowledgeable about the topic of the request. To the extent a person so identified is a current employee of Reorganized Quigley or

Pfizer, the company shall take commercially reasonable steps to make such current employee available to the Asbestos PI Trust, and the Asbestos PI Trust shall reimburse Reorganized Quigley or Pfizer, as applicable, for lost time and reasonable expenses incurred in making such employee available. Reorganized Quigley shall provide the most current contact information it has for its former officers, employees, and third parties that may have information relevant to the Asbestos PI Claims or insurance coverage therefor. Reorganized Quigley will not take any action to dissuade any current or former officer or employee from cooperating with the Asbestos PI Trust, but in no event shall the refusal of any such current or former officer or employee to cooperate with the Asbestos PI Trust constitute or be deemed to be a breach of Reorganized Quigley's or, as applicable, Pfizer's obligations under this Cooperation Agreement. Pfizer shall have the right to participate in the interview of any such witness and to object to and instruct the individual not to answer any questions that call for the disclosure of Pfizer's confidential or privileged information.

15. This Cooperation Agreement shall be construed in accordance with the laws of the State of New York, without regard to any New York conflict of law principles that would result in the application of laws of any other jurisdiction.

16. This Cooperation Agreement states the entire agreement between the Asbestos PI Trust, Reorganized Quigley and Pfizer with respect to the subject matter hereof, and supersedes all prior representations and agreements between or among the parties as to such subject matter, other than any provisions of the Plan, the Plan Documents (as defined in the Plan) or the order confirming the Plan. Any modification, waiver, or amendment of any provision of this Cooperation Agreement must be in writing and executed by the parties hereto, and no waiver of any term or breach of this Cooperation Agreement shall be deemed a waiver of such term for the future or any subsequent or other breach hereof.

17. This Cooperation Agreement shall be binding upon the parties hereto and each of their respective successors and assigns.

18. This Cooperation Agreement may be executed in counterparts, each of which shall constitute an original but all of which together shall constitute one and the same agreement.

19. Notices to the Asbestos PI Trust shall be sent by overnight mail or certified mail, return receipt requested, addressed to:

Asbestos PI Trust

with a copy (which alone will not constitute notice) to:

Notices to Reorganized Quigley shall be sent by overnight mail or certified mail, return receipt requested, addressed to:

with a copy (which alone will not constitute notice) to:

Notices to Pfizer Inc shall be sent by overnight mail or certified mail, return receipt requested, addressed to:

with a copy (which alone will not constitute notice) to:

IN WITNESS WHEREOF, the parties have executed this Cooperation Agreement effective as of the Effective Date of the Plan.

THE ASBESTOS PI TRUST

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

Its \_\_\_\_\_

REORGANIZED QUIGLEY

BY: \_\_\_\_\_

Its \_\_\_\_\_

PFIZER INC

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

Its \_\_\_\_\_