

DEFINITIONS

Defined Terms:

In addition to other words and terms defined elsewhere in the Plan Documents, the terms below shall have the respective meanings specified below:¹

ANH Refractories Company Shareholder Agreement: The shareholder agreement to be entered into by Reorganized ANH, the NARCO Asbestos Trust and the APG Asbestos Trust, a copy of which is attached to the Disclosure Statement as Exhibit 10.

ANH: ANH Refractories Company, formally known as RHI Services, Inc., a Delaware corporation and a debtor under Chapter 11 of the Bankruptcy Code, which shall become the parent of Reorganized NARCO and Reorganized GIT under the Plans.

APG: A.P. Green Industries, Inc., a Delaware corporation and a debtor under Chapter 11 of the Bankruptcy Code.

APG Asbestos Channeling Injunction: The injunction provided for in Section 5.4 of the GIT Plan with respect to APG Asbestos Trust Claims and APG Asbestos Demands.

APG Asbestos Demand: A “demand” as such term is used in Section 524(g)(5) of the Bankruptcy Code, for payment, present or future, that (i) was not an APG Asbestos Trust Claim as of the Effective Date; and (ii) arises out of the same or similar conduct or events that gave rise to an APG Asbestos Trust Claim.

APG Asbestos Future Claimants Representative: Lawrence Fitzpatrick (or any court-appointed successor), appointed pursuant to Section 524(g)(4)(B) of the Bankruptcy Code and by order of the Bankruptcy Court, as the legal representative for the purpose of protecting the interests of persons that may subsequently assert APG Asbestos Demands.

APG Asbestos Trust: The trust established under the GIT Plan pursuant to section 524(g) of the Bankruptcy Code and pursuant to the APG Asbestos Trust Agreement. The APG Asbestos Trust will assume responsibility for liquidation and payment of the APG Asbestos Trust Claims and APG Asbestos Demands.

APG Asbestos Trust Agreement: The trust agreement which governs the creation and operation of the APG Asbestos Trust, a copy of which is attached as Exhibit GIT A to the GIT Plan.

APG Asbestos Trust Assets: The Cash, stock and rights transferred to the APG Asbestos Trust pursuant to the APG Asbestos Trust Agreement.

¹ As used in the Plan Documents, the Definitions may be modified by the name of a Debtor, as applicable.

APG Asbestos Trust Claims: Asbestos Claims against any GIT Protected Party caused by, allegedly caused by, related to or arising out of exposure to a product or products that were manufactured, installed, specified for installation, fabricated, sold, supplied, produced, designed, distributed, released or in any way at any time marketed or disposed of by APG, an APG Subsidiary, or a predecessor of APG or a predecessor of an APG Subsidiary or by services, actions, or operations of the foregoing, or caused by, or allegedly caused by any such product for which any of the foregoing could be liable under any applicable law, in any case, whether or not arising or allegedly arising, directly or indirectly, from acts or omissions of any of the foregoing, or their present or former officers, directors or employees.

APG Asbestos Trust Distribution Procedures or APG Asbestos TDP: The trust distribution procedures to be implemented by the Trustees of the APG Asbestos Trust pursuant to the terms and conditions of the GIT Plan and attached as Exhibit GIT B to the GIT Plan.

APG Asbestos Trust Termination Date: The date on which the APG Asbestos Trust is terminated as determined pursuant to the terms of the APG Asbestos Trust Agreement.

APG Assigned Asbestos Rights: All rights, including, but not limited to, any right that any Debtor or Reorganized Debtor may have for contribution or other causes of action against any Entity in connection with any APG Asbestos Trust Claim or APG Asbestos Demand, including, without limitation, any rights which any Debtor or Reorganized Debtor may have against any Entity that manufactures, distributes, or sells tobacco products. Specifically excluded from the APG Assigned Asbestos Rights are all Claims of GIT and the GIT-Affiliated Debtors that are subject to the release set forth in Section 13 of the GIT/RHI AG Settlement Agreement.

APG Assigned Silica Rights: All rights, including, but not limited to, any right that any Debtor or Reorganized Debtor may have for contribution or other causes of action against any Entity in connection with any APG Silica Trust Claim or APG Silica Demand, including, without limitation, any rights which any Debtor or Reorganized Debtor may have against any Entity that manufactures, distributes, or sells tobacco products. Specifically excluded from the APG Assigned Silica Rights are all Claims of GIT and the GIT-Affiliated Debtors that are subject to the release set forth in Section 13 of the GIT/RHI AG Settlement Agreement.

APG Debtors: APG and each Subsidiary of APG which is a Debtor.

APG Insolvent Policies: The liability insurance policies listed on Exhibit GIT E-4 to the GIT Plan that were issued to A.P. Green Refractories Co. (n/k/a APG) that provided coverage for asbestos-related and silica-related liabilities, and which were issued by domestic insurers that became insolvent and/or entered liquidation proceedings prior to the Petition Date.

APG KWELM Policies: All insurance policies, known and unknown, issued at any time by Kingscroft Insurance Company Limited, Walbrook Insurance Company Limited, El Paso Insurance Company Limited, Mutual Reinsurance Company Limited and The Bermuda Fire & Marine Insurance Company Limited, In Liquidation, to APG and/or any of its predecessors, Subsidiaries, parents, partnerships, joint ventures or any other Entity in which APG has or had at least a fifty (50%) ownership interest and which were the subject of the (i) Settlement Agreement and Release between A.P. Green Industries, Inc and KWELM Management Services Limited, as Agent for the KWEMB

Companies, and (ii) Supplemental Settlement Agreement and Release between A.P. Green Industries, Inc and KWELM Management Services Limited, as Agent for the KWEMB Companies, each of which were approved by the Bankruptcy Court by Order dated February 10, 2003.

APG Pension Plan for Hourly Employees: That certain pension plan created on December 31, 2001 upon the merger of eight separate APG pension plans.

APG Product Line: All products manufactured, distributed or sold by the APG Debtors or any of their predecessors.

APG Services: A.P. Green Services, Inc., f/k/a/ Bigelow-Liptak Corporation, a Michigan corporation and a debtor under Chapter 11 of the Bankruptcy Code.

APG Services Settled Insurers: Those Entities identified on Exhibit GIT E-1, with the exception of the KWEMB Companies listed therein, which issued the APG Services Settled Policies and the Entity identified in Exhibit GIT E-2 which issued the APG Settled Policy.

APG Services Settled Policies: The liability insurance policies listed on Exhibit GIT E-1 that (i) were issued to APG Services (f/k/a Bigelow-Liptak Corporation), (ii) provide coverage for asbestos and silica-related liabilities, and (iii) are subject to settlement agreements involving APG, APG Services and the respective issuing carrier through which the issuing carriers have agreed, *inter alia*, to contribute proceeds to the APG Asbestos Trust and/or the APG Silica Trust.

APG Settlement Fund: Those proceeds to be paid to the APG Asbestos Trust and APG Silica Trust as a result of (i) the settlements reached with respect to the APG Services Settled Policies; (ii) the settlements with KWELM Management Services Limited in the amount of approximately \$1.0 million relating to the APG KWELM Policies; (iii) the recovery by the APG Debtors of approximately \$8.1 million from the issuers of the APG Insolvent Policies; and (iv) the settlements reached with respect to the APG Settled Policies.

APG Settled Policy: The liability insurance policy listed on Exhibit GIT E-2 that (i) was issued to APG, (ii) provides coverage for silica-related liabilities, and (iii) is subject to a settlement agreement involving APG and the issuing carrier through which the issuing carrier has agreed, *inter alia*, to contribute proceeds to the APG Silica Trust.

APG Silica Channeling Injunction: The injunction provided for in Section 5.4 of the GIT Plan with respect to APG Silica Trust Claims and APG Silica Demands.

APG Silica Demand: A demand for payment, present or future, that (i) was not an APG Silica Trust Claim as of the Effective Date; and (ii) arises out of the same or similar conduct or events that gave rise to an APG Silica Trust Claim.

APG Silica Future Claimants Representative: Philip A. Pahigian (or any court appointed successor), appointed pursuant to Section 105 of the Bankruptcy Code and by order of the Bankruptcy Court, as the legal representative for the purpose of protecting the interests of persons that may subsequently assert APG Silica Demands.

APG Silica Trust: The trust established under the GIT Plan pursuant to section 105 of the

Bankruptcy Code and pursuant to the APG Silica Trust Agreement. The APG Silica Trust will assume responsibility for liquidation and payment of the APG Silica Trust Claims and APG Silica Demands.

APG Silica Trust Agreement: The trust agreement which governs the creation and operation of the APG Silica Trust, a copy of which is attached as Exhibit GIT C to the GIT Plan.

APG Silica Trust Assets: The Cash and rights transferred to the APG Silica Trust pursuant to Section 4.2.3 of the GIT Plan.

APG Silica Trust Claim: Silica Claims against any GIT Protected Party caused by, allegedly caused by, related to or arising out of exposure (beginning prior to July 1, 2000) to a product or products that were manufactured, installed, specified for installation, fabricated, sold, supplied, produced, designed, distributed, released or in any way at any time marketed or disposed of by APG, an APG Subsidiary, or a predecessor of APG or a predecessor of an APG Subsidiary or by services, actions or operations of the foregoing, or caused by, or allegedly caused by any such product for which any of the foregoing could be liable under any applicable law, in any case, whether or not arising or allegedly arising, directly or indirectly, from acts or omissions of any of the foregoing, or their present or former officers, directors or employees.

APG Silica Trust Distribution Procedures or APG Silica TDP: The trust distribution procedures to be implemented by the trustees of the APG Silica Trust pursuant to the terms and conditions of the GIT Plan and attached as Exhibit GIT D to the GIT Plan.

APG Silica Trust Policies: The liability insurance policies that are identified on Exhibit GIT E-3 to the GIT Plan of Reorganization and all other liability insurance policies identified in Attachment A to the Settlement Agreement dated December 31, 1996 between and among APG, The E.J. Bartells Co., and their insurers, except for the APG Insolvent Policies.

APG Silica Trust Policies Issued to GIT: The liability insurance policies that are identified on Exhibit GIT E-3 to the GIT Plan that were issued to GIT.

APG Silica Trust Policy Rights: All of the APG Debtors' rights, claims for coverage, causes of action, or choses in action for accrued or future coverage claims, demands, or other entitlements to insurance proceeds, and any and all extra-contractual rights (including any statutory or common law bad faith or unfair claim handling rights) arising under or in connection with (i) each of the APG Silica Trust Policies except for those APG Silica Trust Policies issued to GIT, and (ii) the APG Silica Trust Policies Issued to GIT, but as to such policies, only on account of APG Silica Trust Claims or APG Silica Demands. Notwithstanding the foregoing, APG Silica Trust Policy Rights shall not include: (i) ownership of the APG Silica Trust Policies; (ii) any rights, claims for coverage, causes of action, or choses in action for insurance coverage or proceeds in connection with any APG Silica Trust Claim or APG Silica Demand alleging first exposure to silica after June 30, 2000; (iii) as to those APG Silica Trust Policies Issued to GIT, ownership of any rights, claims for coverage, causes of action, or choses in action for accrued or future coverage claims, demands, or other entitlement to insurance proceeds, and any and all extra-contractual rights (including statutory or common law bad faith or unfair claim handling rights) arising under or in connection with the APG Silica Trust Policies on account of

any claims or demands other than APG Silica Trust Claims or APG Silica Demands; and (iv) as to those APG Silica Trust Policies (a) with a policy period commencing prior to June 1, 1985 and (b) issued by Travelers Indemnity Company for the June 1, 1985 – June 1, 1986 policy period, any right or claim for coverage for any APG Silica Trust Claim within the products and/or completed operations hazards of such policies because the policy limits relating to these hazards have been exhausted.

APG Silica Trust Termination Date: The date on which the APG Silica Trust is terminated as determined pursuant to the terms of the APG Silica Trust Agreement.

AP Green Refractories: A.P. Green Refractories, Inc., a Delaware corporation and a debtor under Chapter 11 of the Bankruptcy Code.

Administrative Expense Claim: (i) Any cost or expense of administration of the Chapter 11 Cases under Section 503(b) of the Bankruptcy Code including, but not limited to: (a) any actual and necessary postpetition cost or expense of preserving the Estates or operating the businesses of the Debtors, (b) any payment to be made under the NARCO Plan or the GIT Plan, as the case may be, to cure a default on an assumed executory contract or unexpired lease, (c) any postpetition cost, indebtedness or contractual obligation duly and validly incurred or assumed by the Debtors in the ordinary course of business, (d) any valid and allowed reclamation claims in accordance with Section 546(c) of the Bankruptcy Code, (e) compensation or reimbursement of expenses of professionals to the extent allowed by the Bankruptcy Court under Sections 328, 330(a) or 331 of the Bankruptcy Code; and (f) all Claims for adequate protection payments authorized in connection with any debtor-in-possession credit facility; and (ii) any fee or charge assessed against any of the Estates under 28 U.S.C. § 1930.

Affiliate: An “affiliate”, as defined in Section 101(2) of the Bankruptcy Code, but modified so that references to the word “debtor” found in Section 101(2) shall be deemed deleted and replaced with the word “Entity.” Notwithstanding the foregoing, the PI Trusts are not Affiliates of any Reorganized Debtor.

Allowed: With respect to any Claim (other than an Administrative Expense Claim, a Disputed Claim, an Asbestos Trust Claim or an APG Silica Trust Claim, as applicable in the NARCO Plan or GIT Plan), (i) any Claim that is specifically designated as Allowed under either the NARCO Plan or the GIT Plan, as the case may be, (ii) any Claim proof of which was timely filed with the Bankruptcy Court or its duly appointed claims agent, or, in compliance with any order of the Bankruptcy Court regarding the filing of a proof of claim, with respect to which either no objection to the allowance thereof has been filed within the applicable period of limitation fixed by either the NARCO Plan or the GIT Plan, as the case may be, the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court, or the Claim has been allowed by a Final Order (but only to the extent so allowed) or (iii) any Claim that has been, or hereafter is, listed in the schedules as liquidated in amount and not disputed or contingent.

With respect to any Claim that is asserted to constitute an Administrative Expense Claim (i) a Claim that represents an actual and necessary expense of preserving the Estate or operating the business of the Debtors, to the extent such Claim is determined by the Debtors to constitute an Administrative Expense Claim; (ii) other than with respect to a Claim of a professional person employed under Sections 327, 328 or 1103 of the Bankruptcy Code that is

required to apply to the Bankruptcy Court for the allowance of compensation and reimbursement of expenses pursuant to Section 330 of the Bankruptcy Code, a Claim that the Debtors do not believe constitutes an Administrative Expense Claim, and such Claim is allowed in whole or in part by a Final Order of the Bankruptcy Court and only to the extent that such allowed portion is determined pursuant to a Final Order to constitute a cost or expense of administration under Sections 503(b) and 507(a)(1) of the Bankruptcy Code; or (iii) that represents a Claim of a professional person employed under Sections 327, 328 or 1103 of the Bankruptcy Code that is required to apply to the Bankruptcy Court for the allowance of compensation or reimbursement of expenses pursuant to Section 330 of the Bankruptcy Code, to the extent such Claim is allowed by a Final Order of the Bankruptcy Court under Section 330 of the Bankruptcy Code.

Allowed Amount: The dollar amount of an Allowed Claim.

Amended and Restated Bylaws: The Amended and Restated Bylaws of Reorganized ANH, attached as Exhibit 9 to the Disclosure Statement.

Amended and Restated Certificate of Incorporation: The Amended and Restated Certificate of Incorporation of Reorganized ANH, attached as Exhibit 8 to the Disclosure Statement.

Asbestos Claim: Any Asbestos Personal Injury Claim or Indirect Asbestos Trust Claim.

Asbestos Claimants Committees: As used in the Disclosure Statement, Asbestos Claimants Committees means collectively the NARCO Asbestos Claimants Committee and the GIT Asbestos Claimants Committee.

Asbestos Demands: As used in the Disclosure Statement, NARCO Asbestos Demands and APG Asbestos Demands.

Asbestos Personal Injury Claim: (i) Any Claim or lawsuit, and (ii) any debt, obligation or liability (whether or not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, bonded, secured, or unsecured) whenever and wherever arising or asserted and in either case (i) or (ii) for, relating to, or arising by reason of, directly or indirectly, physical, emotional, bodily or other personal injury, sickness, disease, death or damages for personal injury actually or allegedly arising out of or based on or attributable to, in whole or in part, exposure to asbestos, or asbestos-containing products or materials. Asbestos Personal Injury Claim does not include any claim by any present or former employee for benefits under a policy of workers' compensation insurance or for benefits of any state or federal workers' compensation statute or any other statute providing compensation to an employee from an employer.

Asbestos Trust Claim: With respect to the NARCO Plan, a NARCO Asbestos Trust Claim, and with respect to the GIT Plan, an APG Asbestos Trust Claim.

Ballot: A Ballot approved by the Bankruptcy Court in the Chapter 11 Cases to be distributed to holders of impaired Claims, for acceptance or rejection of the Plans.

Bankruptcy Code: The Bankruptcy Reform Act of 1978, as amended, and as codified in Title 11 of the United States Code, as applicable to the Chapter 11 Case.

Bankruptcy Court: The United States District Court for the Western District of Pennsylvania, having jurisdiction over the Chapter 11 Cases and, to the extent of any reference made pursuant to Section 157 of Title 28 of the United States Code, the unit of such District Court constituted pursuant to Section 151 of Title 28 of the United States Code.

Bankruptcy Professional: Any Entity (i) employed pursuant to an order of the Bankruptcy Court in accordance with Sections 327 or 1103 of the Bankruptcy Code and to be compensated for services pursuant to Sections 327, 328, 329, 330 and/or 331 of the Bankruptcy Code, or (ii) who wishes to apply to the Bankruptcy Court for compensation and reimbursement of expenses pursuant to Section 503(b) of the Bankruptcy Code. As used in the Plan Documents, Bankruptcy Professional may be modified by “NARCO” or “GIT.”

Bankruptcy Rules: The Federal Rules of Bankruptcy Procedure, as amended, as applicable to the Chapter 11 Cases, including the local rules of the Bankruptcy Court.

Bar Date: The date(s) fixed by order(s) of the Bankruptcy Court by which Entities required by such order to file a proof of claim must file a proof of claim or be forever barred from asserting such Claim against the Debtors or their property and from voting on the Plan and/or sharing in distributions hereunder.

Bar Date Order: Orders of the Bankruptcy Court entered on October 11 and 18, 2002, which established the general deadline for filing proofs of claim against the Debtors, except as regarding claims for asbestos- and silica-related liabilities.

Business Day: Any day other than Saturday, Sunday, or a “legal holiday,” as such term is defined in Bankruptcy Rule 9006(a).

Capitalized Lease: Any lease which is required to be treated as a capital lease under GAAP.

Cash: United States currency, a check drawn on a U.S. domestic bank, or a wire transfer of funds.

Cash Reserve: The Contingent Claims Cash Reserve and the Disputed Claims Cash Reserve.

Chapter 11: Chapter 11 of the Bankruptcy Code.

Chapter 11 Cases: As the case may be, the case of NARCO and the NARCO-Affiliated Debtors commenced by the filing of voluntary petitions for relief under Chapter 11 of the Bankruptcy Code on the applicable Petition Dates jointly administered in the Bankruptcy Court at Case No. 02-20198 and the case of GIT and the GIT-Affiliated Debtors commenced by the filing of voluntary petitions for relief under Chapter 11 of the Bankruptcy Code on the applicable Petition Dates jointly administered in the Bankruptcy Court at Case No. 02-21626.

Claim: A “claim”, as defined in Section 101(5) of the Bankruptcy Code.

Class: A category of Claims or Equity Interests pursuant to a Plan, as such term is used and described in Section 1122 of the Bankruptcy Code.

Confirmation Date: The later of the dates on which the clerk of the Bankruptcy Court or the District Court enters each of the Confirmation Orders on the docket.

Confirmation Hearing: A hearing to consider confirmation of each Plan commencing on June 5, 2006 at 9:00 a.m., to be held before the Honorable Judith K. Fitzgerald, United States Bankruptcy Judge, United States Bankruptcy Court, Western District of Pennsylvania.

Confirmation Order(s): The orders of the Bankruptcy Court confirming the NARCO Plan and/or the GIT Plan as affirmed by the District Court in accordance with the provisions of Chapter 11 of the Bankruptcy Code, which will contain, *inter alia*, the NARCO Channeling Injunction and the GIT Channeling Injunction, respectively.

Contingent Claims: A Claim which is a contingent and/or unliquidated Claim and not a NARCO Class 4-A Claim, NARCO Class 4-B Claim, GIT Class 4-A Claim, GIT Class 4-B Claim, GIT Class 5-A Claim or GIT Class 5-B Claim.

Contingent Claims Cash Reserve: The Cash deposited by the Debtors or Reorganized ANH in one or more segregated accounts on the Effective Date which amount shall be the good faith estimate of the total Distributions to be made on account of all Contingent Claims as of such date. The Debtors shall seek Bankruptcy Court approval of such Contingent Claims Cash Reserve on or prior to the Effective Date.

Creditor: A “creditor”, as defined in Section 101(10) of the Bankruptcy Code.

Creditors Committees: As used in the Disclosure Statement, Creditors Committees means collectively the NARCO Creditors Committee and the GIT Creditors Committee.

DII: DII Industries, LLC, a Delaware limited liability company, the successor in interest of Dresser Industries, Inc., a Delaware corporation, together with its present and former officers, directors, shareholders, representatives, affiliates, assigns and their respective attorneys, consultants, financial advisors, investment bankers, professional persons and employees.

DII Asbestos TDP: The trust distribution procedures to be implemented by the trustee of the DII Asbestos Trust pursuant to the terms and conditions of the DII Plan and the orders entered by the Bankruptcy Court in the DII Chapter 11 Case.

DII Asbestos Trust: The trust established under the DII Plan pursuant to Sections 105 and 524(g) of the Bankruptcy Code to assume responsibility for liquidation and payment of, among other things, H-W Asbestos Trust Claims.

DII Chapter 11 Case: A prepackaged plan of reorganization filed on December 16, 2003 by DII Industries, LLC and captioned as In re Mid-Valley Inc., et al., 03-35592 (Bankr. W.D. Pa.).

DII DIP Facility: A \$35 million debtor-in-possession credit facility provided by DII to GIT, H-W and APG secured by, among other things, a Lien on all assets of GIT, H-W and APG at the Petition Date.

DII Plan: A plan of reorganization for DII and various of its direct and indirect Subsidiaries in the DII Chapter 11 Case, which plan was confirmed by the Bankruptcy Court on July 16, 2004.

DII Silica TDP: The trust distribution procedures to be implemented by the Trustees of the DII Silica

Trust pursuant to the terms and conditions of the DII Plan and the orders entered by the Bankruptcy Court in the DII Chapter 11 Case.

DII Silica Trust: The trust to be established under the DII Plan pursuant to Section 105 of the Bankruptcy Code to assume responsibility for liquidation and payment of, among other things, H-W Silica Trust Claims.

Debtors: As used in the NARCO Plan, Debtors means NARCO and the NARCO-Affiliated Debtors, and each is individually referred to from time to time as a Debtor. As used in the GIT Plan, Debtors means GIT and the GIT-Affiliated Debtors, and each is individually referred to from time to time as a Debtor. As used in the Disclosure Statement, Debtors means NARCO and the NARCO-Affiliated Debtors and GIT and the GIT-Affiliated Debtors, and each is individually referred to from time to time as a Debtor.

Discharge Injunction: The injunction issued pursuant to Section 5.3 of the NARCO Plan and Section 5.3 of the GIT Plan.

Disclosure Statement: The Disclosure Statement, as it may be amended from time to time, dated September 15, 2005, filed under Section 1125 of the Bankruptcy Code in the United States Bankruptcy Court for the Western District of Pennsylvania with respect to the NARCO Plan and the GIT Plan.

Disputed Claim: A Claim which has been (i) "scheduled" as disputed or (ii) subject to an objection filed within the applicable period of limitation fixed by either the NARCO Plan or the GIT Plan, as the case may be, the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court.

Disputed Claims Cash Reserve: The Cash deposited by the Debtors or Reorganized ANH in one or more segregated accounts on the Effective Date which amount shall be the good faith estimate of the total Distributions to be made on account of all Disputed Claims, determined by the Debtors. The Debtors shall seek Bankruptcy Court approval of such Disputed Claims Cash Reserve on or prior to the Effective Date.

Distribution: The payment or distribution under the NARCO Plan or the GIT Plan of property or interests in property to the holders of Allowed Claims, and to either the NARCO Asbestos Trust, the APG Asbestos Trust, or the APG Silica Trust, as the case may be.

District Court: The United States District Court for the Western District of Pennsylvania, having jurisdiction over the Chapter 11 Cases.

Dividend: Such dividends from Reorganized ANH to the shareholders of Reorganized ANH as the Board of Directors may approve from time to time.

Effective Date: The first Business Day after the date on which all of the conditions precedent to the effectiveness of the NARCO Plan and/or the GIT Plan specified in Section 9 of the NARCO Plan and Section 9 of the GIT Plan, respectively, have been satisfied or waived or, if a stay of the Confirmation Order is in effect on such date, the first Business Day after the expiration, dissolution, or lifting of such stay.

Entity: An individual, corporation, partnership, limited liability company, association, joint stock company, joint venture, estate, trust, unincorporated organization, government or any political subdivision thereof, the

United States Trustee, or other person or entity.

Equity Interest: Any equity interest in any of the Debtors represented by the shares of capital stock in such Debtors, whether or not issued.

ERISA: Employee Retirement Income Security Act of 1974, as amended.

Estate: As to each Debtor, the estate created for such Debtor under Section 541 of the Bankruptcy Code upon the commencement of its Chapter 11 Case.

Final Order: An order of a court: (i) as to which the time to appeal, petition for writ of certiorari, or otherwise seek appellate review or to move for reargument, rehearing or reconsideration has expired and as to which no appeal, petition for writ of certiorari, or other appellate review, or proceedings for reargument, rehearing or reconsideration shall then be pending; (ii) or as to which any right to appeal, petition for certiorari, or move for reargument or rehearing shall have been waived in writing in form and substance satisfactory (a) in the case of NARCO, to Reorganized NARCO and Honeywell, whose consent shall not be unreasonably withheld, or (b) in the case of GIT, to Reorganized GIT, as the case may be; or (iii) in the event that an appeal, writ of certiorari, or other appellate review or reargument, rehearing or reconsideration thereof has been sought, such order shall have been affirmed by the highest court to which such order was appealed from which writ of certiorari or other appellate review or reargument, rehearing or reconsideration was sought, and the time to take any further appeal, to petition for writ of certiorari, to otherwise seek appellate review, and to move for reargument, rehearing or reconsideration shall have expired.

First Day Motions: The motions filed by the Debtors in the Bankruptcy Court on or around the date the Debtors' respective bankruptcy cases were initiated.

First Day Order: An order entered by the Bankruptcy Court with respect to the First Day Motions.

Future Claimants Representatives: As used in the GIT Plan, the Future Claimants Representatives means collectively the APG Asbestos Future Claimants Representative and the APG Silica Future Claimants Representative. As used in the Disclosure Statement, the Future Claimants Representatives means collectively the NARCO Asbestos Future Claimants Representative, the APG Asbestos Future Claimants Representative and the APG Silica Future Claimants Representative.

GAAP: Generally Accepted Accounting Principles as used in the United States, as in effect at the date of the Effective Date of the NARCO Plan and GIT Plan, as applicable.

GIT: Global Industrial Technologies, Inc., a Delaware corporation and debtor under Chapter 11 of the Bankruptcy Code.

GIT-Affiliated Debtors: H-W, Indresco International, H-W Europe, H-W International, GPX, GPS, GPX Forge, GPX Acquisition, GPX Forge-U, TMPSC, GIT Services, GIX, APG, APG Services, APG Development, Detrick, APG Refractories, Intogreen, APG International, APGRI, Lanxide, CHIAM, ANH, RHI Receivables and RHI Refractories America, Inc.

GIT Asbestos Claimants Committee: The Official Committee of Asbestos Claimants appointed in

the Chapter 11 Cases of GIT and the GIT-Affiliated Debtors in accordance with Section 1102(a) of the Bankruptcy Code and their duly appointed successors, if any, as the same may be reconstituted from time to time.

GIT Assigned Rights: The APG Assigned Asbestos Rights and the APG Assigned Silica Rights.

GIT Channeling Injunction: The APG Asbestos Channeling Injunction and the APG Silica Channeling Injunction.

GIT Creditors Committees: The Official Committee of Unsecured Creditors of GIT and the GIT-Affiliated Debtors, appointed in the GIT Chapter 11 Cases in accordance with Section 1102(a) of the Bankruptcy Code and their duly appointed successors, if any, as the same may be reconstituted from time to time.

GIT/DII Settlement Agreement: The agreement between DII and the GIT Debtors attached as Exhibit 6 to the Disclosure Statement.

GIT Entities: GIT, ANH, and their direct and indirect Subsidiaries.

GIT Pension Plans: The H-W Pension Plan for Hourly Employees, the GIT Retirement Income Plan and the APG Pension Plan for Hourly Employees.

GIT Plan: The Plan of Reorganization for GIT and the GIT-Affiliated Debtors in its present form or as it may be amended, supplemented, or otherwise modified from time to time, and the exhibits and schedules to the foregoing, as the same may be in effect at the time such reference becomes operative.

GIT Protected Party: Any of the following parties:

- (i) GIT (with respect to APG Asbestos Trust Claims, APG Asbestos Demands, APG Silica Trust Claims and APG Silica Demands);
- (ii) GIT-Affiliated Debtors (with respect to APG Asbestos Trust Claims, APG Asbestos Demands, APG Silica Trust Claims and APG Silica Demands);
- (iii) the Reorganized Debtors under the NARCO Plan and the GIT Plan (with respect to APG Asbestos Trust Claims, APG Asbestos Demands, APG Silica Trust Claims and APG Silica Demands);
- (iv) any Subsidiary of the Reorganized Debtors under the NARCO Plan and the GIT Plan, including without limitation Corrosion IP Corp., Corrosion Technology International Services Company, Corrosion Technology International, Inc., Corrosion Technology Chile S.A., Indresco Jeffrey Industria e Comercio Ltda., Construcciones Refractarias Resca S.A., Global-GIX Canada Inc., 1086215 Ontario Inc., Polymer Pipe Technology, Inc., Harbison-Walker Refractories Limited, Liptak Bradley Limited, CTI Europe N.V., CTI Pacific Chusik Hoesa, CTI Pacific Pty. Limited, GIX Pty. Ltd., PT Harbison-Walker, A.P. Green de Mexico S.A. de C.V., S.A., Zircoa, Inc., NAR Export Sales Ltd., and RHI America Receivables Corporation (with respect to APG Asbestos Trust Claims, APG Asbestos Demands, APG Silica Trust Claims and APG Silica Demands);

- (v) Bigelow-Liptak Corporation (with respect solely to APG Asbestos Trust Claims and APG Asbestos Demands arising out of, resulting from, or attributable to asbestos-containing products manufactured, installed, fabricated, sold, supplied, produced, designed, distributed or in any way at any time marketed or disposed of by an APG Debtor under the "Bigelow-Liptak" name or any form thereof prior to February 1, 1989);
- (vi) The Stebbins Engineering And Manufacturing Company (with respect solely to APG Asbestos Trust Claims and APG Asbestos Demands arising out of, resulting from, or attributable to asbestos-containing products manufactured, installed, fabricated, sold, supplied, produced, designed, distributed or in any way at any time marketed or disposed of by an APG Debtor under the "Bigelow-Liptak" name or any form thereof prior to February 1, 1989);
- (vii) The RHI AG Entities (with respect to APG Asbestos Trust Claims, APG Asbestos Demands, APG Silica Trust Claims and APG Silica Demands);
- (viii) any Entity, including, but not limited to, the APG Services Settled Insurers, that has provided insurance to GIT, any of the GIT-Affiliated Debtors, the Reorganized Debtors for APG Asbestos Trust Claims, APG Asbestos Demands, APG Silica Trust Claims or APG Silica Demands and that, by agreement, is a contributor, directly or indirectly, of the proceeds from such insurance to the APG Asbestos Trust or the APG Silica Trust (but only with respect to the APG Asbestos Trust Claims, APG Asbestos Demands, APG Silica Trust Claims or APG Silica Demands for which the insurance was provided);
- (ix) any Entity that, pursuant to the GIT Plan or after the Effective Date becomes a direct or indirect transferee of, or successor to any assets of GIT, any of the GIT-Affiliated Debtors, the Reorganized Debtors, the APG Asbestos Trust or the APG Silica Trust (but only to the extent that liability for APG Asbestos Trust Claims, APG Asbestos Demands, APG Silica Trust Claims or APG Silica Demands is asserted to exist by reason of it becoming such a transferee or successor);
- (x) any Entity that, pursuant to the GIT Plan or after the Effective Date, makes a loan to any of the Reorganized Debtors, the APG Asbestos Trust, the APG Silica Trust or to a successor to, or transferee of, any assets of GIT, any of the GIT-Affiliated Debtors, the Reorganized Debtors, the APG Asbestos Trust, or the APG Silica Trust (but only to the extent that liability for APG Asbestos Trust Claims, APG Asbestos Demands, APG Silica Trust Claims or APG Silica Demands is asserted to exist by reason of such Entity becoming such a lender or to the extent any pledge of assets made in connection with such a loan is sought to be avoided or impaired, based upon the assertion of an APG Asbestos Trust Claim, APG Asbestos Demand, APG Silica Trust Claim or APG Silica Demand);
- (xi) any present or former officer, director or employee of GIT, any of the GIT-Affiliated Debtors, or the Reorganized Debtors to the extent he or she is alleged to be directly or indirectly liable for APG Asbestos Trust Claims, APG Asbestos Demands, APG Silica Trust Claims or APG Silica Demands based on the conduct

of GIT, the GIT-Affiliated Debtors, or the Reorganized Debtors or by reason of his or her service as a present or former officer, director or employee of GIT, any of the GIT-Affiliated Debtors, or the Reorganized Debtors;

(xii) the NARCO Asbestos Trust (with respect to APG Asbestos Trust Claims, APG Asbestos Demands, APG Silica Trust Claims and APG Silica Demands), the APG Asbestos Trust (with respect to APG Silica Trust Claims and APG Silica Demands) and the APG Silica Trust (with respect to APG Asbestos Trust Claims and APG Asbestos Demands);

(xiii) Brickyard Development Partners LP, Empresa de Refractorios Colombianos, S.A., and Materiales Industriales, S.A. (with respect to APG Asbestos Trust Claims, APG Asbestos Demands, APG Silica Trust Claims and APG Silica Demands); or

(xiv) as of December 23, 2005 the GIT Protected Parties include, but are not limited to, the parties listed on Exhibit A attached hereto. The Debtors reserve the right to amend or supplement Exhibit A to these Definitions until the Confirmation Date pursuant to the provisions of the Bankruptcy Code on appropriate notice, and thereafter amendments or supplements may be made by an order of a court of appropriate jurisdiction on appropriate notice.

Notwithstanding the foregoing, for avoidance of doubt, the term GIT Protected Party shall not include U. S. Gypsum Corporation or any of its Subsidiaries or Affiliates as of the Effective Date of the GIT Plan.

GIT Retirement Income Plan: That certain pension plan sponsored by GIT.

GIT/RHI AG Settlement Agreement: That certain Settlement and Mutual Release Agreement among GIT *et al.* and RHI AG *et al.*, dated as of April 13, 2004 and attached to the Disclosure Statement as Exhibit 7, as amended from time to time.

General Unsecured Claim: (i) With respect to the NARCO Plan any Claim that is not an Administrative Expense Claim, Priority Claim, or NARCO Class 1-A, 1-B, 2, 3-B, 3-C, 4-A, or 4-B Claims; and (ii) with respect to the GIT Plan any Claim that is not an Administrative Expense Claim, Priority Claim, or GIT Class 1-A, 1-B, 3-B, 3-C, 4-A, 4-B, 5-A, or 5-B Claims.

GIT Unsecured Creditor Fund: Shall have the meaning set forth in Section 3.2.3.1 of the GIT Plan.

H-W: Harbison-Walker Refractories Company, a Delaware corporation and a debtor under Chapter 11 of the Bankruptcy Code.

H-W Asbestos Trust Claims: Asbestos PI Trust Claims (as defined in the DII Plan). Attached hereto as Exhibit B and incorporated herein solely for purposes of this definition and the definition of "H-W Silica Trust Claims" (which is defined below) is a glossary of key terms used in the DII Plan, including the term "Asbestos PI Trust Claim."

H-W Debtors: H-W and each Subsidiary of H-W which is a Debtor.

H-W DIP Letter Agreement: That certain loan and security agreement, dated as of February, 2002,

between and among Harbison-Walker Refractories Company, Debtors, APG and DII, pursuant to which DII provided the DII DIP Facility which was subsequently approved by Final Order of the Bankruptcy Court on June 4, 2002.

H-W Pension Plan for Hourly Employees: That certain pension plan created on December 31, 2001 when eight H-W pension plans were merged.

H-W Silica Trust Claims: Silica PI Trust Claims (as defined in the DII Plan). Attached hereto as Exhibit B and incorporated herein solely for purposes of this definition and the definition of "H-W Asbestos Trust Claims" (which is defined above) is a glossary of key terms used in the DII Plan, including the term "Silica PI Trust Claim."

Halliburton: Halliburton Company, a Delaware corporation.

Holdings: RHI Refractories Holding Company, a Delaware corporation which has not filed for relief under Chapter 11 of the Bankruptcy Code, and was the holding company for NARCO, GIT and ANH at the time of the Petition Date.

Honeywell: Honeywell International Inc., a Delaware corporation, together with its present and former officers, directors, shareholders, representatives, Affiliates and assigns.

Honeywell Trust Contribution: The obligations imposed upon Honeywell in connection with the NARCO Asbestos Trust, as set forth in the NARCO Asbestos Trust Agreement, attached as Exhibit NARCO A to the NARCO Plan.

IRS: The United States Internal Revenue Service.

Indirect Asbestos Trust Claim: (i) Any Claim based upon an alleged right of contribution, reimbursement, subrogation or indemnity (as those terms are defined by the non-bankruptcy law of any relevant jurisdiction) arising out of an Asbestos Personal Injury Claim or another Indirect Asbestos Trust Claim, and (ii) any other derivative or indirect Claim of any kind whatsoever, whether in the nature of or sounding in contract, tort, warranty or any other theory of law, equity or admiralty, arising out of an Asbestos Personal Injury Claim or another Indirect Asbestos Trust Claim.

Indirect Silica Trust Claim: (i) Any Claim based upon an alleged right of contribution, reimbursement, subrogation or indemnity (as those terms are defined by the non-bankruptcy law of any relevant jurisdiction) arising out of a Silica Personal Injury Claim or another Indirect Silica Trust Claim, and (ii) any other derivative or indirect Claim of any kind whatsoever, whether in the nature of or sounding in contract, tort, warranty or any other theory of law, equity or admiralty, arising out of a Silica Personal Injury Claim or another Indirect Silica Trust Claim.

Injunctions: With respect to the NARCO Plan, the Discharge Injunction provided for in Section 5.3 of the NARCO Plan, the Section 346 Injunction provided for in Section 12.8 of the NARCO Plan and the NARCO Channeling Injunction provided for in Section 5.4 of the NARCO Plan. With respect to the GIT Plan, the Discharge Injunction provided for in Section 5.3 of the GIT Plan, the Section 346 Injunction provided for in Section 12.8 of the

GIT Plan and the GIT Channeling Injunction provided for in Section 5.4 of the GIT Plan.

Internal Revenue Code: The Internal Revenue Code of 1986, as amended, and any applicable rulings, regulations (including temporary and proposed regulations) promulgated thereunder, judicial decisions, and notices, announcements, and other releases of the United States Treasury Department or the IRS.

Lien: A “lien,” as defined in Section 101(37) of the Bankruptcy Code.

NARCO: North American Refractories Company, an Ohio corporation and a debtor under Chapter 11 of the Bankruptcy Code.

NARCO-Affiliated Debtors: I-Tec, Intertec and Tri-Star.

NARCO Asbestos Claimants Committee: The Official Committee of Asbestos Claimants appointed in the Chapter 11 Cases of NARCO and the NARCO-Affiliated Debtors in accordance with Section 1102(a) of the Bankruptcy Code and their duly appointed successors, if any, as the same may be reconstituted from time to time.

NARCO Asbestos Demand: A “demand” as such term is used and defined in Section 524(g)(5) of the Bankruptcy Code, for payment, present or future, that (i) was not a NARCO Asbestos Trust Claim as of the Effective Date; and (ii) arises out of the same or similar conduct or events that gave rise to a NARCO Asbestos Trust Claim.

NARCO Asbestos Future Claimants Representative: Lawrence Fitzpatrick (or any court appointed successor), appointed pursuant to Section 524(g)(4)(B) of the Bankruptcy Code and by order of the Bankruptcy Court, as the legal representative for the purpose of protecting the interests of persons that may subsequently assert NARCO Asbestos Demands against NARCO and the NARCO Affiliated Debtors.

NARCO Asbestos Trust: The trust established under the NARCO Plan pursuant to Section 524(g) of the Bankruptcy Code and pursuant to the NARCO Asbestos Trust Agreement. The NARCO Asbestos Trust will assume responsibility for liquidation and payment of the NARCO Asbestos Trust Claims and NARCO Asbestos Demands.

NARCO Asbestos Trust Agreement: That certain North American Refractories Company Asbestos Trust Agreement, which governs the creation and operation of the NARCO Asbestos Trust, a copy of which is attached as Exhibit NARCO A to the NARCO Plan.

NARCO Asbestos Trust Assets: The Cash, stock and rights transferred to the NARCO Asbestos Trust pursuant to the NARCO Asbestos Trust Agreement.

NARCO Asbestos Trust Claims: Asbestos Claims against any NARCO Protected Party and caused by, allegedly caused by, related to or arising out of exposure to a product or products that were manufactured, distributed, sold, handled, installed, stored or removed as part of the NARCO Product Line, or by services, actions, or operations of any NARCO Protected Party, or caused by, or allegedly caused by any such product for which any NARCO Protected Party could be liable under any applicable law, in any case, whether or not arising or allegedly arising, directly or indirectly, from acts or omissions of any NARCO Protected Party, or their present or former officers, directors or employees.

NARCO Asbestos Trust Distribution Procedures or NARCO Asbestos TDP: The trust distribution procedures to be implemented by the Trustees pursuant to the terms and conditions of the NARCO Plan and the NARCO Asbestos Trust Agreement and attached as Exhibit NARCO B to the NARCO Plan.

NARCO Asbestos Trust Termination Date: The date on which the NARCO Asbestos Trust is terminated as determined pursuant to the terms of the NARCO Asbestos Trust Agreement.

NARCO Assigned Rights: All rights, including but not limited to any rights, that any Debtor or Reorganized Debtor may have for contribution or other causes of action against any Entity in connection with any NARCO Asbestos Trust Claim or NARCO Asbestos Demand, including, without limitation, any rights which the Debtor may have against any Entity that manufactures, distributes, or sells tobacco products. Specifically excluded from the NARCO Assigned Rights are all Claims of NARCO and the NARCO-Affiliated Debtors that are subject to the release set forth in Section 13 of the NARCO/RHI AG Settlement Agreement.

NARCO Channeling Injunction: The injunction provided for in Section 5.4 of the NARCO Plan.

NARCO Creditors Committees: The Official Committee of Unsecured Creditors of NARCO and the NARCO-Affiliated Debtors, appointed in the NARCO Chapter 11 Cases in accordance with Section 1102(a) of the Bankruptcy Code and their duly appointed successors, if any, as the same may be reconstituted from time to time.

NARCO-DIP Facility: A \$20 million debtor-in-possession credit facility provided by Honeywell, through its affiliate January 2002 LLC Funding, to NARCO collateralized by the accounts receivable and inventory of NARCO at its Petition Date.

NARCO Entities: NARCO and its direct and indirect Subsidiaries.

NARCO/Honeywell Settlement Agreement: That Settlement Agreement between NARCO and Honeywell and attached to the Disclosure Statement as Exhibit 4.

NARCO Pension Plans: The NARCO Pension Plan for Hourly Employees and the NARCO Salaried Employees Pension Plan, each of which is a defined benefit pension plan to which Title IV of ERISA applies.

NARCO Plan: The Plan of Reorganization for NARCO and the NARCO Affiliated Debtors either in its present form or as it may be amended, supplemented, or otherwise modified from time to time, and the exhibits and schedules to the foregoing, as the same may be in effect at the time such reference becomes operative.

NARCO Product Line: All products manufactured, distributed or sold by NARCO, NARCO-Affiliated Debtors, NARCO Subsidiaries or any of their predecessors, including without limitation Honeywell (but in the case of Honeywell and any other predecessors, solely in connection with, arising under, due to or related to the line of products historically manufactured, distributed, marketed, or sold as part of the North American Refractories Company business), Eltra Corporation (but in the case of Eltra Corporation, solely in connection with, arising under, due to or related to the line of products historically manufactured, distributed, marketed, or sold as part of the North American Refractories Company business), and North American Refractories Company, a Delaware corporation.

NARCO Protected Party: Any of the following parties with respect to NARCO Asbestos Trust

Claims and NARCO Asbestos Demands only :

- (i) Honeywell (only with respect to NARCO Asbestos Trust Claims and NARCO Asbestos Demands derived from the NARCO Product Line);
- (ii) any Honeywell Affiliate (only with respect to NARCO Asbestos Trust Claims and NARCO Asbestos Demands derived from the NARCO Product Line);
- (iii) NARCO;
- (iv) NARCO-Affiliated Debtors;
- (v) the Reorganized Debtors under the NARCO Plan and the GIT Plan;
- (vi) any Subsidiary of the Reorganized Debtors under the NARCO Plan and the GIT Plan, including without limitation Corrosion IP Corp., Corrosion Technology International Services Company, Corrosion Technology International, Inc., Corrosion Technology Chile S.A., Indresco Jeffrey Industria e Comercio Ltda., Construcciones Refractarias Resca S.A., Global-GIX Canada Inc., 1086215 Ontario Inc., Polymer Pipe Technology, Inc., Harbison-Walker Refractories Limited, Liptak Bradley Limited, CTI Europe N.V., CTI Pacific Chusik Hoesa, CTI Pacific Pty. Limited, GIX Pty. Ltd., PT Harbison-Walker, A.P. Green de Mexico S.A. de C.V., S.A., Zircoa, Inc., NAR Export Sales Ltd., and RHI America Receivables Corporation;
- (vii) any Entity that has provided insurance to NARCO, any of the NARCO-Affiliated Debtors, the Reorganized Debtors, Honeywell, any Honeywell Affiliate for NARCO Asbestos Trust Claims or NARCO Asbestos Demands and that, by agreement, is a contributor, directly or indirectly, of the proceeds from such insurance to the NARCO Asbestos Trust (but only with respect to the NARCO Asbestos Trust Claims and NARCO Asbestos Demands for which the insurance was provided);
- (viii) any Entity that, pursuant to the NARCO Plan or after the Effective Date becomes a direct or indirect transferee of, or successor to any assets of NARCO, any of the NARCO-Affiliated Debtors, the Reorganized Debtors, or the NARCO Asbestos Trust (but only to the extent that liability for NARCO Asbestos Trust Claims or NARCO Asbestos Demands is asserted to exist by reason of it becoming such a transferee or successor);
- (ix) any Entity that, pursuant to the NARCO Plan or after the Effective Date, makes a loan to any of the Reorganized Debtors or the NARCO Asbestos Trust or to a successor to, or transferee of, any assets of NARCO, any of the NARCO-Affiliated Debtors, the Reorganized Debtors, or the NARCO Asbestos Trust (but only to the extent that liability for NARCO Asbestos Trust Claims or NARCO Asbestos Demands is asserted to exist by reason of such Entity becoming such a lender or to the extent any pledge of assets made in connection with such a loan is sought to be avoided or impaired, based upon the assertion of a NARCO Asbestos Trust Claim or NARCO Asbestos Demand); or

- (x) any present or former officer, director or employee of NARCO, any of the NARCO-Affiliated Debtors, or the Reorganized Debtors to the extent he or she is alleged to be directly or indirectly liable for NARCO Asbestos Trust Claims or NARCO Asbestos Demands based on the conduct of NARCO, the NARCO-Affiliated Debtors, Honeywell, any Honeywell Affiliate or the Reorganized Debtors or by reason of his or her service as a present or former officer, director or employee of NARCO, any of the NARCO-Affiliated Debtors, or the Reorganized Debtors;
- (xi) the RHI AG Entities;
- (xii) the APG Asbestos Trust and APG Silica Trust;
- (xiii) Brickyard Development Partners LP, Empresa de Refractorios Colombianos, S.A., and Materiales Industriales, S.A.; or
- (xiv) as of December 23, 2005 the NARCO Protected Parties are the parties listed on Exhibit C attached hereto. The Debtors reserve the right to amend or supplement Exhibit C to these Definitions until the Confirmation Date pursuant to the provisions of the Bankruptcy Code on appropriate notice, and thereafter amendments or supplements may be made by an order of a court of appropriate jurisdiction on appropriate notice.

NARCO/RHI AG Settlement Agreement: That Settlement and Mutual Release Agreement among NARCO *et. al.* and RHI AG *et. al.*, dated as of April 13, 2004, and attached to the Disclosure Statement as Exhibit 5, as amended from time to time.

NARCO Salaried Employees Pension Plan: That certain pension plan for salaried employees created on December 31, 2001.

NARCO Silica Claims: Silica Claims against NARCO or any NARCO-Affiliated Debtor and caused by, allegedly caused by, related to or arising out of exposure (beginning prior to the Effective Date) to a product or products that were manufactured, distributed, sold, handled, installed, stored or removed by NARCO, a NARCO Subsidiary, or a predecessor of NARCO or a predecessor of a NARCO Subsidiary or by services, actions or operations of the foregoing, or caused by, or allegedly caused by any such product for which any of the foregoing could be liable under any applicable law, in any case, whether or not arising or allegedly arising, directly or indirectly, from acts or omissions of any of the foregoing, or their present or former officers, directors or employees.

NARCO Unsecured Creditor Fund: Shall have the meaning set forth in Section 3.2.3.1 of the NARCO Plan.

PI Trust Claim: Individually a NARCO Asbestos Trust Claim, APG Asbestos Trust Claim or APG Silica Trust Claim, and collectively the NARCO Asbestos Trust Claims, APG Asbestos Trust Claims and APG Silica Trust Claims.

PI Trusts: Individually the NARCO Asbestos Trust, APG Asbestos Trust or APG Silica Trust, and collectively the NARCO Asbestos Trust, APG Asbestos Trust and APG Silica Trust.

Participating Insurer: Any insurance company, insurance broker or syndicate insurance broker, guaranty association or any other Entity who makes payments under an insurance policy to a PI Trust, including any reinsurers with respect to claims covered by an insurance policy.

Petition Date: With respect to the NARCO Plan, the dates on which the NARCO Debtors filed their respective voluntary petitions for relief under Chapter 11 of Title 11 of the Bankruptcy Code with the Bankruptcy Court. With respect to the GIT Plan, the dates on which the GIT Debtors filed their respective voluntary petitions for relief under Chapter 11 of Title 11 of the Bankruptcy Code with the Bankruptcy Court.

Plan Documents: With respect to the NARCO Plan, the NARCO Plan, the Disclosure Statement, and all documents, attachments and exhibits thereto, including but not limited to, the NARCO Asbestos Trust Agreement, the NARCO Asbestos TDP, and any amendments thereto made in accordance with the Bankruptcy Code, and which aid in effectuating the NARCO Plan, which documents, attachments, and exhibits shall be filed by the NARCO and the NARCO-Affiliated Debtors with the Bankruptcy Court. With respect to the GIT Plan, the GIT Plan, the Disclosure Statement, and all documents, attachments and exhibits thereto, including but not limited to, the APG Asbestos Trust Agreement and APG Silica Trust Agreement, the APG Asbestos TDP, the APG Silica TDP and any amendments thereto made in accordance with the Bankruptcy Code, and which aid in effectuating the GIT Plan, which documents, attachments, and exhibits shall be filed by GIT with the Bankruptcy Court.

Plan Proponents: With respect to the NARCO Plan, NARCO and the NARCO-Affiliated Debtors, and with respect to the GIT Plan, GIT and the GIT-Affiliated Debtors.

Priority Claim: Any Claim against a Debtor to the extent such claim is entitled to priority in right of payment under section 507(a) of the Bankruptcy Code, other than an Administrative Expense Claim.

Protected Party: Either a GIT Protected Party or NARCO Protected Party.

Released Claim: Any Claim held by any Entity accepting any Distribution under the NARCO Plan or the GIT Plan.

Released Parties: The Debtors, Reorganized Debtors and their present and former officers, directors, employees, accountants, attorneys, advisors, agents, financial advisors, investment bankers, successors, assigns and legal representatives.

Reorganized Debtors: With respect to the NARCO Plan, Reorganized Debtors means collectively ANH, NARCO and the NARCO-Affiliated Debtors or any successors in interest thereto following the Effective Date of the NARCO Plan, and each is referred to individually as a Reorganized Debtor. With respect to the GIT Plan, Reorganized Debtors means collectively ANH, GIT, H-W, APG and the other GIT-Affiliated Debtors or any successors in interest thereto following the Effective Date of the GIT Plan, and each is referred to individually as a Reorganized Debtor. For purposes of this definition, the generic term "Debtor" may be replaced by the specific name of a Debtor in the Chapter 11 Cases, for example, Reorganized NARCO.

RHI AG: An Austrian corporation, and the ultimate parent company of Holdings, which has not filed

for relief under Chapter 11 of the Bankruptcy Code.

RHI AG Entities: RHI AG and its Affiliates, other than the Debtors and their direct or indirect Subsidiaries, and shall include the entities listed on Exhibit C to the GIT/RHI AG Settlement Agreement and NARCO/RHI AG Settlement Agreement.

RHI AG Parties: The RHI AG Entities that executed the GIT/RHI AG Settlement Agreement or the NARCO/RHI AG Settlement Agreement.

RHI Services: RHI Services, Inc., a Delaware corporation and a debtor under Chapter 11 of the Bankruptcy Code that changed its name in 2002 to ANH Refractories Company.

Secured Claim: An Allowed Claim against a Debtor that is secured by a Lien on a property in which a Debtor has an interest, to the extent of the value of the property which secures the Claim, or an Allowed Claim secured by a letter of credit, Cash or a bond posted by or for the benefit of the Debtor.

Secured Financing Agreements: An agreement between an Entity and a Debtor which creates a Lien in favor of such Entity in property of the Debtor, or a Capitalized Lease.

Section 346 Injunction: With respect to the NARCO Plan, the injunction provided in Section 12.8 of the NARCO Plan and, with respect to the GIT Plan, the injunction provided in Section 12.8 of the GIT Plan.

Silica Claim: Any Silica Personal Injury Claim or Indirect Silica Trust Claim.

Silica Personal Injury Claim: (i) Any Claim or lawsuit, and (ii) any debt, obligation or liability (whether or not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, bonded, secured, or unsecured) whenever and wherever arising or asserted and in either case (i) or (ii) for, relating to, or arising by reason of, directly or indirectly, physical, emotional, bodily or other personal injury, sickness, disease, death or damages for personal injury arising out of or based on or attributable to exposure to silica or silica-containing products or materials (including, but not limited to, any claim or demand for compensatory damages, loss of consortium, proximate, consequential, general, special, exemplary or punitive damages, reimbursement, indemnity, warranty, contribution or subrogation) beginning prior to July 1, 2000 (whether or not diagnosable or manifested at that time). For the purposes of this definition, Silica Personal Injury Claim does not include any claim by any present or former employee of any of the Debtors for benefits under a policy of workers' compensation insurance or for benefits of any state or federal workers' compensation statute or any other statute providing compensation to an employee from an employer.

Subsidiary: "Subsidiary" of an Entity shall mean another Entity of which the first Entity is the direct or indirect owner of (i) securities entitling the first Entity to exercise a majority of the voting power with respect to the election of board of directors, managing trustees, or similar governing Entities for the other Entity or (ii) securities representing a majority of the equity interest of the other Entity.

Trust Advisory Committee: With respect to the NARCO Asbestos Trust of the NARCO Plan, as identified prior to or at the Confirmation Hearing as provided in the NARCO Asbestos Trust Agreement. With respect

to the APG Asbestos Trust of the GIT Plan, as identified prior to or at the Confirmation Hearing as provided in the APG Asbestos Trust Agreement. With respect to the APG Silica Trust of the GIT Plan, as identified prior to or at the Confirmation Hearing as provided in the APG Silica Trust Agreement.

Trust Expenses: With respect to the NARCO Plan, any and all costs, expenses, fees, disbursements, debts or obligations incurred for the administration of the NARCO Asbestos Trust, pursuant to the NARCO Asbestos Trust Agreement, to be paid by the NARCO Asbestos Trust. With respect to the GIT Plan, any and all costs, expenses, fees, disbursements, debts or obligations incurred for the administration of the APG Asbestos Trust or APG Silica Trust, pursuant to the APG Asbestos Trust Agreement or APG Silica Trust Agreement, to be paid by the APG Asbestos Trust or APG Silica Trust.

Trustee: A individual serving as trustee of the NARCO Asbestos Trust, the APG Asbestos Trust or the APG Silica Trust, pursuant to the terms of the NARCO Asbestos Trust Agreement, APG Asbestos Trust Agreement or APG Silica Trust Agreement, respectively.

Unliquidated Claim: Any Claim, the amount of liability for which has not been fixed, whether pursuant to agreement, applicable law, or otherwise, as of the date on which such Claim is sought to be estimated or an objection to such Claim is filed.

Voting Procedures: Detailed instructions and procedures relating to the solicitation of votes with respect to the Plans.

Voting Procedures Order: An order entered by the Bankruptcy Court approving the Voting Procedures.

Worksite List: Shall mean any worksite list identified in either the NARCO Asbestos TDP or the APG Asbestos TDP.

EXHIBIT A

to

Definitions – “GIT Protected Party”

Schedule of RHI AG Entities

RHI AG and its Affiliates

For purposes of the definition of GIT Protected Party, RHI AG's Affiliates include the following entities, and such entities' Subsidiaries and Affiliates.

1. 1196071 Ontario Inc.
2. 1322578 Ontario Limited
3. Bachmann Industries Australia Pty.
4. Bachmann Industries Canada Inc.
5. Bachmann Industries, Inc.
6. Betriebs- und Baugesellschaft mbH
7. C&G Verwaltungsgesellschaft mbH
8. Cimprogetti S.p.A.
9. Construcciones Didier, S.A.
10. Corrosion Technologies de México, S.A. de C. V.
11. Corrosion Technology Peru, S.A.
12. DCD Ideal spol. S.r.o.
13. DCD Prosenice a.s.
14. DEKOPT Prosenice spol.s.r.o.
15. Deutsche Heraklith GmbH
16. Didier Belgium N.V.
17. Didier Corporation des Produits Réfractaires
18. Didier Vertriebsgesellschaft mbH
19. Didier (Zambia) Ltd.
20. Didier-M&P Energiestechnik Asia Company Ltd.
21. Didier-M&P Energietechnik GmbH
22. Didier-M&P Engineering Inc.
23. DME do Brasil Ltda
24. Dolomite di Montignoso S.p.A.
25. Dolomite Franchi GmbH
26. Dolomite Franchi S.p.A.
27. Dr.-Ing.-Petri & Co. Unterstützungs-Gesellschaft mbH
28. D.S.I.P.C.-Didier Société Industrielle de Production et de Constructions
29. Dutch MAS B.V.
30. Dutch SAPREF B.V.
31. FCT AG
32. Full Line Supply Africa (PTY) Limited
33. Gautschi Wärmetechnik GmbH
34. GEFRO GmbH
35. Gen-X Technologies Inc.
36. GIX International GmbH
37. GIX International Limited
38. Global B&C d.o.o.
39. Harbison Walker B.V.
40. Heraflax Forschungs- und Entwicklungsgesellschaft mbH
41. Heraklith Canada Ltd.

42. Heraklith Consulting & Engineering GmbH
43. Heraklith España S.L.
44. Heraklith Hungaria Kft.
45. Heraklith Nederland B.V.
46. Heraklith Polska Sp.z.o.o.
47. Heraklith South Africa (Pty) Ltd.
48. Heraklith VerwaltungsgmbH
49. Hermann Rappold & Co. GmbH
50. Ideal Baustoffwerke M. Reichenberger GmbH & Co KG
51. Ideal M. Reichenberger GmbH
52. INDRESCO de México, S.A. de C.V. (now known as Producción RHI Mexico S. de R.L. de C.V.)
53. INDRESCO U.K. Ltd.
54. INTOOL de México, S.A. de C.V.
55. Investment Log N.V.
56. IPZ Industrieanlagen Peter Zeisel GmbH
57. Isolit Isolier GmbH
58. Izomat a.s.
59. Izomat Bohemia S.r.o.
60. KAEFER-RACO Engineering GmbH
61. Latino America Refractories ApS
62. Lipka spol. S.r.o.
63. Lokalbahn Mixnitz-St.Erhard AG
64. MAERZ Ofenbau AG
65. Maerz-Gautschi Industrieofenanlagen GmbH
66. Magnesit Anonim Sirketi
67. Magnesit International Bahamas Ltd
68. Magnesitwerk Aken Vertriebsgesellschaft mbH
69. MAGNIFIN Magnesiaproducte GmbH & Co KG
70. Magnifin Magnesiaproducte GmbH
71. Magnomin S.A.
72. Marion South America S.A.
73. Marvo-Feuerungs- und Industriebau GmbH
74. Narco S. E. M. Inc.
75. Österreichische Heraklith GmbH (now known as Heraklith AG)
76. Oy Tulenkestävät Tiilet AB
77. Plastik DCD a.s.
78. Radex Latinoamerica C.A.
79. Radex Vertriebsgesellschaft mbH
80. Radex West GmbH
81. REFEL S.p.A.
82. Refmex, S. de R.L. de C.V. (now known as Producción RHI Mexico S. de R.L. de C.V.)
83. Refractarios Green, S. de R.L. de C.V. (now known as Producción RHI Mexico S. de R.L. de C.V.)
84. Refractories Consulting & Engineering Gesellschaft m.b.H. i.L

85. Refractory Intellectual Property GmbH & Co KG
86. Refractory Intellectual Property GmbH
87. Refrattari Italiana S.p.A.
88. RHE IT-Service GmbH
89. Rheinischer Vulkan, Chamotte- und Dinaswerke mbH (now known as Magnesitwerk Aken Vertriebsgesellschaft mbH)
90. RHI Africa Investment Holdings (Pty) Ltd.
91. RHI Argentina S.R.L
92. RHI Dinaris GmbH
93. RHI Engineering GmbH
94. RHI Réfractaires Algérie E.U.R.L
95. RHI Refractories Africa (Pty) Ltd.
96. RHI Refractories Andino C.A.
97. RHI Refractories Asia Ltd.
98. RHI Refractories Asia Pacific Pte. Ltd.
99. RHI Refractories (Dalian) Co., Ltd.
100. RHI Refractories España, S.A. (now known as RHI Refractories España, S.L.)
101. RHI Refractories France S.A.
102. RHI Refractories Ibérica, S.L.
103. RHI Refractories Italiana s.r.l.
104. RHI Refractories Liaoning Co.Ltd
105. RHI Refractories Mercosul Ltda
106. RHI Refractories México, S.A. de C.V.
107. RHI Refractories Nord AB
108. RHI Refractories Site Services GmbH
109. RHI Refractories Spaeter GmbH
110. RHI Refractories Spaeter (Site Services) Ltd.
111. RHI Refractories Spaeter (UK) Ltd.
112. RHI Refractories UK Limited
113. RHI Sales Service (now known as RHI CHILE S.A.)
114. RHI S.E.M. INC., (now known as Veitsch-Radex America Inc.)
115. SAPREF AG für feuerfestes Material
116. Società Dolomite Italiana SDI S.p.A.
117. Societe Europeene des Procedes d'Application Anto-Corrosion
118. Societe Europeene des Procedes d'Applications Anto-Corrosion SEPPAAC
119. Stopinc AG
120. Striko Polska Sp.z.o.o.
121. Striko UK Ltd.
122. StrikoDynarad Corporation
123. Striko-Westofen GmbH
124. Termika d.d.
125. Termo d.d.
126. Thor Ceramics Limited
127. Thüringer Dämmstoffwerke GmbH & Co KG
128. Treuhandgesellschaft Feuerfest mbH
129. Veitsch Radex Didier Schweiz AG

- 130. Veitscher Vertriebsgesellschaft mbH
- 131. Veitsch-Radex America Inc.
- 132. Veitsch-Radex Didier Schweiz AG
- 133. Veitsch-Radex GmbH
- 134. Veitsch-Radex Holding GmbH
- 135. Veitsch-Radex Immobilien GmbH
- 136. Veitsch-Radex Urmitz GmbH (now known as RHI Urmitz AG & Co KG)
- 137. Veitsch-Radex Vertriebsgesellschaft mbH
- 138. Veitsch-Radex-Didier Schweiz AG i.L.
- 139. Veitsch-Radex-Didier Vertriebsgesellschaft mbH
- 140. Veitsch-Radex-Didier-Australia Pty. Ltd.
- 141. Villas Austria GmbH
- 142. Villas Hungaria Kft.
- 143. VRD Americas B.V.
- 144. VRD Holdings (Australia) Pty. Ltd.
- 145. VRD-Glas GmbH (now known as RHI GLAS GmbH)
- 146. Walter Brinkmann GmbH & Co KG
- 147. Zimmermann & Jansen Beteiligungs-GmbH
- 148. Zimmermann & Jansen GmbH
- 149. Zimmermann & Jansen Inc.
- 150. Zimmermann & Jansen Siam GmbH
- 151. RHI AG
- 152. RHI Finance ApS
- 153. RHI Refractories Holding Company
- 154. Didier-Werke AG
- 155. RHI Chile S.A. (f/k/a Harbison-Walker Refractories S.A.) (now known as Refractarios RHI CHILE LTDA)
- 156. RHI REFMEX S.A. de C.V. (f/k/a Harbison-Walker Refractories, S.A. de C.V)
- 157. RHI Canada Inc.
- 158. FC Technik AG
- 159. MARVO Feuerungs- und Industriebau GmbH
- 160. OOO RHI CIS
- 161. RHI CHILE S.A.
- 162. RHI Rückversicherungs AG
- 163. RHI Trading (Dalian) Co., Ltd.
- 164. Veitsch-Radex GmbH & Co.
- 165. Shandong RHI New Materials Co., Ltd.
- 166. Eurovek proizvodnja, uvoz-izvoz, d. o. o.
- 167. Nobasil CZ spol. s.r.o.
- 168. Mathias Reichenberger Gesellschaft m.b.H
- 169. Termo HandelsgmbH
- 170. Isolit Isolier GmbH

The following definitions are from the DII Plan and are set forth herein for the sole purpose of the definitions of H-W Asbestos Trust Claims and H-W Silica Trust Claims set forth in the definitions to the NARCO and GIT Disclosure Statement.

Exhibit B

“Asbestos PI Trust Claim” means (a) any Claim or Demand, including a claim for damages, if any, arising from the rejection of an executory contract, whether now existing or hereafter arising or asserted against a Halliburton Entity or a Harbison-Walker Entity, whether under a direct or indirect theory of liability, and/or (b) any debt, obligation, or liability (whether or not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, bonded, secured, or unsecured), whenever and wherever arising or asserted, whether under a direct or indirect theory of liability, of a Halliburton Entity or a Harbison-Walker Entity (including, without limitation, all debts, obligations, and liabilities in the nature of or sounding in tort, contract, warranty, or any other theory of law, equity or admiralty, whether under common law or by statute); in either case (a) or (b), for, resulting from, attributable to, or arising by reason of, directly or indirectly, physical, emotional, bodily, or other personal injury or damages (including, without limitation, any Claim or Demand for compensatory damages, loss of consortium, medical monitoring, survivorship, wrongful death, proximate, consequential, general, special or punitive damages, reimbursement, indemnity, warranty, contribution, or subrogation) whether or not diagnosable or manifested before the Confirmation of the Plan or the close of these Reorganization Cases, (x) caused or allegedly caused, in whole or in part, directly or indirectly (i) by asbestos or asbestos-containing products sold, installed, handled, used, specified, made, distributed, or removed by a Halliburton Entity or a Harbison-Walker Entity, or other Entity for which a Halliburton Entity or a Harbison-Walker Entity is or may be liable or (ii) by services, actions, or operations provided, completed, performed, or taken with asbestos or asbestos-containing products by or at the direction of a Halliburton Entity or a Harbison-Walker Entity, or other Entity for which a Halliburton Entity or a Harbison-Walker Entity is or may be liable, or (y) caused or allegedly caused by asbestos or asbestos-containing products for which a Halliburton Entity or a Harbison-Walker Entity, or other Entity, for which such Halliburton Entity or a Harbison-Walker Entity is or may be liable, is liable under any applicable law or by contact, whether or not arising, or allegedly arising, directly or indirectly from acts or omissions of such Halliburton Entity or a Harbison-Walker Entity, or other Entity for or with which a Halliburton Entity or a Harbison-Walker Entity is or may be liable. Asbestos PI Trust Claims include, without limitation, Asbestos Secured Claims, Asbestos Unsecured PI Trust Claims, Qualifying Settled Asbestos PI Trust Claims, Indirect Asbestos PI Trust Claims, Harbison-Walker Asbestos PI Trust Claims, Asbestos Final Judgment Claims, Asbestos Bonded Claims, and Asbestos PI Trust Expenses. For purposes of this definition, Asbestos PI Trust Claim does not include (i) liability for an Asbestos Property Damage Claim or (ii) any claim by any present or former employee of a Debtor for benefits under a policy of workers’ compensation insurance or for benefits under any state or federal workers’ compensation statute or other statute providing compensation to an employee from an employer to the extent that such claim is asserted against the Asbestos PI Trust by an individual claimant.

“Asbestos Bonded Claim” means any Asbestos PI Trust Claim relating to a judgment as to which, but only to the extent that, a supersedeas bond or such other similar filing was posted by or on behalf of a Debtor; *provided*,

however, the amount of such Asbestos Bonded Claim shall not exceed the amount of judgment as determined by a Final Order or, if an Asbestos Unsecured PI Trust Claim, the Liquidated Amount determined pursuant to the Asbestos TDP.

“Asbestos Final Judgment Claim” means an Asbestos Unsecured PI Trust Claim reduced to a liquidated amount prior to the Confirmation Date by a final, nonappealable judgment.

“Asbestos PI Trust” means the tax-qualified settlement trust to be established pursuant to the Asbestos PI Trust Agreement.

“Asbestos PI Trust Agreement” means the DII Industries, LLC Asbestos PI Trust Agreement, effective as of the Effective Date, substantially in the form attached as Exhibit 4 to the Plan, as it may be modified from time to time in accordance with the terms thereof.

“Asbestos PI Trust Expenses” means any liabilities, costs or expenses of, or imposed upon, assumed by, or in respect of, the Asbestos PI Trust, except for payments to holders of Asbestos Unsecured PI Trust Claims on account of such Asbestos Unsecured PI Trust Claims.

“Asbestos Property Damage Claim” means (a) any claim or demand asserted against a Halliburton Entity or a Harbison-Walker Entity and (b) any debt, obligation or liability, whenever and wherever arising or asserted, of a Debtor (including, without limitation, all thereof in the nature of or sounding in tort, contract, warranty, or any other theory of law, equity or admiralty, whether under common law or by statute); in either case (a) or (b) for, relating to, or arising by reason of, directly or indirectly, property damage relating to asbestos, whether or not arising before the Confirmation of the Plan or the close of these Reorganization Cases, which is not also assertable as an Asbestos PI Trust Claim.

“Asbestos Secured Claim” means an Asbestos PI Trust Claim, including an Asbestos Bonded Claim to the extent bonded with property of the Debtors’ Estates, that is also a Secured Claim.

“Asbestos TDP” means the trust distribution procedures, substantially in the form attached as Annex 3 to the Asbestos PI Trust Agreement, as such procedures may be modified from time to time in accordance with the terms thereof, the Asbestos PI Trust Agreement, and the Plan.

“Asbestos Unsecured PI Trust Claim” means any Asbestos PI Trust Claim except for an Asbestos Secured Claim to the extent such Claim is a Secured Claim.

“Asbestos/Silica PI Trust Claimant Settlement Agreement” means any settlement agreement listed on Exhibit 3 to the Plan, as the Exhibit may be amended and/or supplemented from time to time.

“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 and modifications thereto subsequently made, to the extent application to the Reorganization Cases.

“Bankruptcy Court” means the United States Bankruptcy Court for the Western District of Pennsylvania, Pittsburgh Division or, as the circumstances or context requires, the District Court.

“BPM” means BPM Minerals, LLC, a New Jersey limited liability company.

“Business Day” means any day other than a Saturday, Sunday, or legal holiday (as such term is defined in Bankruptcy Rule 9006(a)).

“Claim” shall have the meaning ascribed to such term in section 101(5) of the Bankruptcy Code.

“Claimant” means the holder of a Claim.

“Confirmation” or “Confirmation of the Plan” means the approval of the Plan by the Bankruptcy Court and/or District Court at the Confirmation Hearing.

“Confirmation Date” means the date on which the Confirmation Order is entered on the docket of the Bankruptcy Court.

“Confirmation Hearing” means the hearing(s) that will be held before the Bankruptcy Court and/or District Court, in which the Debtors will seek Confirmation of the Plan.

“Confirmation Order” means the order of the Bankruptcy Court and/or District Court confirming the Plan pursuant to section 1129 and other applicable sections of the Bankruptcy Code.

“Debtor” means each of Mid-Valley, DII Industries, KBR, KBR Technical, KBR Engineering, KBR International (Delaware), KBR International (Panama), and BPM.

“Demand” means a demand for payment, present or future, that (a) was not a Claim during the Reorganization Cases, (b) arises out of the same or similar conduct or events that gave rise to Asbestos PI Trust Claims and/or Silica PI Trust Claims, and (c) pursuant to the Plan is to be paid by the Asbestos PI Trust or Silica PI Trust.

“DII Industries” means DII Industries, LLC, a Delaware limited liability company, f/k/a/ Dresser Industries, Inc.

“District Court” means the United States District Court assigned to preside over the Reorganization Cases.

“Effective Date” means, and shall occur on, the first day upon which all of the conditions to occurrence of the Effective Date contained in article 8.1 of the Plan have been satisfied, or waived in writing, pursuant to article 8.2 of the Plan.

“Entity” shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

“Estates” means the estates created for the Debtors pursuant to section 541 of the Bankruptcy Code on the Petition Date.

“Final Order” means an order of a court: (a) as to which the time to appeal, petition for writ of certiorari, or otherwise seek appellate review or to move for reargument, rehearing, or reconsideration has expired and as to which no appeal, petition for writ of certiorari, or other appellate review, or proceedings for reargument, rehearing, or reconsideration shall then be pending; (b) or as to which any right to appeal, petition for certiorari, or move for

reargument or rehearing shall have been waived in writing by the party with such right; or (c) in the event that an appeal, writ of certiorari, or other appellate review or reargument, rehearing, or reconsideration thereof has been sought, which shall have been affirmed by the highest court to which such order was appealed from which writ of certiorari or other appellate review or reargument, rehearing, or reconsideration was sought, and as to which the time to take any further appeal, to petition for writ of certiorari, to otherwise seek appellate review, and to move for reargument, rehearing, or reconsideration shall have expired; *provided, however,* that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure or under section 1144 of the Bankruptcy Code, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order shall not cause such order not to be a Final Order.

“Halliburton” means Halliburton Company, a Delaware corporation.

“Halliburton Current Affiliate” means those entities listed on Exhibit 16 to the Plan, as such Exhibit may be amended and/or supplemented through the Confirmation Date.

“Halliburton Entity” means each of (a) the Debtors, (b) Halliburton, (c) the Halliburton Current Affiliates, and (d) the present and former directors, officers, agents, attorneys, accountants, consultants, financial advisors, investment bankers, professionals, experts, and employees of any of the foregoing, in their respective capacities as such.

“Harbison-Walker” means Harbison-Walker Refractories Company, a Delaware corporation and a debtor in Case No. 02-21626 (Jointly Administered) before the Bankruptcy Court.

“Harbison-Walker Asbestos PI Trust Claim” means an Asbestos Unsecured PI Trust Claim that is also assertable against one or more of the Harbison-Walker Entities.

“Harbison-Walker Entity” means each of (a) Harbison-Walker, (b) Harbison-Walker Refractories Europe, Ltd., (c) Indresco International Ltd., (d) Indresco Jeffrey Industria e Commercio Ltda., and (e) the present and former directors, officers, agents, attorneys, accountants, consultants, financial advisors, investment bankers, professionals, experts, and employees of any of the foregoing, in their respective capacities as such.

“Harbison-Walker Silica PI Trust Claim” means a Silica Unsecured PI Trust Claim that is also assertable against one or more of the Harbison-Walker Entities.

“Indirect Asbestos PI Trust Claim” means a Claim or Demand that (a) 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 (b) asserts liability or responsibility, directly or indirectly, arising out of, attributable to, or resulting from, an Asbestos PI Trust Claim.

“Indirect Silica PI Trust Claim” means a Claim or Demand that (a) 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 (b) asserts liability or responsibility, directly or indirectly, arising out of, attributable to, or resulting from a Silica PI Trust Claim.

“KBR” means Kellogg Brown & Root, Inc., a Delaware corporation.

“KBR Engineering” means Kellogg Brown & Root Engineering Corporation, a New York corporation.

“KBR International (Delaware)” means Kellogg Brown & Root International, Inc., a Delaware corporation.

“KBR International (Panama)” means Kellogg Brown & Root International, Inc., a Panamanian corporation.

“KBR Technical” means KBR Technical Services, Inc., a Delaware corporation.

“Lien” means, with respect to any asset or property, any mortgage, lien, pledge, charge, security interest, encumbrance, or other security device of any kind pertaining to, or affecting such asset or property.

“Liquidated Amount” means, (a) with respect to any Asbestos PI Trust Claim or Silica PI Trust Claim liquidated by settlement, the amount set forth in an applicable Asbestos/Silica PI Trust Claimant Settlement Agreement, provided that the Claimant satisfies the conditions for payment set forth in such agreement, (b) with respect to an Asbestos Final Judgment Claim or Silica Final Judgment Claim, the amount of such judgment, or (c) for all other Asbestos PI Trust Claims or Silica PI Trust Claims, the amount established pursuant to the Asbestos TDP or Silica TDP, as the case may be.

“Mid-Valley” means Mid-Valley, Inc., a Pennsylvania corporation.

“Petition Date” means the date on which the Reorganization Cases are commenced with the filing of voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

“Plan” means the Joint Prepackaged Plan of Reorganization for the Debtors Under Chapter 11 of the United States Bankruptcy Code, as amended by the First Amendment to Joint Prepackaged Plan of Reorganization for the Debtors Under Chapter 11 of the United States Bankruptcy Code, and all exhibits attached thereto or referenced therein, as the same may be amended, modified, or supplemented.

“Qualifying Settled Asbestos PI Trust Claim” means a Settled Asbestos PI Trust Claim that satisfies all of the conditions for payment under an applicable Asbestos/Silica PI Trust Claimant Settlement Agreement.

“Qualifying Settled Silica PI Trust Claim” means a Settled Silica PI Trust Claim that satisfies all of the conditions for payment set forth under an applicable Asbestos/Silica PI Trust Claimant Settlement Agreement.

“Reorganization Cases” means the cases of the Debtors under chapter 11 of the Bankruptcy Code before the Bankruptcy Court.

“Secured Claim” means any Claim that is (a) secured in whole or part, as of the Petition Date, by a Lien against property of a Debtor or a Harbison-Walker Entity that is valid, perfected, and enforceable under applicable law and is not subject to avoidance under the Bankruptcy Code or applicable nonbankruptcy law, or (b) subject to setoff under section 553 of the Bankruptcy Code; *provided, however*, with respect to both (a) and (b) above, a Claim is a Secured Claim only to the extent of the value, net of any senior Lien, of the Estate’s interest in the assets or property securing any such Claim or the amount subject to setoff, as the case may be.

“Settled Asbestos PI Trust Claim” means an Asbestos PI Trust Claim settled pursuant to an Asbestos/Silica PI Trust Claimant Settlement Agreement, subject to the satisfaction of the terms and conditions therein.

“Silica Bonded Claim” means any Silica PI Trust Claim relating to a judgment as to which, but only to the extent that, a supersedeas bond or such other similar filing was posted by or on behalf of a Debtor; *provided, however*, the amount of such Silica Bonded Claim shall not exceed the amount of judgment as determined by a Final Order or, if a Silica Unsecured PI Trust Claim, as liquidated pursuant to the Silica TDP.

“Silica Final Judgment Claim” means a Silica Unsecured PI Trust Claim reduced to a liquidated amount prior to the Confirmation Date by a final, nonappealable judgment.

“Silica PI Trust” means the tax-qualified settlement trust to be established pursuant to the Silica PI Trust Agreement.

“Silica PI Trust Agreement” means the Silica PI Trust Agreement, effective as of the Effective Date, substantially in the form attached as Exhibit 10 to the Plan, as it may be modified from time to time.

“Silica PI Trust Claim” means (a) any Claim or Demand, including a claim for damages, if any, arising from the rejection of an executory contract, whether now existing or hereafter arising or asserted against a Halliburton Entity or a Harbison-Walker Entity, and/or (b) any debt, obligation or liability (whether or not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, bonded, secured or unsecured), whenever and wherever arising or asserted, whether under a direct or indirect theory of liability, of a Halliburton Entity or a Harbison-Walker Entity (including, without limitation, all debts, obligations, and liabilities in the nature of or sounding in tort, contract, warranty, or any other theory of law, equity or admiralty, whether under common law or by statute); in either case (a) or (b), for, resulting from, attributable to, or arising by reason of, directly or indirectly, physical, emotional, bodily, or other personal injury or damages (including, without limitation, any Claim or Demand for compensatory damages, loss of consortium, medical monitoring, survivorship, wrongful death, proximate, consequential, general, special or punitive damages, reimbursement, indemnity, warranty, contribution or subrogation) whether or not diagnosable or manifested before the Confirmation of the Plan or the close of these Reorganization Cases, (x) caused or allegedly caused, in whole or in part, directly or indirectly (i) by silica or silica-containing products sold,

installed, handled, used, specified, made, distributed, or removed by a Halliburton Entity or a Harbison-Walker Entity, or other Entity for which a Halliburton Entity or a Harbison-Walker Entity is or may be liable or (ii) by services, actions, or operations provided, completed, performed, or taken with silica or silica-containing products by or at the direction of a Halliburton Entity or Harbison-Walker Entity, or other Entity for which a Halliburton Entity or a Harbison-Walker Entity is or may be liable, or (y) caused or allegedly caused by silica or silica-containing products for which a Halliburton Entity or a Harbison-Walker Entity, or other Entity for which a Halliburton Entity or a Harbison-Walker Entity is or may be liable, are liable under any applicable law or by contract, whether or not arising, or allegedly arising, directly or indirectly from acts or omissions of such Halliburton Entity or a Harbison-Walker Entity, or other Entity for which a Halliburton Entity or a Harbison-Walker Entity is or may be liable. Silica PI Trust Claims include, without limitation, Silica Secured PI Trust Claims, Silica Unsecured PI Trust Claims, Qualifying Settled Silica PI Trust Claims, Indirect Silica PI Trust Claims, Harbison-Walker Silica PI Trust Claims, Silica Final Judgment Claims, Silica Bonded Claims, and Silica PI Trust Expenses. For purposes of this definition, Silica PI Trust Claim does not include (i) any claim by any present or former employee of a Debtor for benefits under a policy of workers' compensation insurance or for benefits of any state or federal workers' compensation statute or other statute providing compensation to an employee from an employer to the extent that such claim is asserted against the Silica PI Trust by an individual claimant, or (ii) any Silica PI Trust Claim that is also assertable as an Asbestos PI Trust Claim.

“Silica PI Trust Expenses” means any of the silica expenses, and any other liabilities, costs or expenses of, or imposed upon, assumed by, or in respect of the Silica PI Trust (except for payments to holders of Silica PI Trust Claims on account of such Silica PI Trust Claims).

“Silica Secured Claim” means a Silica PI Trust Claim, including a Silica Bonded Claim to the extent bonded with property of the Debtors' Estates, that is also a Secured Claim.

“Silica TDP” means the trust distribution procedures substantially in the form attached as Annex 3 to the Silica PI Trust Agreement, as such procedures may be modified from time to time in accordance with the Silica PI Trust Agreement.

“Silica Unsecured PI Trust Claim” means any Silica PI Trust Claim other than a Silica Secured PI Trust Claim to the extent such Claim is a Secured Claim.

EXHIBIT C

to

Definitions - “NARCO Protected Party”

Schedule of Honeywell Entities

Honeywell International Inc. and its affiliates

For the purposes of the definition of NARCO Protected Party, Honeywell International Inc.'s affiliates include the following entities, and such entities subsidiaries or affiliates:

25/445 Ronte 440 Property LLC
465 Ronte 440 Property LLC
Ademco Asia Pacific Limited
Ademco Brasil Ltda.
Ademco Internacional de Mexico S.A. de C.V.
ADI de Mexico S.A. de C.V.
ADI of Puerto Rico, Inc.
Aeronautical Communications International LLC
AlarmNet, Inc.
Alchem Assurance Limited
Allied Chemical Corporation
Allied Chemical do Brasil Comercio e Participacoes, Ltda.
AlliedSignal Aerospace Service Corporation
AlliedSignal Central Europe s.r.o.
AlliedSignal Foreign Sales Corporation
AlliedSignal Netherlands B.V.
Asahi-Schwebel (Taiwan) Co., Ltd.
Brand-Rex Inc. (Philippines)
C&K Systems (Uruguay), S.A.
Cheshire Castings Ltd.
Clarostat de Mexico, S. de R.L. de C.V.
Compania Industrial de Fluorita, S.A.

Compania Metalurgica de Parral, S.A.
Duraplug (M) Sdn Bhd
Electro-Radiation Incorporated
Evergreen Nylon Recycling Company, LLC
FiberBuys.com, LLC
FMP Automotive (Malaysia) Sdn Bhd
FMP Group (Australia) Pty Ltd
FMP Group Pty Ltd
Friction Materials LLC
Garrett Comtronics Licensing Corporation
GEM Microelectronic Materials L.L.C.
Genesis Cable Systems, L.L.C.
Globe Auto Electricals, Ltd.
Grimes Aerospace Company
Holt Lloyd Limited (New Zealand)
HoltraChem Manufacturing Company, L.L.C.
Holts (Proprietary) Limited
Honeywell (China) Co., Ltd.
Honeywell (Private) Limited (Pakistan)
Honeywell (Singapore) Pte Ltd.
Honeywell A.B.
Honeywell A/S (Denmark)
Honeywell A/S (Norway)
Honeywell Aerospace de Mexico S.A.

Honeywell ASCa Inc.
Honeywell Asia Pacific Inc.
Honeywell Automation & Controls SDN.BHD.
Honeywell Automation Controls System LLP (Kazakhstan)
Honeywell Automotive de Mexico, S.A. de C.V.
Honeywell Avionics (Singapore) Inc.
Honeywell Bay Area Inc.
Honeywell Belgium [N.V.]
Honeywell Brensbelag GmbH
Honeywell C.A.
Honeywell Capital Management LLC
Honeywell Capital N.V.
Honeywell Chile S.A.
Honeywell Co., Ltd. (Korea)
Honeywell Colombia S.A.
Honeywell Controls International Ltd.
Honeywell Controls, S.A.
Honeywell DMC Services, LLC
Honeywell do Brasil & CIA
Honeywell Electronic Materials (Thailand) Limited
Honeywell Electronic Materials Korea Limited
Honeywell Electronic Materials Taiwan Co., Ltd.
Honeywell Electronic Materials, Inc.

Honeywell ESCO Hungary Energy Service Company Limited
Honeywell ESCO Polska S.A.
Honeywell Europe S.A.
Honeywell Federal Manufacturing & Technologies, LLC
Honeywell Fire Solutions (Hong Kong) Limited
Honeywell Funding LLC
Honeywell Garrett SrL (Romania)
Honeywell HKJV Holdings LLC
Honeywell Holding Italia S.p.A.
Honeywell Holding Limited (Mauritius)
Honeywell Holdings (Thailand) Co., Ltd.
Honeywell Holdings Pty. Ltd. (Australia)
Honeywell HomMed LLC
Honeywell India Private Limited
Honeywell Intellectual Properties Inc.
Honeywell International (India) Private Limited
Honeywell International Asia Pacific Inc.
Honeywell International B.V.
Honeywell International Finance Corporation
Honeywell International Japan Inc.
Honeywell International Technologies Limited
Honeywell Japan Inc.
Honeywell K.K.

Honeywell Limited (Hong Kong)
Honeywell Limited (United Kingdom)
Honeywell ManageAbility Leasing Company Brazil LLC
Honeywell ManageAbility Leasing Company Jamaica LLC
Honeywell ManageAbility Leasing Company Suriname LLC
Honeywell ManageAbility Service Company Jamaica LLC
Honeywell ManageAbility Service Company Suriname LLC
Honeywell Manufacturas de Chihuahua, S.A. de C.V.
Honeywell Materiaux de Friction S.A.
Honeywell Nylon Inc.
Honeywell Nylon LLC
Honeywell Optoelectronica S.A. de C.V.
Honeywell OY
Honeywell Peru S.A.
Honeywell Plastics S.A.
Honeywell Polymers (Australia) Limited
Honeywell POMS Corp.
Honeywell Power Systems Inc.
Honeywell Productos Automotrices, S.A. de C.V.
Honeywell Pte. Ltd.
Honeywell S.A. (Belgium)
Honeywell S.A. (Ecuador)
Honeywell S.A. (France)

Honeywell S.p.A.
Honeywell Security Espana, S.A.
Honeywell Security Italia S.P.A.
Honeywell Sensors LLC
Honeywell Specialty Chemicals (Singapore) Pte Ltd.
Honeywell Specialty Materials, LLC
Honeywell Specialty Wax & Additives Inc.
Honeywell Systems (Philippines), Inc.
Honeywell Systems (Thailand) Limited
Honeywell Taiwan Limited
Honeywell Technology Solutions Inc.
Honeywell Technology Solutions Lab Pvt. Ltd.
Honeywell Thermal Solutions (Thailand) Co., Ltd.
Honeywell Turki-Arabia Limited
Honeywell, S.A. de C.V.
Honeywell, spol. s.r.o. (Czech Republic)
Honeywell-Asiatic Pte Ltd.
Industrial Turbines International, Inc.
IntelliSense (Hong Kong) Limited
International Auto Parts Limited (a/k/a Interzapchast)
International Turbine Engine Company LLC
JITCO, LLC
Kellogg Street 60 Property LLC

Kellogg Street 80 Property LLC
Kellogg Street/440 Property LLC
King Radio S.A.
Labinal Technofan
Lori Asia Pte. Ltd.
MAP Results Pte. Ltd.
Metco Properties, LP
Mexhon, S.A. de C.V.
MK Electric (HK) Limited
MK Electric (Malaysia) SDN BHD
MK Electric Zimbabwe (Private) Limited
Morristown Airport Customs Association
Musashi Holt KK
myConstruction.com Limited
Nirlon Limited
Norplex Oak India Limited
Northern Computers Internacional Cia. Limitada (Ecuador)
Notifier (Benelux) S.A.
Notifier Italia S.r.l.
Notifier Sicherheitssysteme GmbH
Novar America Inc.
Novar Electric Romania S.R.L.
Novar International PTE Limited

Novar Projects Singapore Pte Ltd
Papillon Insurance Services Ltd
Performance Fibers Asia LLC
Pharmaceutical Fine Chemicals Portuguesa Producao e Comercio de Productos Farmenticos Lda.
Pharmaceutical Fine Chemicals S.A. (Parent)
Phoenix Controls Corporation
Pittway Tecnologica S.p.A.
Pittway UK Limited
Prestolite International de Mexico, S.A.
Prestolite of India, Ltd.
Prestone Products Corporation
Quimobasicos, S.A. de C.V.
Rubix Limited Liability Company
Security Resources, LLC
Select Electric (M) SDN BHD
Sinopec Honeywell (Tianjin) Limited
SN-Centro de Pesquisas e Promocao de Sulfato de Amonio Ltda.
Turbodina S.A.I.y.C.
UltraGlas Power Products L.L.C.
Universal Assets Inc.
USHA Amorphous Metals, Ltd.
Vindicator Technologies, Inc.
Xian System Sensor Electronics Ltd.
ZAO Honeywell

EXHIBIT C

to

Definitions - "NARCO Protected Party"

Schedule of Insurance Companies

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA
GRANITE STATE INSURANCE COMPANY
AIU INSURANCE COMPANY
BOSTON OLD COLONY INSURANCE COMPANY
CONTINENTAL CASUALTY COMPANY
COLUMBIA CASUALTY COMPANY
EVEREST REINSURANCE COMPANY (PRUDENTIAL REINSURANCE COMPANY)
MT. MCKINLEY INSURANCE COMPANY (GIBRALTER CASUALTY COMPANY)
FEDERAL INSURANCE COMPANY
UNDERWRITERS AT LLOYD'S, LONDON SUBSCRIBING TO ONE OR MORE OF THE SUBJECT INSURANCE POLICIES IDENTIFIED IN THAT CERTAIN CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE DATED MARCH 21, 2003 BETWEEN HONEYWELL INTERNATIONAL INC. AND CERTAIN UNDERWRITERS AT LLOYD'S
EQUITAS LIMITED
EQUITAS REINSURANCE LIMITED
EQUITAS HOLDINGS LIMITED
EQUITAS MANAGEMENT SERVICES LIMITED
EQUITAS POLICYHOLDERS TRUST LIMITED
IF P&C INSURANCE, LTD.
STOREBRAND ASA
VESTA INSURANCE COMPANY
SPAREBANK 1 SKADEFORSIKRING A/S
GIENSIDIGE NOR FORSIKRING
A.G.F. LONDON BRANCH
ALLIANCE ASSURANCE COMPANY LIMITED
ALLIANZ INTERNATIONAL INSURANCE COMPANY
ARAB INSURANCE COMPANY
ARAB INSURANCE GROUP
ARKWRIGHT BOSTON MANUFACTURERS MUTUAL INS. CO
ASS GEN DE FRANCE
ATLANTIC MUTUAL (EX SOVERGN POOL)
BALOISE F GROUP
BALTICA SCANDINAVIA INS. CO (UK)
BELLEFONTE RE-INSURANCE CO. (THROUGH NEW YORK MARINE MANAGERS)
BISHOPSGATE T A/C
BISHOPSGATE F A/C
BRITISH LAW.
BRITISH LAW 2 A/C.
COMMERCIAL UNION ASSURANCE CO
CAMAT-COMP D'ASS MARIT (EX SOVERGN POOL)
COLBOURNE INSURANCE CO. PER LENNOX U/WTG

CORNHILL INS (EX. SOVERGN &/OR C'HIL POOL)
CORNHILL M A/C
EXCESS INS. CO. LTD
FUJI (P/O E&A MS6 GP)
GENERALI
HANSA MARINE GROUP
HOME X A/C
ICNA (UK) "G" A/C
INDEMNITY MARINE ASSURANCE CO LTD
IRON TRADES MUTUAL INS. LTD
LONDON & HULL JT
LONDON & HULL MARITIME
LONDON ASSURANCE
MIDLAND INSURANCE COMPANY (THROUGH NEW YORK MARINE MANAGERS)
MINSTER 2 A/C
MINSTER 3 A/C
NAVIGATORS INSURANCE COMPANY
NIPPON (P/O E&A MS2 GP)
NIPPON (P/O E&A M3 GP)
NORTHEASTERN INSURANCE COMPANY (THROUGH NEW YORK MARINE MANAGERS)
NORTHERN NO 6 A/C
NORTHERN U/A T A/C
NORTHERN U/A GP 2
NORWICH TRUST A/C
NORWICH 2 TRUST
OCEAN MARINE INS. CO
PEARL ASSURANCE NO 2
PENNSYLVANIA LUMBERMENS MUTUAL INSURANCE COMPANY (THROUGH NEW YORK MARINE MANAGERS)
PHOENIX
PHOENIX A A/C
PHOENIX L A/C
PLANET L A/C
POLARIS N/T A/C
POLARIS G A/C
PRESERVATRICE C GROUP
PRESERVATRICE D GROUP
PROGRESSIVE CASUALTY INSURANCE CO. (PART OF NAVIGATORS)
PROVINCIAL INS. CO. LTD.
PRUDENTIAL GROUP 9
PRUDENTIAL INSURANCE CO. LIMITED TRUST
QBE
QBE INTERNATIONAL

RANGER INSURANCE COMPANY (THROUGH NEW YORK MARINE MANAGERS)
RANGER INSURANCE COMPANY (THROUGH TEXAS MARINE UNDERWRITERS)
REINSURANCE CORPORATION OF NEW YORK (THROUGH NEW YORK MARINE MANAGERS)
REPUBLIC INSURANCE COMPANY (THROUGH NEW YORK MARINE MANAGERS)
RIVER THAMES/SUM (EUROPE)
RIVER THAMES
ROAD TRANSPORT & GENERAL
ROAD TRANSPORT L A/C
SCOTTISH LION
SCOTTISH LION INSURANCE COMPANY
SKANDIA (ORION 80% YASUDA10% SKANDIA10%)
SKANDIA (ORION51% L&O34% SKANDIA 5%)
SKANDIA (ORION82.5% SKANDIA 10% YASUDA 7.5%)
SKANDIA (UK) INC. CO. LTD. (SWEDEN)
SKANDIA, SWEDEN
SKANDIA (ORION 48% L&O 32% YASUDA 10% SKANDIA 10%)
SPHERE DRAKE NO 2
SPHERE GP 2
SPHERE DRAKE SPHERE 50% DRAKE 50%
ST KATHERINE INSURANCE CO LTD.
ST KATHERINE INSURANCE CO. LTD (X A/C)
STOREBRAND INSURANCE CO. (EX SOVERGN POOL)
STRONGHOLD INS. CO. LTD
SUMITOMO MARINE & FIRE INS. (EUR) RT
SWITZERLAND GENERAL (P/O E&A MS3 GP)
SWITZERLAND INSURANCE (P.O B7A MS6 GP)
SWITZERLAND INSURANCE MS1 A/C
TAISHO MARINE & FIRE INS. CO (EX SOVERGN POOL)
TERRA NOVA INSURANCE CO. LTD
THE LUMBERMANS MUTUAL INSURANCE COMPANY (THROUGH NEW YROK MARINE MANAGERS)
THREADNEEDLE (TIC)
TOKIO MARINE & FIRE (EX SOVERGN POOL)
TUREGUM INSURANCE COMPANY
WEIR SBT A/C
WINTERTHUR SWISS INSURANCE CO
WURTTEMBERGISCHE FEUERVERSICHERUNG
YASUDA (ORION 82.5% SKANDIA 10% YASUDA 7.5%)
YASUDA (ORION 51% L&OP 34% YASUDA 10% SKANDIA 5%)
YASUDA FIRE & MARINE INSURANCE CO. (UK)
YASUDA INSURANCE (ORION 80% YASUDA 10% SKANDIA 10%)
YASUDA INSURANCE CO EX ORION 90% YASUDA 10%
YASUDA (ORION 48% L&O 32% YASUDA 10% SKANDIA 10%)

YORKSHIRE

YORKSHIRE L/A/C

WESTPORT INSURANCE CORPORATION (F/K/A PURITAN INSURANCE COMPANY)

EXHIBIT C

to

Definitions - “NARCO Protected Party”

Schedule of RHI AG Entities

RHI AG and its Affiliates

For purposes of the definition of NARCO Protected Party, RHI AG's Affiliates include the following entities, and such entities' Subsidiaries and Affiliates.

1. 1196071 Ontario Inc.
2. 1322578 Ontario Limited
3. Bachmann Industries Australia Pty.
4. Bachmann Industries Canada Inc.
5. Bachmann Industries, Inc.
6. Betriebs- und Baugesellschaft mbH
7. C&G Verwaltungsgesellschaft mbH
8. Cimprogetti S.p.A.
9. Construcciones Didier, S.A.
10. Corrosion Technologies de México, S.A. de C. V.
11. Corrosion Technology Peru, S.A.
12. DCD Ideal spol. S.r.o.
13. DCD Prosenice a.s.
14. DEKOPT Prosenice spol.s.r.o.
15. Deutsche Heraklith GmbH
16. Didier Belgium N.V.
17. Didier Corporation des Produits Réfractaires
18. Didier Vertriebsgesellschaft mbH
19. Didier (Zambia) Ltd.
20. Didier-M&P Energiestechnik Asia Company Ltd.
21. Didier-M&P Energietechnik GmbH
22. Didier-M&P Engineering Inc.
23. DME do Brasil Ltda
24. Dolomite di Montignoso S.p.A.
25. Dolomite Franchi GmbH
26. Dolomite Franchi S.p.A.
27. Dr.-Ing.-Petri & Co. Unterstützungs-Gesellschaft mbH
28. D.S.I.P.C.-Didier Société Industrielle de Production et de Constructions
29. Dutch MAS B.V.
30. Dutch SAPREF B.V.
31. FCT AG
32. Full Line Supply Africa (PTY) Limited
33. Gautschi Wärmetechnik GmbH
34. GEFRO GmbH
35. Gen-X Technologies Inc.
36. GIX International GmbH
37. GIX International Limited
38. Global B&C d.o.o.
39. Harbison Walker B.V.
40. Heraflax Forschungs- und Entwicklungsgesellschaft mbH
41. Heraklith Canada Ltd.

42. Heraklith Consulting & Engineering GmbH
43. Heraklith España S.L.
44. Heraklith Hungaria Kft.
45. Heraklith Nederland B.V.
46. Heraklith Polska Sp.z.o.o.
47. Heraklith South Africa (Pty) Ltd.
48. Heraklith VerwaltungsgmbH
49. Hermann Rappold & Co. GmbH
50. Ideal Baustoffwerke M. Reichenberger GmbH & Co KG
51. Ideal M. Reichenberger GmbH
52. INDRESCO de México, S.A. de C.V. (now known as Producción RHI Mexico S. de R.L. de C.V.)
53. INDRESCO U.K. Ltd.
54. INTOOL de México, S.A. de C.V.
55. Investment Log N.V.
56. IPZ Industrieanlagen Peter Zeisel GmbH
57. Isolit Isolier GmbH
58. Izomat a.s.
59. Izomat Bohemia S.r.o.
60. KAEFER-RACO Engineering GmbH
61. Latino America Refractories ApS
62. Lipka spol. S.r.o.
63. Lokalbahn Mixnitz-St.Erhard AG
64. MAERZ Ofenbau AG
65. Maerz-Gautschi Industrieofenanlagen GmbH
66. Magnesit Anonim Sirketi
67. Magnesit International Bahamas Ltd
68. Magnesitwerk Aken Vertriebsgesellschaft mbH
69. MAGNIFIN Magnesiaproducte GmbH & Co KG
70. Magnifin Magnesiaproducte GmbH
71. Magnomin S.A.
72. Marion South America S.A.
73. Marvo-Feuerungs- und Industriebau GmbH
74. Narco S. E. M. Inc.
75. Österreichische Heraklith GmbH (now known as Heraklith AG)
76. Oy Tulenkestävät Tiilet AB
77. Plastik DCD a.s.
78. Radex Latinoamerica C.A.
79. Radex Vertriebsgesellschaft mbH
80. Radex West GmbH
81. REFEL S.p.A.
82. Refmex, S. de R.L. de C.V. (now known as Producción RHI Mexico S. de R.L. de C.V.)
83. Refractarios Green, S. de R.L. de C.V. (now known as Producción RHI Mexico S. de R.L. de C.V.)
84. Refractories Consulting & Engineering Gesellschaft m.b.H. i.L

85. Refractory Intellectual Property GmbH & Co KG
86. Refractory Intellectual Property GmbH
87. Refrattari Italiana S.p.A.
88. RHE IT-Service GmbH
89. Rheinischer Vulkan, Chamotte- und Dinaswerke mbH (now known as Magnesitwerk Aken Vertriebsgesellschaft mbH)
90. RHI Africa Investment Holdings (Pty) Ltd.
91. RHI Argentina S.R.L
92. RHI Dinaris GmbH
93. RHI Engineering GmbH
94. RHI Réfractaires Algérie E.U.R.L
95. RHI Refractories Africa (Pty) Ltd.
96. RHI Refractories Andino C.A.
97. RHI Refractories Asia Ltd.
98. RHI Refractories Asia Pacific Pte. Ltd.
99. RHI Refractories (Dalian) Co., Ltd.
100. RHI Refractories España, S.A. (now known as RHI Refractories España, S.L.)
101. RHI Refractories France S.A.
102. RHI Refractories Ibérica, S.L.
103. RHI Refractories Italiana s.r.l.
104. RHI Refractories Liaoning Co.Ltd
105. RHI Refractories Mercosul Ltda
106. RHI Refractories México, S.A. de C.V.
107. RHI Refractories Nord AB
108. RHI Refractories Site Services GmbH
109. RHI Refractories Spaeter GmbH
110. RHI Refractories Spaeter (Site Services) Ltd.
111. RHI Refractories Spaeter (UK) Ltd.
112. RHI Refractories UK Limited
113. RHI Sales Service (now known as RHI CHILE S.A.)
114. RHI S.E.M. INC., (now known as Veitsch-Radex America Inc.)
115. SAPREF AG für feuerfestes Material
116. Società Dolomite Italiana SDI S.p.A.
117. Societe Europeene des Procedes d'Application Anto-Corrosion
118. Societe Europeene des Procedes d'Applications Anto-Corrosion SEPPAAC
119. Stopinc AG
120. Striko Polska Sp.z.o.o.
121. Striko UK Ltd.
122. StrikoDynarad Corporation
123. Striko-Westofen GmbH
124. Termika d.d.
125. Termo d.d.
126. Thor Ceramics Limited
127. Thüringer Dämmstoffwerke GmbH & Co KG
128. Treuhandgesellschaft Feuerfest mbH
129. Veitsch Radex Didier Schweiz AG

130. Veitscher Vertriebsgesellschaft mbH
131. Veitsch-Radex America Inc.
132. Veitsch-Radex Didier Schweiz AG
133. Veitsch-Radex GmbH
134. Veitsch-Radex Holding GmbH
135. Veitsch-Radex Immobilien GmbH
136. Veitsch-Radex Urmitz GmbH (now known as RHI Urmitz AG & Co KG)
137. Veitsch-Radex Vertriebsgesellschaft mbH
138. Veitsch-Radex-Didier Schweiz AG i.L.
139. Veitsch-Radex-Didier Vertriebsgesellschaft mbH
140. Veitsch-Radex-Didier-Australia Pty. Ltd.
141. Villas Austria GmbH
142. Villas Hungaria Kft.
143. VRD Americas B.V.
144. VRD Holdings (Australia) Pty. Ltd.
145. VRD-Glas GmbH (now known as RHI GLAS GmbH)
146. Walter Brinkmann GmbH & Co KG
147. Zimmermann & Jansen Beteiligungs-GmbH
148. Zimmermann & Jansen GmbH
149. Zimmermann & Jansen Inc.
150. Zimmermann & Jansen Siam GmbH
151. RHI AG
152. RHI Finance ApS
153. RHI Refractories Holding Company
154. Didier-Werke AG
155. RHI Chile S.A. (f/k/a Harbison-Walker Refractories S.A.) (now known as Refractarios RHI CHILE LTDA)
156. RHI REFMEX S.A. de C.V. (f/k/a Harbison-Walker Refractories, S.A. de C.V)
157. RHI Canada Inc.
158. FC Technik AG
159. MARVO Feuerungs- und Industriebau GmbH
160. OOO RHI CIS
161. RHI CHILE S.A.
162. RHI Rückversicherungs AG
163. RHI Trading (Dalian) Co., Ltd.
164. Veitsch-Radex GmbH & Co.
165. Shandong RHI New Materials Co., Ltd.
166. Eurovek proizvodnja, uvoz-izvoz, d. o. o.
167. Nobasil CZ spol. s.r.o.
168. Mathias Reichenberger Gesellschaft m.b.H
169. Termo HandelsgmbH
170. Isolit Isolier GmbH