

EXHIBIT "A"

EXHIBIT 1

GLOSSARY OF TERMS FOR THE PLAN DOCUMENTS

Unless the context requires otherwise, the following terms shall have the following meanings. Such meanings shall be equally applicable to both the singular and plural forms of such terms. Any term used in capitalized form that is not defined herein but that is defined in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning ascribed to such term by the Bankruptcy Code or the Bankruptcy Rules (with the Bankruptcy Code controlling in the case of a conflict or ambiguity). The rules of construction set forth in section 102 of the Bankruptcy Code shall apply in construction of the Plan Documents.

All references to the Plan herein shall be construed, where applicable, to include references to the Plan and all its exhibits, appendices and schedules (and any amendments thereto made in accordance with the Bankruptcy Code).

1. "Administrative Claim" means any claim for the payment of an Administrative Expense entitled to priority under section 507(a)(1) of the Bankruptcy Code.

2. "Administrative Expense" means (a) any cost or expense of administration of the Reorganization Cases under section 503(b) of the Bankruptcy Code including, but not limited to: (i) any actual and necessary postpetition cost or expense of preserving the Estate or operating the business of a Debtor, (ii) any payment to be made under the Plan to cure a default on an assumed executory contract or unexpired lease, (iii) any postpetition cost, indebtedness or contractual obligation duly and validly incurred or assumed by a Debtor in the ordinary course of business, and (iv) compensation or reimbursement of expenses of professionals to the extent allowed by the Bankruptcy Court under sections 330(a) or 331 of the Bankruptcy Code, and (b) any fee or charge assessed against an Estate under 28 U.S.C. section 1930.

3. "Affiliate" shall have the meaning ascribed to such term in section 101(2) of the Bankruptcy Code, provided that "Affiliates," whenever expressly or explicitly used herein in connection with the Nationwide Parties or the Federal Parties, shall mean any corporate entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, another of the Nationwide Parties or the Federal Parties or their

1 subsidiaries, it being further provided that under no circumstances will this definition or any
2 reference to any "assigns," "successors," "parent" or "subsidiaries" of the Nationwide Parties or
3 the Federal Parties permit any of the Debtors' Other Insurers to obtain rights under the Plan and
4 provided further that the terms "affiliate," "assign" and "successor" does not include any
5 shareholder to the extent such shareholder (including by way of illustration, any of the Debtors'
6 Other Insurers) may be independently liable to any of the Asbestos Related Claimants, the Debtors
7 or the Trust.

8 4. "Agent" or "Agents" means, to the extent applicable and as the context so
9 requires, the officers, directors, employees, stockholders, partners, members, attorneys,
10 accountants, financial advisors, experts, professionals, agents and representatives of any Person or
11 Entity.

12 5. "Allowed Amount" means the amount in which a Claim is allowed.

13 6. "Allowed Asbestos Related Claim" means, with respect to any Asbestos
14 Related Claim, any Asbestos Related Claim that is liquidated and allowed pursuant to the TDP.

15 7. "AMICO" has the meaning given to such term in Section 2.4 of the
16 Disclosure Statement.

17 8. "Approving Entities" means the Futures Representative and the TAC.

18 9. "Arbitration Rules" means those rules established by the Trust, with the
19 consent of the Approving Entities, for resolving, by binding and non-binding arbitration, disputes
20 as set forth in Section 5.9 of the TDP.

21 10. "Asbestos Expenses" means all costs, taxes and expenses of or imposed on
22 the Trust, attributable or allocable to Asbestos Related Claims or Indirect Asbestos Related
23 Claims, including, but not limited to: trustee compensation; employee compensation;
24 compensation to the Futures Representative and his Agents; compensation to the TAC and its
25 Agents; insurance premiums; legal, accounting and other professional fees and expenses;
26 overhead; and disbursements and expenses relating to the implementation of the TDP, but
27 excluding payments to holders of Asbestos Related Claims on account of such Claims or
28 reimbursements of such payments.

1 11. "Asbestos In-Place Insurance Coverage" means any insurance coverage not
2 reduced to Cash settlement proceeds, and available for the payment or reimbursement of liability,
3 indemnity or defense costs arising from or related to Asbestos Related Claims or Trust Expenses
4 under any Asbestos Insurance Policy or any Asbestos Insurance Settlement Agreement.

5 12. "Asbestos Insurance Action" means any claim, cause of action, or right of a
6 Debtor against any Asbestos Insurance Company, including, without limitation those arising out
7 of or relating to: (a) the Coverage Litigation; (b) any Asbestos Insurance Company's failure to
8 provide or pay under Asbestos In-Place Insurance Coverage, (c) the refusal of any Asbestos
9 Insurance Company to compromise and settle any Asbestos Related Claim under or pursuant to
10 any Asbestos Insurance Policy, or (d) the interpretation or enforcement of the terms of any
11 Asbestos Insurance Policy with respect to any Asbestos Related Claim; provided however the
12 foregoing shall not include any such claim, cause of action, or right of any Debtor or any person
13 claiming under or through any Debtor against a Released Party. Notwithstanding any provision to
14 the contrary contained in the Plan, an "Asbestos Insurance Action" shall not include any coverage
15 for Claims covering damages to property caused by asbestos-containing products, the removal of
16 such products or other abatement.

17 13. "Asbestos Insurance Action Recoveries" means (a) certain Cash derived
18 from and paid pursuant to Asbestos Insurance Settlement Agreements, (b) the right to receive
19 proceeds of Asbestos In-Place Insurance Coverage, and (c) the right to receive the proceeds or
20 benefits of any Asbestos Insurance Action.

21 14. "Asbestos Insurance Company" means any insurance company, insurance
22 broker, guaranty association or any other Entity with demonstrated or potential liability to a
23 Debtor or the Trust under an Asbestos Insurance Policy.

24 15. "Asbestos Insurance Company Injunction" means the injunction described
25 in Section 9.3(c) of the Plan.

26 16. "Asbestos Insurance Policy" means any insurance policy in effect at any
27 time on or before the Effective Date which may afford a Debtor insurance coverage thereunder,
28 whether in the form of insurance coverage for defense costs, liability payments, or both, upon

1 which any claim has been or may be made with respect to any Asbestos Related Claim, but
2 excluding any coverage for Claims covering damages to property caused by asbestos-containing
3 products, the removal of such products or other abatement.

4 17. "Asbestos Insurance Settlement Agreement" means any settlement
5 agreement with a Settling Asbestos Insurance Company relating to any Asbestos Related Claim,
6 including the Nationwide Settlement and the Federal Settlement.

7 18. "Asbestos Related Claimant" means the holder of an Asbestos Related
8 Claim or Demand.

9 19. "Asbestos Related Claim" means any Claim Relating To Personal Injury
10 Caused By Asbestos and any Indirect Asbestos Related Claim. Notwithstanding the foregoing, in
11 no event shall "Asbestos Related Claim" include any claim for workers' compensation under any
12 state or federal law. For purposes of this definition:

13 "Claim" includes (a) all manner and type of claim, demand, Demand
14 or lawsuit against any Debtor, whenever and wherever such claims,
15 demands, Demands or lawsuits may arise or be asserted or could
16 have been brought;

17 (b) any debt, obligation or liability of any Debtor, whether or
18 not reduced to judgment, liquidated, unliquidated, fixed, contingent,
19 matured, unmatured, disputed, undisputed, legal, equitable, bonded,
20 secured or unsecured;

21 (c) all those described in (a) or (b) above, for which an
22 Debtor may be otherwise liable under any applicable law including,
23 but not limited to, those Relating To any such Debtor's conduct in
24 the management, negotiation, litigation, settlement or disposition of
25 any claim, demand, Demand or lawsuit described in (a) and (b)
26 above; and

27 (d) any claims for which an Debtor may be liable for
28 contribution, indemnity or otherwise arising out of asbestos;

1 and in relation to each of the foregoing includes, but is not
2 limited to, (x) all those in the nature of or sounding in tort, contract,
3 warranty, bad faith, competition law, unfair or deceptive practices
4 law, conspiracy, statute or any other body, theory or principle of
5 law, equity or admiralty whatsoever, whenever, and wherever
6 arising or asserted, and (y) all those for compensatory damages, loss
7 of consortium, proximate, consequential, general, special damages
8 or Non-Compensatory Damages, reimbursement, indemnity,
9 warranty, contribution or subrogation.

10 "Debtors" means the Debtors as well as their predecessors,
11 successors, subsidiaries or Affiliates, or their respective present or
12 former officers, directors or employees.

13 "Relating To" means for, relating to, or arising by reason of,
14 directly or indirectly.

15 "Personal Injury" means physical, emotional, bodily or other
16 personal injury, sickness, disease, death, whether or not diagnosable
17 or manifested before the Confirmation Date or the close of the
18 Reorganization Cases.

19 "Caused By Asbestos" means caused or allegedly caused, in
20 whole or in part, directly or indirectly, by (a) asbestos or asbestos-
21 containing products, including without limitation, the fabrication or
22 mining of, sale of, installation of, removal of, destruction of,
23 exposure to, presence of, or alleged failure to warn about asbestos,
24 asbestos-containing products, asbestos fibers, asbestos dust, or any
25 operation in which such asbestos, asbestos fibers, asbestos dust or
26 asbestos-containing products may have been used; or (b) services,
27 actions or operations, including services, actions or operations
28

provided, completed or taken by a Debtor in connection with
asbestos or any asbestos-containing product.

20. "Asbestos-Related Disease Categories" means those groups of common
asbestos-related medical conditions, based upon historic data, that have been incorporated into the
TDP to facilitate the expedient and efficient processing and liquidation of Asbestos Related
Claims.

21. "Average Values" has the meaning given to such term in Section 2.1 of the
TDP.

22. "Bankruptcy Code" means title 11 of the United States Code, 11 U.S.C.
§§ 101, *et seq.*, as amended from time to time.

23. "Bankruptcy Court" means the United States Bankruptcy Court for the
Central District of California, or, as the law requires or the circumstances or context makes
appropriate, the District Court.

24. "Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure and
the local rules of the Bankruptcy Court, as in effect on the Petition Date, together with all
amendments and modifications, to the extent made applicable to the Reorganization Cases.

25. "Bar Date" means March 18, 2005, being the date set by the Bankruptcy
Court as the date for holders of Claims and Interests, if required by Bankruptcy Rule 3002, to have
filed their Claims and/or Interests, or such Claims and/or Interests shall be forever barred and
disallowed and shall not be entitled to vote on or participate in the Plan. Notwithstanding the
foregoing, no Bar Date is set for the holders of Class 4 Asbestos Related Claims.

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

27. "Case Valuation Matrix" is attached as Exhibit 5 to the Plan.

28. "Cash" means lawful currency of the United States of America and the
equivalents of that currency.

29. "Category A" has the meaning given to such term in Section 2.5 of the
TDP.

- 1 30. "Category B" has the meaning given to such term in Section 2.5 of the
2 TDP.
- 3 31. "Channeling Injunction" means the injunction described in Section 9.3(a) of
4 the Plan.
- 5 32. "Claim" shall have the meaning ascribed to such term in section 101(5) of
6 the Bankruptcy Code.
- 7 33. "Claims Materials" has the meaning given to such term in Section 6.1 of the
8 TDP.
- 9 34. "Class" means a category of Claims or Interests, as classified in Article 2 of
10 the Plan.
- 11 35. "Committee" means collectively each of the Official Committees Of
12 Creditors Holding Unsecured Claims appointed in the Reorganization Cases by the United States
13 Trustee.
- 14 36. "Compensable Diseases" has the meaning given to such term in Section 2.1
15 of the TDP.
- 16 37. "Confirmation" or "Confirmation of the Plan" means the approval of the
17 Plan by the Bankruptcy Court at the Confirmation Hearing.
- 18 38. "Confirmation Date" means the date on which the Confirmation Order is
19 entered on the docket of the Bankruptcy Court.
- 20 39. "Confirmation Hearing" means the hearing or hearings that will be held
21 before the Bankruptcy Court in which the Debtors will seek Confirmation of the Plan.
- 22 40. "Confirmation Order" means the order of the Bankruptcy Court confirming
23 the Plan under section 1129 and other applicable sections of the Bankruptcy Code.
- 24 41. "Coverage Litigation" means the civil action currently styled *J.T. Thorpe,*
25 *Inc. v. Federal Insurance Company; St. Paul Fire and Marine Insurance Company; National*
26 *Union Fire Insurance Company of Pittsburgh, PA; American Motorists Insurance Company; First*
27 *State Insurance Company*, currently pending in the U.S. Bankruptcy Court, Central District of
28 California, Los Angeles Division as Adversary Proceeding No. 04-01438, in which the plaintiffs

1 seek to determine the extent of insurance coverage for defense of and indemnity of Asbestos
2 Related Claims, and related issues.

3 42. "Debtors" means Thorpe, Dissolved Thorpe, Technologies and Holdings
4 and "Debtor" means any one of them and, after the Effective Date, means each such entity as
5 reorganized and revested.

6 43. "Debtors Portion of Business Loss" shall have the meaning set forth in the
7 definition of the "Thorpe Business Loss Insurance Security" below in paragraph 134.

8 44. "Demand" means a demand for payment, present or future, that (a) was not
9 an Asbestos Related Claim during the Reorganization Cases, (b) arises out of the same or similar
10 conduct or events that gave rise to any Asbestos Related Claim and (c) under the provisions of the
11 Plan is to be resolved by the Trust.

12 45. "Direct Action" means any cause of action or right to bring a cause of
13 action possessed by an Asbestos Claimant against an Asbestos Insurance Company on account of
14 such Asbestos Related Claimant's Asbestos Related Claim, whether arising by contract or under
15 the laws of any jurisdiction.

16 46. "Discharge Injunction" means the injunction described in Section 9.2 of the
17 Plan.

18 47. "Disclosure Statement" means the Disclosure Statement with Respect to the
19 Plan of Reorganization, dated February 25, 2005, including all exhibits, appendices and schedules
20 attached thereto, as submitted by the Plan Proponents under section 1125 of the Bankruptcy Code
21 and approved by the Bankruptcy Court, as such Disclosure Statement may be amended,
22 supplemented or modified from time to time.

23 48. "Disease Categories" has the meaning given to such term in Section 2.5 of
24 the TDP.

25 49. "Dissolved Thorpe" has the meaning given to such term in the first
26 paragraph of the preamble to the Plan.

27 50. "District Court" means the United States District Court for the Central
28 District of California, or the unit thereof having jurisdiction over the matter in question.

- 1 51. "Effective Date" means, a Business Day determined by the Debtors which
2 is thirty (30) calendar days after the entry of an order confirming the Plan, which order is not
3 stayed pending appeal.
- 4 52. "Entity" means any Person, estate, trust, Governmental Unit, or the United
5 States Trustee.
- 6 53. "ERISA" shall mean the Employee Retirement Income Security Act of
7 1974, as amended, 29 U.S.C. §§ 1301-1461.
- 8 54. "Estate" means the bankruptcy estate created for a Debtor by section 541 of
9 the Bankruptcy Code upon the commencement of its Reorganization Case.
- 10 55. "Federal Parties" means Federal Insurance Company and Pacific Indemnity
11 Company, and their respective subsidiaries, Affiliates, predecessors, successors or assigns, and
12 their past, present and future Agents, and their Affiliates, subsidiaries, predecessors, successors
13 and assigns.
- 14 56. "Federal Settlement" means that certain Settlement Agreement dated as of
15 April, 2004 and entered between Thorpe and the Federal Parties attached to the Plan as Exhibit 7.
- 16 57. "FIFO" has the meaning given to such term in Section 2.1 of the TDP.
- 17 58. "FIFO Payment Queue" has the meaning given to such term in Section
18 5.3(c) of the TDP.
- 19 59. "FIFO Processing Queue" has the meaning given to such term in Section
20 5.3(a)(i) of the TDP.
- 21 60. "Final Order" means an order or judgment, the implementation, operation
22 or effect of which has not been stayed and as to which order or judgment (or any revision,
23 modification or amendment thereof) the time to appeal or seek review, rehearing or writ of
24 certiorari has expired and as to which no appeal or petition for review, reconsideration, rehearing
25 or certiorari has been taken and is pending.
- 26 61. "First State" has the meaning given to such term in Section 2.4 of the
27 Disclosure Statement.
- 28

1 62. "Future Asbestos Claimants" means all Entities who, after the Confirmation
2 Date, may in the future assert Demands, other than Indirect Asbestos Related Claims.

3 63. "Futures Representative" means the legal representative for Future Asbestos
4 Claimants, who shall be the Honorable Charles B. Renfrew, or such other individual appointed by
5 the Bankruptcy Court, pursuant to section 524(g) of the Bankruptcy Code, for the purpose of
6 protecting the rights of Persons that might assert Demands of the kind described as Asbestos
7 Related Claims to be paid by the Trust subsequent to the Confirmation of the Plan.

8 64. "G-Risk" means the firm of Global Risk Strategies, Inc.

9 65. "Glossary" means this Glossary of Terms for the Plan Documents,
10 substantially in the form attached as Exhibit 1 to the Plan, as it may be modified from time to time.

11 66. "Governmental Unit" means any domestic, foreign, provincial, federal,
12 state, local or municipal (a) government or (b) governmental agency, commission, department,
13 bureau, ministry or other governmental entity.

14 67. "Holdings" has the meaning given to such term in the first paragraph of the
15 preamble to the Plan.

16 68. "Holdings Note" means a full-recourse, negotiable promissory note
17 executed and delivered on the Effective Date by Technologies and Holdings to the Trust, and filed
18 with the Court at least two weeks before the Confirmation Date, in the principal amount of
19 \$500,000.00, jointly and severally payable by Technologies and Holdings, accruing interest at the
20 prime rate published in the *Wall Street Journal* (changing as it changes therein), with all accrued
21 interest plus \$100,000.00 of principal due and payable on each anniversary of the Effective Date,
22 until the Holdings Note is paid in full, and with payment secured by a first-priority, perfected
23 security interest in 51 percent of all of the common stock issued by Holdings pursuant to the
24 Holdings Pledge Agreement.

25 69. "Holdings Pledge Agreement" means the pledge agreement, in form
26 reasonably acceptable to the Committee, the Futures Representative and the shareholders of
27 Holdings and filed with the Court at least two weeks before the Confirmation Date, pursuant to
28 which certain holders of the common stock of Holdings shall pledge to the Trust a first priority,

1 perfected security interest in not less than 51 percent of all of the common stock issued by
2 Holdings as security for the payment and performance of all of the obligations of Holdings to the
3 Trust under the Holdings Note, and which will contain a provision whereby the controlling 51%
4 interest in Holdings must be deposited into escrow for delivery to the Trust in satisfaction of the
5 Holdings Note upon the failure by Technologies and Holdings to cure in a timely fashion any
6 defaults under the Holdings Note.

7 70. "HSAW" has the meaning given to such term in Section 4.1 of the
8 Disclosure Statement.

9 71. "I" has the meaning given to such term in Section V.a of the Matrix.

10 72. "II" has the meaning given to such term in Section VI.a of the Matrix.

11 73. "Indirect Asbestos Related Claim" means any claim, Claim, demand or
12 Demand based on, related to or arising out of an Asbestos Related Claim (but not including any
13 Claim itself based on, related to or arising out of an Indirect Asbestos Related Claim), based on,
14 relating to or arising out of:

- 15 (a) a right of contribution, reimbursement, subrogation,
16 indemnity or verile share (as those terms are defined by the non-
17 bankruptcy law of any relevant jurisdiction); or
18 (b) any other derivative or indirect Claim of any kind
19 whatsoever, including, but not limited to, all thereof in the nature of
20 or sounding in contract, tort, warranty, bad faith, competition law,
21 unfair or deceptive practices law, conspiracy, statute or any other
22 body, theory or principle of law, equity or admiralty whatsoever
23 including, but not limited to, any actual or alleged bad faith, fraud,
24 unfair competition, breach of contract, breach of the duty of good
25 faith and fair dealing, violation of insurance statute or regulation or
26 extra-contractual liability of any kind, type or description in
27 connection with any of the above and including, without limitation,
28 any claim that arises under or from the laws, whether statutory,

1 common or otherwise, of one or more of the 50 states or any other
2 jurisdiction including, without limitation, any Claim (1) for
3 attorneys' fees arising from or incurred in connection with any
4 Asbestos Related Claim (other than claims of the Debtors' or the
5 Trust's attorneys), or (2) arising out of the Policies and any
6 agreements related thereto, but excluding therefrom any allowed
7 claims against the Debtors from Other Insurers that arise from the
8 Asbestos Insurance Actions, or any counterclaims, crossclaims, or
9 related actions, that are not barred or enjoined under this Plan
10 (which shall be classified as a Class 3-A claim).

11 74. "Indirect Claimant" has the meaning given to such term in Section 5.6 of
12 the TDP.

13 75. "Initial Claims Filing Date" has the meaning given to such term in Section
14 5.3(a)(1) of the TDP.

15 76. "Initial Payment Percentage" has the meaning given to such term in Section
16 2.3 of the TDP.

17 77. "Injunctions" means the Discharge Injunction, the Channeling Injunction,
18 the Supplemental Injunction and the Asbestos Insurance Company Injunction.

19 78. "Interest" means any equity interest in a Debtor represented by common
20 stock of the Debtor existing on the Petition Date.

21 79. "IRC" means the Internal Revenue Code of 1986, as amended.

22 80. "LC" has the meaning given to such term in Section III.a of the Matrix.

23 81. "Lien" means, with respect to any asset or property, any mortgage, lien,
24 pledge, charge, security interest, encumbrance or other security device of any kind pertaining to or
25 affecting such asset or property.

26 82. "M" has the meaning given to such term in Section II.a of the Matrix.

- 1 83. "Managing Trustee" means the Trustee elected pursuant to the unanimous
2 vote of the Trustees, who shall perform the primary administrative duties of the Trustees pursuant
3 to the terms of the Trust Agreement.
- 4 84. "Matrix" means the Case Valuation Matrix as set forth in paragraph 27
5 above.
- 6 85. "Matrix Values" has the meaning given to such term in Section 2.1 of the
7 TDP.
- 8 86. "Maximum Annual Payment" has the meaning given to such term in
9 Section 2.4 of the TDP.
- 10 87. "Maximum Values" has the meaning given to such term in Section 2.1 of
11 the TDP.
- 12 88. "Medical/Exposure Criteria" has the meaning given to such term in Section
13 2.1 of the TDP.
- 14 89. "Mission" means Mission Insurance Company, and its subsidiaries,
15 Affiliates, predecessors, successors or assigns, and its past, present and future Agents, and their
16 Affiliates, subsidiaries, predecessors, successors and assigns.
- 17 90. "Moody's" means Moody's Investors Services, Inc.
- 18 91. "ML&B" means the law firm of Morgan, Lewis & Bockius LLP.
- 19 92. "National Union" has the meaning given to such term in Section 2.4 of the
20 Disclosure Statement.
- 21 93. "Nationwide Parties" means Nationwide Mutual Insurance Company, and
22 its subsidiaries, Affiliates, predecessors, successors or assigns, and its past, present and future
23 Agents, and their Affiliates, subsidiaries, predecessors, successors and assigns.
- 24 94. "Nationwide Settlement" means that certain Settlement Agreement dated as
25 of December, 2003 and entered between the Debtors and the Nationwide Parties attached to the
26 Plan as Exhibit 6.

1 95. "Non-Compensatory Damages" means any and all damages awarded by a
2 court of competent jurisdiction that are penal in nature, including, without limitation, punitive,
3 punitive, exemplary, vindictive, imaginary or presumptive damages.

4 96. "Notice Recipients" means the Debtors, the Trust, the Futures
5 Representative and the TAC.

6 97. "OCA" has the meaning given to such term in Section IV.a of the Matrix.

7 98. "Other Debtors Petition Date" means December 15, 2004 and December 16,
8 2004, the dates on which the Dissolved Thorpe, Technologies and Holdings Reorganization Cases
9 were commenced.

10 99. "Other Insurers" means all entities other than the Federal Parties, the
11 Nationwide Parties and any other Settling Asbestos Insurance Company that directly, or through
12 predecessors in interest, provide or have provided insurance coverage to the Debtors, including,
13 without limitation, St. Paul, National Union, AMICO, First State and Mission, in each case
14 including all of their respective related entities and Affiliates.

15 100. "Other Organ Cancer" has the meaning given to such term in Section
16 IV.b(viii) of the Matrix.

17 101. "Pension Plan" shall mean the Technologies 401(k) profit sharing plan.

18 102. "Payment Percentage" has the meaning given to such term in Section 4.2 of
19 the TDP.

20 103. "Person" means an individual, a corporation, a partnership, a joint venture,
21 an association, a joint stock company, a limited liability company, a limited liability partnership,
22 an estate, an unincorporated organization, a trust, a class or group of individuals, any "Insured,"
23 "Named Insured," "Persons Insured," additional insured or additional named insured, or
24 equivalent term contained in the Policies as those terms are used in the Policies, or any other entity
25 or organization, including without limitation any federal, state or local governmental or quasi-
26 governmental body or political subdivision, department, agency or instrumentality thereof.

27 104. "Petition Date" means the Thorpe Petition Date with respect to Thorpe and
28 the Other Debtors Petition Date with respect to Dissolved Thorpe, Technologies and Holdings.

1 105. "Plan means the Joint Plan of Reorganization filed by the Plan Proponents
2 in the Reorganization Cases and any amendments to the Joint Plan of Reorganization made in
3 accordance with the Bankruptcy Code.

4 106. "Plan Documents" means the Plan and all documents, attachments and
5 exhibits thereto, including but not limited to, the Trust Documents, and any amendments thereto
6 made in accordance with the Bankruptcy Code, that aid in effectuating the Plan, which documents
7 attachments and exhibits have been or will be filed by the Debtors with the Bankruptcy Court.

8 107. "Plan Proponents" has the meaning given to such term in the first paragraph
9 of the preamble to the Plan.

10 108. "Policies" means any and all policies of insurance, whether primary,
11 umbrella, excess or otherwise, and whether liability, first party or otherwise, and whether known
12 or unknown, issued or alleged to have been issued by any of the Federal Parties, the Nationwide
13 Parties or any other Settling Asbestos Insurance Company to any of the Debtors prior to the
14 Effective Date or under which any of the Debtors claim to be entitled to insurance coverage as a
15 matter of law or as a named insured, insured, additional named insured, additional insured, person
16 insured, or equivalent term contained in the policies. The term "Policies" includes the foregoing
17 policies, whether the Debtors assert a right to coverage as a named insured, insured, additional
18 named insured, additional insured, person insured, or equivalent term contained in the policies, or
19 by way of assignment from another insured or Person claiming an interest in or derived from such
20 policies.

21 109. "Pre-Confirmation Liquidated Claims" has the meaning given to such term
22 in Section 5.4 of the TDP.

23 110. "Pre-Confirmation Liquidation Process" has the meaning given to such term
24 in Section 4.7 of the Disclosure Statement.

25 111. "Priority Claim" means any Claim (other than an Administrative Claim or a
26 Priority Tax Claim), to the extent such Claim is entitled to a priority in payment under section
27 507(a) of the Bankruptcy Code.

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1 112. "Priority Tax Claim" means any Claim, to the extent that such Claim is
2 entitled to a priority in payment under section 507(a)(8) of the Bankruptcy Code.

3 113. "Proof of Claim" means any proof of claim filed with the Bankruptcy Court
4 or its duly appointed claims agent with respect to a Debtor pursuant to Bankruptcy
5 Rules 3001 or 3002.

6 114. "Professional Fees" means: (a) all remaining and unpaid fees and expenses
7 incurred through the Effective Date, of present and former professionals, whose employment in
8 the Reorganization Cases has been approved by the Bankruptcy Court, who hold an
9 Administrative Claim approved by the Bankruptcy Court after a Final Order; (b) reasonable fees
10 and expenses of professionals employed by the Debtors after the Effective Date but only to the
11 extent necessary (i) to assist the Trust in carrying out the duties of the Trust under the Plan and the
12 TDP as requested by the Trust; and (ii) to implement this Plan and the Confirmation Order; (c) the
13 fees and expenses of RH&D, ML&B, ZH and G-Risk as more specifically set forth in the
14 engagement letter between Thorpe and ZH dated November 12, 2002 and the engagement letter
15 between Thorpe and G-Risk dated November 12, 2002, copies of which engagement letters are
16 attached as Exhibit A and Exhibit B, respectively, of that certain "Notice Of Motion And Motion
17 For: Order Approving Employment Of: (I) Zevnik Horton LLP As Special Insurance Counsel;
18 (II) Rutter Hobbs & Davidoff Incorporated As Co-Counsel; And (III) Global Risk As Insurance
19 Consultant; And For Reconsideration Of Order Authorizing Use Of Insurance Recovery Proceeds
20 For General Administrative And Litigation Expenses."; (d) fees and expenses of professionals
21 employed by the Trust; and (e) fees and expenses of professionals required to be paid by the Trust
22 under the Trust Agreement. The Debtors shall keep the Trust apprized of their efforts in
23 implementing this Plan and the Confirmation Order. The Trust may object to the fees and costs
24 incurred by the Debtors and their professionals in implementing this Plan and the Confirmation
25 Order, and any such objection shall be resolved by the Bankruptcy Court.

26 115. "Reduced Payment Option" has the meaning given to such term in Section
27 2.5 of the TDP.

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1 116. "Released Non-Debtor Parties" means (a) the Committee and its Agents, (b)
2 the Futures Representative and his or her Agents, (c) the Nationwide Parties, (d) the Federal
3 Parties, and (e) each other Settling Asbestos Insurance Company named as such in the
4 Confirmation Order and subject to the terms of the Asbestos Insurance Settlement Agreement to
5 which such Settling Asbestos Insurance Company is a party.

6 117. "Released Party" means each of (a) the Debtors (as a result of discharges or
7 injunctions entered in their favor), any of their respective successors or assigns and each of their
8 present and former Agents, (b) the Committee, the Futures Representative and their respective
9 Agents, (c) the Nationwide Parties, (d) the Federal Parties, and (e) each other Settling Asbestos
10 Insurance Companies named as such in the Confirmation Order and subject to the terms of the
11 Asbestos Insurance Settlement Agreement to which such Settling Asbestos Insurance Company is
12 a party.

13 118. "Reorganization Cases" means the cases under Chapter 11 of the
14 Bankruptcy Code before the Bankruptcy Court styled *In re J.T. Thorpe, Inc., a California*
15 *corporation, J.T. Thorpe, Inc., a dissolved California corporation, Thorpe Technologies, Inc., a*
16 *California corporation, and Thorpe Holding Company, Inc., a California corporation*, in the
17 above-captioned case numbers which cases the Debtors are being jointly administered under Case
18 No. LA02-14216 BB.

19 119. "RH&D" means the law firm of Rutter, Hobbs & Davidoff, Inc.

20 120. "S&P" means Standard & Poor's Corporation.

21 121. "Schedules" means the schedules, statement of affairs and other statements
22 and lists filed by a Debtor with the Bankruptcy Court pursuant to Bankruptcy Rule 1007, if such
23 documents are filed, as they have been and may be amended or supplemented from time to time.

24 122. "Second Disease Claim" has the meaning given to such term in Section
25 5.8(a) of the TDP.

26 123. "Secured Claim" means any Claim that is secured in whole or part, as of the
27 Petition Date, by a Lien.

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1 124. "Serious Asbestosis" has the meaning given to such term in Section V.b(vii)
2 of the Matrix.

3 125. "Settling Asbestos Insurance Company" means:

- 4 (a) the Nationwide Parties;
5 (b) the Federal Parties; and
6 (c) any Asbestos Insurance Company that has, before the
7 earlier of (i) the Effective Date, or (ii) unless the Committee and the
8 Futures Representative have agreed in writing to a later date, which
9 agreement shall take place prior to the Effective Date, the date upon
10 which the United States District Court for the Central District of
11 California issues or affirms the Confirmation Order as required by
12 Bankruptcy Code section 524(g)(3)(A), entered into an Asbestos
13 Insurance Settlement Agreement that is sufficiently comprehensive
14 in the determination of the Plan Proponents (in their absolute
15 discretion) to warrant treatment under section 524(g) of the
16 Bankruptcy Code;
17 provided, however, under no circumstances shall any Settling
18 Asbestos Insurance Company include: (i) any Other Insurer against
19 whom a Debtor or the Trust has potential rights of recovery for
20 Asbestos Related Claims, unless such Other Insurer otherwise
21 qualifies as a Settling Asbestos Insurance Company, or (ii) Mission
22 Insurance Company.

23 126. "St. Paul" has the meaning given to such term in Section 2.4 of the
24 Disclosure Statement.

25 127. "Supplemental Injunction" means the injunction described in Section 9.3(b)
26 of the Plan.

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1 128. "TAC" means the Trust Advisory Committee, consisting of the individuals
2 appointed and serving in accordance with Article 4 of the Plan and having the powers, duties and
3 obligations set forth in the Trust Agreement.

4 129. "Tax Attributes" has the meaning given to such term in Section 10.1(a) of
5 the Disclosure Statement.

6 130. "TDP" means the J.T. Thorpe, Inc., a California corporation/ J.T. Thorpe,
7 Inc., a dissolved California corporation/Thorpe Technologies, Inc., a California
8 corporation/Thorpe Holdings Company, Inc., a California corporation, Asbestos Personal Injury
9 Settlement Trust Distribution Procedures substantially in the form attached as Exhibit 4 to the
10 Plan, as may be modified from time to time as provided in the Trust Agreement.

11 131. "Technologies" has the meaning given to such term in the first paragraph of
12 the preamble to the Plan.

13 132. "Termination Date" means that certain date upon which the Trust shall
14 automatically terminate and which shall be 90 days after the first occurrence of any one of the
15 events listed in Section 7.2(a) of the Trust Agreement.

16 133. "Thorpe" has the meaning given to such term in the first paragraph of the
17 preamble to the Plan.

18 134. "Thorpe Business Loss Insurance Security" means collectively, the
19 securities to be issued and delivered on the Effective Date by each Debtor to the Trust, in a form
20 reasonably acceptable to the Committee, the Futures Representative and the Debtors and filed with
21 the Court at least two weeks before the Confirmation Date, with the following terms and
22 conditions:

23 (a) the Debtors shall pay to the Trust: (i) a specified percentage (defined below)
24 of Asbestos Insurance Action Recoveries attributable to any (a) lost business opportunities,
25 interruption of their businesses or other cost, loss or damage to the Debtors' businesses and
26 any punitive damages based on or related to such costs, losses or damages; (b) the value of
27 any nonasbestos liability coverages that have been or may be released or compromised in
28 resolving disputes with any Asbestos Insurance Company; and (c) the value of any extra-

1 contractual claims, including attorneys fees for pursuing Asbestos Insurance Actions, that
2 may be, or have been, recovered or compromised in resolving disputes with any Asbestos
3 Insurance Company (collectively a "Business Loss"), until aggregate Asbestos Insurance
4 Action Recoveries total One Hundred Fifty Million (\$150,000,000) (inclusive of the
5 aggregate amounts from the Federal Settlement and the Nationwide Settlement); and (ii)
6 thereafter 100 percent of all Asbestos Insurance Action Recoveries attributable to a
7 Business Loss.

8 (b) For purposes of clause 134 (a)(i) above, and under the unique circumstances of
9 the Federal Settlement, the Business Loss allocable to the recovery of Forty Five Million
10 Dollars from the Federal Settlement shall be Five Million Dollars (\$5,000,000). To the
11 extent that the recovery from Federal under the Federal Settlement is only Fifteen Million
12 Dollars (\$15,000,000) then One Million Six Hundred Sixty Six Thousand, Six Hundred
13 and Sixty Six Dollar (\$1,666,666) shall be allocated as Business Loss. For purposes of the
14 Federal Settlement, the Trust shall be paid 70% of such Business Loss and the Debtors
15 shall be paid 30% of such Business Loss (the latter being the "Debtors Portion of the
16 Business Loss" as referred to in paragraph 43 above). Thus for example, if all Forty Five
17 Million Dollars is collected on the Federal Settlement, the Trust shall be paid Three
18 Million Five Hundred Thousand Dollars (\$3,500,000) of such Business Loss, and the
19 Debtors shall be paid One Million Five Hundred Thousand Dollars (\$1,500,000) of such
20 Business Loss.

21 (c) As to other Asbestos Insurance Action Recoveries, the Debtors, the Trust, the
22 Futures Representative and the Committee agree that Business Loss shall be limited to
23 7.5% of any such future recoveries, and that the Trust shall be paid 60% of such Business
24 Loss and the Debtors shall be paid 40% of such Business Loss (i.e. the "Debtors Portion of
25 the Business Loss").

26 (d) Any agreement whereby an Asbestos Insurance Company provides
27 coverage-in-place shall be regarded as the Debtors having recovered One Hundred Fifty
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1 Million Dollars (\$150,000,000), and shall be treated as set forth in sub paragraph (c)
2 above.

3 (e) The Debtors Portion of the Business Loss shall not exceed Four Million
4 Five Hundred thousand Dollars (\$4,500,000).
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1 135. "Thorpe General Insurance Security" means collectively, the securities to be
2 issued and delivered on the Effective Date by each Debtor to the Trust, in a form reasonably
3 acceptable to the Committee, the Futures Representative and each respective Debtor and filed with
4 the Court at least two weeks before the Confirmation Date, which entitles the Trust to receive all
5 of the Debtors' Asbestos Insurance Action Recoveries, except for the Debtors Portion of Business
6 Loss as provided for in the Thorpe Business Loss Insurance Security, as more particularly
7 described in Section 1.3 of the Disclosure Statement.

8 136. "Thorpe Petition Date" means February 12, 2002, the date on which the Thorpe
9 Reorganization Case was commenced.

10 137. "Trust" means the J.T. Thorpe Settlement Trust established pursuant to the Trust
11 Agreement.

12 138. "Trust Agreement" means that certain J.T. Thorpe Settlement Trust Agreement,
13 effective as of the Effective Date, substantially in the form attached as Exhibit 2 to the Plan, as it
14 may be modified from time to time.

15 139. "Trust Assets" means the assets to be delivered to the Trust pursuant to the Plan
16 Documents, or otherwise, and include without limitation the following assets and any income,
17 profits, and proceeds derived therefrom: (a) all shares of the common stock of Dissolved Thorpe,
18 (b) the Holdings Note, (c) rights under the Holdings Pledge Agreement, (d) the Thorpe Business
19 Loss Insurance Security, (e) the Thorpe General Insurance Security, (f) all Asbestos Insurance
20 Action Recoveries (except for the Debtors Portion of Business Loss). The Trust Assets shall
21 additionally include the Debtors' rights for contribution and reimbursement against parties other
22 than Released Parties, as provided in Section 8.10 of the Plan.

23 140. "Trust Bylaws" means the J.T. Thorpe Settlement Trust Bylaws, effective as of the
24 Effective Date, substantially in the form attached as Exhibit 3 to the Plan, as may be modified
25 from time to time.

1 141. "Trust Documents" means the Trust Agreement, the Trust Bylaws, the TDP and the
2 other agreements, instruments and documents governing the establishment, administration and
3 operation of the Trust, which shall be substantially in the form set forth in Exhibits 2, 3, 4 and 5 to
4 the Plan, as they may be amended or modified from time to time in accordance with the Plan and
5 such documents.

6 142. "Trust Expenses" means any of the Asbestos Expenses, and any other liabilities,
7 costs or expenses of, or imposed upon, assumed by, or in respect of the Trust. Liabilities assumed
8 by the Trust include: (i) United States Trustees Fees incurred by any of the Debtors, whether pre
9 or post confirmation; (ii) Professional Fees, and (iii) fees and expenses incurred pursuant to
10 section 10.4 of the Plan. Trust Expenses shall not include payments to holders of Asbestos
11 Related Claims on account of such Asbestos Related Claims.

12 143. "Trustees" means the Persons appointed pursuant to Article 4 of the Plan, for the
13 purpose of acting as trustees of the Trust in accordance with the terms and conditions contained in
14 the Trust Documents, the Plan and the Confirmation Order.

15 144. "United States Trustee" means the United States Trustee whose territory includes
16 the Bankruptcy Court.

17 145. "Unsecured Claim" means any Claim that is neither secured nor entitled to priority
18 under the Bankruptcy Code and is not an Asbestos Related Claim.

19 146. "Working Capital" shall have the meaning set forth in section 10.8 of the Plan.

20 147. "Voting Agent" has the meaning given to such term in Section 1.2 of the
21 Disclosure Statement.

22 148. "Voting Deadline" has the meaning given to such term in Section 1.2 of the
23 Disclosure Statement.

24 149. "ZH" means the law firm of Zevnik Horton LLP.
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