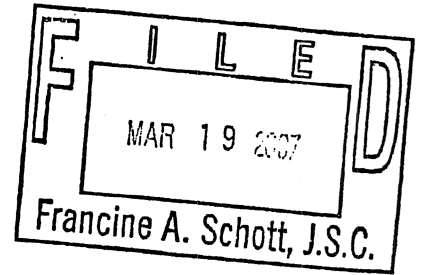


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Attorneys for Defendant Woolsulate Corporation



SCOTTSDALE INSURANCE
COMPANY,

PLAINTIFF,

v.

WOOLSULATE CORPORATION,

DEFENDANT.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: ESSEX COUNTY
DOCKET NO.: ESX-L-12568-99

Civil Action

ORDER OF FINAL JUDGMENT

This matter having come before the Court on June 21, 2005 for bench trial, the Honorable Francine A. Schott, J.S.C., presiding, Plaintiff Scottsdale Insurance Company (hereinafter "Scottsdale") appearing, by and through its attorneys Sachs, Maitlin, Fleming and Greene (Allan Maitlin, Esq. appearing), and Defendants Woolsulate Corporation (hereinafter "Woolsulate") appearing, by and through its attorneys Schwartz Kelly, LLC (Gregory J. Schwartz, Esq. appearing), for the reasons set forth on the record during the trial of this matter,

It is on this 19 day of March 200~~8~~⁷ hereby ORDERED as follows:

1. Scottsdale voluntarily dismissed with prejudice at the time of trial all claims relating to the Pollution Exclusion.
2. Woolsulate voluntarily dismissed with prejudice at the time of trial all claims relating to bad faith.

3. The Court previously placed on the record its decision for Woolsulate on the issue of rescission and hereby enters Judgment against Scottsdale and in favor of Woolsulate on Scottsdale's rescission claim;

4. The Court previously ruled on the record that Scottsdale's defenses of "known loss" and "loss-in-progress" were contrary to the "weight of authority" and cited the following cases in its findings: CPC International v. Hartford Accident and Indemnity Corporation, 316 N.J. Super 351 (App. Div. 1998), cert. denied, 158 N.J. 73; Stonewall Insurance Company v. Asbestos Claims Management Corp., 73 F. 3d 1178 (2d Cir. 1995); In Re: Wallace & Gale, B. R. 223 (D.D.C. 2002); In the Matter of Celotex, 196 B.R. 973 (M.D.Fla. 1996). The Court hereby enters Judgment against Scottsdale and in favor of Woolsulate on the known loss and loss-in-progress defenses.

5. The Court previously ruled on the record that Woolsulate met its burden of proof that the primary carrier, Chubb Insurance, has paid out in excess of \$500,000.00 towards claims involving bodily injury during Scottsdale's policy period and that the underlying policy has been "exhausted." The Court hereby enters Judgment against Scottsdale and in favor of Woolsulate on the issue of exhaustion.

6. The court previously ruled on the record a declaration that Scottsdale is obligated to participate in the underlying asbestos claims. The Court hereby enters Judgment against Scottsdale and in favor of Woolsulate on the issue of coverage for the underlying claims.

7. Upon motion after trial for Judgment regarding Scottsdale's duty to provide Woolsulate with a defense against the underlying asbestos claims, and the Court having

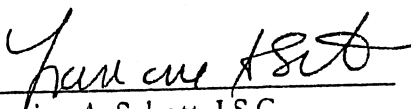
reviewed the papers submitted in support of the motion, and the papers submitted in opposition and reply, and the Court having heard oral argument, and the Court having considered the evidence at trial, the Court hereby enters Judgment against Scottsdale and in favor of Woolsulate regarding Scottsdale's obligation to ~~provide Woolsulate with a defense.~~ ^{participate in Woolsulate} ~~defense~~ ^{Costs.}

8. Upon motion after trial for an award of attorneys' fees and costs pursuant to Rule 4:42-9, and the Court having considered the papers submitted in support of the motion, and the papers submitted in opposition and reply, and the Court having heard oral argument, and the Court having considered the evidence at trial, the Court hereby enters Judgment against Scottsdale and in favor of Woolsulate in the amount of \$ 262,561.00 _____, which represents \$ 252,561.00 in attorneys' fees and \$ 10,000 _____ in costs and expenses.

It is further ORDERED that full and final judgment be entered in favor of Woolsulate on all of Scottsdale's claims with costs pursuant to Rule 4:42-8(a).

It is further ORDERED that this ORDER shall serve as sufficient warrant and authority for the Clerk of Court to enter judgment in favor of Woolsulate with ~~costs~~ upon the Civil Docket pursuant to Rule 4:47-1.

It is further ORDERED that a copy of this ORDER of JUDGMENT be served upon counsel for Plaintiff within seven (7) days of the date of its entry.


Francine A. Schott, J.S.C.

FRANCINE A. SCHOTT, J.S.C.

Separate order on motion entered 3/19/07