

[Query](#) [Reports](#) [Utilities](#) [WorkFlow](#) [Schedule](#) [Help](#)

[What's New](#) [Log Out](#)

CLOSED

**U.S. District Court
District of New Jersey [LIVE] (Trenton)
CIVIL DOCKET FOR CASE #: 3:22-cv-05116-MAS-TJB**

AC&S ASBESTOS SETTLEMENT TRUST et al v. ALDRICH
PUMP LLC et al
Assigned to: Judge Michael A. Shipp
Referred to: Magistrate Judge Tonianne J. Bongiovanni
Case in other court: U.S.B.C. Western District of North
Carolina, 20-30608-JCW
Cause: Motion to Quash

Date Filed: 08/19/2022
Date Terminated: 01/04/2023
Jury Demand: None
Nature of Suit: 890 Other Statutory
Actions
Jurisdiction: Federal Question

Movant

Non-Party Certain Matching Claimants

represented by **JOSEPH H. LEMKIN**
Stark & Stark
993 Lenox Dr, Building 2
Lawrenceville, NJ 08648
(609)896-9060
Email: jlemkin@stark-stark.com
ATTORNEY TO BE NOTICED

TIMOTHY P. DUGGAN
STARK & STARK, PC
PRINCETON PIKE CORPORATE
CENTER
993 LENNOX DRIVE - BUILDING TWO
PO 5315
PRINCETON, NJ 08543-5315
(609) 895-7375
Email: tduggan@stark-stark.com
ATTORNEY TO BE NOTICED

Petitioner

**AC&S ASBESTOS SETTLEMENT
TRUST**

represented by **MICHAEL ANDREW KAPLAN**
LOWENSTEIN SANDLER LLP
ONE LOWENSTEIN DRIVE
ROSELAND, NJ 07068
973-597-2302
Fax: 973-597-2303
Email: mkaplan@lowenstein.com
LEAD ATTORNEY



RACHEL MOSESON DIKOVICS
LOWENSTEIN SANDLER LLP
ONE LOWENSTEIN DR.
ROSELAND, NJ 07068
973-597-2494
Email: rdikovics@lowenstein.com
ATTORNEY TO BE NOTICED

LYNDA A. BENNETT
LOWENSTEIN SANDLER LLP
ONE LOWENSTEIN DRIVE
ROSELAND, NJ 07068
973-597-6338
Fax: 973-597-6339
Email: lbennett@lowenstein.com
ATTORNEY TO BE NOTICED

Petitioner

**COMBUSTION ENGINEERING
524(G) ASBESTOS PI TRUST**

represented by **MICHAEL ANDREW KAPLAN**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

RACHEL MOSESON DIKOVICS
(See above for address)
ATTORNEY TO BE NOTICED

LYNDA A. BENNETT
(See above for address)
ATTORNEY TO BE NOTICED

Petitioner

**G-I HOLDINGS INC. ASBESTOS
PERSONAL INJURY SETTLEMENT
TRUST**

represented by **MICHAEL ANDREW KAPLAN**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

RACHEL MOSESON DIKOVICS
(See above for address)
ATTORNEY TO BE NOTICED

LYNDA A. BENNETT
(See above for address)
ATTORNEY TO BE NOTICED

Petitioner

GST SETTLEMENT FACILITY

represented by **MICHAEL ANDREW KAPLAN**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

RACHEL MOSESON DIKOVICS
(See above for address)
ATTORNEY TO BE NOTICED

LYNDA A. BENNETT
(See above for address)
ATTORNEY TO BE NOTICED

Petitioner

**KAISER ALUMINUM & CHEMICAL
CORPORATION ASBESTOS
PERSONAL INJURY TRUST**

represented by **MICHAEL ANDREW KAPLAN**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

RACHEL MOSESON DIKOVICS
(See above for address)
ATTORNEY TO BE NOTICED

LYNDA A. BENNETT
(See above for address)
ATTORNEY TO BE NOTICED

Petitioner

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

represented by **MICHAEL ANDREW KAPLAN**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

RACHEL MOSESON DIKOVICS
(See above for address)
ATTORNEY TO BE NOTICED

LYNDA A. BENNETT
(See above for address)
ATTORNEY TO BE NOTICED

Petitioner

**T H AGRICULTURE & NUTRITION,
L.L.C. ASBESTOS PERSONAL
INJURY TRUST**

represented by **MICHAEL ANDREW KAPLAN**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

RACHEL MOSESON DIKOVICS
(See above for address)

ATTORNEY TO BE NOTICED

LYNDA A. BENNETT

(See above for address)

ATTORNEY TO BE NOTICED

Petitioner

**YARWAY ASBESTOS PERSONAL
INJURY TRUST**

represented by **MICHAEL ANDREW KAPLAN**

(See above for address)

LEAD ATTORNEY

ATTORNEY TO BE NOTICED

RACHEL MOSESON DIKOVICS

(See above for address)

ATTORNEY TO BE NOTICED

LYNDA A. BENNETT

(See above for address)

ATTORNEY TO BE NOTICED

V.

Respondent

ALDRICH PUMP LLC

represented by **PAUL R. DEFILIPPO**

WOLLMUTH, MAHER & DEUTSCH,
LLP

500 Fifth Avenue

12th Floor

New York, NY 10110

(212) 382-3300

Fax: (212) 382-0050

Email: pdefilippo@wmd-law.com

LEAD ATTORNEY

ATTORNEY TO BE NOTICED

Respondent

MURRAY BOILER LLC

represented by **PAUL R. DEFILIPPO**

(See above for address)

LEAD ATTORNEY

ATTORNEY TO BE NOTICED

Interested Party

VERUS CLAIMS SERVICES, LLC

represented by **ANDREW E. ANSEMI**

ANSEMI & CARVELLI, LLP
NEW JERSEY

56 HEADQUARTERS PLAZA

WEST TOWER

FIFTH FLOOR

MORRISTOWN, NJ 07960
 973-635-6300
 Fax: 973-635-6363
 Email: aanselmi@acllp.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

ZACHARY D. WELLBROCK
 ANSELMY & CARVELLI, LLP
 56 HEADQUARTERS PLAZA
 WEST TOWER
 FIFTH FLOOR
 MORRISTOWN, NJ 07960
 973-635-6300
 Email: zwellbrock@acllp.com
ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
08/19/2022	1	MOTION to Quash/Compel/Enforce Subpoenas (Filing fee \$ 49 receipt number ANJDC-13640011.), filed by Quigley Company, Inc. Asbestos PI Trust, G-I Holdings Inc. Asbestos Personal Injury Settlement Trust, T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust, Combustion Engineering 524(g) Asbestos PI Trust, Yarway Asbestos Personal Injury Trust, AC&S Asbestos Settlement Trust, GST Settlement Facility, Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust. (Attachments: # 1 Brief, # 2 Certification Bennett Certification with Exhibits, # 3 Text of Proposed Order, # 4 Text of Proposed Order, # 5 Certificate of Service)(BENNETT, LYNDA) (Entered: 08/19/2022)
08/19/2022	2	Third Party Litigation Funding disclosure statement pursuant to L.Civ.R 7.1.1(a)(1-3) filed by AC&S Asbestos Settlement Trust, Combustion Engineering 524(g) Asbestos PI Trust, G-I Holdings Inc. Asbestos Personal Injury Settlement Trust, GST Settlement Facility, Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust, Quigley Company, Inc. Asbestos PI Trust, T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust, Yarway Asbestos Personal Injury Trust. (BENNETT, LYNDA) (Entered: 08/19/2022)
08/19/2022	3	NOTICE of Appearance by MICHAEL ANDREW KAPLAN on behalf of AC&S Asbestos Settlement Trust, Combustion Engineering 524(g) Asbestos PI Trust, G-I Holdings Inc. Asbestos Personal Injury Settlement Trust, GST Settlement Facility, Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust, Quigley Company, Inc. Asbestos PI Trust, T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust, Yarway Asbestos Personal Injury Trust (KAPLAN, MICHAEL) (Entered: 08/19/2022)
08/19/2022	4	NOTICE of Appearance by RACHEL MOSESON DIKOVICS on behalf of AC&S Asbestos Settlement Trust, Combustion Engineering 524(g) Asbestos PI Trust, G-I Holdings Inc. Asbestos Personal Injury Settlement Trust, GST Settlement Facility, Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust, Quigley Company, Inc. Asbestos PI Trust, T H Agriculture & Nutrition, L.L.C. Asbestos

		Personal Injury Trust, Yarway Asbestos Personal Injury Trust (DIKOVICS, RACHEL) (Entered: 08/19/2022)
08/19/2022		CLERK'S QUALITY CONTROL MESSAGE - The case you electronically filed has been processed, however, the following deficiencies were found: Party Information is to be entered in CAPITAL LETTERS . The Clerk's Office has made the appropriate changes. Please refer to the Attorney Case Opening Guide for processing electronically filed cases. (km) (Entered: 08/19/2022)
08/19/2022		CLERK'S QUALITY CONTROL MESSAGE - The case you electronically filed did not include a Civil Cover Sheet (JS-44), which is required to be submitted along with the initial pleading, as indicated in the Attorney Case Opening Guide. Please complete and file a Civil Cover Sheet using the event Exhibit (to Document) found under Civil/Other Filings/Other Documents. Please refer to the Attorney Case Opening Guide for processing electronically filed cases. (km) (Entered: 08/19/2022)
08/19/2022		Judge Michael A. Shipp and Magistrate Judge Tonianne J. Bongiovanni added. (kht,) (Entered: 08/19/2022)
08/19/2022		Set Deadlines as to 1 MOTION to Quash (Filing fee \$ 49 receipt number ANJDC-13640011.). Motion set for 9/19/2022 before Magistrate Judge Tonianne J. Bongiovanni. Unless otherwise directed by the Court, this motion will be decided on the papers and no appearances are required. Note that this is an automatically generated message from the Clerk`s Office and does not supersede any previous or subsequent orders from the Court. (kht) (Entered: 08/19/2022)
08/19/2022	5	MOTION to Quash/Compel/Enforce <i>Subpoena and to Stay</i> by VERUS CLAIMS SERVICES, LLC. (Attachments: # 1 Brief Memorandum of Law, # 2 Declaration Declaration of Mark T. Eveland, # 3 Declaration Declaration of Andrew E. Anselmi, # 4 Text of Proposed Order Proposed Order)(ANSELM, ANDREW) (Entered: 08/19/2022)
08/19/2022	6	Corporate Disclosure Statement by VERUS CLAIMS SERVICES, LLC. (ANSELM, ANDREW) (Entered: 08/19/2022)
08/19/2022	7	Exhibit to 1 Motion to Quash/Compel/Enforce., by AC&S ASBESTOS SETTLEMENT TRUST, COMBUSTION ENGINEERING 524(G) ASBESTOS PI TRUST, G-I HOLDINGS INC. ASBESTOS PERSONAL INJURY SETTLEMENT TRUST, GST SETTLEMENT FACILITY, KAISER ALUMINUM & CHEMICAL CORPORATION ASBESTOS PERSONAL INJURY TRUST, QUIGLEY COMPANY, INC. ASBESTOS PI TRUST, T H AGRICULTURE & NUTRITION, L.L.C. ASBESTOS PERSONAL TRUST, YARWAY ASBESTOS PERSONAL INJURY TRUST. (BENNETT, LYNDA) (Entered: 08/19/2022)
08/19/2022	8	NOTICE of Appearance by ZACHARY D. WELLBROCK on behalf of VERUS CLAIMS SERVICES, LLC (WELLBROCK, ZACHARY) (Entered: 08/19/2022)
08/25/2022	9	Letter from Lynda A. Bennett. (BENNETT, LYNDA) (Entered: 08/25/2022)
08/26/2022	10	Letter re 5 MOTION to Quash/Compel/Enforce <i>Subpoena and to Stay</i> . (ANSELM, ANDREW) (Entered: 08/26/2022)
09/02/2022	11	NOTICE of Appearance by PAUL R. DEFILIPPO on behalf of ALDRICH PUMP LLC, MURRAY BOILER LLC (DEFILIPPO, PAUL) (Entered: 09/02/2022)

09/02/2022	12	MOTION for Leave to Appear Pro Hac Vice <i>for Joseph F. Pacelli</i> by ALDRICH PUMP LLC, MURRAY BOILER LLC. (Attachments: # 1 Declaration of Paul R. DeFilippo in Support of Motion for an Order Admitting Joseph F. Pacelli to Appear Pro Hac Vice, # 2 Declaration of Joseph F. Pacelli in Support of Motion for an Order Admitting Joseph F. Pacelli to Appear Pro Hac Vice, # 3 (Proposed) Order Admitting Joseph F. Pacelli to Appear Pro Hac Vice), # 4 Certificate of Service)(DEFILIPPO, PAUL) (Entered: 09/02/2022)
09/02/2022	13	MOTION to Quash/Compel/Enforce , filed by Non-Party Certain Matching Claimants. (Attachments: # 1 Certificate of Service, # 2 Certification in Support, # 3 Brief, # 4 Text of Proposed Order)(DUGGAN, TIMOTHY) (Entered: 09/02/2022)
09/02/2022	14	MOTION to Proceed Anonymously by Non-Party Certain Matching Claimants. (Attachments: # 1 Certificate of Service, # 2 Certification in Support, # 3 Brief, # 4 Text of Proposed Order)(DUGGAN, TIMOTHY) (Entered: 09/02/2022)
09/02/2022		Set Deadlines as to 14 MOTION to Proceed Anonymously , 12 MOTION for Leave to Appear Pro Hac Vice <i>for Joseph F. Pacelli</i> , 13 MOTION to Quash/Compel/Enforce . Motion set for 10/3/2022 before Magistrate Judge Tonianne J. Bongiovanni. Unless otherwise directed by the Court, this motion will be decided on the papers and no appearances are required. Note that this is an automatically generated message from the Clerk's Office and does not supersede any previous or subsequent orders from the Court. (mg,) (Entered: 09/02/2022)
09/06/2022	15	CONSENT ORDER directing Respondents to file and serve the Motion to Transfer no later than 9/6/2022; and it is further ordered that the returned date for Motion to Quash is adjourned to 11/7/2022 and the Motion to Transfer, when filed, will be returnable on the same date. Signed by Magistrate Judge Tonianne J. Bongiovanni on 9/6/2022. (jdg) (Entered: 09/06/2022)
09/07/2022		CLERK'S QUALITY CONTROL MESSAGE - Please be advised that when entering parties do not enter address information. The Clerk's office has made the appropriate changes. The Clerk's Office has removed attorney Joseph H. Lemkin from the docket, as he has not entered a Notice of Appearance. (mg) (Entered: 09/07/2022)
09/08/2022	16	MOTION for Leave to Appear Pro Hac Vice <i>for C. Michael Evert, Jr.</i> by ALDRICH PUMP LLC, MURRAY BOILER LLC. (Attachments: # 1 Declaration of Paul R. DeFilippo in Support of Motion for an Order Admitting C. Michael Evert, Jr. to Appear Pro Hac Vice, # 2 Declaration of C. Michael Evert, Jr. in Support of Motion for an Order Admitting C. Michael Evert, Jr. to Appear Pro Hac Vice, # 3 (Proposed) Order Admitting C. Michael Evert, Jr. to Appear Pro Hac Vice, # 4 Certificate of Service) (DEFILIPPO, PAUL) (Entered: 09/08/2022)
09/08/2022	17	MOTION for Leave to Appear Pro Hac Vice <i>for Brad B. Erens</i> by ALDRICH PUMP LLC, MURRAY BOILER LLC. (Attachments: # 1 Declaration of Paul R. DeFilippo in Support of Motion for an Order Admitting Brad B. Erens to Appear Pro Hac Vice, # 2 Declaration of Brad B. Erens in Support of Motion for an Order Admitting Brad B. Erens to Appear Pro Hac Vice, # 3 (Proposed) Order Admitting Brad B. Erens to Appear Pro Hac Vice, # 4 Certificate of Service)(DEFILIPPO, PAUL) (Entered: 09/08/2022)

09/08/2022	18	MOTION for Leave to Appear Pro Hac Vice for <i>Caitlin K. Cahow</i> by ALDRICH PUMP LLC, MURRAY BOILER LLC. (Attachments: # 1 Declaration of Paul R. DeFilippo in Support of Motion for an Order Admitting Caitlin K. Cahow to Appear Pro Hac Vice, # 2 Declaration of Caitlin K. Cahow in Support of Motion for an Order Admitting Caitlin K. Cahow to Appear Pro Hac Vice, # 3 (Proposed) Order Admitting Caitlin K. Cahow to Appear Pro Hac Vice, # 4 Certificate of Service)(DEFILIPPO, PAUL) (Entered: 09/08/2022)
09/08/2022	19	MOTION for Leave to Appear Pro Hac Vice for <i>Morgan R. Hirst</i> by ALDRICH PUMP LLC, MURRAY BOILER LLC. (Attachments: # 1 Declaration of Paul R. DeFilippo in Support of Motion for an Order Admitting Morgan R. Hirst to Appear Pro Hac Vice, # 2 Declaration of Morgan R. Hirst in Support of Motion for an Order Admitting Morgan R. Hirst to Appear Pro Hac Vice, # 3 (Proposed) Order Admitting Morgan R. Hirst to Appear Pro Hac Vice, # 4 Certificate of Service)(DEFILIPPO, PAUL) (Entered: 09/08/2022)
09/09/2022		Set Deadlines as to 19 MOTION for Leave to Appear Pro Hac Vice for <i>Morgan R. Hirst</i> , 18 MOTION for Leave to Appear Pro Hac Vice for <i>Caitlin K. Cahow</i> , 17 MOTION for Leave to Appear Pro Hac Vice for <i>Brad B. Erens</i> , 16 MOTION for Leave to Appear Pro Hac Vice for <i>C. Michael Evert, Jr.</i> . Motion set for 10/3/2022 before Magistrate Judge Tonianne J. Bongiovanni. Unless otherwise directed by the Court, this motion will be decided on the papers and no appearances are required. Note that this is an automatically generated message from the Clerk's Office and does not supersede any previous or subsequent orders from the Court. (jdg,) (Entered: 09/09/2022)
09/09/2022	20	MOTION to Transfer Case to United States Bankruptcy Court for the Western District of North Carolina by ALDRICH PUMP LLC, MURRAY BOILER LLC. (Attachments: # 1 Brief, # 2 Declaration of Paul R. DeFilippo, # 3 Exhibit A of the DeFilippo Declaration, # 4 Exhibit B of the DeFilippo Declaration, # 5 Exhibit C of the DeFilippo Declaration, # 6 Exhibit D of the DeFilippo Declaration, # 7 Exhibit E of the DeFilippo Declaration, # 8 Exhibit F of the DeFilippo Declaration, # 9 Exhibit G of the DeFilippo Declaration, # 10 Exhibit H of the DeFilippo Declaration, # 11 Exhibit I of the DeFilippo Declaration, # 12 Exhibit J of the DeFilippo Declaration, # 13 Exhibit K of the DeFilippo Declaration, # 14 Exhibit L of the DeFilippo Declaration, # 15 Exhibit M of the DeFilippo Declaration, # 16 Text of Proposed Order)(DEFILIPPO, PAUL) (Entered: 09/09/2022)
09/09/2022	21	Corporate Disclosure Statement by ALDRICH PUMP LLC, MURRAY BOILER LLC. (DEFILIPPO, PAUL) (Entered: 09/09/2022)
09/09/2022	22	CERTIFICATE OF SERVICE by ALDRICH PUMP LLC, MURRAY BOILER LLC re 21 Corporate Disclosure Statement (aty), 20 MOTION to Transfer Case to United States Bankruptcy Court for the Western District of North Carolina (DEFILIPPO, PAUL) (Entered: 09/09/2022)
09/09/2022	23	CONSENT ORDER that Respondents must file and serve the Motion to Transfer no later than 9/9/2022; and it is further ordered that nothing herein shall prejudice any party from seeking further extensions or relief as to the briefing schedule for good cause. Signed by Magistrate Judge Tonianne J. Bongiovanni on 9/9/2022. (jdg) (Entered: 09/09/2022)

09/12/2022		Set Deadlines as to 20 MOTION to Transfer Case to United States Bankruptcy Court for the Western District of North Carolina . Motion set for 10/17/2022 before Judge Michael A. Shipp. Unless otherwise directed by the Court, this motion will be decided on the papers and no appearances are required. Note that this is an automatically generated message from the Clerk`s Office and does not supersede any previous or subsequent orders from the Court. (jdg) (Entered: 09/12/2022)
09/13/2022	24	NOTICE of Appearance by JOSEPH H. LEMKIN on behalf of Non-Party Certain Matching Claimants (LEMKIN, JOSEPH) (Entered: 09/13/2022)
09/20/2022	25	Letter from Lynda A. Bennett. (BENNETT, LYNDA) (Entered: 09/20/2022)
09/21/2022		Reset Deadlines as to 20 MOTION to Transfer Case to United States Bankruptcy Court for the Western District of North Carolina . Motion set for 10/17/2022 before Magistrate Judge Tonianne J. Bongiovanni. Unless otherwise directed by the Court, this motion will be decided on the papers and no appearances are required. Note that this is an automatically generated message from the Clerk`s Office and does not supersede any previous or subsequent orders from the Court. (jem) (Entered: 09/21/2022)
09/21/2022	26	LETTER ORDER granting request that all current pending motions be assigned to Judge Bongiovanni and confirming the briefing schedule according to the 9/9/2022 Consent Order. Signed by Magistrate Judge Tonianne J. Bongiovanni on 9/21/2022. (jdg) (Entered: 09/21/2022)
09/26/2022	27	BRIEF in Opposition filed by ALDRICH PUMP LLC, MURRAY BOILER LLC re 14 MOTION to Proceed Anonymously (Attachments: # 1 Declaration of Paul R. DeFilippo, # 2 Exhibit A, # 3 Certificate of Service)(DEFILIPPO, PAUL) (Entered: 09/26/2022)
09/26/2022	28	BRIEF in Opposition filed by ALDRICH PUMP LLC, MURRAY BOILER LLC re 1 MOTION to Quash/Compel/Enforce Subpoenas (Filing fee \$ 49 receipt number ANJDC-13640011.), 5 MOTION to Quash/Compel/Enforce <i>Subpoena and to Stay</i> , 13 MOTION to Quash/Compel/Enforce (Attachments: # 1 Declaration of Paul R. DeFilippo, # 2 Exhibit A to the Declaration of Paul R. DeFilippo, # 3 Exhibit B to the Declaration of Paul R. DeFilippo, # 4 Exhibit C to the Declaration of Paul R. DeFilippo, # 5 Declaration of Charles H. Mullin, Ph.D, # 6 Exhibit 1 to the Declaration of Charles H. Mullin, Ph.D, # 7 Exhibit 2 to the Declaration of Charles H. Mullin, Ph.D, # 8 Certificate of Service)(DEFILIPPO, PAUL) (Entered: 09/26/2022)
10/03/2022	29	MEMORANDUM in Opposition filed by T H AGRICULTURE & NUTRITION, L.L.C. ASBESTOS PERSONAL INJURY TRUST, AC&S ASBESTOS SETTLEMENT TRUST, COMBUSTION ENGINEERING 524(G) ASBESTOS PI TRUST, G-I HOLDINGS INC. ASBESTOS PERSONAL INJURY SETTLEMENT TRUST, GST SETTLEMENT FACILITY, KAISER ALUMINUM & CHEMICAL CORPORATION ASBESTOS PERSONAL INJURY TRUST, QUIGLEY COMPANY, INC. ASBESTOS PI TRUST, YARWAY ASBESTOS PERSONAL INJURY TRUST re 20 MOTION to Transfer Case to United States Bankruptcy Court for the Western District of North Carolina (BENNETT, LYNDA) (Entered: 10/03/2022)
10/03/2022	30	BRIEF in Opposition filed by Non-Party Certain Matching Claimants re 20 MOTION to Transfer Case to United States Bankruptcy Court for the Western District of North Carolina (LEMKIN, JOSEPH) (Entered: 10/03/2022)

10/03/2022	31	BRIEF in Opposition filed by VERUS CLAIMS SERVICES, LLC re 20 MOTION to Transfer Case to United States Bankruptcy Court for the Western District of North Carolina (WELLBROCK, ZACHARY) (Entered: 10/03/2022)
10/05/2022	32	TEXT ORDER: The Court grants Respondents' request that the page limit for their omnibus reply filed in further support of their motion to transfer be increased to 25 pages. So Ordered by Magistrate Judge Tonianne J. Bongiovanni on 10/05/2022. (jem) (Entered: 10/05/2022)
10/11/2022	33	RESPONSE to Motion filed by ALDRICH PUMP LLC, MURRAY BOILER LLC re 20 MOTION to Transfer Case to United States Bankruptcy Court for the Western District of North Carolina (Attachments: # 1 Declaration of Paul R. DeFilippo, # 2 Exhibit A to DeFilippo Declaration, # 3 Certificate of Service)(DEFILIPPO, PAUL) (Entered: 10/11/2022)
10/11/2022	34	REPLY BRIEF to Opposition to Motion filed by Non-Party Certain Matching Claimants re 14 MOTION to Proceed Anonymously (DUGGAN, TIMOTHY) (Entered: 10/11/2022)
10/11/2022	35	REPLY BRIEF to Opposition to Motion filed by Non-Party Certain Matching Claimants re 13 MOTION to Quash/Compel/Enforce (DUGGAN, TIMOTHY) (Entered: 10/11/2022)
10/11/2022	36	REPLY BRIEF to Opposition to Motion filed by T H AGRICULTURE & NUTRITION, L.L.C. ASBESTOS PERSONAL INJURY TRUST, AC&S ASBESTOS SETTLEMENT TRUST, COMBUSTION ENGINEERING 524(G) ASBESTOS PI TRUST, G-I HOLDINGS INC. ASBESTOS PERSONAL INJURY SETTLEMENT TRUST, GST SETTLEMENT FACILITY, KAISER ALUMINUM & CHEMICAL CORPORATION ASBESTOS PERSONAL INJURY TRUST, QUIGLEY COMPANY, INC. ASBESTOS PI TRUST, YARWAY ASBESTOS PERSONAL INJURY TRUST re 1 MOTION to Quash/Compel/Enforce Subpoenas (Filing fee \$ 49 receipt number ANJDC-13640011.) (BENNETT, LYNDA) (Entered: 10/11/2022)
10/11/2022	37	REPLY BRIEF to Opposition to Motion filed by VERUS CLAIMS SERVICES, LLC re 5 MOTION to Quash/Compel/Enforce <i>Subpoena and to Stay</i> (Attachments: # 1 Declaration Reply Declaration of Mark T. Eveland)(WELLBROCK, ZACHARY) (Entered: 10/11/2022)
11/03/2022	38	Letter from Paul R. DeFilippo. (DEFILIPPO, PAUL) (Entered: 11/03/2022)
11/07/2022	39	Certification on behalf of Non-Party Certain Matching Claimants Re 13 Motion to Quash/Compel/Enforce. (LEMKIN, JOSEPH) (Entered: 11/07/2022)
11/16/2022	40	ORDER granting 12 Motion for Leave to Appear Pro Hac Vice Admission as to Joseph F. Pacelli. Signed by Magistrate Judge Tonianne J. Bongiovanni on 11/15/2022. (kht) (Entered: 11/16/2022)
11/16/2022	41	ORDER granting 16 Motion for Leave to Appear Pro Hac Vice Admission as to C. Michael Evert, Jr. Signed by Magistrate Judge Tonianne J. Bongiovanni on 11/15/2022. (kht) (Entered: 11/16/2022)
11/16/2022	42	ORDER granting 17 Motion for Leave to Appear Pro Hac Vice Admission as to Brad B. Erens. Signed by Magistrate Judge Tonianne J. Bongiovanni on 11/15/2022. (kht) (Entered: 11/16/2022)

11/16/2022	43	ORDER granting 18 Motion for Leave to Appear Pro Hac Vice Admission as to Caitlin K. Cahow. Signed by Magistrate Judge Tonianne J. Bongiovanni on 11/15/2022. (kht) (Entered: 11/16/2022)
11/16/2022	44	ORDER granting 19 Motion for Leave to Appear Pro Hac Vice Admission as to Morgan R. Hirst. Signed by Magistrate Judge Tonianne J. Bongiovanni on 11/15/2022. (kht) (Entered: 11/16/2022)
11/17/2022		Pro Hac Vice fee: \$450.00, receipt number NEW047428 for C. Michael Evert, Caitlin K. Cahow & Morgan R. Hirst. (ps) (Entered: 11/17/2022)
11/30/2022	45	TEXT ORDER: Oral argument on the pending Motion to Transfer this matter to the United States Bankruptcy Court for the Western District of North Carolina 20 is hereby set to take place on Wednesday, 12/21/2022 at 11:00 a.m. via Zoom. The Court shall circulate the Zoom link at a later date. So Ordered by Magistrate Judge Tonianne J. Bongiovanni on 11/30/2022. (jem) (Entered: 11/30/2022)
12/20/2022	46	Letter from Lynda Bennett Requesting Adjournment of Motion Hearing. (BENNETT, LYNDA) (Entered: 12/20/2022)
12/20/2022	47	Letter from Paul R. DeFilippo in Response to Letter from Lynda Bennett Requesting Adjournment of Motion Hearing re 46 Letter. (DEFILIPPO, PAUL) (Entered: 12/20/2022)
01/04/2023	48	CONSENT ORDER granting 20 Motion to Transfer Case to U.S.B.C. Western District of North Carolina. Signed by Magistrate Judge Tonianne J. Bongiovanni on 1/4/2023. (km) (Entered: 01/05/2023)
01/04/2023		***Civil Case Terminated. (km) (Entered: 01/05/2023)

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtors.

Civil Action No.:

Underlying Case No. 20-30608
(JCW)

(U.S. Bankruptcy Court for the
Western District of North Carolina)

**NOTICE OF THIRD PARTY
TRUSTS' MOTION TO QUASH
AND IN SUPPORT OF STAY**

Return Date: September 19, 2022

TO Morgan Hirst, Esq.
JONES DAY
110 N. Wacker Drive, Suite 4800
Chicago, Illinois 60606
mhirst@jonesday.com

C. Michael Evert, Jr., Esq.
EVERT WEATHERSBY HOUFF
3455 Peachtree Road NE, Suite
1550
Atlanta, GA 30326
cmevert@ewhlaw.com

Paul DeFilippo, Esq.
**WOLLMUTH MAHER &
DEUTSCH LLP**
90 Washington Valley Road
Bedminster, New Jersey 07921
pdefilippo@wmd-law.com

PLEASE TAKE NOTICE that at 9:00 a.m. on September 19, 2022, or such other time and date set by the Court, Third-Party Trusts (i) ACandS Asbestos Settlement Trust; (ii) Combustion Engineering 524(g) Asbestos PI Trust; (iii) G-I Holdings Inc. Asbestos Personal Injury Settlement Trust; (iv) GST Settlement Facility; (v) Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury

Trust; (vi) Quigley Company, Inc. Asbestos PI Trust; (vii) T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust; and (viii) Yarway Asbestos Personal Injury Trust (collectively, the “**Trusts**”), by and through their undersigned attorneys, will move before the United States District Court for the District of New Jersey, Clarkson F. Fisher Building and U.S. Courthouse, 402 East State Street, Trenton, New Jersey, 08608, for entry of an Order granting the Trusts’ Motion to Quash Subpoenas and in Support of Stay (the “**Motion**”), pursuant to Federal Rules of Civil Procedure 26(b), 45(d)(3), and 26(c).

PLEASE TAKE FURTHER NOTICE that the Trusts will rely upon the Memorandum of Law and Certification of Lynda A. Bennett in support of the Motion.

PLEASE TAKE FURTHER NOTICE that a proposed form of Order is submitted herewith.

Respectfully submitted,
LOWENSTEIN SANDLER LLP

Dated: August 19, 2022

s/ Lynda A. Bennett

Lynda A. Bennett
One Lowenstein Drive
Roseland, New Jersey 07068
973.597.2500
lbennett@lowenstein.com

Attorneys for Third-Party Asbestos Trusts

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

IN RE:
ALDRICH PUMP LLC, et al.,

Debtors.

Civil Action No.:
Underlying Case No. 20-30608
(JCW)
(U.S. Bankruptcy Court for the
Western District of North Carolina)

**ORAL ARGUMENT
REQUESTED**

**MEMORANDUM OF LAW IN SUPPORT OF THIRD-PARTY ASBESTOS
TRUSTS' MOTION TO QUASH SUBPOENAS AND IN SUPPORT OF
STAY**

LOWENSTEIN SANDLER LLP

Lynda A. Bennett
Michael A. Kaplan
Rachel M. Dikovics
One Lowenstein Drive
Roseland, New Jersey 07068
973.597.2500

lbennett@lowenstein.com

mkaplan@lowenstein.com

rdikovics@lowenstein.com

Attorneys for Third-Party Asbestos Trusts

TABLE OF CONTENTS

	Page
TABLE OF AUTHORITIES	ii
PRELIMINARY STATEMENT	1
FACTUAL BACKGROUND AND PROCEDURAL HISTORY	5
A. The Trusts and Their Claims Processes.....	5
B. The TDPs Require the Trusts to Maintain the Confidentiality of Claimant Data.....	8
C. The <i>In re Bestwall</i> Litigation and Pending Third Circuit Appeal.....	9
D. The Subpoenas and the North Carolina Order.....	11
ARGUMENT	15
I. JURISDICTION.....	15
II. THE TRUST SUBPOENAS MUST BE QUASHED.....	15
A. The Trust Subpoenas are Procedurally and Jurisdictionally Improper.....	17
B. The Trust Subpoenas Violate Rules 26(b)(1) and 45(d)(3).	19
1. The Trust Subpoenas Lack Proportionality and are Overbroad and Unduly Burdensome.	20
i. The Trust Subpoenas Seek Irrelevant Information.....	21
ii. The Trust Subpoenas Fail to Include a 10 Percent Sampling Requirement or Meaningful Anonymization.	22
2. The Trust Subpoenas Require Disclosure of Protected Matter.....	25
III. DISPOSITION OF THIS MOTION SHOULD BE STAYED PENDING THE OUTCOME OF <i>IN RE BESTWALL</i>	28
CONCLUSION.....	30

TABLE OF AUTHORITIES

	Page(s)
Cases	
<i>Actelion Pharms., Ltd. v. Apotex Inc.</i> , No. 12-5743, 2013 WL 5524078 (D.N.J. Sept. 6, 2013).....	29
<i>Arrowhead Cap. Fin., Ltd. v. Seven Arts Ent., Inc.</i> , No. 14 Civ. 6512, 2021 WL 411379 (S.D.N.Y. Feb. 5, 2021).....	15, 19
<i>In re Bestwall LLC</i> , No. 21-141, 2021 WL 2209884 (D. Del. June 1, 2021).....	9, 10, 22, 23
<i>In re Bestwall LLC</i> , No. 21-2263 (3d Cir. 2021)	<i>passim</i>
<i>Burress v. Freedom Mortg. Corp.</i> , No. 20-15242, 2022 WL 586606 (D.N.J. Jan. 31, 2022)	28
<i>Chazanow v. Sussex Bank</i> , No. 11-1094, 2014 WL 2965697 (D.N.J. July 1, 2014).....	17, 22
<i>In re DBMP LLC</i> , No. 22-139-CFC (D. Del. 2022).....	28
<i>Fed. Hous. Fin. Agency v. JPMorgan Chase & Co.</i> , 2012 WL 6000885 (S.D.N.Y. Dec. 3, 2012).....	24
<i>Ford Motor Co. v. Edgewood Props., Inc.</i> , No. 06-1278, 2011 WL 601312 (D.N.J. Feb. 15, 2011).....	20, 22
<i>Friedman v. Dollar Thrifty Auto. Grp., Inc.</i> , No. 14-6171, 2014 WL 12767360 (D.N.J. Dec. 18, 2014)	17
<i>In re Garlock Sealing Techs.</i> , 504 B.R. 71 (Bankr. W.D.N.C. 2014)	24
<i>Gilmore v. Jones</i> , No. 21-13184, 2022 WL 267422 (D.N.J. Jan. 28, 2022)	15, 16, 25

<i>Havemann v. Colvin</i> , 537 F. App'x 142 (4th Cir. 2013)	27
<i>Int'l Shoe Co. v. Washington</i> , 326 U.S. 310 (1945).....	18
<i>Korotki v. Cooper Levenson, April, Niedelman & Wagenheim, P.A.</i> , No. 20-11050, 2022 WL 2191519 (D.N.J. June 17, 2022)	16, 20, 21, 25
<i>Laxalt v. McClatchy</i> , 116 F.R.D. 455 (D. Nev. 1986)	17
<i>In re Lazaridis</i> , 865 F. Supp. 2d 521 (D.N.J. 2011).....	16, 20, 21, 23
<i>In re Motions Seeking Access to 2019 Statements</i> , 585 B.R. 733 (D. Del. 2018).....	10
<i>Myers v. Atl. Health Sys.</i> , No. 13-4712, 2016 WL 819619 (D.N.J. Mar. 2, 2016)	26
<i>Nat'l Union Fire Ins. Co. of Pittsburgh v. Porter Hayden Co.</i> , No. CCB-03-3408, 2012 WL 628493 (D. Md. Feb. 24, 2012)	23
<i>SAJ Distrib., Inc. v. Sandoz</i> , No. 08-1866, 2008 WL 2668953 (D.N.J. June 27, 2008)	16
<i>Tyson Foods, Inc. v. Bouaphakeo</i> , 577 U.S. 442 (2016).....	23
<i>U.S. Dep't of Def. v. Fed. Lab. Rels. Auth.</i> , 510 U.S. 487 (1994).....	27
<i>U.S. Dep't of Just. v. Repts. Comm. For Freedom of Press</i> , 489 U.S. 749 (1989).....	27
<i>United States v. Jones</i> , 565 U.S. 400 (2012).....	27
<i>World-Wide Volkswagen Corp. v. Woodson</i> , 444 U.S. 286 (1980).....	18

Statutes

28 U.S.C. § 1782(a)7, 15, 18
Bankruptcy Code Chapter 11 § 524(g)2, 5
N.C. Gen. Stat. § 1-75.4.....18

Other Authorities

Federal Rule of Civil Procedure 4(e)(1)17
Federal Rule of Civil Procedure 26*passim*
Federal Rule of Civil Procedure 45*passim*
Manual for Complex Litigation (Fourth) 2020.....23

The eight third-party asbestos settlement trusts identified below¹ (collectively, the “**Trusts**”), by and through their undersigned counsel, respectfully submit this motion (i) pursuant to Federal Rule of Civil Procedure 45(d)(3), to quash the subpoenas served on them by Aldrich Pump LLC and Murray Boiler LLC (together, the “**Debtors**”) (the “**Trust Subpoenas**”); but request that the Court (ii) pursuant to Federal Rule of Civil Procedure 26(c), stay disposition of this motion to quash pending the outcome of an appeal in the United States Court of Appeals for the Third Circuit in *In re Bestwall LLC*, No. 21-2263, where the Circuit Court is currently considering whether substantially similar subpoenas are even enforceable and, if so, what scope of information is fairly subject to production.

PRELIMINARY STATEMENT

This matter arises out of the Debtors’ attempt to circumvent this Court’s jurisdiction by obtaining a procedurally improper, jurisdictionally invalid, overbroad, and unduly burdensome *ex parte* third-party subpoena from a bankruptcy court in North Carolina without jurisdiction over the Trusts, in an effort to obtain highly sensitive and confidential medical and claim information about thousands of

¹ The eight trusts are: (i) ACandS Asbestos Settlement Trust; (ii) Combustion Engineering 524(g) Asbestos PI Trust; (iii) G-I Holdings Inc. Asbestos Personal Injury Settlement Trust; (iv) GST Settlement Facility; (v) Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust; (vi) Quigley Company, Inc. Asbestos PI Trust; (vii) T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust; and (viii) Yarway Asbestos Personal Injury Trust.

asbestos victims. The Trusts were established by debtors-in-possession (the “**Underlying Companies**”) to settle present and future claims by asbestos victims against those debtors. Asbestos claimants provide the Trusts with extraordinarily sensitive comprehensive personal health information as well as other confidential data. The Trusts utilize a claims processor, Verus Claims Services LLC (“**Verus**”), to process and analyze submitted claims and to securely store associated confidential data. Each of the Trusts is bound by bankruptcy court-approved Trust Distribution Procedures (“**TDPs**”)² that require them to take steps to preserve the confidentiality of claimant data when its disclosure is sought.

The Debtors are presently engaged in Chapter 11 bankruptcy proceedings in the United States Bankruptcy Court for the Western District of North Carolina. By way of a July 1, 2022 order (the “**Order**”), that court, without jurisdiction over the Trusts, authorized the Debtors to serve subpoenas on Verus and the Trusts seeking the production of a massive amount of electronically stored claimant information for thousands of individuals who made claims against the Debtors over a span of fifteen years. The Trusts were not participants in the motion practice in North Carolina and have not otherwise appeared in that proceeding. The Order purports to require the Trusts, over which that court has no jurisdiction, to compile new information and

² Instead of a TDP, GST Settlement Facility uses a document titled “Claims Resolution Procedures.” For ease of reference, however, the Trusts will refer to all such documents as “TDPs.”

analyze information provided by the Debtors, exceeding the scope of Federal Rule of Civil Procedure 45, and includes procedural requirements that the Trusts supposedly must follow. The Order further purports to compel the Trusts to provide affected claimants with notice, dictates the substance of those notices, and even compels the Trusts to meet-and-confer with the Debtors, none of which falls within the ambit of Rule 45. The Trusts now move to quash the Trust Subpoenas because they are jurisdictionally invalid and violate Rules 26 and 45.

As a threshold matter, the Western District of North Carolina lacked jurisdiction over the Trusts; thus, the Trust Subpoenas were procedurally improper and the Trusts should not be required to respond to invalid subpoenas.

Even if Trust Subpoenas are not jurisdictionally defective, they are nevertheless substantively deficient because they are not “proportional to the needs of the case” as required by Rule 26, and are “overbroad,” “unduly burdensome,” and seek privileged and other protected, confidential information in violation of Rule 45. **First**, the Trusts only process claims filed by asbestos victims who allege injury from the Underlying Companies’ products, **not** the Debtors’ products. The Debtors’ assertion that they require the subpoenaed information to better determine their current and future liability to asbestos victims who used their products is therefore attenuated at best. Accordingly, the Trust Subpoenas are not proportional to the Debtors’ actual discovery needs and are substantially overbroad. **Second**, the Trust

Subpoenas are unduly burdensome because they fail to limit the production of claimant data to a 10 percent sample despite the fact that Bates White, the Debtors’ expert, agreed to use a 10 percent sample in response to nearly identical subpoenas earlier this year, as detailed *infra* pp. 10, 23–24. Responding to requests like the Trust Subpoenas is not a “push the button” exercise for the Trusts or for Verus; compiling the requested data and creating the mandated documents has a material, negative impact on the Trusts’ ability to fulfill their mission of compensating injured parties as promptly and efficiently as possible, which will undoubtedly result in delayed settlements with claimants, some whom may die waiting for their claims to be paid. **Third**, the Trust Subpoenas seek protected, highly confidential claimant personal health information without meaningful safeguards. The Trust Subpoenas incorporate a purported “anonymization” procedure that allows for any claimant data the Trusts produce to ultimately be de-anonymized by the Debtors. Anything other than true and effective anonymization is unacceptable to the Trusts.

However, before ruling on the issues above—any one of which independently requires the Trust Subpoenas to be quashed—the Court should stay the matter pending the resolution of the appeal in *In re Bestwall LLC* because a ruling by the Circuit Court in that appeal will be highly instructive as to the outcome of this matter. Last year, the Delaware District Court quashed nearly identical subpoenas to another group of asbestos trusts from similarly situated debtors (also issued by way of a

North Carolina bankruptcy court order), holding that any future subpoenas could only require production of a 10 percent sample set of claimant information and had to include certain effective anonymization features to safeguard the privacy of claimant data. The debtors in that case appealed, the appeal has been fully briefed and argued, and the Third Circuit's ruling is imminent. A Third Circuit *Bestwall* decision will be important in deciding the outcome of this matter, and accordingly, to conserve both judicial and party resources, the Trusts seek a stay of the instant matter pending the outcome of the *Bestwall* appeal.

For the reasons that follow, the Trusts respectfully request that their motion to quash and for a stay be granted.

FACTUAL BACKGROUND AND PROCEDURAL HISTORY

A. The Trusts and Their Claims Processes.

Each of the Trusts was established pursuant to Section 524(g) of Chapter 11 of the Bankruptcy Code as part of each Underlying Company's (e.g., G-I Holdings, Inc., Quigley Company, Inc., etc.) confirmed plan of reorganization, all of which required the creation and funding of a trust to compensate current and future asbestos claimants against each respective Underlying Company. The sole purpose of the Trusts is to pay victims. Consistent with those reorganization plans, Bankruptcy

Code § 524(g), and the individual TDPs³ that govern each Trusts' payment of claims, the Trusts are each responsible for ensuring that claimants are treated fairly, equitably, and reasonably in processing and paying valid asbestos personal injury claims based on exposure to the respective Underlying Company's asbestos containing products. Each Trust is governed by its own TDP, maintains its own assets, and has its own exposure and proof requirements and a unique evaluation methodology. The Trusts do not act in concert as to claims settlements and do not engage in global or multi-Trust settlements with individual claimants. With the exception of Quigley Company, Inc. Asbestos PI Trust, which is a New York common law trust, all of the Trusts are Delaware entities. (*See* Bennett Cert., Ex. A.) While some claimants may reside in North Carolina, the Trusts do not operate in North Carolina or have any contacts in the state sufficient for personal jurisdiction to exist over the Trusts in North Carolina.

Each Trust employs Verus, a New Jersey corporation, as a third-party claims administrator to process and administer the personal injury claims filed with each Trust. (*See* August 19, 2022 Declaration of Mark T. Eveland in Support of Verus's Motion to Quash⁴ ("**Eveland Decl.**") ¶¶ 2–3.) Verus maintains all records and

³ *See* August 19, 2022 Certification of Lynda A. Bennett, Esq. ("**Bennett Cert.**"), Ex. B–I.

⁴ Verus intends to file its own motion to quash in this action, including Mr. Eveland's declaration, which is incorporated herein by reference.

documents requested in the Trust Subpoenas.⁵ (*See id.* ¶ 4.) It accepts claim submissions, reviews them, provides the settlement value, and makes payments to claimants at the direction of the Trusts using Trust funds. (*See generally id.*) As part of the claims process, claimants who assert exposure to the asbestos containing products of the pertinent Underlying Company for which the Trust is responsible submit medical and other personal records to the Trusts for review and analysis. Those records include medical and financial information of claimants and their dependents or other third-parties, including, among other things, Social Security Numbers (“SSNs”), and even tax returns. (*Id.* ¶ 11.) Verus reviews claimant submissions according to each Trust’s TDP. Verus’s work product and notes are also typically part of the claim files, including, for example, its proprietary methodology for reviewing and analyzing claimants’ medical information and its claim processors’ analyses. (*Id.* ¶¶ 6, 9, 14.) Accordingly, all documents relating to claims processing and settlement are privileged and confidential.

⁵ As detailed *infra* p. 15, this Court has jurisdiction over this Motion because Verus resides – as do the records sought in the Subpoenas – in this district, and accordingly, the Trusts’ compliance with subpoenas is required here. *See* 28 U.S.C. § 1782(a) (“The district court of the district in which a person resides or is found may order him to give his testimony or statement or to produce a document or other thing for use in a proceeding in a foreign or international tribunal”). (*See* Eveland Decl. ¶¶ 2, 4.)

B. The TDPs Require the Trusts to Maintain the Confidentiality of Claimant Data.

As detailed above, the information claimants submit to the Trusts is highly confidential and personal in nature, and the Trusts are required to maintain the confidentiality of that data. The Trusts must treat all submissions “as made in the course of settlement discussions between the holder and the Trust and intended by the parties to be confidential and to be protected by all applicable state and federal privileges, including, but not limited to, those directly applicable to settlement discussions.” (*See, e.g., Bennett Cert., Ex. B § 6.5.*) Specifically, each TDP states, in substantively similar language, that the Trust will

preserve the confidentiality of such claimant submissions, and shall disclose the contents thereof only (i) with the permission of the holder, to another trust established for the benefit of asbestos personal injury claimants pursuant to section 524(g) of the Bankruptcy Code or other applicable law, (ii) to such other persons as authorized by the holder or (iii) in response to a valid subpoena of such materials issued by a Delaware State Court or the United States District Court for the District of Delaware.

(*See, e.g., id., Ex. I § 6.5.*)

The Trusts are further required to notify claimants’ counsel upon receipt of a subpoena seeking claimants’ submissions to the Trusts. (*See, e.g., id., Ex. B § 6.5.*)

Due to the highly confidential nature of claimants’ submissions, the Trusts have invested substantial time and resources into the protection of those submissions.

(Eveland Decl. ¶ 8.)

C. The *In re Bestwall* Litigation and Pending Third Circuit Appeal.

Last April, nine asbestos trusts moved the District of Delaware to quash subpoenas seeking confidential information of more than 15,000 trust claimants. *In re Bestwall LLC*, No. 21-141, 2021 WL 2209884 (D. Del. June 1, 2021). The debtor, Bestwall LLC (“**Bestwall**”), sought to use the subpoenaed information to estimate its liability for certain current and future mesothelioma claims. *Id.* at *2. The trusts moved to quash the subpoenas based on “the highly sensitive, personal, and confidential nature of the information sought by [the debtor], as well as the unnecessary scale of disclosure sought,” or alternatively, to modify them to limit the production to a 10 percent random sample of claimants and require the claims processor to anonymize data before producing it “to Bates White or Bestwall.” *Id.* at *3–4.

On June 1, 2021, the District Court granted the trusts’ motion to quash on the basis that the subpoenas sought “sweeping personal data” and lacked necessary safeguards to protect claimant data. *Id.* at *6–7. In a June 17, 2021 order clarifying its initial decision, the District Court confirmed that:

[a]ny revised subpoena by Bestwall, LLC must: (i) limit the production of Trust Claimants’ data to a random sample of no more than 10% of the 15,000 mesothelioma victims at issue; (ii) authorize the Delaware Claims Processing Facility, or a neutral third party, to anonymize the Trust Claimants’ data before producing it, and (iii)

include additional protections consistent with the Access Decision.^[6]

(Order Granting Mot. for Clarification, *In re Bestwall, LLC*, No. 21-141 (D. Del. June 17, 2021), Dkt. No. 33 at 2 (“**Bestwall June 17, 2021 Order**”).)

Bestwall appealed the District of Delaware’s decision, and that matter is currently pending before the Third Circuit, having now been fully briefed and argued (*In re Bestwall LLC*, No. 21-2263). Accordingly, the Third Circuit’s imminent ruling will confirm, among other things, whether a district court with jurisdiction over the Trusts has the authority to quash a subpoena issued pursuant to an order of a bankruptcy court that had no jurisdiction over the subpoenaed Trusts. Notably, while that appeal has been pending, Bates White – Bestwall’s expert *and* the Debtors’ expert in this matter – issued new subpoenas in the *Bestwall* matter with a 10 percent sampling requirement and anonymization measures, thereby confirming that Bates White does not need the broad-sweeping and highly personal information that is requested in the Trust Subpoenas here and that it can perform its services with limited information that is produced on a truly anonymous basis. (*See* Mot. to Amend Prior Orders to Approve Revised Subpoena for Asbestos Trust Data, *In re Bestwall LLC*, No. 21-141 (D. Del. June 29, 2021), Dkt. No. 36-1.)

⁶ *In re Motions Seeking Access to 2019 Statements*, 585 B.R. 733 (D. Del. 2018).

D. The Subpoenas and the North Carolina Order.

On April 7, 2022, the Debtors moved the U.S. Bankruptcy Court for the Western District of North Carolina for an order authorizing their issuance of subpoenas seeking discovery of thousands of confidential claim submissions made to the Trusts, among other parties. (*See* Bennett Cert., Ex. J.) Like Bestwall, the Debtors here sought to issue the Trust Subpoenas to estimate their own liability for certain current and future mesothelioma claims against the Debtors. (*Id.* at 3–4.) The Debtors seek Trust claimant information to support their attenuated theory that their estimated liability for their own current and future asbestos personal injury claims is lower than the dollar amount that would be calculated based on what the Debtors actually paid to settle their own liability for similar claims against the Debtors in the tort system. (*Id.* at 3-4, ¶ 13.) The Debtors’ motion did not set forth the legal basis for the requested authority to issue subpoenas seeking electronically stored data related to approximately 12,000 claimants with whom they settled claims prior to their bankruptcy. The motion was directed to and sought data from Verus, among other claims processors. (*Id.* ¶¶ 15–17.) The Debtors also sought authority to issue subpoenas directly to the Trusts “in the event . . . Verus asserts that such subpoenas are necessary to secure production.” (*Id.* ¶ 16 n.9.)

As non-parties, the Trusts did not appear in the North Carolina matter. Nevertheless, on July 1, 2022, the North Carolina Bankruptcy Court issued the Order

granting the Debtors’ motion and authorizing the Debtors’ issuance of the subpoenas. (*See* Bennett Cert., Ex. K ¶ 4; *id.* at ¶ 3 n.3.) The Order did not consider or address the requirements of the *Bestwall* decision by failing to set a sample size or incorporate meaningful anonymization requirements. Instead, it directed the Debtors’ estimation expert, Bates White – which served in the same role in *Bestwall* – to create a “matching key” that Debtors would serve along with the subpoenas. (*Id.* ¶¶ 6, 9.) The matching key is a searchable list of claimants (identified by last name, SSN, and a claimant identification number) who asserted mesothelioma claims against the Debtors or their predecessors between January 1, 2005 and June 18, 2020. (*Id.* ¶ 6.)

On July 5, 2022, the Debtors attempted to serve the Trusts with subpoenas “care of” Verus pursuant to the Order, but failed to provide the matching key. Further, despite the fact that the Order purports to authorize the Debtors to serve the Trusts via Verus, (*id.* ¶ 10), Verus is not an authorized agent of all of the Trusts. (Eveland Decl. ¶ 3.) Accordingly, on July 15, 2022, the Debtors served the Trusts individually with the Trust Subpoenas.⁷ (Bennett Cert., Ex. L.)

The Order further requires that within 21 days of service, Verus will produce the following information for each “matching claimant” on the Debtors’ list:

⁷ The Trusts’ counsel agreed to accept service effective July 15, 2022 in order to avoid unnecessarily burdening the Court with respect to proper service.

- a. Claimant Pseudonym;
- b. Claimant's law firm (with email and address of contact person);
- c. Date claim filed against Trust;
- d. Date claim approved by Trust, if approved;
- e. Date claim paid by Trust, if paid;
- f. If not approved or paid, status of claim; and
- g. All exposure-related fields, including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

(*Id.*, Ex. K ¶ 10.)

In effect, the Trust Subpoenas require the Trusts, through Verus, as their claims administrator,⁸ to *create* lists of matching claimant data, notify affected claimants⁹, and meet and confer with the Debtors. (*See, e.g., id.* ¶¶ 7–9.) This will unduly burden the Trusts, as their claims administrator will be diverted from processing claims of the victims, which is the purpose of the Trusts.

The Trusts are particularly troubled by the purported requirement that they provide the Debtors with all “exposure-related fields” in the files of matching claimants, because it implicates claimants’ confidential narrative responses. These

⁸ (Eveland Decl. ¶¶ 3, 5.)

⁹ Because the TDPs require the Trusts to notify affected claimants whenever data disclosure is sought, regardless of the validity of the request, the Trusts notified all affected claimants regarding the Trust Subpoenas.

responses contain especially sensitive information including names, SSNs, and addresses. (Eveland Decl. ¶¶ 11–12.) The Order endeavors to address this substantial privacy and security issue in a footnote, stating: “To the extent any names or SSNs appear in any exposure-related field, . . . Verus may redact such names and SSNs prior to production. . . .” (Bennett Cert., Ex. K ¶ 10 n.8.) However, this “fix” is unworkable because it substantially increases the burden of responding to the Trust Subpoenas as the Trusts and/or Verus would be required to spend an enormous amount of time and resources, at the Trusts’ expense, manually reviewing each and every text field in the matching claimant files. (*See* Eveland Decl. ¶ 25.) In essence, the Order purports to require the non-party Trusts, over which that Court has no jurisdiction, to draw crucial resources away from their bankruptcy court-imposed duty to promptly evaluate claims and compensate victims, just so that the Debtors may receive what they speculate would be better, or “more complete” information about claimants who are seeking payments from the Debtors. Moreover, the Order purports to require the Trusts to aggregate into a single database information regarding thousands of claims that is normally maintained separately for each of the Trusts, which presents significant data security concerns. (Bennett Decl., Ex. K ¶¶ 7–11.)

ARGUMENT

I. JURISDICTION.

This Court has jurisdiction over this Motion and Verus’s response to the Trust Subpoenas because Verus is a New Jersey entity and the records requested are maintained in New Jersey. *See* 28 U.S.C. § 1782(a); Fed. R. Civ. P. 45(d)(3)(A); *see also Gilmore v. Jones*, No. 21-13184, 2022 WL 267422, at *2 (D.N.J. Jan. 28, 2022) (“As a threshold matter, notwithstanding that the Western District of Virginia has issued the subpoena, the Court has jurisdiction over [the] Motion [to quash]. That is so because Verizon would comply with the subpoena in New Jersey.”); *Arrowhead Cap. Fin., Ltd. v. Seven Arts Ent., Inc.*, No. 14 Civ. 6512, 2021 WL 411379, at *2 (S.D.N.Y. Feb. 5, 2021) (“The proper court in which to file a motion to quash or modify the subpoena is the court for the district where compliance is required . . . because a district court must have personal jurisdiction over a nonparty to compel compliance with a subpoena.” (internal quotation marks and citation omitted)).

II. THE TRUST SUBPOENAS MUST BE QUASHED.¹⁰

Federal Rules of Civil Procedure 26 and 45 govern, respectively, the scope of discovery and the issuance, service, and content of subpoenas. “Pursuant to Rule

¹⁰ While the Trusts refer broadly to the “Trust Subpoenas” in Point II, it is noteworthy (as detailed in II.A) that the subpoenas themselves lack any substantive content and refer only to the appended Order, which provides all of

26(b)(1), the scope of discovery is broad,” but a court may limit this scope pursuant to Rule 45. *SAJ Distrib., Inc. v. Sandoz*, No. 08-1866, 2008 WL 2668953, at *2 (D.N.J. June 27, 2008). Rule 45 provides, in relevant part, that the court in which compliance with the subpoena is required *must* quash or modify a subpoena if it “requires disclosure of privileged or other protected matter” or “subjects a person to undue burden.” Fed. R. Civ. P. 45(d)(3)(A)(iii)–(iv); *see, e.g., In re Lazaridis*, 865 F. Supp. 2d 521, 527–28 (D.N.J. 2011) (finding the “breadth of the request is great and intrusive” because, among other reasons, “[t]here is no time limitation to the request”); *Korotki v. Cooper Levenson, April, Niedelman & Wagenheim, P.A.*, No. 20-11050, 2022 WL 2191519, at *5 (D.N.J. June 17, 2022) (“[T]he Court can readily conclude that the Subpoenas are overbroad as drafted. The demands are vast, in many instances are temporally unrestrained, and would wield an undue burden on the Petitioner. . . .”); *Gilmore*, 2022 WL 267422, at *2–3 (quashing a subpoena that sought “irrelevant” and “privileged information”).

“On a motion to quash, it is the moving party’s burden to demonstrate that the subpoena is burdensome and unreasonable” or otherwise beyond the scope of Rule 45. *Lazaridis*, 865 F. Supp. 2d at 524. Generally, however, non-parties are “afforded greater protection from discovery than a normal party” to avoid unnecessary

the information requests and other requirements by which the Trusts must purportedly abide.

harassment, expense, and the disclosure of confidential information. *Chazanow v. Sussex Bank*, No. 11-1094, 2014 WL 2965697, at *3 (D.N.J. July 1, 2014) (“The standards for nonparty discovery require a stronger showing of relevance than for simple party discovery.”); *see also Laxalt v. McClatchy*, 116 F.R.D. 455, 457 (D. Nev. 1986) (stating that third-party discovery is “limited to protect third parties from harassment, inconvenience, or disclosure of confidential documents” (internal quotation marks and citation omitted)). The fact that “another district court has recently quashed virtually identical subpoenas” in the *Bestwall* matter is also relevant. *See Friedman v. Dollar Thrifty Auto. Grp., Inc.*, No. 14-6171, 2014 WL 12767360, at *3 (D.N.J. Dec. 18, 2014) (finding it persuasive that the Eastern District of Missouri had recently quashed subpoenas by the same plaintiffs against other non-parties and had “rejected the same arguments that plaintiffs make here, holding that ‘the information requested is incredibly extensive’” (citation omitted)).

As detailed below, the Trust Subpoenas must be quashed for both procedural and substantive reasons.

A. The Trust Subpoenas are Procedurally and Jurisdictionally Improper.

The North Carolina bankruptcy court did not establish jurisdiction over the Trusts such that it could bind them by way of the Order. “The Due Process Clause of the Fourteenth Amendment limits the power of a state court to render a valid personal judgment against a nonresident defendant.” *World-Wide Volkswagen*

Corp. v. Woodson, 444 U.S. 286, 291 (1980).¹¹ “[A] state court may exercise personal jurisdiction over a nonresident defendant only so long as there exist ‘minimum contacts’ between the defendant and the forum [s]tate.” *Id.* (citing *Int’l Shoe Co. v. Washington*, 326 U.S. 310, 316 (1945)). Requiring that a party has minimum contacts with a forum state in order to be subject to its jurisdiction has two purposes: it both “protects the [party] against the burdens of litigating in a distant or inconvenient forum” and “acts to ensure that the States through their courts, do not reach out beyond the limits imposed on them by their status as coequal sovereigns in a federal system.” *Id.* at 292. Further, Rule 45 explicitly states that only “the court for the district where compliance is required,” that is, the district where the target of the subpoena resides, has jurisdiction to compel compliance with a subpoena. *See* 28 U.S.C. § 1782(a).

Importantly, the Trust Subpoenas themselves do not contain the information requests at issue; rather, the subpoenas refer to the requests contained in the **Order** issued by the North Carolina bankruptcy court that is appended to the subpoenas. (*See* Bennett Cert., Ex. K, L.) This is problematic because the Trusts have not appeared before the Western District of North Carolina Bankruptcy Court for any

¹¹ Federal Rule of Civil Procedure 4(e)(1) requires federal courts to establish jurisdiction over foreign defendants based on the rules of the state where the federal court is located. North Carolina’s long-arm statute mirrors federal standards requiring minimum contacts in the state. *See* N.C. Gen. Stat. § 1-75.4.

reason and the Debtors have not otherwise established that a North Carolina court has personal jurisdiction over the Trusts such that it could order their compliance with the Trust Subpoenas. Indeed, the Trusts are *not* subject to the jurisdiction of North Carolina courts, including its bankruptcy courts; while some claimants may reside in North Carolina, the Trusts have *no* other contact with North Carolina, and thus are not subject to personal jurisdiction there. Accordingly, the North Carolina court lacked the jurisdiction required to issue the Order directing the Trusts to respond to the subpoenas. *See Arrowhead Cap. Fin.*, 2021 WL 411379, at *2 (“[A] district court must have personal jurisdiction over a nonparty to compel compliance with a subpoena.” (internal quotation marks and citation omitted)). The Trust Subpoenas are therefore procedurally defective, jurisdictionally improper, and unenforceable. The Court’s analysis need not proceed any further, but the Trusts offer the following in further independent support of the relief sought in this Motion.

B. The Trust Subpoenas Violate Rules 26(b)(1) and 45(d)(3).

Even if this Court determines that the Trust Subpoenas are not procedurally invalid, they are substantively contrary to Rules 26(b)(1) and 45(d)(3) in multiple respects and therefore must be quashed. Specifically, they (i) lack proportionality, are overbroad, as they request information that has no bearing on the Debtors’ potential liability, and are unduly burdensome on non-parties due to the volume of data requested, failure to include sampling requirements, and lack of meaningful

temporal limitations; and (ii) seek disclosure of other protected matter without meaningful safeguards.

1. The Trust Subpoenas Lack Proportionality and are Overbroad and Unduly Burdensome.

The Trust Subpoenas must be quashed because they lack proportionality, are overbroad, and unduly burdensome. Fed. R. Civ. P. 26(b)(1); 45(d)(3)(A)(iii)–(iv). The scope of discovery in any matter, including the content of subpoenas, must be “proportional to the needs of the case, considering,” among other factors, “the parties’ resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. Fed. R. Civ. P. 26(b)(1). “An undue burden exists when [a] subpoena is ‘unreasonable or oppressive.’” *Lazaridis*, 865 F. Supp. 2d at 524 (citation omitted). *See also Korotki*, 2022 WL 2191519, at *2. While “[t]here is no strict definition of unreasonable or oppressive,” “courts have used several factors in determining a subpoena’s reasonableness,” including in relevant part “the party’s need for the production”; “the breadth of the request for production”; “the time period covered by the request”; and “the burden imposed on the subpoenaed party.” *Lazaridis*, 865 F. Supp. 2d at 524 (internal quotation marks and citation omitted). *See, e.g., Ford Motor Co. v. Edgewood Props., Inc.*, No. 06-1278, 2011 WL 601312 at *3 (D.N.J. Feb. 15, 2011) (finding that “the sweeping scope of the [] Subpoena is overly broad because it requires production of documents and correspondence relating to financial

agreements that do not pertain to the” properties at issue and agreeing “that [plaintiff] is entitled to discovery from third parties as it relates to [defendant’s] damages . . . , [but plaintiff] has not met its burden of why documents and correspondence that are unrelated to the [properties] are relevant”); *Korotki*, 2022 WL 2191519, at *5.

Taken together, and as shown below, these factors weigh heavily in favor of quashing the Trust Subpoenas. *See Lazaridis*, 865 F. Supp. 2d at 527 (granting motion to quash where the requestor’s “need for the documents remain[ed] unclear at best” and “the breadth of the request [was] great and intrusive,” in part because there was “no time limitation to the request”); *Korotki*, 2022 WL 2191519, at *6, 8 (granting motion to quash where subpoenas were “overbroad as drafted”).

i. The Trust Subpoenas Seek Irrelevant Information.

First, the Trust Subpoenas lack proportionality and are overbroad because the information the Debtors seek is irrelevant to calculating their current and future liability. *See* Fed. R. Civ. P. 26(b)(1); 45(d)(3)(A)(iii). The Debtors seek to obtain the highly confidential claim information of approximately 12,000 mesothelioma victims who filed claims with the Trusts based on alleged exposure to the asbestos containing products of the pertinent Underlying Companies, *not* based on exposure to any products of the Debtors. The breadth of the Trust Subpoenas is simply unjustified given that the Debtors have not established “the importance of the discovery in resolving the issues,” Fed. R. Civ. P. 26(b)(1), or “why documents . . .

that are unrelated” to claims against the Debtors “are relevant.” *See Ford*, 2011 WL 601312 at *3. Particularly when coupled with the fact that non-party discovery requires a “stronger showing of relevance than for simply party discovery,” the lack of connection between the Debtors’ vast requests and the information they purport to require evinces the Trust Subpoenas’ lack of proportionality and overbreadth. *See Chazanow*, 2014 WL 2965697, at *3. Accordingly, the Trust Subpoenas must be quashed.

ii. The Trust Subpoenas Fail to Include a 10 Percent Sampling Requirement or Meaningful Anonymization.

Second, the Trust Subpoenas are unduly burdensome and lack proportionality because they fail to incorporate a 10 percent sampling mechanism. Fed. R. Civ. P. 26(b)(1); 45(d)(3)(A)(iv). The Trusts are not meant “to serve as information clearinghouses or ‘public libraries’ for entities that wish to obtain confidential claimant information for their own commercial purposes.” *In re Bestwall*, 2021 WL 2209884, at *3. Indeed, the *Bestwall* court stated that “each Trust should take reasonable and necessary steps to protect the confidentiality of the information submitted to it by the Trust Claimants when that information is sought by third parties for purposes other than determining whether the claims submitted to the Trust in question are valid and payable.” *Id.*

Here, the Debtors’ “need for the production,” at least in the form currently requested, is not established; the “breadth of the request” is unreasonable and

unnecessary; and there is no reasonable limit to “the time period covered by the request,” *Lazaridis*, 865 F. Supp. 2d at 524. For these reasons, “the burden or expense of the proposed discovery outweighs its likely benefit.” Fed. R. Civ. P. 26(b)(1).

Specifically, the Trust Subpoenas lack sampling or meaningful anonymization requirements, despite the fact that in the *Bestwall* matter, Bates White (which also serves as the Debtors’ expert here) ultimately did reissue subpoenas with a 10 percent sampling requirement, confirming that a 10 percent sample size is sufficient. Sampling is critical to protect claimants’ confidential data and is widely utilized in litigation and routinely encouraged by courts. *See, e.g.*, Manual for Complex Litigation (Fourth) § 11.493 (2020) (“Acceptable sampling techniques, in lieu of discovery and presentation of voluminous data from the entire population, can save substantial time and expense, and in some cases provide the only practicable means to collect and present relevant data.”); (*Bestwall* June 17, 2021 Order at 2); *Tyson Foods, Inc. v. Bouaphakeo*, 577 U.S. 442, 454–55 (2016) (sampling to establish hours worked in a class action lawsuit); *Nat’l Union Fire Ins. Co. of Pittsburgh v. Porter Hayden Co.*, No. CCB-03-3408, 2012 WL 628493, at *1 (D. Md. Feb. 24, 2012) (limiting disclosure to a random sample of 10 percent of the claimants at issue); *Fed. Hous. Fin. Agency v. JPMorgan Chase & Co.*, 2012 WL 6000885, at *8 (S.D.N.Y. Dec. 3, 2012) (approving sample to establish fraud liability); *In re*

Garlock Sealing Techs., 504 B.R. 71, 95 (Bankr. W.D.N.C. 2014) (adopting estimation approach based on responses from a claimant sample).

The Debtors here could likewise easily limit the Trust Subpoenas to a 10 percent sample with appropriate anonymization measures. The Trusts and Verus utilize significant security measures to safeguard the confidentiality of claimant information, (*see* Eveland Decl. ¶ 8), but once that data is produced to the Debtors and Bates White, it is unprotected. If the Trust Subpoenas were limited to a 10 percent sample set, the volume of data leaving the Trusts' control would be significantly reduced.

Sampling is also more “proportional to the needs of the case” than is releasing thousands of claimants' data. *See* Fed. R. Civ. P. 26(b)(1). The Debtors seek claimant information to substantiate their theory that some claimants allegedly made false submissions to the Debtors prior to bankruptcy that artificially inflated the value of their pre-bankruptcy claim settlements. However, even if we accept the Debtors' suspect theory as to why they need this information, the fact that subpoenas with a 10 percent sampling requirement were issued in *Bestwall*, where Bates White also serves as the expert reviewing claimant information, conclusively demonstrates that the Debtors do not “need” to receive the protected data of approximately 12,000 claimants, as requested in the Trust Subpoenas, to conduct their analysis, particularly when balanced against the need to protect highly confidential claimant data. *See*

Korotki, 2022 WL 2191519, at *5 (“[C]ourts have recognized the need to guard against undue intrusiveness . . . in order to protect privacy interests.”). Further, the Trust Subpoenas have no meaningful temporal limitation; as drafted, the Trusts will be required to provide any matching claimant information requested by the Debtors for a span of *over 15 years*. (See Bennett Cert., Ex. L.) A 10 percent sampling requirement would likewise address this issue by dramatically reducing the swath of data that must be reviewed and produced.

Moreover, as a practical matter, responding to the Trust Subpoenas would not entail a “push the button” exercise; instead, the Trust Subpoenas require the Trusts and Verus to perform extensive analyses of data provided by the Debtors, provide notice to affected claimants through a specific process, proscribe what the content of notices must include, and even require the Trusts to meet-and-confer with the Debtors, all of which exceeds the scope of Rule 45. (See, e.g., Bennett Cert., Ex. K ¶¶ 8–9, 12.) Accordingly, because the Trust Subpoenas place undue and unjustified burdens on the Trusts, they must be quashed.

2. The Trust Subpoenas Require Disclosure of Protected Matter.

Third, the Trust Subpoenas must be quashed because they seek “privileged or other protected matter.” Fed. R. Civ. P. 45(d)(3)(A)(iii). See *Gilmore*, 2022 WL 267422, at *3 (granting a motion to quash where, “[s]eparate from relevance, the subpoena also seeks privileged information”); *Myers v. Atl. Health Sys.*, No. 13-

4712, 2016 WL 819619, at *1 (D.N.J. Mar. 2, 2016) (granting motion to quash where subpoenaed information included records “akin to protected medical records” for which “no medical release ha[d] been provided for any individual whose information may be responsive to the Subpoena”).

As detailed above, the Trust Subpoenas seek a wide range of information from thousands of claimant submissions, all of which contain highly sensitive medical and personal information, including but not limited to claimants’ SSNs, last names, addresses, and confidential narrative responses about their health and asbestos exposures, weighing heavily against their disclosure pursuant to Rule 45(d)(3)(A)(iii). *See Myers*, 2016 WL 819619, at *1 (“Undeniably, the identities and records” responsive to the subpoenas at issue “are defined as confidential by New Jersey State Law. There is no indication that the confidentiality of this information has been waived and Plaintiff has not provided any releases for the targeted individuals.”). The Trust Subpoenas fail to include any meaningful anonymization scheme that would protect claimants’ confidential information. Instead, they allow Bates White to aggregate claimant data post-production with information from the Debtors’ database and other sources (including the databases of the other parties to which Debtors issued subpoenas in the underlying matter) into a single information clearinghouse with a matching key that de-anonymizes all of the data. Federal courts have expressed grave concerns about similar data

compilation schemes. *See, e.g., U.S. Dep’t of Just. v. Repts. Comm. For Freedom of Press*, 489 U.S. 749, 764 (1989) (“[T]he compilation of otherwise hard-to-obtain information alters the privacy interest implicated by disclosure of that information,” and a “computerized summary located in a single clearinghouse of information” warrants particular scrutiny); *United States v. Jones*, 565 U.S. 400, 416 (2012) (Sotomayor, J., concurring); *U.S. Dep’t of Def. v. Fed. Lab. Rels. Auth.*, 510 U.S. 487, 500 (1994); *Havemann v. Colvin*, 537 F. App’x 142, 147–48 (4th Cir. 2013) (recognizing privacy interest in nondisclosure of information in a format that could be combined with other available data to identify specific individuals).

Allowing Bates White to consolidate thousands of claimants’ highly confidential, protected information into a single clearinghouse would fundamentally undermine the many security measures the Trust and Verus utilize to safeguard claimant data. (*See* Eveland Decl. ¶ 8.) The risk of data theft, misuse, or inadvertent disclosure of information in the Bates White clearinghouse is significant given the existence of a matching key that de-anonymizes the data. Further the Debtors’ counsel and its expert, Bates White, are the same counsel and expert for other debtors seeking substantively identical claimant information from trusts in other bankruptcy cases, including in *Bestwall* and *In re DBMP LLC*, No. 22-139-CFC (D. Del. 2022). This overlap of counsel and experts amplifies the risk that any data collected may be used, even if inadvertently, in a manner inconsistent with the limited use restrictions

in the Trust Subpoenas. Accordingly, the Trust Subpoenas must be quashed because they require disclosure of protected information without meaningful safeguards.

III. DISPOSITION OF THIS MOTION SHOULD BE STAYED PENDING THE OUTCOME OF *IN RE BESTWALL*.

Though discretionary, a motion to stay is generally appropriate where the moving party establishes “good cause” for the stay, which may be based on “undue burden or expense,” among other factors. Fed. R. Civ. P. 26(c)(1); *Burress v. Freedom Mortg. Corp.*, No. 20-15242, 2022 WL 586606, at *2 (D.N.J. Jan. 31, 2022) (“[M]atters of docket control and conduct of discovery are committed to the sound discretion of the district court” (internal quotation marks and citations omitted)). “The power to stay proceedings calls for the exercise of judgment, which must weigh competing interests and balance the hardships with respect to the movant and non-movant.” *Id.* (internal quotation marks and citation omitted). “Consequently, courts generally weigh a number of factors in determining whether to grant a stay including,” in relevant part: “(1) whether a stay would unduly prejudice or present a clear tactical disadvantage to the non-moving party; (2) whether denial of the stay would create a clear case of hardship or inequity for the moving party”; and “(3) whether a stay would simplify the issues and the trial of the case.” *Actelion Pharms., Ltd. v. Apotex Inc.*, No. 12-5743, 2013 WL 5524078, at *3 (D.N.J. Sept. 6, 2013) (internal citations and quotation marks omitted) (granting motion to stay discovery pending resolution of a dispositive motion). When these

factors are weighed, the scale tips conclusively in favor of staying resolution of the Trusts' motion to quash pending the disposition of the *Bestwall* appeal.

There is no indication that a stay of this matter would prejudice the Debtors; in fact, the opposite is true, satisfying the second factor. As detailed *supra* pp. 9–10, the Third Circuit's pending decision in *Bestwall* will be critical to determining whether this Court may properly quash the Trust Subpoenas. The subpoenas at issue in *Bestwall* are nearly identical to those at issue here, and the Third Circuit's ruling in *Bestwall* will provide important guidance on how this Court should address the Trust Subpoenas, as it will confirm whether a district court has the authority to quash a subpoena issued by a bankruptcy court in a foreign jurisdiction that lacked jurisdiction over the targeted trusts. Accordingly, staying this motion pending the disposition of the *Bestwall* appeal will “simplify the issues” before this Court, satisfying the third factor. All of the factors relevant to determining whether the Court should grant this motion to stay therefore weigh in favor of staying resolution of this motion pending disposition of the *Bestwall* appeal. *See Actelion*, 2013 WL 5524078, at *3.

CONCLUSION

For the foregoing reasons, the Trusts' motion to quash the subpoenas and to stay resolution of this matter pending disposition of the *Bestwall* appeal to the Third Circuit should be granted.

Respectfully submitted,

LOWENSTEIN SANDLER LLP

Dated: August 19, 2022

By: s/ Lynda A. Bennett

Lynda A. Bennett
Michael A. Kaplan
Rachel M. Dikovics
One Lowenstein Drive
Roseland, New Jersey 07068
973.597.2500
lbennett@lowenstein.com
mkaplan@lowenstein.com
rdikovics@lowenstein.com

*Attorneys for Third-Party Asbestos
Trusts*

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtors.

Civil Action No.:

Underlying Case No. 20-30608
(JCW)

(U.S. Bankruptcy Court for the
Western District of North Carolina)

**CERTIFICATION OF LYNDA
A. BENNETT, ESQ. IN
SUPPORT OF THE TRUSTS'
MOTION TO QUASH AND
STAY**

I, **LYNDA A. BENNETT**, of full age, certify as follows:

1. I am an attorney-at-law of the State of New Jersey and partner with the law firm of Lowenstein Sandler LLP, counsel to the eight third-party asbestos settlement trusts identified below¹ (collectively, the “**Trusts**”). I make this declaration in support of the Trusts’ motion to quash subpoenas issued by Aldrich Pump LLC and Murray Boiler LLC (the “**Debtors**”). This declaration is based on

¹ The eight trusts are: (i) ACandS Asbestos Settlement Trust; (ii) Combustion Engineering 524(g) Asbestos PI Trust; (iii) G-I Holdings Inc. Asbestos Personal Injury Settlement Trust; (iv) GST Settlement Facility; (v) Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust; (vi) Quigley Company, Inc. Asbestos PI Trust; (vii) T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust; and (viii) Yarway Asbestos Personal Injury Trust.

my own personal knowledge, and the facts stated herein are true and correct to the best of my knowledge, information and belief.

2. Attached hereto as **Exhibit A** are true and correct copies of the Certificates of Incorporation of each of the Trusts.

3. Attached hereto as **Exhibit B** is a true and correct copy of the Trust Distribution Procedure ("**TDP**") for ACandS Asbestos Settlement Trust.

4. Attached hereto as **Exhibit C** is a true and correct copy of the TDP for Combustion Engineering 524(g) Asbestos PI Trust.

5. Attached hereto as **Exhibit D** is a true and correct copy of the TDP for G-I Holdings Inc. Asbestos Personal Injury Settlement Trust.

6. Attached hereto as **Exhibit E** is a true and correct copy of the Claims Resolution Procedures for GST Settlement Facility.

7. Attached hereto as **Exhibit F** is a true and correct copy of the TDP for Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust.

8. Attached hereto as **Exhibit G** is a true and correct copy of the TDP for Quigley Company, Inc. Asbestos PI Trust.

9. Attached hereto as **Exhibit H** is a true and correct copy of the TDP for T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust.

10. Attached hereto as **Exhibit I** is a true and correct copy of the TDP for Yarway Asbestos Personal Injury Trust.

11. Attached hereto as **Exhibit J** is a true and correct copy of the Debtors' April 7, 2022 motion for an order authorizing their issuance of the Trust Subpoenas (omitting exhibits).

12. Attached hereto as **Exhibit K** is a true and correct copy of the July 1, 2022 Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC.

13. Attached hereto as **Exhibit L** is a true and correct copy of the July 15, 2022 Trust Subpoenas (omitting the Order (Ex. K, above) that was attached to each subpoena).

14. Pursuant to Federal Rule of Civil Procedure 26(c)(1), on August 15, 2022, I sent the Debtors' counsel a letter requesting their consent to stay this matter for the reasons detailed in the Trusts' brief in support of their Motion to Quash and Stay, in an effort to resolve the matter without court action.

I certify that the foregoing statements made by me are true and correct. I am aware that if any of the foregoing statements are willfully false, I may be subject to punishment.

Respectfully submitted,
LOWENSTEIN SANDLER LLP

Dated: August 19, 2022

s/ Lynda A. Bennett

Lynda A. Bennett
One Lowenstein Drive
Roseland, New Jersey 07068
973.597.2500
lbennett@lowenstein.com

Attorneys for Third-Party Asbestos Trusts

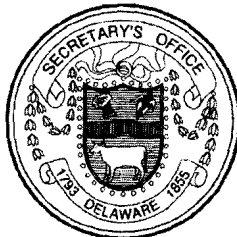
EXHIBIT A

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF STATUTORY TRUST REGISTRATION OF "ACANDS ASBESTOS SETTLEMENT TRUST", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF MAY, A.D. 2008, AT 10:58 O'CLOCK A.M.



4551084 8100

080587902

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6611139

DATE: 05-22-08

05/22/08 THU 12:17 FAX

002

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:25 PM 05/22/2008
FILED 10:58 AM 05/22/2008
SRV 080587902 - 4551084 FILE

**CERTIFICATE OF TRUST
OF
ACANDS ASBESTOS SETTLEMENT TRUST**

THIS CERTIFICATE OF TRUST OF ACANDS ASBESTOS SETTLEMENT TRUST (the "Trust") is being duly executed and filed by Wilmington Trust Company, a Delaware banking corporation, as trustee, to form a statutory trust under the Delaware Statutory Trust Act (12 Del. C. Section 3801 et seq.) (the "Act").


1. Name. The name of the statutory trust formed hereby is ACandS Asbestos Settlement Trust.

2. Delaware Trustee. The name and business address of the trustee of the Trust in the State of Delaware is Wilmington Trust Company, Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890-0001, Attention: Corporate Trust Administration.

3. Effective Date. This Certificate of Trust shall be effective upon filing.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Trust in accordance with Section 3811(a)(1) of the Act.

WILMINGTON TRUST COMPANY, as Trustee

By: 
Name: Christopher J. Monigle
Title: Vice President

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:54 PM 04/17/2006
FILED 12:54 PM 04/17/2006
SRV 060354312 - 4142943 FILE


CERTIFICATE OF TRUST OF
COMBUSTION ENGINEERING 524(G) ASBESTOS PI TRUST

THIS Certificate of Trust of Combustion Engineering 524(g) Asbestos PI Trust (the "Trust") is being duly executed and filed on behalf of the Trust by the undersigned, as trustees, to form a statutory trust under the Delaware Statutory Trust Act (12 Del. C. § 3801 et. seq.) (the "Act").

1. Name. The name of the statutory trust formed hereby is Combustion Engineering 524(g) Asbestos PI Trust.
2. Delaware Trustee. The name and business address of the trustee of the Trust in the State of Delaware are Wilmington Trust Company, 1100 North Market Street, Wilmington, DE 19890-1600, Attn: Corporate Trust Administration.
3. Effective Date. This Certificate of Trust shall be effective upon filing.

IN WITNESS WHEREOF, the undersigned have duly executed this Certificate of Trust in accordance with Section 3811(a)(1) of the Act.

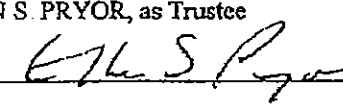
WILMINGTON TRUST COMPANY,
not in its individual capacity but solely as Delaware
Trustee

By: 
Joseph B. Feil
Assistant Vice President

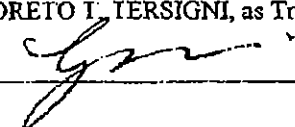
HON. KEN M. KAWAICHI (retired), as Trustee



ELLEN S. PRYOR, as Trustee



LORETO I. IERSIGNI, as Trustee



Delaware

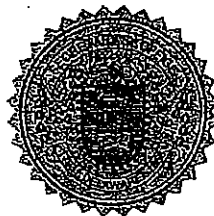
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF STATUTORY TRUST REGISTRATION OF "COMBUSTION ENGINEERING 524(G) ASBESTOS PI TRUST", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF APRIL, A.D. 2006, AT 12:54 O'CLOCK P.M.

4142943 8100

060354312



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4671113

DATE: 04-17-06

Delaware

PAGE 1

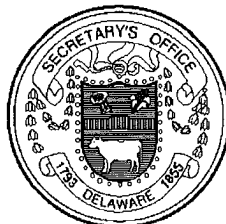
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "G HOLDINGS INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SIXTEENTH DAY OF NOVEMBER, A.D. 2009.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "G HOLDINGS INC." WAS INCORPORATED ON THE SEVENTH DAY OF NOVEMBER, A.D. 2001.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

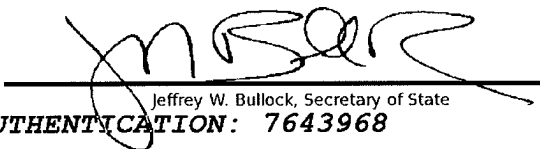
AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



3454465 8300

091021421

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7643968

DATE: 11-16-09

Delaware

PAGE 1

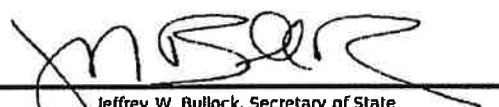
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF STATUTORY TRUST REGISTRATION OF "G-I HOLDINGS INC. ASBESTOS PERSONAL INJURY SETTLEMENT TRUST", FILED IN THIS OFFICE ON THE SIXTEENTH DAY OF NOVEMBER, A.D. 2009, AT 2:53 O'CLOCK P.M.

4754171 8100

091021176




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7644987

DATE: 11-16-09

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:53 PM 11/16/2009
FILED 02:53 PM 11/16/2009
SRV 091021176 - 4754171 FILE

**Certificate of Trust
of
G-I Holdings Inc. Asbestos Personal Injury Settlement Trust**

THIS Certificate of Trust of G-I Holdings Inc. Asbestos Personal Injury Settlement Trust (the "Trust") is being duly executed and filed on behalf of the Trust by the undersigned, as trustees, to form a statutory trust under the Delaware Statutory Trust Act (12 Del. C. § 3801 et seq.) (the "Act").

1. **Name.** The name of the statutory trust formed by this Certificate of Trust is G-I Holdings Inc. Asbestos Personal Injury Settlement Trust.
2. **Delaware Trustee.** The name and business address of the trustee of the Trust in the State of Delaware are Wilmington Trust Company, Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890-0001, Attn: Corporate Trust Administration.
3. **Effective Date.** This Certificate of Trust shall be effective upon filing.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Certificate of Trust in accordance with Section 3811(a)(1) of the Act.

WILMINGTON TRUST COMPANY, not
in its individual capacity but solely as
Delaware trustee

By: /s/ J. Christopher Murphy
Name: J. Christopher Murphy
Title: Financial Services Officer

TRUSTEES

/s/ Marina Corodemus
Name: Marina Corodemus, not in her
individual capacity but solely as trustee

/s/ Alan B. Rich
Name: Alan B. Rich, not in his individual
capacity but solely as trustee

/s/ Stephen M. Snyder
Name: Stephen M. Snyder, not in his
individual capacity but solely as trustee

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "G-I HOLDINGS INC.", FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF NOVEMBER, A.D. 2009, AT 5:52 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

2138617 8100

091018101

You may verify this certificate online
at corp.delawars.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7642054

DATE: 11-16-09

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:52 PM 11/13/2009
FILED 05:52 PM 11/13/2009
SRV 091018101 - 2138617 FILE

**CERTIFICATE OF AMENDMENT
of the
CERTIFICATE OF INCORPORATION
of
G-I HOLDINGS INC.**

(Pursuant to Section 242 of the General Corporation Law of the State of Delaware)

G-I HOLDINGS INC. (the "Corporation"), a corporation duly organized and existing under the provisions of the General Corporation Law of the State of Delaware (the "DGCL"), does hereby certify as follows:

1. The name of the Corporation is: G-I Holdings Inc.
2. The certificate of incorporation of the Corporation (the "Certificate of Incorporation") was filed in the office of the Secretary of State of the State of Delaware on September 23, 1987.
3. Article FOURTH of the Amended Certificate of Incorporation is hereby amended in its entirety to read as follows:

The total number of shares of all classes of stock which the Corporation shall have the authority to issue is Three Million Eight Hundred and Twenty-Five Thousand (3,825,000) shares, consisting of:

- a. Three Million (3,000,000) shares of common stock, par value \$0.001 per share (hereinafter referred to as "Class A Common Stock");
- b. Twenty-Five Thousand (25,000) shares of Class B common stock, par value \$0.001 per share (collectively with Class A Common Stock, the "Common Stock"); and
- c. Eight Hundred Thousand (800,000) shares of preferred stock, par value \$0.01 per share (hereinafter referred to as "Preferred Stock").

A. PREFERRED STOCK

Shares of Preferred Stock may be issued from time to time in one or more series, as may from time to time be determined by the Board of Directors, each of said series to be distinctly designated. All shares of any one series of Preferred Stock shall be alike in every particular, except that there may be different dates from which dividends, if any, thereon shall be cumulative, if made cumulative. The voting powers and the preferences and relative, participating, optional and other special rights of each such

series, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding; and, subject to the provisions of subparagraph 1 of Paragraph C of this Article FOURTH, the Board of Directors of the Corporation is hereby expressly granted authority to fix by resolution or resolutions adopted prior to the issuance of any shares of a particular series of Preferred Stock, the voting powers and the designations, preferences and relative, optional and other special rights, and the qualifications, limitations and restrictions of such series, including, but without limiting the generality of the foregoing, the following:

(a) The distinctive designation of, and the number of shares of Preferred Stock which shall constitute such series, which number may be increased (except where otherwise provided by the Board of Directors) or decreased (but not below the number of shares thereof then outstanding) from time to time by like action of the Board of Directors;

(b) The rate and time at which, and the terms and conditions on which, dividends, if any, on Preferred Stock of such series shall be paid, the extent of the preference or relation, if any, of such dividends to the dividends payable on any other class or classes or series of the same or other classes of stock and whether such dividends shall be cumulative or non-cumulative;

(c) The right, if any, of the holders of Preferred Stock of such series to convert the same into, or exchange the same for, shares of any other class or classes or of any series of the same or any other class or classes of stock of the Corporation and the terms and conditions of such conversion or exchange;

(d) Whether or not Preferred Stock of such series shall be subject to redemption, and the redemption price or prices, including, without limitation, cash, property, or rights (including securities of the Corporation or any other corporation), and the time or times at which, and the terms and conditions on which, Preferred Stock of such series may be redeemed;

(e) The rights, if any, of the holders of Preferred Stock of such series upon the voluntary or involuntary liquidation, merger, consolidation, distribution or sale of assets, dissolution or winding-up of the Corporation;

(f) The terms of the sinking fund or redemption or purchase account, if any, to be provided for the Preferred Stock of such series; and

(g) The voting powers, if any, of the holder of such series of Preferred Stock which may, without limiting the generality of the foregoing, include the right, voting as a series by itself or together with other series of Preferred Stock or all series of Preferred Stock as a class, to elect one or more directors of the Corporation if there shall have been a default in the payment of dividends on any one or more series of Preferred Stock or under such other circumstances and on such conditions as the Board of Directors may determine.

B. COMMON STOCK

1. After the requirements with respect to preferential dividends on the Preferred Stock (fixed in accordance with the provisions of Paragraph A of this Article FOURTH), if any, shall have been met and after the Corporation shall have complied with all the requirements, if any, with respect to the setting aside of sums as sinking funds or redemption or purchase accounts (fixed in accordance with the provisions of Paragraph A of this Article FOURTH), and subject further to any other conditions which may be fixed in accordance with the provisions of Paragraph A of this Article FOURTH, then and not otherwise the holders of Common Stock shall be entitled to receive such dividends as may be declared from time to time by the Board of Directors.

2. After distribution in full of the preferential amount, if any (fixed in accordance with the provisions of Paragraph A of this Article FOURTH), to be distributed to the holders of Preferred Stock in the event of voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, the holders of the Common Stock, subject to the rights, if any, of the holders of Preferred Stock to participate therein (fixed in accordance with Paragraph A of this Article FOURTH), shall be entitled to receive, all the remaining assets of the Corporation, tangible and intangible, of whatever kind available for distribution to stockholders ratably in proportion to the number of shares of Common Stock held by them, respectively.

3. Except as may otherwise be required by law or by the provisions of such resolution or resolutions as may be adopted by the Board of Directors pursuant to Paragraph A of this Article FOURTH, each holder of Common Stock shall have one vote in respect of each share of Common Stock held by him on all matters voted upon by the stockholders.

C. OTHER PROVISIONS

1. No holder of any of the shares of any class or series of stock or of options, warrants or other rights to purchase shares of any class or series of stock or of other securities of the Corporation shall have any preemptive right to purchase or subscribe for any unissued stock of any class or series or any additional shares of any class or series to be issued

by reason of any increase of the authorized capital stock of the Corporation of any class or series, or bonds, certificates of indebtedness, debentures or other securities convertible into or exchangeable for stock of the Corporation of any class or series, or carrying any right to purchase stock of any class or series, but any such unissued stock, additional authorized issue of shares of any class or series of stock or securities convertible into or exchangeable for stock, or carrying any right to purchase stock, may be issued and disposed of pursuant to a resolution of the Board of Directors to such persons, firms, corporations or associations, whether such holders or others, and upon such terms, as may be deemed advisable by the Board of Directors in the exercise of its sole discretion.

2. The relative powers, preferences and rights of each series of Preferred Stock in relation to the powers, preferences and rights of each other series of Preferred Stock shall, in each case, be as fixed from time to time by the Board of Directors in the resolution or resolutions adopted pursuant to authority granted in Paragraph A of this Article FOURTH, and the consent, by class or series vote or otherwise, of the holders of such of the series of Preferred Stock as are from time to time outstanding shall not be required for the issuance by the Board of Directors of any other series of Preferred Stock whether or not the powers, preferences and rights of such other series shall be fixed by the Board of Directors as senior to, or on a parity with, the powers, preferences and rights of such outstanding series, or any of them; provided however, that the Board of Directors may provide in the resolution or resolutions as to any series of Preferred Stock adopted pursuant to Paragraph A of this Article FOURTH that the consent of the holders of a majority (or such greater proportion as shall be therein fixed) of the outstanding shares of such series voting thereon shall be required for the issuance of any or all other series of Preferred Stock.

3. Subject to the provisions of subparagraph 2 of this Paragraph C, shares of any series of Preferred Stock may be issued from time to time as the Board of Directors of the Corporation shall determine and on such terms and for such consideration as shall be fixed by the Board of Directors.

4. Shares of Common Stock may be issued from time to time as the Board of Directors of the Corporation shall determine and on such terms and for such consideration as shall be fixed by the Board of Directors.

5. The authorized amount of shares of Common Stock or of Preferred Stock, without a class or series vote, may be increased from time to time by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote thereon.

4. The foregoing amendment has been duly adopted in accordance with Sections 242 and 228 (by written consent of the stockholders of the Corporation) of the DGCL.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be executed by its duly authorized officer on this 13th day of November, 2009.

G-I HOLDINGS INC.

By: *D. Goldstein*

Name: Daniel Goldstein

Title: SVP & General Counsel

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "G-I HOLDINGS INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SIXTEENTH DAY OF NOVEMBER, A.D. 2009.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "G-I HOLDINGS INC." WAS INCORPORATED ON THE TWENTY-THIRD DAY OF SEPTEMBER, A.D. 1987.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.


AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



2138617 8300

091019885

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7642836

DATE: 11-16-09

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "G HOLDINGS INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SIXTEENTH DAY OF NOVEMBER, A.D. 2009.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "G HOLDINGS INC." WAS INCORPORATED ON THE SEVENTH DAY OF NOVEMBER, A.D. 2001.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.


AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

3454465 8300

091021421

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7643968

DATE: 11-16-09

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF STATUTORY TRUST REGISTRATION OF "KAISER ALUMINUM & CHEMICAL CORPORATION ASBESTOS PERSONAL INJURY TRUST", FILED IN THIS OFFICE ON THE SIXTH DAY OF JULY, A.D. 2006, AT 1:25 O'CLOCK P.M.



4186123 8100

060643112

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4879868

DATE: 07-06-06

CERTIFICATE OF TRUST

OF

KAISER ALUMINUM & CHEMICAL CORPORATION

ASBESTOS PERSONAL INJURY TRUST

THIS Certificate of Trust of the Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust (the "Trust"), is being duly executed and filed by the undersigned, as trustees, to form a statutory trust under the Delaware Statutory Trust Act (12 Del. Code, § 3801 et seq.) (the "Act").


1. Name. The name of the statutory trust formed hereby is Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust.
2. Delaware Trustee. The name and business address of the trustee of the Trust in the State of Delaware are Wilmington Trust Company, 1100 N. Market Street, Wilmington, Delaware 19890-1625, Attention: Corporate Trust Administration.
3. Effective Date. This Certificate of Trust shall be effective upon filing.

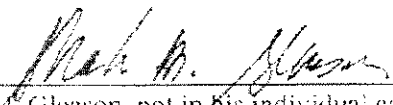
[SIGNATURE PAGE FOLLOWS]

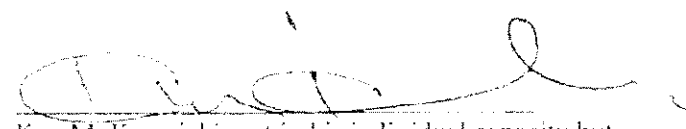
State of Delaware
Secretary of State
Division of Corporations
Delivered 01:25 PM 07/06/2006
FILED 01:25 PM 07/06/2006
SRV 060643112 - 4186123 FILE


IN WITNESS WHEREOF, the undersigned have duly executed this Certificate of Trust
in accordance with Section 3811(a) of the Act.

WILMINGTON TRUST COMPANY, not
in its individual capacity but solely as Delaware
Trustee

By: 
Name: Joseph B. Fell
Title: Assistant Vice President


Mark M. Gleason, not in his individual capacity but
solely as Trustee


Ken M. Kawaichi, not in his individual capacity but
solely as Trustee


Robert A. Marcis, not in his individual capacity but
solely as Trustee

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF STATUTORY TRUST REGISTRATION OF "GST SETTLEMENT FACILITY", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF JULY, A.D. 2017, AT 11:55 O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF STATUTORY TRUST REGISTRATION IS THE TWENTY-EIGHTH DAY OF JULY, A.D. 2017.




Jeffrey W. Bullock, Secretary of State

6492293 8100
SR# 20175420614

Authentication: 202952099
Date: 07-26-17

You may verify this certificate online at corp.delaware.gov/authver.shtml

STATE OF DELAWARE
CERTIFICATE OF TRUST OF GST SETTLEMENT FACILITY

This Certificate of Trust is being filed to form a statutory trust in accordance with the provisions of the Delaware Statutory Trust Act (Title 12 of the Delaware Code, Section 3801 et seq.) and sets forth the following:

- 1) **First:** The name of the statutory trust formed hereby is:

GST Settlement Facility

- 2) **Second:** The name and address of the Delaware trustee of the trust is:

Wilmington Trust, National Association
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890
Attention: Corporate Trust Administration

- 3) **Third:** This Certificate of Trust shall be effective on July 28, 2017.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Trust in accordance with Section 3811(a)(1) of the Act.

TRUSTEE:


Lewis R. Sifford

DELAWARE TRUSTEE:

WILMINGTON TRUST, NATIONAL ASSOCIATION

By: 
Name: David B. Young
Title: Vice President

Delaware

PAGE 1

The First State

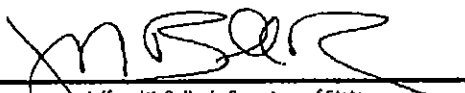
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF STATUTORY TRUST REGISTRATION OF "T H AGRICULTURE & NUTRITION, L.L.C. ASBESTOS PERSONAL INJURY TRUST", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF NOVEMBER, A.D. 2009, AT 10:30 O'CLOCK A.M.

4758096 8100

091051448

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7665508

DATE: 11-30-09

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:30 AM 11/30/2009
FILED 10:30 AM 11/30/2009
SRV 091051448 - 4758096 FILE

CERTIFICATE OF TRUST
OF
T H AGRICULTURE & NUTRITION, L.L.C.
ASBESTOS PERSONAL INJURY TRUST

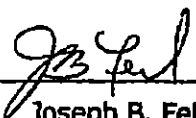
THIS Certificate of Trust of the T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust (the "Trust") is being duly executed and filed by the undersigned, as trustees, to form a statutory trust under the Delaware Statutory Trust Act (12 Del. Code, § 3801 et seq.) (the "Act").

- 1. Name.** The name of the statutory trust formed hereby is T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust.
- 2. Delaware Trustee.** The name and business address of the trustee of the Trust in the State of Delaware are Wilmington Trust Company, Rodney Square North, 1100 N. Market Street, Wilmington, Delaware 19890, Attention: Corporate Trust Administration.
- 3. Effective Date.** This Certificate of Trust shall be effective upon filing.

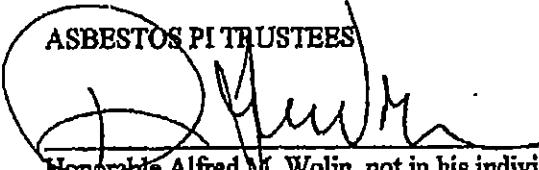
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have duly executed this Certificate of Trust in accordance with Section 3811(a) of the Act.

WILMINGTON TRUST COMPANY, not
in its individual capacity but solely as Delaware
Trustee

By: 
Name: Joseph B. Fell
Title: Vice President

ASBESTOS PI TRUSTEES

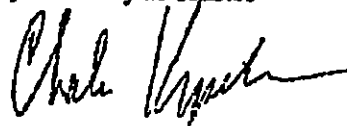

Honorable Alfred M. Wolin, not in his individual
capacity but solely as Trustee

Charles A. Koppelman, not in his individual
capacity but solely as Trustee

David F. Levi, not in his individual capacity but
solely as Trustee

ASBESTOS PI TRUSTEES

Honorable Alfred M. Wolin, not in his individual
capacity but solely as Trustee



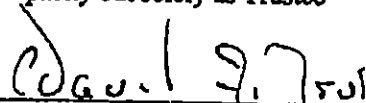
Charles A. Koppelman, not in his individual
capacity but solely as Trustee

David F. Levi, not in his individual capacity but
solely as Trustee

ASBESTOS PI TRUSTEES

Honorable Alfred M. Wolin, not in his individual
capacity but solely as Trustee

Charles A. Koppelman, not in his individual
capacity but solely as Trustee



David F. Levi, not in his individual capacity but
solely as Trustee

Delaware

PAGE 1

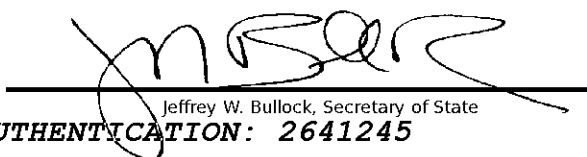
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF STATUTORY TRUST REGISTRATION OF "YARWAY ASBESTOS PERSONAL INJURY TRUST", FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF AUGUST, A.D. 2015, AT 11:40 O'CLOCK A.M.

5803025 8100

151167314




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 2641245

DATE: 08-13-15

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:54 AM 08/13/2015
FILED 11:40 AM 08/13/2015
SRV 151167314 - 5803025 FILE

**CERTIFICATE OF TRUST
OF
YARWAY ASBESTOS PERSONAL INJURY TRUST**

This Certificate of Trust of the Yarway Asbestos Personal Injury Trust (the "*Trust*") is being duly executed and filed by the undersigned trustees of the Trust, to form a statutory trust under the Delaware Statutory Trust Act (12 Del. Code § 3801 *et seq.*) (the "*Act*").

1. **Name**. The name of the statutory trust formed hereby is:

Yarway Asbestos Personal Injury Trust

2. **Delaware Trustee**. The name and business address of the Delaware Trustee of the Trust in the State of Delaware is:

Wilmington Trust, National Association, Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890-1605, Attention: Corporate Trust Administration.

3. **Effective Date**. This Certificate of Trust shall be effective upon filing.

IN WITNESS WHEREOF, the undersigned have duly executed this Certificate of Trust in accordance with Section 3811(a) of the Act.

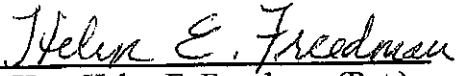

<p>TRUSTEE:</p> <p></p> <p>The Hon. Helen E. Freedman (Ret.) not in her individual capacity but solely as Trustee</p>	<p>DELAWARE TRUSTEE:</p> <p>WILMINGTON TRUST, NATIONAL ASSOCIATION</p> <p>By: </p> <p>Name: _____ Title: David B. Young Vice President</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

EXHIBIT B

ACandS, INC.

**AMENDED AND RESTATED ASBESTOS SETTLEMENT
TRUST DISTRIBUTION PROCEDURES**

Table of Contents

	<u>Page</u>
SECTION 1 Introduction.....	1
1.1 Purpose	1
1.2 Interpretation.....	1
SECTION 2 Overview.....	1
2.1 Trust Goals.....	1
2.2 Claims Liquidation Procedures.....	1
2.3 Application of the Payment Percentage	2
2.4 Allocation of Travelers Funds.....	3
2.5 Trust’s Determination of the Maximum Annual Payment/Maximum Available Payment.....	3
2.6 Claims Payment Ratio.....	3
2.7 Indirect Asbestos Claims	5
SECTION 3 TDP Administration.....	5
3.1 Trust Advisory Committee and Future Claimants’ Representative	5
3.2 Consent and Consultation Procedures.....	5
SECTION 4 Payment Percentage; Periodic Estimates	5
4.1 Uncertainty of ACandS’s Personal Injury Asbestos Liabilities	5
4.2 Computation of Payment Percentage.....	5
4.3 Applicability of the Payment Percentage.....	6
SECTION 5 Resolution of Trust Claims	7
5.1 Ordering, Processing and Payment of Unliquidated Trust Claims.....	7
5.1(a) Ordering of Claims.....	7
5.1(a)(1) Establishment of the FIFO Processing Queue	7
5.1(a)(2) Effect of Statutes of Limitation and Repose.....	8
5.1(b) Processing of Claims.....	8
5.1(c) Payment of Claims.....	8
5.2 Resolution of Pre-Petition Liquidated Trust Claims	9
5.3 Resolution of Unliquidated Trust Claims	9
5.3(a) Expedited Review Process.....	9
5.3(a)(1) In General.....	9
5.3(a)(2) Claims Processing Under Expedited Review	10
5.3(a)(3) Disease Levels, Scheduled Values and Medical/Exposure Criteria.....	10
5.3(b) Individual Review Process.....	12
5.3(b)(1) In General.....	12
5.3(b)(1)(A) Review of Medical/Exposure Criteria	13
5.3(b)(1)(B) Review of Liquidated Value.....	13
5.3(b)(2) Valuation Factors to be Considered in Individual Review	13
5.3(b)(3) Scheduled, Average and Maximum Values.....	14
5.4 Categorizing Claims as Extraordinary and/or Exigent Hardship.....	14
5.4(a) Extraordinary Claims	14
5.4(b) Exigent Hardship Claims	15
5.5 Secondary Exposure Claims	15
5.6 Indirect Asbestos Claims	15
5.7 Evidentiary Requirements.....	16
5.7(a) Medical Evidence.....	16
5.7(a)(1) In General.....	16
5.7(a)(1)(A) Disease Levels I – III.....	16
5.7(a)(1)(B) Disease Levels IV – VII	17
5.7(a)(1)(C) Exception to the Exception for Certain Pre-Petition Claims	17

Table of Contents
(continued)

	<u>Page</u>
5.7(a)(2) Credibility of Medical Evidence.....	17
5.7(b) Exposure Evidence.....	17
5.7(b)(1) In General.....	17
5.7(b)(2) Significant Occupational Exposure	17
5.7(b)(3) ACandS Exposure	18
5.8 Claims Audit Program	18
5.9 Second Disease (Malignancy) Claims	18
5.10 Arbitration.....	18
5.10(a) Establishment of ADR Procedures.....	18
5.10(b) Claims Eligible for Arbitration	19
5.10(c) Limitations on and Payment of Arbitration Awards	19
5.11 Litigation.....	19
SECTION 6 Claims Materials	19
6.1 Claims Materials	19
6.2 Content of Claims Materials	19
6.3 Withdrawal or Deferral of Claims	19
6.4 Filing Requirements and Fees.....	20
6.5 Confidentiality of Claimants’ Submissions	20
SECTION 7 General Guidelines for Liquidating and Paving Claims	20
7.1 Showing Required.....	20
7.2 Costs Considered	20
7.3 Discretion to Vary the Order and Amounts of Payments in Event of Limited Liquidity.....	20
7.4 Punitive Damages	21
7.5 Sequencing Adjustment	21
7.5(a) In General.....	21
7.5(b) Unliquidated Trust Claims	21
7.5(c) Pre-Petition Liquidated Trust Claims.....	21
7.6 Suits in the Tort System.....	21
7.7 Payment of Judgments for Money Damages	22
7.8 Releases	22
7.9 Third-Party Services	22
7.10 Trust Disclosure of Information.....	22
SECTION 8 Miscellaneous	22
8.1 Amendments	22
8.2 Severability	23
8.3 Governing Law	23

**ACANDS, INC. AMENDED AND RESTATED
ASBESTOS SETTLEMENT TRUST DISTRIBUTION PROCEDURES**

The ACandS, Inc. Asbestos Settlement Trust Distribution Procedures (“TDP”) contained herein provide for resolving all Asbestos Personal Injury Claims (as such term is defined in the Second Plan of Reorganization of ACandS, Inc. (“Plan”)) (hereinafter referred to for all purposes of this TDP as “Trust Claims”) caused by exposure to asbestos-containing products for which ACandS, Inc. (“ACandS”) has legal responsibility, as provided in and required by the Plan and by the Asbestos Settlement Trust Agreement (“Trust Agreement”). The Plan and Trust Agreement establish the ACandS Asbestos Settlement Trust (“Trust”). The Trustee of the Trust (“Trustee”) shall implement and administer this TDP in accordance with the Trust Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Plan and the Trust Agreement.

SECTION 1

Introduction

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

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

SECTION 2

Overview

2.1 Trust Goals. The goal of the Trust is to treat all claimants equitably. This TDP furthers that goal by setting forth procedures for processing and paying ACandS’s several share of the unpaid portion of the liquidated value of Trust Claims generally on an impartial, first-in-first-out (“FIFO”) basis, with the intention of paying all claimants over time as equivalent a share as possible of the value of their claims based on historical values for substantially similar claims in the tort system.¹ To this end, this TDP establishes a schedule of seven asbestos-related diseases (“Disease Levels I – VII”), six of which (Disease Levels I – IV, VI and VII) have presumptive medical and exposure requirements (“Medical/Exposure Criteria”) and specific liquidated values (“Scheduled Values”), and five of which (Disease Levels III – VII) have anticipated average values (“Average Values”) and caps on their liquidated values (“Maximum Values”). The Disease Levels, Medical/Exposure Criteria, Scheduled Values, Average Values and Maximum Values, which are set forth in Sections 5.3 and 5.4 below, have all been selected and derived with the intention of achieving a fair allocation of the Trust funds as among claimants suffering from different disease processes in light of the best available information considering the settlement history of ACandS and the rights claimants would have in the tort system absent the bankruptcy.

2.2 Claims Liquidation Procedures. Trust Claims shall be processed based on their place in the FIFO Processing Queue to be established pursuant to Section 5.1(a) below. The Trust shall take all reasonable steps to resolve Trust Claims as efficiently and expeditiously as possible at each stage of claims processing and arbitration. To this end, the Trust, in its sole discretion, may conduct settlement discussions with claimants’ representatives with respect to more than one claim at a time, provided that the claimants’ respective positions in the FIFO Processing Queue are maintained and each claim is individually evaluated pursuant to the valuation factors set forth in Section 5.3(b)(2) below. The Trust shall also make every effort to resolve each year at least that number of Trust Claims required to exhaust the Maximum

¹ As used in this TDP, the phrase “in the tort system” shall not include claims asserted against a trust established for the benefit of asbestos personal injury claimants pursuant to section 524(g) and/or section 105 of the Bankruptcy Code or any other applicable law.

Annual Payment and the Maximum Available Payment for' Category A and Category B claims, as those terms are defined below.

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

Trust Claims involving Disease Levels III – VII tend to raise more complex valuation issues than Trust Claims in Disease Levels I – II. Accordingly, in lieu of liquidating such claims under the Expedited Review Process, claimants holding claims involving those Disease Levels may alternatively seek to establish a liquidated value for the claim that is greater than its Scheduled Value by electing the Trust's Individual Review Process. However, the liquidated value of a Trust Claim that undergoes the Individual Review Process for valuation purposes may be determined to be less than its Scheduled Value, and in any event shall not exceed the Maximum Value for the relevant Disease Level set forth in Section 5.3(b)(3) below, unless the claim qualifies as an Extraordinary Claim as defined in Section 5.4(a) below, in which case its liquidated value cannot exceed the extraordinary maximum value specified in that provision for such claims. Disease Level V (Lung Cancer 2) claims and all Foreign Claims may be liquidated only pursuant to the Trust's Individual Review Process.

Based upon ACandS's claims settlement history in light of applicable tort law, and current projections of present and future unliquidated claims, the Scheduled Values and Maximum Values set forth in Section 5.3(b)(3) have been established for each of the five more serious Disease Levels that are eligible for Individual Review of their liquidated values. The Trustee shall use his or her reasonable best efforts to insure that the Trust processes claims such that over time the combination of settlements at the Scheduled Values and those resulting from the Individual Review Process for the five more serious Disease Levels approximate the Average Values set forth in Section 5.3(b)(3) for each such Disease Level.

All unresolved disputes over a claimant's medical condition, exposure history and/or the liquidated value of the claim shall be subject to pro bono evaluation and mediation and then to binding or non-binding arbitration pursuant to Section 5.10 below, at the election of the claimant, under Alternative Dispute Resolution Procedures ("ADR Procedures") that are to be developed by the Trustee with the consent of the Trust Advisory Committee (the "TAC") and the Legal Representative for Future Asbestos Claimants ("Future Claimants' Representative"). Trust Claims that are the subject of a dispute with the Trust that cannot be resolved by non-binding arbitration may enter the tort system as provided in Sections 5.11 and 7.6 below. However, if and when a claimant obtains a judgment in the tort system, the judgment shall be payable (subject to the Payment Percentage, Maximum Available Payment, and Claims Payment Ratio provisions set forth below) as provided in Section 7.7 below.

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

The Initial Payment Percentage has been set at 5.78% and shall apply to all Asbestos Trust Voting Claims accepted as valid by the Trust, unless adjusted by the Trust with the consent of the TAC and the Future Claimants' Representative pursuant to Section 4.2 below, and except as provided in Section 4.3 below with respect to supplemental payments in the event the Payment Percentage is changed. The term "Asbestos Trust Voting Claims" includes (i) Pre-Petition Liquidated Trust Claims as defined in Section 5.2 below; (ii) claims filed against ACandS in the tort system or actually submitted to ACandS pursuant to an administrative settlement agreement prior to the Petition Date of September 16, 2002; and (iii) all asbestos claims filed against another defendant in the tort system prior to the date the Plan was filed with the Bankruptcy Court; provided, however, that (i) the holder of a claim described in subsection (i), (ii) or (iii) above or his or her authorized agent, actually voted to accept or reject the Plan pursuant to the voting procedures established by the Bankruptcy Court unless such holder certifies to the satisfaction of the Trustee that he or she was prevented from voting

in this proceeding as a result of circumstances resulting in a state of emergency affecting, as the case may be, the holder's residence, principal place of business or legal representative's place of business at which the holder or his or her legal representative receives notice and/or maintains material records relating to his or her Asbestos Trust Voting Claim, and provided further that (ii) the claim was subsequently filed with the Trust pursuant to Section 6.1 below by the Initial Claims Filing Date defined in Section 5.1(a) below (other than Pre-Petition Liquidated Trust Claims with respect to which no filing is required). The Initial Payment Percentage has been calculated on the assumption that the Average Values set forth in Section 5.3(b)(3) below shall be achieved with respect to existing present claims and projected future claims involving Disease Levels III – VII.

The Payment Percentage may thereafter be adjusted upwards or downwards from time to time by the Trustee with the consent of the TAC and the Future Claimants' Representative to reflect then-current estimates of the Trust's assets and its liabilities, as well as the then-estimated value of pending and future claims. However, any adjustment to the Initial Payment Percentage shall be made only pursuant to Section 4.2 below. If the Payment Percentage is ROCS increased over time, claimants whose claims were liquidated and paid in prior periods under this TDP shall receive additional payments only as provided in Section 4.3 below; provided, however, that holders of Pre-Petition Liquidated Trust Claims are not entitled to supplemental payments hereunder. Because, there will always be some uncertainty in the prediction of both the number and severity of future Trust Claims and the amount of the Trust's assets, no guarantee can be made of any Payment Percentage of a Trust Claim's liquidated value.

2.4 Allocation of Travelers Funds. The Trust shall estimate or model the amount of cash flow anticipated to be necessary over its entire life to ensure that funds shall be available to treat all present and future holders of Trust Claims as similarly as possible. Statistical analyses based on ACandS's claims settlement history and the current projections of present and future unliquidated claims indicate that the value of present and future unliquidated claims will be approximately equal to the value of Pre-Petition Liquidated Trust Claims (as defined in Section 5.2 hereof). Accordingly, the Trust shall place Two Hundred Million Dollars (\$200,000,000) of the Trust's funds (fifty percent (50%) of the net amount of funds received by the Trust from Travelers) in a segregated account for immediate payment to the holders of the Pre-Petition Liquidated Trust Claims (the "Pre-Petition Liquidated Trust Claim Funds"). The amount of the Pre-Petition Liquidated Trust Claim Funds shall be increased if the net amount of funds received by the Trust from Travelers exceeds Four Hundred Million Dollars (\$400,000,000). The amount of the increase in the Pre-Petition Liquidated Trust Claim Funds shall be equal to fifty percent (50%) of the increase in the net amount received by the Trust from Travelers. The amount of the Pre-Petition Liquidated Trust Claims shall not be subject to the Maximum Annual Payment or Claims Payment Ratio provisions set forth below but shall be subject to the Payment Percentage provisions.

2.5 Trust's Determination of the Maximum Annual Payment/Maximum Available Payment. In each year, the Trust shall be empowered to pay out all of the income earned during the year, together with a portion of its principal, calculated so that the application of Trust funds over its life shall correspond with the needs created by the estimated initial backlog of claims and the anticipated future flow of claims (the "Maximum Annual Payment"), taking into account the Payment Percentage provisions set forth in Sections 2.3 above and 4.2 and 4.3 below. The Trust's distributions to all claimants (excluding holders of Pre-Petition Liquidated Claims) for that year shall not exceed the Maximum Annual Payment determined for that year. The Maximum Annual Payment (also, referred to herein as the "Maximum Available Payment") shall be allocated and used to satisfy all liquidated Trust Claims, subject to the Claims Payment Ratio set forth in Section 2.6 below.

2.6 Claims Payment Ratio. Based upon ACandS's claims settlement history and analysis of present and future claims, a Claims Payment Ratio has been determined which, as of the Effective Date, has been set at 82.9% for Category A claims, which consist of Trust Claims involving severe asbestosis and malignancies (Disease Levels III – VII) that were unliquidated as of the Petition Date, and at 17.1% for Category B claims, which are Trust Claims involving non-malignant Asbestosis or Pleural Disease (Disease Levels I and II) that were similarly unliquidated as of the Petition Date. The Claims Payment Ratio shall not apply to any Pre-Petition Liquidated Trust Claims. In each year, after the determination of the Maximum Available Payment described in Section 2.5 above, 82.9% of that amount shall be available to pay Category A claims and 17.1% shall be available to pay Category B claims that have been liquidated since the Petition Date.

In the event there are insufficient funds in any year to pay the liquidated claims within either or both of the Categories, the available funds allocated to the particular Category shall be paid to the maximum extent to claimants in that Category based on their place in the FIFO Payment Queue described in Section 5.1(c) below, which shall be based

upon the date of claim liquidation. Claims for which there are insufficient funds allocated to the relevant Category shall be carried over to the next year where they shall be placed at the head of the FIFO Payment Queue. If there is a decrease in the Payment Percentage prior to the payment of such claims, such claims shall nevertheless be entitled to be paid at the Payment Percentage that they would have been entitled to receive but for the application of the Claims Payment Ratio. If there are excess funds in either or both Categories, because there is an insufficient amount of liquidated claims to exhaust the respective Maximum Available Payment amount for that Category, then the excess funds for either or both Categories shall be rolled over and remain dedicated to the respective Category to which they were originally allocated. The 82.9%/17.1% Claims Payment Ratio and its rollover provision shall apply to all Asbestos Trust Voting Claims except Pre-Petition Liquidated Trust Claims.

The initial 82.9%/17.1% Claims Payment Ratio shall not be amended until the third anniversary of the date the Trust first accepts for processing proof of claim forms and other materials required to file a claim with the Trust. Thereafter, both the Claims Payment Ratio and its rollover provision shall be continued absent circumstances, such as a significant change in law or medicine, necessitating amendment to avoid a manifest injustice. However, the accumulation, rollover and subsequent delay of claims resulting from the application of the Claims Payment Ratio, shall not, in and of itself, constitute such circumstances. In addition, an increase in the numbers of Category B claims beyond those predicted or expected shall not be considered as a factor in deciding whether to reduce the percentage allocated to Category A claims.

In considering whether to make any amendments to the Claims Payment Ratio and/or its rollover provisions, the Trustee shall consider the reasons for which the Claims Payment Ratio and its rollover provisions were adopted, the settlement history that gave rise to its calculation, and the foreseeability or lack of foreseeability of the reasons why there would be any need to make an amendment. In that regard, the Trustee should keep in mind the interplay between the Payment Percentage and the Claims Payment Ratio as it affects the net cash actually paid to claimants.

In any event, no amendment to the Claims Payment Ratio to reduce the percentage allocated to Category A claims may be made without the consent of at least 85 percent of the TAC members and the consent of the Future Claimants' Representative, and the percentage allocated to Category A claims may not be increased without the consent of the TAC and the Future Claimants' Representative. In case of any amendments to the Claims Payment Ratio, consents shall be governed by the consent process set forth in Sections 6.7(b) and 7.7(b) of the Trust Agreement. The Trustee, with the consent of the TAC and the Future Claimants' Representative, may offer the option of a reduced Payment Percentage to holders of claims in either Category A or Category B in return for prompter payment (the "Reduced Payment Option").

Notwithstanding any other provision herein, if, at the end of a calendar year, there are excess funds in either Category A or Category B and insufficient funds in the other Category to pay such Category's claims, the Trustee may transfer up to a specified amount of excess funds (the "Permitted Transfer Amount" as defined below) to the Category with the shortfall; provided, however, that the Trustee shall never transfer more than the amount of the receiving Category's shortfall. The "Permitted Transfer Amount" shall be determined as follows: (a) the Trustee shall first determine the cumulative amount allocated to the Category with excess funds based on the Claims Payment Ratio since the date the Trust last calculated its Payment Percentage; (b) the Trustee shall then determine the cumulative amount that the Trust estimated would be paid to the Category with excess funds since the date the Trust last calculated its Payment Percentage; (c) the Trustee shall then subtract the amount determined in (b) from the amount determined in (a), and the difference between the two shall be referred to as the "Permitted Transfer Amount." When deciding whether to make a transfer, the Trustee shall take into account any artificial failures of the processing queue that may have impacted the amount of funds expended from either Category. The Trustee shall provide the TAC and the Future Claimants' Representative with the Permitted Transfer Amount calculation thirty (30) days prior to making a transfer.

Notwithstanding any other provision herein, commencing in calendar year 2017, the Trust shall cease enforcing the Claims Payment Ratio provisions in this TDP subject to the ability of the Trustee, any member of the TAC, or the Future Claimants' Representative to reinstate the enforcement of the provisions in the manner provided below. During the time when the Trust is not enforcing the Claims Payment Ratio, it shall continue to track and maintain records regarding the funds allocated to Category A and to Category B and the payment and approval of claims with respect thereto.

Within thirty (30) days following the end of each calendar year during which the Trust is not enforcing the Claims Payment Ratio, the Trust shall provide to the TAC and the Future Claimants' Representative a report showing (a) the amount of money allocated to Category A and to Category B for the prior year, (b) the amounts paid with respect to claims during such year that would have been subject to the Claims Payment Ratio in each Category and (c) the amounts approved

for payment (but not yet paid) as of December 31 of such year with respect to claims that would have been subject to the Claims Payment Ratio in each Category, with such amounts broken down between those claims for which offers were outstanding as of December 31 of such year and those for which offers had not yet been made as of such date. Each member of the TAC and the Future Claimants' Representative shall then have fifteen (15) days from his or her date of receipt of the report to notify the Trust that he or she is exercising his or her right to have the Trust begin enforcing the Claims Payment Ratio effective as of January 1 of the then current calendar year. In addition, the Trustee shall have fifteen (15) days from the date the Trust sends the report to the TAC and the Future Claimants' Representative to exercise his right to reinstate the enforcement of the Claims Payment Ratio effective as of January 1 of the then current calendar year. If the Trustee exercises his right or if the Trust receives a reinstatement notice from any TAC member or the Future Claimants' Representative, the Trust shall immediately begin enforcing the Claims Payment Ratio. If the enforcement of the Claims Payment Ratio is reinstated, all provisions of this TDP relating to the Claims Payment Ratio shall be in effect, including the provisions relating to the Permitted Transfer Amount, but any deficits from the prior year in either Category shall be ignored and any rollover amounts shall be allocated between the two Categories based upon the 82.9%/17.1% Claims Payment Ratio.

2.7 Indirect Asbestos Claims. As set forth in Section 5.6 below, Indirect Asbestos Personal Injury Claims (as such term is defined in the Plan) ("Indirect Asbestos Claims"), if any, shall be subject to the same categorization, evaluation, and payment provisions of this TDP as all other Trust Claims.

SECTION 3

TDP Administration

3.1 Trust Advisory Committee and Future Claimants' Representative. Pursuant to the Plan and the Trust Agreement, the Trust and this TDP shall be administered by the Trustee in consultation with the TAC, which represents the interests of holders of present Trust Claims, and the Future Claimants' Representative, who represents the interests of holders of Trust Claims that will be asserted in the future. The Trustee shall obtain the consent of the TAC and the Future Claimants' Representative on any amendments to this TDP pursuant to Section 8.1 below, and on such other matters as are otherwise required below and in Section 2.2(e) of the Trust Agreement. The Trustee shall also consult with the TAC and the Future Claimants' Representative on such matters as are provided below and in Section 2.2(d) of the Trust Agreement. The initial Trustee, the initial members of the TAC and the initial Future Claimants' Representative are identified in the Trust Agreement.

3.2 Consent and Consultation Procedures. In those circumstances in which consultation or consent is required, the Trustee shall provide written notice to the TAC and the Future Claimants' Representative of the specific amendment or other action that is proposed. The Trustee shall not implement such amendment nor take such action unless and until the parties have engaged in the Consultation Process described in Sections 6.7(a) and 7.7(a), or the Consent Process described in Sections 6.7(b) and 7.7(b) of the Trust Agreement, respectively.

SECTION 4

Payment Percentage; Periodic Estimates

4.1 Uncertainty of ACandS's Personal Injury Asbestos Liabilities. As discussed above, despite the general determination that has been made based on ACandS's claims settlement history, the current projections of present and future unliquidated claims, and the current estimations of the Trust assets and cash flow over its entire life that the value of present and future unliquidated claims is approximately equal to that of Pre-Petition Liquidated Trust Claims, there remains inherent uncertainty regarding ACandS's total asbestos-related tort liabilities, as well as the total value of the assets available to the Trust to pay Trust Claims. Consequently, there is inherent uncertainty regarding the amounts that holders of Trust Claims shall receive. To seek to ensure substantially equivalent treatment of all present and future Trust Claims, the Trustee must determine from time to time the percentage of full liquidated value that holders of present and future Trust Claims shall be likely to receive, i.e., the "Payment Percentage" described in Section 2.3 above and Section 4.2 below.

4.2 Computation of Payment Percentage. As provided in Section 2.3 above, the Initial Payment Percentage shall be 5.78% and shall apply to all Asbestos Trust Voting Claims as defined in Section 2.3 above, unless the

Trustee with the consent of the TAC and the Future Claimants' Representative determines that the Initial Payment Percentage should be changed to assure that the Trust shall be in a financial position to pay holders of unliquidated and/or unpaid Asbestos Trust Voting Claims and present and future Trust Claims in substantially the same manner.

In making any such adjustment, the Trustee, the TAC and the Future Claimants' Representative shall take into account the fact that the holders of the Asbestos Trust Voting Claims voted on the Plan relying on the findings of experts that the Initial Payment Percentage represented a reasonably reliable estimate of the Trust's total assets and liabilities over its life based on the best information available at the time, and thus give due consideration to the expectations of Asbestos Trust Voting Claimants that the Initial Payment Percentage would be applied to their Asbestos Trust Voting Claims.

Except with respect to Asbestos Trust Voting Claims to which the Initial Payment Percentage applies, the Payment Percentage shall be subject to change pursuant to the terms of this TDP and the Trust Agreement if the Trustee with the consent of the TAC and the Future Claimants' Representative determine that an adjustment is required. No less frequently than once every three years, commencing with the first day of January occurring after the Effective Date, the Trustee shall reconsider the then applicable Payment Percentage to assure that it is based on accurate, current information and may, after such reconsideration, change the Payment Percentage if necessary with the consent of the TAC and the Future Claimants' Representative. The Trustee shall also reconsider the then applicable Payment Percentage at shorter intervals if he or she deems such reconsideration to be appropriate or if requested to do so by the TAC or the Future Claimants' Representative.

The Trustee must base his or her determination of the Payment Percentage on then current estimates of the number, types, and values of present and future Trust Claims, the value of the assets then available to the Trust for their payment, all anticipated administrative and legal expenses, and any other material matters that are reasonably likely to affect the sufficiency of funds to pay a comparable percentage of full liquidated value to all holders of Trust Claims. When making these determinations, the Trustee shall exercise common sense and flexibly evaluate all relevant factors. The Payment Percentage applicable to Category A or Category B claims may not be reduced to alleviate delays in payments of claims in the other Category; both Categories of claims shall receive the same Payment Percentage, but the payment may be deferred as needed, and a Reduced Payment Option may be instituted as described in Section 2.6 above.

4.3 Applicability of the Payment Percentage. Except as set forth below in this Section 4.3 with respect to supplemental payments, no holder of an Asbestos Trust Voting Claim shall receive a payment that exceeds the Initial Payment Percentage times the liquidated value of the claim (including any sequencing adjustment payable under Section 7.5 hereof). Except as otherwise provided (a) in Section 5.1(c) below for Trust Claims involving deceased or incompetent claimants for which approval of the Trust's offer by a court or through a probate process is required and (b) in the paragraph below with respect to Released Claims, no holder of any other Trust Claim shall receive a payment that exceeds the liquidated value of the claim times the Payment Percentage in effect at the time of payment; provided, however, that if there is a reduction in Payment Percentage, the Trustee, in his sole discretion, may cause the Trust to pay a Trust Claim based on the Payment Percentage that was in effect prior to the reduction if such Trust Claim was filed with the Trust ninety (90) days or more prior to the date the Trustee proposed the new Payment Percentage in writing to the TAC and the Future Claimants' Representative (the "Proposal Date") and the processing of such claim was unreasonably delayed due to circumstances beyond the control of the claimant or the claimant's counsel, but only if such claim had no deficiencies for the ninety (90) days prior to the Proposal Date.

If a redetermination of the Payment Percentage has been proposed in writing by the Trustee to the TAC and the Future Claimants' Representative but has not yet been adopted, the claimant shall receive the lower of the current Payment Percentage or the proposed Payment Percentage. However, if the proposed Payment Percentage was the lower amount but was not subsequently adopted, the claimant shall thereafter receive the difference between the lower proposed amount and the higher current amount. Conversely, if the proposed Payment Percentage was the higher amount and was subsequently adopted, the claimant shall thereafter receive the difference between the lower current amount and the higher adopted amount.

Notwithstanding anything contained herein, if the proposed Payment Percentage is lower than the current Payment Percentage, a claimant who received a release from the Trust prior to the Proposal Date and who either

(a) transmitted² an executed release to the Trust prior to the Proposal Date or (b) with respect to those claimants who had received releases fewer than thirty (30) days prior to the Proposal Date, transmitted an executed release to the Trust within thirty (30) days of the claimant's receipt of the release (the claims described in (a) and (b) are collectively referred to herein as the "Released Claims") shall be paid based on the current Payment Percentage (the "Released Claims Payment Percentage"). For purposes hereof, (a) a claimant represented by counsel shall be deemed to have received a release on the date that the claimant's counsel receives the release, (b) if the Trust transmits a release electronically, the release shall be deemed to have been received on the date the Trust transmits the offer notification, and (c) if the Trust places the release in the U.S. mail, postage prepaid, the release shall be deemed to have been received three (3) business days after such mailing date. A delay in the payment of the Released Claims for any reason, including delays resulting from limitations on payment amounts in a given year pursuant to Sections 2.4 and 2.5 hereof, shall not affect the rights of the holders of the Released Claims to be paid based on the Released Claims Payment Percentage.

At least thirty (30) days prior to proposing in writing to the TAC and the Future Claimants' Representative a change in the Payment Percentage, the Trustee shall issue a written notice to claimants or claimants' counsel indicating that the Trustee is reconsidering such Payment Percentage.

There is uncertainty surrounding the amount of the Trust's future assets. There is also uncertainty surrounding the totality of the Trust Claims to be paid over time as well as the extent to which changes in existing federal and/or state law could affect the Trust's liabilities under this TDP. If the value of the Trust's future assets increases significantly and/or if the value or volume of the Trust Claims actually filed with the Trust is significantly lower than originally estimated, the Trust shall use those increased assets and/or claims savings, as the case may be, first to maintain the Payment Percentage then in effect.

If the Trustee, with the consent of the TAC and the Future Claimants' Representative, makes a determination to increase the Payment Percentage due to a material change in the estimates of the Trust's future assets and/or liabilities, the Trustee shall also make supplemental payments to all claimants (excluding holders of Pre-Petition Liquidated Trust Claims) who previously liquidated their claims against the Trust and received payments based on a lower Payment Percentage. The amount of any such supplemental payment shall be the liquidated value of the claim in question times the newly adjusted Payment Percentage, less all amounts previously paid to the claimant with respect to the claim (excluding the portion of such previously paid amounts that was attributable to a sequencing adjustment pursuant to Section 7.5 below).

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

SECTION 5

Resolution of Trust Claims

5.1 Ordering, Processing and Payment of Unliquidated Trust Claims.

5.1(a) Ordering of Claims.

5.1(a)(1) Establishment of the FIFO Processing Queue. The Trust shall order claims that are sufficiently complete to be reviewed for processing purposes on a FIFO basis except as otherwise provided herein (the "FIFO Processing Queue"). For all claims filed on or before the date six (6) months after the date that the Trust first makes available the proof of claim forms and other claims materials required to file a claim with the Trust (the "Initial Claims Filing Date"), a claimant's position in the FIFO Processing Queue shall be determined as of the earliest of (i) the date prior

² For purposes of this sentence, "transmitted" is defined as the date/time postmarked if submitted by mail or the date/time uploaded if submitted electronically.

to September 16, 2002 (the “Petition Date”) that the specific claim was either filed against ACandS in the tort system or was actually submitted to ACandS pursuant to an administrative settlement agreement; (ii) the date before the Petition Date that the asbestos claim was filed against another defendant in the tort system if at the time the claim was subject to a tolling agreement with ACandS; (iii) the date after the Petition Date but before the Initial Claims Filing Date that the asbestos claim was filed against another defendant in the tort system; (iv) the date after the Petition Date but before the Effective Date that a proof of claim was filed by the claimant against ACandS in ACandS’s Chapter 11 proceeding; or (v) the date a ballot was submitted in ACandS’s Chapter 11 proceeding for purposes of voting to accept or reject the Plan in accordance with the voting procedures approved by the Bankruptcy Court.

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

5.1(a)(2) Effect of Statutes of Limitation and Repose. All unliquidated Trust Claims must meet either (i) for claims first filed in the tort system against ACandS prior to the Petition Date, the applicable federal, state or foreign statute of limitation and repose that was in effect at the time of the filing of the claim in the tort system, or (ii) for claims not filed against ACandS in the tort system prior to the Petition Date, the applicable federal, state or foreign statute of limitation that was in effect at the time of the filing with the Trust. However, the running of the relevant statute of limitation shall be tolled as of the earliest of (A) the actual filing of the claim against ACandS prior to the Petition Date, whether in the tort system or by submission of the claim to ACandS pursuant to an administrative settlement agreement; (B) the tolling of the claim against ACandS prior to the Petition Date by an agreement or otherwise, provided such tolling is still in effect on the Petition Date; or (C) the Petition Date.

If a Trust Claim meets any of the tolling provisions described in the preceding sentence and the claim was not barred by the applicable federal, state or foreign statute of limitation at the time of the tolling event, it shall be treated as timely filed if it is actually filed with the Trust within three (3) years after the Initial Claims Filing Date. In addition, any claims that were first diagnosed after the Petition Date irrespective of the application of any relevant federal, state or foreign statute of limitations or repose, must be filed with the Trust within three (3) years after the date of diagnosis or within three (3) years after the Initial Claims Filing Date, whichever occurs later, unless the applicable statute of limitations of the Claimant’s Jurisdiction, as defined in Section 5.3(b)(2) below, is longer than three (3) years, in which case the claim must be filed within the time period prescribed by the statute of limitations of the Claimant’s Jurisdiction in effect at the time of the filing with the Trust. However, the processing of any Trust Claim by the Trust may be deferred at the election of the claimant pursuant to Section 6.3 below.

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

5.1(c) Payment of Claims. Trust Claims that have been liquidated by the Expedited Review Process as provided in Section 5.3(a) below, by the Individual Review Process as provided in Section 5.3(b) below, by arbitration as provided in Section 5.10 below, or by litigation in the tort system provided in Section 5.11 below, shall be paid in FIFO order based on the date their liquidation became final (the “FIFO Payment Queue”), all such payments being subject to the applicable Payment Percentage, the Maximum Available Payment, and the Claims Payment Ratio, except as otherwise provided herein. Pre-Petition Liquidated Trust Claims, as defined in Section 5.2 below, shall be subject to the Payment Percentage limitations, but not to the Maximum Annual Payment, Maximum Available Payment and Claims Payment Ratio provisions set forth above.

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

redetermination provisions set forth in Section 4.3 above. For purposes of placement in the FIFO Payment Queue, the date of final liquidation shall be the date that the Trust receives evidence of said approval and acceptance.

If any claims are liquidated on the same date, the claimant's position in the FIFO Payment Queue shall be determined by the date of the diagnosis of the claimant's asbestos related disease. If any claims are liquidated on the same date and the respective holders' asbestos-related diseases were diagnosed on the same date, the position of those claims in the FIFO Payment Queue shall be determined by the Trust based on the dates of the claimants' birth, with older claimants given priority over younger claimants.

5.2 Resolution of Pre-Petition Liquidated Trust Claims. Immediately following the Effective Date, the Trust shall pay all Trust Claims that were liquidated prior to the Petition Date (collectively "Pre-Petition Liquidated Trust Claims"). Prior to the Effective Date, ACandS shall have delivered to the Trust a list of the Pre-Petition Liquidated Trust Claims, which list shall include the names of the payees, the names of the claimants, the social security numbers of the claimants, the disease levels of the claimants, the amounts due, and either the addresses to which the payments are to be transmitted or the wire transfer instructions for the payments. The Trust shall pay such claims immediately upon receipt of the Pre-Petition. Liquidated Trust Claim Funds, as defined in Section 2.4 above. The holders of the Pre-Petition Liquidated Trust Claims shall not be required to deliver any documentation to the Trust in order to receive payment. The amounts payable with respect to such claims shall not be subject to or taken into account in consideration of the Maximum Annual Payment, the Claims Payment Ratio or the Maximum Available Payment limitations, but shall be subject to the Payment Percentage provisions. If there is an increase in the amount of the Pre-Petition Liquidated Trust Claim Funds following the payment of the initial amounts; the Trust shall distribute the additional amounts to the claimants as expeditiously as possible in proportion to the amounts of the initial distributions.

5.3 Resolution of Unliquidated Trust Claims. Within six (6) months after the establishment of the Trust, the Trustee with the consent of the TAC and the Future Claimants' Representative shall adopt procedures for reviewing and liquidating all unliquidated Trust Claims, which shall include deadlines for processing such claims. Such procedures shall also require that claimants seeking resolution of unliquidated Trust Claims must first file a proof of claim form, together with the required supporting documentation, in accordance with the provisions of Sections 6.1 and 6.2 below. It is anticipated that the Trust shall provide an initial response to the claimant within six (6) months of receiving the proof of claim form.

The proof of claim form shall require the claimant to assert his or her claim for the highest Disease Level for which the claim qualifies at the time of filing. Irrespective of the Disease Level alleged on the proof of claim form, all claims shall be deemed to be a claim for the highest Disease Level for which the claim qualifies at the time of filing, and all lower Disease Levels for which the claim may also qualify at the time of filing or in the future shall be treated as subsumed into the higher Disease Level for both processing and payment purposes.

Upon a claimant's filing of a valid proof of claim form with the required supporting documentation, the claim shall be placed in the FIFO Processing Queue in accordance with the ordering criteria described in Section 5.1(a) above. The Trust shall provide the claimant with six (6) months notice of the date by which it expects to reach the claim in the FIFO Processing Queue, following which the claimant shall promptly (i) advise the Trust whether the claim should be liquidated under the Trust's Expedited Review Process described in Section 5.3(a) below or, in certain circumstances, under the Trust's Individual Review Process described in Section 5.3(b) below; (ii) provide the Trust with any additional medical and/or exposure evidence that was not provided with the original claim submission; and (iii) advise the Trust of any change in the claimant's Disease Level. If a claimant fails to respond to the Trust's notice prior to the reaching of the claim in the FIFO Processing Queue, the Trust shall process and liquidate the claim under the Expedited Review Process based upon the medical/exposure evidence previously submitted by the claimant, although the claimant shall retain the right to request Individual Review as described in Section 5.3(b) below.

5.3(a) Expedited Review Process.

5.3(a)(1) In General. The Trust's Expedited Review Process is designed primarily to provide an expeditious, efficient and inexpensive method for liquidating all Trust Claims (except those involving Lung Cancer 2 - Disease Level V and all Foreign Claims (as defined below), which shall only be liquidated pursuant to the Trust's Individual Review Process) where the claim can easily be verified by the Trust as meeting the presumptive Medical/Exposure Criteria for the relevant Disease Level. Expedited Review thus provides claimants with a substantially

less burdensome process for pursuing Trust Claims than does the Individual Review Process described in Section 5.3(b) below. Expedited Review is also intended to provide qualifying claimants a fixed and certain claims payment.

Thus, claims that undergo Expedited Review and meet the presumptive Medical/Exposure Criteria for the relevant Disease Level shall be paid the Scheduled Value for such Disease Level set forth in Section 5.3(a)(3) below. However, all claims liquidated by Expedited Review shall be subject to the applicable Payment Percentage, the Maximum Available Payment, and the Claims Payment Ratio limitations set forth herein. Claimants holding claims that cannot be liquidated by Expedited Review because they do not meet the presumptive Medical/Exposure Criteria for the relevant Disease Level may elect the Asbestos Trust’s Individual Review Process set forth in Section 5.3(b) below.

Subject to the provisions of Section 5.8, the claimant’s eligibility to receive the Scheduled Value for his or her Trust Claim pursuant to the Expedited Review Process shall be determined solely by reference to the Medical/Exposure Criteria set forth below for each of the Disease Levels eligible for Expedited Review.

5.3(a)(2) Claims Processing Under Expedited Review. All claimants seeking liquidation of their claims pursuant to Expedited Review shall file the Trust’s proof of claim form. As a proof of claim form is reached in the FIFO Processing Queue, the Trust shall determine whether the claim described therein meets the Medical/Exposure Criteria for one of the six Disease Levels eligible for Expedited Review, and shall advise the claimant of its determination. If a Disease Level is determined, the Trust shall tender to the claimant an offer of payment of the Scheduled Value for the relevant Disease Level multiplied by the applicable Payment Percentage, together with a form of release approved by the Trust. If the claimant accepts the Scheduled Value and returns the release properly executed, the claim shall be placed in the FIFO Payment Queue, following which the Trust shall disburse payment subject to the limitations of the Maximum Available Payment and Claims Payment Ratio, if any.

5.3(a)(3) Disease Levels, Scheduled Values and Medical/Exposure Criteria. The seven Disease Levels covered by this TDP, together with the Medical/Exposure Criteria for each and the Scheduled Values for the six Disease Levels eligible for Expedited Review, are set forth below. These Disease Levels, Scheduled Values, and Medical/Exposure Criteria shall apply to all Asbestos Trust Voting Claims filed with the Trust (except Pre-Petition Liquidated Trust Claims) on or before the Initial Claims Filing Date provided in Section 5.1 above for which the claimant elects the Expedited Review Process. Thereafter, for purposes of administering the Expedited Review Process and with the consent of the TAC and the Future Claimants’ Representative, the Trustee may add to, change or eliminate Disease Levels, Scheduled Values, or Medical/Exposure Criteria; develop subcategories of Disease Levels, Scheduled Values or Medical/Exposure Criteria; or determine that a novel or exceptional asbestos personal injury claim is compensable even though it does not meet the Medical/Exposure Criteria for any of the then current Disease Levels.

<u>Disease Level</u>	<u>Scheduled Value</u>	<u>Medical/Exposure Criteria</u>
Mesothelioma (Level VII)	\$150,000	(1) Diagnosis ³ of mesothelioma; and (2) credible evidence of ACandS Exposure (as defined in Section 5.7(b)(3) below).
Lung Cancer 1 (Level VI)	\$50,000	(1) Diagnosis of a primary lung cancer plus evidence of an underlying Bilateral Asbestos- Related Nonmalignant Disease ⁴ , (2) six months ACandS Exposure prior to December 31, 1982, (3) Significant Occupational Exposure to asbestos (as defined in Section 5.7(b)(2) below), and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the lung cancer in question.

³ The requirements for a diagnosis of an asbestos-related disease that may be compensated under the provisions of this TDP are set forth in Section 5.7 below.

⁴ Evidence of “Bilateral Asbestos-Related Nonmalignant Disease” for purposes of meeting the criteria for establishing Disease Levels I, IV, and VI, means either (i) a chest X-ray read by a qualified B reader of 1/0 or higher on the ILO scale

<u>Disease Level</u>	<u>Scheduled Value</u>	<u>Medical/Exposure Criteria</u>
Lung Cancer 2 (Level V)	None	<p>(1) Diagnosis of a primary lung cancer; (2) ACandS Exposure prior to December 31, 1982, and (3) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the lung cancer in question.</p> <p>Lung Cancer 2 (Level V) claims are claims that do not meet the more stringent medical and/or exposure requirements of Lung Cancer (Level VI) claims. All claims in this Disease Level shall be individually evaluated. The estimated likely average of the individual evaluation awards for this category is \$12,000, with such awards capped at \$50,000, unless the claim qualifies for Extraordinary Claim treatment (as described in Section 5.4(a) below).</p> <p>Level V claims that show no evidence of either an underlying Bilateral Asbestos-Related Nonmalignant Disease or Significant Occupational Exposure may be individually evaluated, although it is not expected that such claims shall be treated as having any significant value, especially if the claimant is also a Smoker.⁵ In any event, no presumption of validity shall be available for any claims in this category.</p>

or, (ii) (x) a chest X-ray read by a qualified B reader or other Qualified Physician, (y) a CT scan read by a Qualified Physician, or (z) pathology, in each case showing either bilateral interstitial fibrosis, bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification. Evidence submitted to demonstrate (i) or (ii) above must be in the form of a written report stating the results (e.g., an ILO report, a written radiology report or a pathology report). Solely for claims filed against ACandS or another asbestos defendant in the tort system prior to the Petition Date, if an ILO reading is not available, either (i) a chest X-ray or a CT scan read by a Qualified Physician or (ii) pathology, in each case, showing bilateral interstitial fibrosis, bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification consistent with, or compatible with, a diagnosis of asbestos-related disease shall be evidence of Bilateral Asbestos-Related Nonmalignant Disease for purposes of meeting the presumptive medical requirements of Disease Levels I, IV and VI. Pathological proof of asbestosis may be based on the pathological grading system for asbestosis described in the Special Issue of the Archives of Pathology and Laboratory Medicine, “Asbestos-associated Diseases,” Vol. 106, No. 11, App. 3 (October 8, 1982). For all purposes of this TDP, a “Qualified Physician” is a physician who is board-certified (or in the case of Canadian claims or Foreign Claims, a physician who is certified or qualified under comparable medical standards or criteria of the jurisdiction in question) in one or more relevant specialized fields of medicine such as pulmonology, radiology, internal medicine or occupational medicine; provided, however, subject to the provisions of Section 5.8, that the requirement for board certification in this provision shall not apply to otherwise qualified physicians whose X-ray and/or CT scan readings are submitted for deceased holders of Trust Claims.

⁵ There is no distinction between Non-Smokers and Smokers for either Lung Cancer 1 (Level VI) or Lung Cancer 2 (Level V), although a claimant who meets the more stringent requirements of Lung Cancer 1 (Level VI) (evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease plus Significant Occupational Exposure), and who is also a Non-Smoker, may wish to have his or her claim individually evaluated by the Trust. In such a case, absent circumstances that would otherwise reduce the value of the claim, it is anticipated that the liquidated value of the claim might well exceed the \$50,000 Scheduled Value for Lung Cancer 1 (Level VI) shown above. “Non-Smoker” means a claimant who either (a) never smoked or (b) has not smoked during any portion of the twelve (12) years immediately prior to the diagnosis of the lung cancer.

<u>Disease Level</u>	<u>Scheduled Value</u>	<u>Medical/Exposure Criteria</u>
Other Cancer (Level IV)	\$14,000	(1) Diagnosis of a primary colorectal, laryngeal, esophageal, pharyngeal, or stomach cancer, plus evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease, (2) six months ACandS Exposure prior to December 31, 1982, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the Other cancer in question.
Severe Asbestosis (Level III)	\$40,000	(1) Diagnosis of asbestosis with ILO of 2/1 or greater, or asbestosis determined by pathological evidence of asbestos, plus (a) TLC less than 65%, or (b) FVC less than 65% and FEV1/FVC ratio greater than 65%, (2) six months ACandS Exposure prior to December 31, 1982, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the pulmonary disease in question.
Asbestosis/Pleural Disease (Level II)	\$7,500	(1) Diagnosis of Bilateral Asbestos-Related Nonmalignant Disease, plus (a) TLC less than 80%, or (b) FVC less than 80% and FEV1/FVC ratio greater than or equal to 65%, and (2) six months ACandS Exposure prior to December 31, 1982, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the pulmonary disease in question.
Asbestosis/Pleural Disease (Level I)	\$3,000	(1) Diagnosis of a Bilateral Asbestos-Related Nonmalignant Disease, and (2) six months ACandS Exposure prior to December 31, 1982, and (3) five years cumulative occupational exposure to asbestos.

5.3(b) Individual Review Process.

5.3(b)(1) In General. Subject to the provisions set forth below, an ACandS claimant may elect to have his or her Trust Claim reviewed for purposes of determining whether the claim would be compensable in the tort system even though it does not meet the presumptive Medical/Exposure Criteria for any of the Disease Levels set forth in Section 5.3(a)(3) above. In addition or alternatively, a claimant holding a Trust Claim involving Disease Levels III, IV, VI or VII may elect to have a claim undergo the Individual Review Process for purposes of determining whether the liquidated value of the claim exceeds the Scheduled Value for the relevant Disease Level also set forth in said provision. However, until such time as the Trust has made an offer on a claim pursuant to Individual Review, the claimant may change his or her Individual Review election and have the claim liquidated pursuant to the Trust’s Expedited Review Process. In the event of such a change in the processing election, the claimant shall nevertheless retain his or her place in the FIFO Processing Queue.

The liquidated value of all Foreign Claims payable under this TDP shall be established only under the Trust’s Individual Review Process. Because Trust Claims of individuals exposed in Canada who were resident in Canada when such claims were filed were routinely litigated and resolved in the courts of the United States, and because the resolution history of these claims has been included in developing the Expedited Review Process, such claims shall not be considered Foreign Claims hereunder and shall be eligible for liquidation under the Expedited Review Process. Accordingly, a “Foreign Claim” is a Trust Claim with respect to which the claimant’s exposure to an asbestos-containing product for

which ACandS has legal responsibility occurred outside of the United States and its Territories and Possessions, and outside of the Provinces and Territories of Canada.

In reviewing Foreign Claims, the Trust shall take into account all relevant procedural and substantive legal rules to which the claims would be subject in the Claimant's Jurisdiction as defined in Section 5.3 below. The Trust shall determine the liquidated value of Foreign Claims based on historical settlements and verdicts in the Claimant's Jurisdiction as well as the other valuation factors set forth in Section 5.3(b)(2) below.

For purposes of the Individual Review Process for Foreign Claims, the Trustee, with the consent of the TAC and the Future Claimants' Representative, may develop separate Medical/Exposure Criteria and standards, as well as separate requirements for physician and other professional qualifications, which shall be applicable to all Foreign Claims channeled to the Trust; provided however, that such criteria, standards or requirements shall not effectuate substantive changes to the claims eligibility requirements under this TDP, but rather shall be made only for the purpose of adapting those requirements to the particular licensing provisions and/or medical customs or practices of the foreign country in question.

At such time as the Trust has sufficient historical settlement, verdict and other valuation data for claims from a particular foreign jurisdiction, the Trustee, with the consent of the TAC and the Future Claimants' Representative, may also establish a separate valuation matrix for any such Foreign Claims based on that data.

5.3(b)(1)(A) Review of Medical/Exposure Criteria. The Trust's Individual Review Process provides a claimant with an opportunity for individual consideration and evaluation of a Trust Claim that fails to meet the presumptive Medical/Exposure Criteria for Disease Levels I – IV, VI or VII. In such a case, the Trust shall either deny the claim, or, if the Trust is satisfied that the claimant has presented a claim that would be cognizable and valid in the tort system, the Trust can offer the claimant a liquidated value amount up to the Scheduled Value for that Disease Level.

5.3(b)(1)(B) Review of Liquidated Value. Claimants holding claims in the five more serious Disease Levels III – VII shall also be eligible to seek Individual Review of the liquidated value of their claims, as well as of their medical/exposure evidence. The Individual Review Process is intended to result in payments equal to the full liquidated value for each claim multiplied by the applicable Payment Percentage; however, the liquidated value of any Trust Claim that undergoes Individual Review may be determined to be less than the Scheduled Value the claimant would have received under Expedited Review. Moreover, the liquidated value for a claim involving Disease Levels III – VII shall not exceed the Maximum Value for the relevant Disease Level set forth in Section 5.3(b)(3) below, unless the claim meets the requirements of an Extraordinary Claim described in Section 5.4(a) below, in which case its liquidated value cannot exceed the extraordinary maximum value set forth in that provision for such claims. Because the detailed examination and valuation process pursuant to Individual Review requires substantial time and effort, claimants electing to undergo the Individual Review Process may be paid the liquidated value of their Trust Claims later than would have been the case had the claimant elected the Expedited Review Process. Subject to the provisions of Section 5.8, the Trust shall devote reasonable resources to the review of all claims to ensure that there is a reasonable balance maintained in reviewing all classes of claims.

5.3(b)(2) Valuation Factors to be Considered in Individual Review. The Trust shall liquidate the value of each Asbestos Trust Claim that undergoes Individual Review based on the historic liquidated values of other similarly situated claims in the tort system for the same Disease Level. The Trust shall thus take into consideration all of the factors that affect the severity of damages and values within the tort system including, but not limited to credible evidence of (i) the degree to which the characteristics of a claim differ from the presumptive Medical/Exposure Criteria for the Disease Level in question; (ii) factors such as the claimant's age, disability, employment status, disruption of household, family or recreational activities, dependencies, special damages, and pain and suffering; (iii) whether the claimant's damages were (or were not) caused by asbestos exposure, including exposure to an asbestos containing product for which ACandS has legal responsibility prior to December 31, 1982 (for example, alternative causes, and the strength of documentation of injuries); (iv) the industry of exposure; and (v) settlements, verdicts, and the claimant's and other law firms' experiences and verdict histories in the Claimant's Jurisdiction for similarly situated claims.

For these purposes, the "Claimant's Jurisdiction" is the jurisdiction in which the claim was filed (if at all) against ACandS in the tort system prior to the Petition Date. If the claim was not filed against ACandS in the tort system prior to the Petition Date, the claimant may elect as the Claimant's Jurisdiction either (i) the jurisdiction in which the claimant

resides at the time of diagnosis or when the claim is filed with the Trust; or (ii) a jurisdiction in which the claimant experienced exposure to an asbestos-containing product for which ACandS has legal responsibility.

With respect to the “Claimant’s Jurisdiction” in the event a personal representative or authorized agent makes a claim under this TDP for wrongful death with respect to which the governing law of the Claimant’s Jurisdiction could only be the Alabama Wrongful Death Statute, the Claimant’s Jurisdiction for such claim shall be the Commonwealth of Pennsylvania, and such claimant’s damages shall be determined pursuant to the statutory and common laws of the Commonwealth of Pennsylvania without regard to its choice of law principles. The choice of law provision in Section 7.4 below applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant’s Jurisdiction pursuant to this Section 5.3(b)(2) is determined to be the Alabama Wrongful Death Statute, shall only govern the rights between the Trust and the claimant, and, to the extent the Trust seeks recovery from any entity that provided insurance coverage to ACandS, the Alabama Wrongful Death Statute shall govern.

5.3(b)(3) Scheduled, Average and Maximum Values. The Scheduled, Average and Maximum Values for the claims involving Disease Levels I – VII are the following:

<u>Scheduled Disease</u>	<u>Scheduled Value</u>	<u>Average Value</u>	<u>Maximum Value</u>
Mesothelioma (Level VII)	\$150,000	\$180,200	\$550,000
Lung Cancer 1 (Level VI)	\$50,000	\$50,500	\$125,000
Lung Cancer 2 (Level V)	None	\$10,120	\$50,000
Other Cancer (Level IV)	\$14,000	\$14,100	\$50,000
Severe Asbestosis (Level III)	\$40,000	\$40,100	\$100,000
Asbestosis/Pleural Disease (Level II)	\$7,500	None	None
Asbestosis/Pleural Disease (Level I)	\$3,000	None	None

These Scheduled Values, Average Values and Maximum Values shall apply to all Asbestos Trust Voting Claims other than Pre-Petition Liquidated Trust Claims filed with the Trust on or before the Initial Claims Filing Date as provided in Section 5.1 above. Thereafter, the Trustee, with the consent of the TAC and the Future Claimants’ Representative pursuant to Sections 6.7(b) and 7.7(b) of the Trust Agreement, may change these valuation amounts for good cause and consistent with other restrictions on the amendment power. In addition, the Trust annually shall adjust the Scheduled Value, Average Value and Maximum Value amounts by 1% to account for inflation. Each time such Scheduled Values, Average Values and Maximum Values are increased in accordance therewith, such values shall be deemed to be the Scheduled Values, Average Values and Maximum Values for all purposes of this TDP.

5.4 Categorizing Claims as Extraordinary and/or Exigent Hardship.

5.4(a) Extraordinary Claims. An “Extraordinary Claim” is a Trust Claim that otherwise satisfies the Medical Criteria for Disease Levels III – VII, and that is held by a claimant whose exposure to asbestos was at least 75% the result of exposure to asbestos containing products for which ACandS has legal responsibility and there is little likelihood of a substantial recovery elsewhere. All such Extraordinary Claims shall be presented for Individual Review and, if valid, shall be entitled to an award of up to an extraordinary maximum value of five (5) times the Scheduled Value set forth in Section 5.3(b)(3) for claims qualifying for Disease Levels III, IV, VI and VII, and five (5) times the Average Value for claims in Disease Level V, multiplied by the applicable Payment Percentage.

Any dispute as to Extraordinary Claim status shall be submitted to a special Extraordinary Claims Panel established by the Trust with the consent of the TAC and the Future Claimants’ Representative. All decisions of the Extraordinary Claims Panel shall be final and not subject to any further administrative or judicial review. An Extraordinary Claim, following its liquidation, shall be placed in the Trust’s FIFO Payment Queue ahead of all other Trust Claims except

Pre-Petition Liquidated Trust Claims and Exigent Hardship Claims, which shall be paid first in that order in said Queue, based on its date of liquidation, subject to the Maximum Available Payment and Claims Payment Ratio described above.

5.4(b) Exigent Hardship Claims. At any time the Trust may liquidate and pay Trust Claims that qualify as Exigent Hardship Claims as defined below. Such claims may be considered separately no matter what the order of processing otherwise would have been under this TDP. An Exigent Hardship Claim, following its liquidation, shall be placed first in the FIFO Payment Queue ahead of all other liquidated Trust Claims except Pre-Petition Liquidated Trust Claims, subject to the applicable Payment Percentage, the Maximum Available Payment and the Claims Payment Ratio described above. A Trust Claim qualifies for payment as an Exigent Hardship Claim if the claim meets the Medical/Exposure Criteria for Severe Asbestosis (Disease Level III) or an asbestos-related malignancy (Disease Levels IV – VII), and the Trust, in its sole discretion, determines (i) that the claimant needs financial assistance on an immediate basis based on the claimant’s expenses and all sources of available income, and (ii) that there is a causal connection between the claimant’s dire financial condition and the claimant’s asbestos-related disease.

5.5 Secondary Exposure Claims. If a claimant alleges an asbestos-related disease resulting solely from exposure to an occupationally exposed person, such as a family member, the claimant may seek either Expedited Review or Individual Review of his or her claim. In either case, the claimant must establish that the occupationally exposed person would have met the exposure requirements under this TDP that would have been applicable had that person filed a direct claim against the Trust. In addition, the claimant with secondary exposure must establish that he or she is suffering from one of the seven Disease Levels described in Section 5.3(a)(3) above or an asbestos-related disease otherwise compensable under this TDP, that his or her own exposure to the occupationally exposed person occurred within the same time frame as the occupationally exposed person was exposed to asbestos products for which ACandS is legally responsible, and that such secondary exposure was a cause of the claimed disease. All other liquidation and payment rights and limitations under this TDP shall be applicable to such claims.

5.6 Indirect Asbestos Claims. Indirect Asbestos Claims asserted against the Trust shall be treated as presumptively valid and paid by the Trust subject to the applicable Payment Percentage if (a) such claim satisfied the requirements of the Bar Date for such claims established by the Bankruptcy Court, if applicable, and is not otherwise disallowed by Section 502(e) of the Code or subordinated under Section 509(c) of the Code, and (b) the holder of such claim (the “Indirect Claimant”) establishes to the satisfaction of the Trustee that (i) the Indirect Claimant has paid in full the existing liability and obligation of the Trust to the individual claimant to whom the Trust would otherwise have had a liability or obligation under these Procedures (the “Direct Claimant”), (ii) the Direct Claimant and the Indirect Claimant have forever and fully released the Trust from all liability to the Direct Claimant with respect to the Trust Claim satisfied by the Indirect Claimant, and (iii) the claim is not otherwise barred by a statute of limitation or repose or by other applicable law. In no event shall any Indirect Claimant have any rights against the Trust superior to the rights of the related Direct Claimant against the Trust, including any rights with respect to the timing, amount or manner of payment. In addition, no Indirect Claim may be liquidated and paid in an amount that exceeds what the Indirect Claimant has actually paid the related Direct Claimant.

To establish a presumptively valid Indirect Asbestos Claim, the Indirect Claimant’s aggregate liability for the Direct Claimant’s claim must also have been fixed, liquidated and paid fully by the Indirect Claimant by settlement (with an appropriate full release in favor of the Trust) or a Final Order (as defined in the Plan) provided that such claim is valid under the applicable state law. In any case where the Indirect Claimant has satisfied the claim of a Direct Claimant against the Trust under applicable law by way of a settlement, the Indirect Claimant shall obtain for the benefit of the Trust a release in form and substance satisfactory to the Trustee.

If an Indirect Claimant cannot meet the presumptive requirements set forth above, including the requirement that the Indirect Claimant provide the Trust with a full release of the Direct Claimant’s claim, the Indirect Claimant may request that the Trust review the Indirect Asbestos Claim individually to determine whether the Indirect Claimant can establish under applicable state law that the Indirect Claimant has paid all or a portion of a liability or obligation that the Trust had to the Direct Claimant as of the Effective Date of this TDP. If the Indirect Claimant can show that it has paid all or a portion of such a liability or obligation, the Trust shall reimburse the Indirect Claimant the amount of the liability or obligation so paid, times the then applicable Payment Percentage. However, in no event shall such reimbursement to the Indirect Claimant be greater than the amount to which the Direct Claimant would have otherwise been entitled. Further, the liquidated value of any Indirect Asbestos Claim paid by the Trust to an Indirect Claimant shall be treated as an offset

to or reduction of the full liquidated value of any Trust Claim. that might be subsequently asserted by the Direct Claimant against the Trust.

Any dispute between the Trust and an Indirect Claimant over whether the Indirect Claimant has a right to reimbursement for any amount paid to a Direct Claimant shall be subject to the ADR Procedures provided in Section 5.10 below. If such dispute is not resolved by said ADR Procedures, the Indirect Claimant may litigate the dispute in the tort system pursuant to Sections 5.11 and 7.6 below.

The Trustee may develop and approve a separate proof of claim form for Indirect Asbestos Claims. Indirect Asbestos Claims that have not been disallowed, discharged, or otherwise resolved by prior order of the Bankruptcy Court shall be processed in accordance with procedures to be developed and implemented by the Trustee, consistent with the provisions of this Section 5.6, which procedures (a) shall determine the validity, allowability and enforceability of such claims; and (b) shall otherwise provide the same liquidation and payment procedures and rights to the holders of such claims as the Trust would have afforded the holders of the underlying valid Trust Claims. Nothing in this TDP is intended to preclude a trust to which asbestos-related liabilities are channeled from asserting an Indirect Asbestos Claim against the Trust subject to the requirements set forth herein.

5.7 Evidentiary Requirements.

5.7(a) Medical Evidence.

5.7(a)(1) In General. All diagnoses of a Disease Level shall be accompanied by either (i) a statement by the physician providing the diagnosis that at least 10 years have elapsed between the date of first exposure to asbestos or asbestos-containing products and the diagnosis, or (ii) a history of the claimant's exposure sufficient to establish a 10-year latency period. A finding by a physician after the Effective Date that a claimant's disease is "consistent with" or "compatible with" asbestosis shall not alone be treated by the Trust as a diagnosis.⁶

5.7(a)(1)(A) Disease Levels I – III. Except for asbestos claims filed against ACandS or any other defendant in the tort system prior to the Petition Date, all diagnoses of a non-malignant asbestos-related disease (Disease Levels I – III) shall be based in the case of a claimant who was living at the time the claim was filed, upon a physical examination of the claimant by the physician providing the diagnosis of the asbestos-related disease. All living claimants must also provide (i) for Disease Levels I – II, evidence of Bilateral Asbestos-Related Nonmalignant Disease (as defined in Footnote 3 above); (ii) for Disease Level III, an ILO reading of 2/1 or greater or pathological evidence of asbestosis, and (iii) for Disease Levels II and III, pulmonary function testing.⁷

In the case of a claimant who was deceased at the time the claim was filed, all diagnoses of a non-malignant asbestos-related disease (Disease Levels I – III) shall be based upon either (i) a physical examination of the claimant by the physician providing the diagnosis of the asbestos related disease; or (ii) pathological evidence of the non-malignant asbestos-related disease; or (iii) in the case of Disease Levels I – II, evidence of Bilateral Asbestos-Related Nonmalignant

⁶ All diagnoses of Asbestosis/Pleural Disease (Disease Levels I and II) not based on pathology shall be presumed to be based on findings of bilateral asbestosis or pleural disease, and all diagnoses of Mesothelioma (Disease Level VII) shall be presumed to be based on findings that the disease involves a malignancy. However, the Trust may refute such presumptions.

⁷ "Pulmonary Function Testing" or "PFT" shall mean testing that is in material compliance with the quality criteria established by the American Thoracic Society ("ATS") and is performed on equipment which is in material compliance with ATS standards for technical quality and calibration. PFT performed in a hospital accredited by the JCAHO, or performed, reviewed or supervised by a board certified pulmonologist or other Qualified Physician shall be presumed to comply with ATS standards, and the claimant may submit a summary report of the testing. If the PFT was not performed in a JCAHO-accredited hospital, or performed, reviewed or supervised by a board certified pulmonologist or other Qualified Physician, the claimant must submit the full report of the testing (as opposed to a summary report); provided however that if the PFT was conducted prior to the Effective Date of the Plan, and the full PFT report is not available, the claimant must submit a declaration signed by a Qualified Physician or other qualified party in the form provided by the Trust certifying that the PFT was conducted in material compliance with the ATS standards.

Disease (as defined in Footnote 3 above), and for Disease Level III, either an ILO reading of 2/1 or greater or pathological evidence of asbestosis; and (iv) for either Disease Level II or III, pulmonary function testing.

5.7(a)(1)(B) Disease Levels IV – VII. All diagnoses of an asbestos-related malignancy (Disease Levels IV – VII) shall be based upon either (i) a physical examination of the claimant by the physician providing the diagnosis of the asbestos-related disease, or (ii) on a diagnosis of such a malignant Disease Level by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations (“JCAHO”).

5.7(a)(1)(C) Exception to the Exception for Certain Pre-Petition Claims. If the holder of a Trust Claim that was filed against ACandS or any other defendant in the tort system prior to the Petition Date has available a report of a diagnosing physician, engaged by the holder or his or her law firm, who conducted a physical examination of the holder as described in Section 5.7(a)(1)(A), or if the holder has filed such medical evidence and/or a diagnosis of the asbestos-related disease by a physician not engaged by the holder or his or her law firm who conducted a physical examination of the holder with another asbestos-related personal injury settlement trust that requires such evidence, without regard to whether the claimant or the law firm engaged the diagnosing physician, the holder shall provide such medical evidence to the Trust notwithstanding the exception in Section 5.7(a)(1)(A).

5.7(a)(2) Credibility of Medical Evidence. Before making any payment to a claimant, the Trust must have reasonable confidence that the medical evidence provided in support of the claim is credible and consistent with recognized medical standards. The Trust may require the submission of X-rays, CT scans, detailed results of pulmonary function tests, laboratory tests, tissue samples, results of medical examination or reviews of other medical evidence, and may require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods and procedures to assure that such evidence is reliable. Medical evidence (i) that is of a kind shown to have been received in evidence by a state or federal judge at trial, (ii) that is consistent with evidence submitted to ACandS to settle for payment similar disease cases prior to ACandS’s bankruptcy, or (iii) that is a diagnosis by a physician shown to have previously qualified as a medical expert with respect to the asbestos related disease in question before a state or federal judge, is presumptively reliable, although the Trust may seek to rebut the presumption.

In addition, claimants who otherwise meet the requirements of this TDP for payment of a Trust Claim shall be paid irrespective of the results in any litigation at any time between the claimant and any other defendant in the tort system. However, any relevant evidence submitted in a proceeding in the tort system involving another defendant, other than any findings of fact, a verdict, or a judgment, may be introduced by either the claimant or the Trust in any Individual Review proceeding conducted pursuant to Section 5.3(b) or any Extraordinary Claim proceeding conducted pursuant to Section 5.4(a).

5.7(b) Exposure Evidence.

5.7(b)(1) In General. As set forth in Section 5.3(a)(3) above, to qualify for any Disease Level, the claimant must demonstrate a minimum exposure to an asbestos containing product for which ACandS has legal responsibility. Claims based on conspiracy theories that involve no exposure to an asbestos-containing product for which ACandS has legal responsibility are not compensable under this TDP. To meet the presumptive exposure requirements of Expedited Review set forth in Section 5.3(a)(3) above, the claimant must show (i) for all Disease Levels, ACandS Exposure as defined in Section 5.7(b)(3) below prior to December 31, 1982; (ii) for Asbestos/Pleural Disease Level I, six months ACandS Exposure prior to December 31, 1982, plus five years cumulative occupational asbestos exposure; and (iii) for Asbestosis/Pleural Disease (Disease Level II), Severe Asbestosis (Disease Level III), Other Cancer (Disease Level IV) or Lung Cancer 1 (Disease Level VI), the claimant must show six months ACandS Exposure prior to December 31, 1982, plus Significant Occupational Exposure to asbestos as defined in Section 5.7(b)(2) below. If the claimant cannot meet the relevant presumptive exposure requirements for a Disease Level eligible for Expedited Review, the claimant may seek Individual Review, pursuant to Section 5.3(b) above, of his or her claim based on exposure to an asbestos-containing product for which ACandS has legal responsibility.

5.7(b)(2) Significant Occupational Exposure. “Significant Occupational Exposure” means employment for a cumulative period of at least five years, with a minimum of two years prior to December 31, 1982, in an industry and an occupation in which the claimant (a) handled raw asbestos fibers on a regular basis; (b) fabricated asbestos-containing products so that the claimant in the fabrication process was exposed on a regular basis to

raw asbestos fibers; (c) altered, repaired or otherwise worked with an asbestos-containing product such that the claimant was exposed on a regular basis to asbestos fibers; or (d) was employed in an industry and occupation such that the claimant worked on a regular basis in close proximity to workers engaged in the activities described in (a), (b) and/or (c).

5.7(b)(3) ACandS Exposure. The claimant must demonstrate meaningful and credible exposure prior to December 31, 1982, to asbestos or asbestos-containing products for which ACandS has legal responsibility (“ACandS Exposure”). That meaningful and credible exposure evidence may be established by an affidavit or sworn statement of the claimant, by an affidavit or sworn statement of a co-worker or by an affidavit or sworn statement of a family member in the case of a deceased claimant (providing the Trust finds such evidence reasonably reliable), by invoices, employment, construction or similar records, by interrogatory answers, sworn work histories or depositions, or by other credible evidence. The specific exposure information required by the Trust to process a claim under either Expedited or Individual Review shall be set forth on the proof of claim form to be used by the Trust. The Trust can also require submission of other or additional evidence of exposure when it deems such to be necessary.

Evidence submitted to establish proof of ACandS Exposure is for the sole benefit of the Trust, not third parties or defendants in the tort system. The Trust has no need for, and therefore claimants are not required to furnish the Trust with, evidence of exposure to specific asbestos products other than those for which ACandS has legal responsibility, except to the extent such evidence is required elsewhere in this TDP. Similarly, failure to identify ACandS products in the claimant’s underlying tort action, or to other bankruptcy trusts, does not preclude the claimant from recovering from the Trust, provided the claimant otherwise satisfies the medical and exposure requirements of this TDP.

5.8 Claims Audit Program. The Trustee, with the consent of the TAC and the Future Claimants’ Representative, may develop methods for auditing the reliability of medical evidence, including additional reading of X-rays, CT scans and verification of pulmonary function tests, as well as the reliability of evidence of ACandS Exposure. In the event that the Trust reasonably determines that any individual or entity has engaged in a pattern or practice of providing unreliable medical evidence to the Trust, to any other asbestos settlement trust or in connection with any court proceeding, it may decline to accept additional evidence from such provider in the future.

Further, in the event that an audit reveals that fraudulent information has been provided to the Trust, the Trust may penalize any claimant or claimant’s attorney by disallowing the Trust Claim and/or by other means including, but not limited to, requiring the source of the fraudulent information to pay the costs associated with the audit and any future audit or audits, reordering the priority of payment of all affected claimants’ Trust Claims, raising the level of scrutiny of additional information submitted from the same source or sources, refusing to accept additional evidence from the same source or sources, seeking the prosecution of the claimant or claimant’s attorney for presenting a fraudulent claim in violation of 18 U.S.C. § 152, and seeking sanctions from the Bankruptcy Court.

5.9 Second Disease (Malignancy) Claims. The holder of a Trust Claim involving a non-malignant asbestos-related disease (Disease Levels I through III) (including the holder of a Pre-Petition Liquidated Trust Claim involving such a disease) may assert a new Trust Claim against the Trust for a malignant disease (Disease Levels IV – VII) that is subsequently diagnosed. Any additional payments to which such claimant may be entitled with respect to such malignant asbestos-related disease shall not be reduced by the amount paid for the nonmalignant asbestos-related disease, provided that the malignant disease had not been diagnosed at the time the claimant was paid with respect to his or her original claim involving the nonmalignant disease.

5.10 Arbitration.

5.10(a) Establishment of ADR Procedures. The Trust, with the consent of the TAC and the Future Claimants’ Representative, shall institute binding and non-binding arbitration procedures in accordance with the ADR Procedures, as defined in Section 2.2 above, for resolving disputes concerning Pre-Petition Liquidated Trust Claims, whether the Trust’s outright rejection or denial of a claim was proper, or whether the claimant’s medical condition or exposure history meets the requirements of this TDP for purposes of categorizing a claim involving Disease Levels I – VII. Binding and non-binding arbitration shall also be available for resolving disputes over the liquidated value of a claim involving Disease Levels III – VII as well as disputes in respect of Pre-Petition Liquidated Trust Claims described in Section 5.2 above and disputes over the validity of an Indirect Asbestos Claim.

In all arbitrations, the arbitrator shall consider the same medical and exposure evidentiary requirements that are set forth in Section 5.7 above. In the case of an arbitration involving the liquidated value of a claim involving Disease Levels III – VII, the arbitrator shall consider the same valuation factors that are set forth in Section 5.3(b)(2) above. With respect to all claims eligible for arbitration, the claimant, but not the Trust, may elect either non-binding or binding arbitration. The ADR Procedures may be modified by the Trust with the consent of the TAC and the Future Claimants’ Representative.

5.10(b) Claims Eligible for Arbitration. In order to be eligible for arbitration, the claimant must first complete the Individual Review Process with respect to the disputed issue as well as either the pro bono evaluation or the mediation process to be set forth in the ADR Procedures. Individual Review shall be treated as completed for these purposes when the claim has been individually reviewed by the Trust, the Trust has made an offer on the claim, the claimant has rejected the liquidated value resulting from the Individual Review, and the claimant has notified the Trust of the rejection in writing. Individual Review shall also be treated as completed if the Trust has rejected the claim.

5.10(c) Limitations on and Payment of Arbitration Awards. In the case of a non-Extraordinary Claim involving Disease Levels III – VII, the arbitrator shall not return an award in excess of the Maximum Value for the appropriate Disease Level as set forth in Section 5.3(a)(3) above, and for an Extraordinary Claim involving one of those Disease Levels, the arbitrator shall not return an award greater than the extraordinary maximum value for such a claim as set forth in Section 5.4(a) above. For claims involving Disease Levels I – II, the arbitrator shall not award more than the Scheduled Value for such claims. A claimant who submits to arbitration and who accepts the arbitral award shall receive payments in the same manner as one who accepts the Trust’s original valuation of the claim.

5.11 Litigation. Claimants who elect non-binding arbitration and then reject their arbitral awards retain the right to institute a lawsuit in the tort system against the Trust pursuant to Section 7.6 below. However, a claimant shall be eligible for payment of a judgment for monetary damages obtained in the tort system from the Trust’s available cash only as provided in Section 7.7 below.

SECTION 6

Claims Materials

6.1 Claims Materials. The Trust shall prepare suitable and efficient claims materials (“Claims Materials”) for all Trust Claims, and shall provide such Claims Materials upon a written request for such materials to the Trust. The proof of claim form to be submitted to the Trust shall require the claimant to assert the highest Disease Level for which the claim qualifies at the time of filing. The proof of claim form shall also include a certification by the claimant or his or her attorney sufficient to meet the requirements of Rule 11(b) of the Federal Rules of Civil Procedure. In developing its claim filing procedures, the Trust shall make every effort to provide claimants with the opportunity to utilize currently available technology at their discretion, including filing claims and supporting documentation over the internet and electronically by disk or CD-rom. The proof of claim form to be used by the Trust shall be developed by the Trust and submitted to the TAC and the Future Claimants’ Representative for approval; it may be changed by the Trust with the consent of the TAC and the Future Claimants’ Representative.

6.2 Content of Claims Materials. The Claims Materials shall include a copy of this TDP, such instructions as the Trustee shall approve, and a detailed proof of claim form. If feasible, the forms used by the Trust to obtain claims information shall be the same or substantially similar to those used by other asbestos claims resolution organizations. If requested by the claimant, the Trust shall accept information provided electronically. The claimant may, but shall not be required to, provide the Trust with evidence of recovery from other asbestos defendants and claims resolution organizations.

6.3 Withdrawal or Deferral of Claims. A claimant can withdraw a Trust Claim at any time upon written notice to the Trust and file another claim subsequently without affecting the status of the claim for statute of limitation purposes, but any such claim filed after withdrawal shall be given a place in the FIFO Processing Queue based on the date of such subsequent filing. A claimant can also request that the processing of his or her Trust Claim by the Trust be deferred for a period not to exceed three (3) years without affecting the status of the claim for statute of limitation purposes, in which case the claimant shall also retain his or her original place in the FIFO Processing Queue. During the periods of such withdrawal and/or deferral, a sequencing adjustment on such claimant’s Trust Claim as provided in Section 7.5

hereunder shall not accrue and payment thereof shall be deemed waived by the claimant. Except for Trust Claims held by representatives of deceased or incompetent claimants for which court or probate approval of the Trust's offer is required, or a Trust Claim for which deferral status has been granted, a claim shall be deemed to have been withdrawn if the claimant neither accepts, rejects, nor initiates arbitration within one (1) year of the Trust's written offer of payment or within six (6) months of the Trust's rejection of the claim. Upon written request and good cause, the Trust may extend the deferral or withdrawal period for an additional six (6) months.

6.4 Filing Requirements and Fees. The Trustee shall have the discretion to determine, with the consent of the TAC and the Futures Claimants' Representative, (a) whether a claimant must have previously filed an asbestos-related personal injury claim in the tort system to be eligible to file the claim with the Trust and (b) whether a filing fee should be required for any Trust Claims.

6.5 Confidentiality of Claimants' Submissions. All submissions to the Trust by a holder of a Trust Claim or a proof of claim form and materials related thereto shall be treated as made in the course of settlement discussions between the holder and the Trust and intended by the parties to be confidential and to be protected by all applicable state and federal privileges, including, but not limited to, those directly applicable to settlement discussions. The Trust will preserve the confidentiality of such claimant submissions, and shall disclose the contents thereof only, with the permission of the holder, to another trust established for the benefit of asbestos personal injury claimants pursuant to section 524(g) of the Bankruptcy Code or other applicable law, to such other persons as authorized by the holder, or in response to a valid subpoena of such materials issued by the Bankruptcy Court, a Delaware State Court or the United States District Court for the District of Delaware. Furthermore, the Trust shall provide counsel for the holder a copy of any such subpoena immediately upon being served. The Trust shall on its own initiative or upon request of the claimant in question take all necessary and appropriate steps to preserve said privilege before the Bankruptcy Court, a Delaware State Court or the United States District Court for the District of Delaware and before those courts having appellate jurisdiction related thereto. Nothing in the TDP, the Plan, or the Trust Agreement expands, limits or impairs the obligation under applicable law of a claimant to respond fully to lawful discovery in an underlying civil action regarding his or her submission of factual information to the Trust for the purpose of obtaining compensation for asbestos-related injuries from the Trust.

SECTION 7

General Guidelines for Liquidating and Paving Claims

7.1 Showing Required. To establish a valid Trust Claim, a claimant must meet the requirements set forth in this TDP. The Trust may require the submission of X-rays, CT scans, laboratory tests, medical examinations or reviews, other medical evidence, or any other evidence to support or verify the Trust Claim, and may further require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods, and procedures to assure that such evidence is reliable.

7.2 Costs Considered. Notwithstanding any provisions of this TDP to the contrary, the Trustee shall always give appropriate consideration to the cost of investigating and uncovering invalid Trust Claims so that the payment of valid Trust Claims is not further impaired by such processes with respect to issues related to the validity of the medical evidence supporting a Trust Claim. The Trustee shall also have the latitude to make judgments regarding the amount of transaction costs to be expended by the Trust so that valid Trust Claims are not unduly further impaired by the costs of additional investigation. Nothing herein shall prevent the Trustee, in appropriate circumstances, from contesting the validity of any claim against the Trust whatever the costs, or declining to accept medical evidence from sources that the Trustee has determined to be unreliable pursuant to the Claims Audit Program described in Section 5.8 above.

7.3 Discretion to Vary the Order and Amounts of Payments in Event of Limited Liquidity. Consistent with the provisions hereof and subject to the FIFO Processing and Payment Queues, the Maximum Annual Payment, the Maximum Available Payment and the Claims Payment Ratio requirements set forth above, the Trustee shall proceed as quickly as possible to liquidate valid Trust Claims, and shall make payments to holders of such claims in accordance with this TDP promptly as funds become available and as claims are liquidated, while maintaining sufficient resources to pay future valid claims in substantially the same manner.

Because the Trust's income over time remains uncertain, and decisions about payments. must be based on estimates that cannot be done precisely, they may have to be revised in light of experiences over time, and there can be no

guarantee of any specific level of payment to claimants. However, the Trustee shall use his or her best efforts to treat similar claims in substantially the same manner, consistent with his or her duties as Trustee, the purposes of the Trust, the established allocation of funds to claims in Categories A and B, and the practical limitations imposed by the inability to predict the future with precision. In the event that the Trust faces temporary periods of limited liquidity, the Trustee may, with the consent of the TAC and the Future Claimants' Representative, (a) suspend the normal order of payment, (b) temporarily limit or suspend payments altogether, (c) offer a Reduced Payment Option as described in Section 2.6 above, and/or (d) commence making payments on an installment basis.

7.4 Punitive Damages. Except as provided below for claims asserted under the Alabama Wrongful Death Statute, in determining the value of any liquidated or unliquidated Trust Claim, punitive or exemplary damages, *i.e.*, damages other than compensatory damages, shall not be considered or allowed, notwithstanding their availability in the tort system. Similarly, no punitive or exemplary damages shall be payable with respect to any claim litigated against the Trust in the tort system pursuant to Sections 5.11 above and 7.6 below. The only damages that may be awarded pursuant to this TDP to Alabama Claimants who are deceased and whose personal representatives pursue their claims only under the Alabama Wrongful Death Statute shall be compensatory damages determined pursuant to the statutory and common law of the Commonwealth of Pennsylvania, without regard to its choice of law principles. The choice of law provision in Section 7.4 herein applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant's Jurisdiction pursuant to Section 5.3(b)(2) is determined to be the Alabama Wrongful Death Statute, shall only govern the rights between the Trust and the claimant including, but not limited to, suits in the tort system pursuant to Section 7.6, and to the extent the Trust seeks recovery from any entity that provided insurance to ACandS, the Alabama Wrongful Death Statute shall govern.

7.5 Sequencing Adjustment.

7.5(a) In General. Subject to the limitations set forth below, a sequencing adjustment shall be paid on all Trust Claims with respect to which the claimant has had to wait a year or more for payment, excluding all time spent in deferral status, withdrawn status, deficiency status, and offer-issued status, provided, however, that no claimant shall receive a sequencing adjustment for a period in excess of five (5) years. The sequencing adjustment factor for each year prior to 2013 shall be six percent (6%) per annum. For 2013 and each subsequent year, the sequencing adjustment shall be 1%; provided, however, that if the sequencing adjustment accrual began prior to January 1, 2013, the sequencing adjustment factor shall be six percent (6%) per annum for the period prior to January 1, 2013.

7.5(b) Unliquidated Trust Claims. A sequencing adjustment shall be payable on the Scheduled Value of any unliquidated Asbestos Trust Claim that meets the requirements of Disease Levels I – IV, VI and VII, whether the claim is liquidated under Expedited Review, Individual Review, or by arbitration. No sequencing adjustment shall be paid on any claim liquidated in the tort system pursuant to Section 5.11 above and Section 7.6 below. The sequencing adjustment on an unliquidated Trust Claim that meets the requirements of Disease Level V shall be based on the Average Value of such a claim. Sequencing adjustments on all such unliquidated claims shall be measured from the date of payment back to the earliest of the date that is one year after the date on which (a) the claim was filed against ACandS prior to the Petition Date; (b) the claim was filed against another defendant in the tort system on or after the Petition Date but before the date the Trust first makes available the proof of claim forms and other materials required to file a claim with the Trust; (c) the claim was filed with the Bankruptcy Court during the pendency of the Chapter 11 proceeding; or (d) the claim was filed with the Trust after the Effective Date.

7.5(c) Pre-Petition Liquidated Trust Claims. A sequencing adjustment shall also be payable on the liquidated value of all Pre-Petition Liquidated Trust Claims described in Section 5.2 above. Each holder of a Pre-Petition Liquidated Trust Claim shall receive five (5) years of sequencing adjustments on the liquidated value of such claim.

7.6 Suits in the Tort System. If the holder of a disputed claim disagrees with the Trust's determination regarding the Disease Level of the claim, the claimant's exposure history or the liquidated value of the claim, and if the holder has first submitted the claim to non-binding arbitration as provided in Section 5.10 above, the holder may file a lawsuit in the Claimant's Jurisdiction as defined in Section 5.3(b)(2) above. Any such lawsuit must be filed by the claimant in her or her own right and name and not as a member or representative of a class, and no such lawsuit may be consolidated with any other lawsuit. All defenses (including, with respect to the Trust, all defenses which could have been asserted by ACandS) shall be available to both sides at trial; however, the Trust may waive any defense and/or concede any issue of fact or law. If the claimant was alive at the time the initial pre-petition complaint was filed or on the date the proof of

claim form was filed with the Trust, the case shall be treated as a personal injury case with all personal injury damages to be considered even if the claimant has died during the pendency of the claim.

7.7 Payment of Judgments for Money Damages. If and when a claimant obtains a judgment in the tort system, the claim shall be placed in the FIFO Payment Queue based on the date on which the judgment became final. Thereafter, the claimant shall receive from the Trust an initial payment (subject to the applicable Payment Percentage, the Maximum Available Payment, and the Claims Payment Ratio provisions set forth above) of an amount equal to the lesser of (a) the judgment amount or (b) one hundred percent (100%) of the greater of (i) the Trust's last offer to the claimant or (ii) the award that the claimant declined in non-binding arbitration. The claimant shall receive the balance of the judgment, if any, in five (5) equal installments in years six (6) through ten (10) following the year of the initial payment (also subject to the applicable Payment Percentage, the Maximum Available Payment and the Claims Payment Ratio provisions set forth above in effect on the date of the payment of the subject installment).

In the case of non-Extraordinary claims involving Disease Levels III – VII, the total amounts paid with respect to such claims shall not exceed the relevant Maximum Values for such Disease Levels set forth in Section 5.3(b)(3) above. In the case of Extraordinary Claims involving those Disease Levels, the total amounts paid with respect to such claims shall not exceed the extraordinary maximum value for such claims set forth in Section 5.4(a) above. In the case of claims involving Disease Levels I – II, the total amounts paid shall not exceed the relevant Scheduled Value for such Disease Levels as set forth in Section 5.3(b)(3). In the case a claims involving a non-malignant asbestos-related disease that does not attain classification under Disease Level I or II, the amount payable with respect to such claims shall not exceed the Scheduled Value for the Disease Level most comparable to the disease proven. Under no circumstances shall a sequencing adjustment be paid pursuant to Section 7.5 or interest be paid under any statute on any judgment obtained in the tort system pursuant to Sections 5.11 and 7.6 above.

7.8 Releases. The Trustee shall have the discretion to determine the form and substance of the releases to be provided to the Trust in order to maximize recovery for claimants against other tortfeasors without increasing the risk or amount of claims for indemnification or contribution from the Trust. As a condition to making any payment to a claimant, the Trust shall obtain a general, partial, or limited release as appropriate in accordance with the applicable state or other law. If allowed by state law, the endorsing of a check or draft for payment by or on behalf of a claimant may, in the discretion of the Trust, constitute such a release.

7.9 Third-Party Services. Nothing in this TDP shall preclude the Trust from contracting with another asbestos claims resolution organization to provide services to the Trust so long as decisions about the categorization and liquidated value of Trust Claims are based on the relevant provisions of this TDP, including the Disease Levels, Scheduled Values, Average Values, Maximum Values, and Medical/Exposure Criteria set forth above.

7.10 Trust Disclosure of Information. Periodically, but not less often than once a year, the Trust shall make available to claimants and other interested parties, the number of claims by Disease Levels that have been resolved both by the Individual Review Process and by arbitration as well as by litigation in the tort system indicating the amounts of the awards and the averages of the awards by jurisdiction.

SECTION 8

Miscellaneous

8.1 Amendments. Except as otherwise provided herein, the Trustee may amend, modify, delete, or add to any provisions of this TDP (including, without limitation, amendments to conform this TDP to advances in scientific or medical knowledge or other changes in circumstances), provided he or she first obtains the consent of the TAC and the Future Claimants' Representative pursuant to the Consent Process set forth in Sections 6.7(b) and 7.7(b) of the Trust Agreement, except that the right to amend the Claims Payment Ratio is governed by the restrictions in Section 2.6 above, and the right to adjust the Payment Percentage is governed by Section 4.2 above. Nothing herein is intended to preclude the TAC or the Future Claimants' Representative from proposing to the Trustee, in writing, amendments to this TDP. Any amendment proposed by the TAC or the Future Claimants' Representative shall remain subject to Section 7.3 of the Trust Agreement.

8.2 Severability. Should any provision contained in this TDP be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this TDP. Should any provision contained in this TDP be determined to be inconsistent with or contrary to ACandS obligations to any insurance company providing insurance coverage to ACandS in respect of claims for personal injury based on exposure to an asbestos-containing product for which ACandS has legal responsibility, the Trust with the consent of the TAC and the Future Claimants' Representative, may amend this TDP and/or the Trust Agreement to make the provisions of either or both documents consistent with the duties and obligations of ACandS to said insurance company.

8.3 Governing Law. Except for purposes of determining the liquidated value of any Trust Claim, administration of this TDP shall be governed by, and construed in accordance with, the laws of the State of Delaware. The law governing the liquidation of Trust Claims in the case of Individual Review, arbitration or litigation in the tort system shall be the law of the Claimant's Jurisdiction as described in Section 5.3(b)(2) above.

10373621.3

EXHIBIT C

COMBUSTION ENGINEERING 524(g) ASBESTOS PI TRUST

SECOND AMENDED AND RESTATED **ASBESTOS PI TRUST DISTRIBUTION PROCEDURES** **(effective January 19, 2017)**

The Combustion Engineering 524(g) Asbestos PI Trust Distribution Procedures (the “TDP”) provide for resolving all TDP Claims (as defined in Section 1.3), including all asbestos-related personal injury and death claims caused by exposure to an asbestos-containing product, or to conduct that exposed the claimant to an asbestos-containing product, for which Combustion Engineering, Inc. or any of its predecessors, successors and assigns (collectively, “CE”) has legal responsibility, as provided in and required by Combustion Engineering, Inc.’s Plan of Reorganization, as Modified Through August 19, 2005 (the “Plan”), and the Combustion Engineering 524(g) Asbestos PI Trust Agreement (the “Trust Agreement”). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Glossary of Terms for the Plan Documents Pursuant to Combustion Engineering, Inc.’s Plan of Reorganization, as Modified Through August 19, 2005 (the “Glossary”), or in the Trust Agreement.

The Plan and the Trust Agreement establish the Combustion Engineering 524(g) Asbestos PI Trust (the “Asbestos PI Trust”). The Trustees of the Asbestos PI Trust shall implement and administer the TDP in accordance with the Trust Agreement.

SECTION I

Introduction

1.1 Purpose.

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

1.2 Interpretation.

Nothing in the TDP shall be deemed to create a substantive right for any claimant.

1.3 Definitions.

In addition to the capitalized terms defined in the first two paragraphs of the TDP, the following capitalized terms used herein shall have the meanings set forth below:

“ADR Procedures” shall have the meaning set forth in Section 5.10(a).

“Average Value” means the average value for Disease Levels as set forth in Section 5.3(b)(3).

“Bankruptcy Code” shall have the meaning set forth in the Glossary.

“Category A Claims” means TDP Determined Claims involving severe asbestosis and malignancies (Disease Levels IV – VIII) and those settled as Disease Level I allocated to Category A as set forth below.

“Category B Claims” means TDP Determined Claims involving nonmalignant Asbestosis or Pleural Disease (Disease Levels II and III) and those settled as Disease Level I allocated to Category B as set forth below.

“CE Derivative Asbestos Personal Injury Claims” shall have the meaning set forth in the Glossary.

“CE Exposure” shall have the meaning set forth in Section 5.7(b)(3).

“Certified Unpaid Settlement Trust Claim” shall have the meaning set forth in the Glossary.

“Claimant’s Jurisdiction” shall have the meaning set forth in Section 5.3(b)(2).

“Claims Materials” means suitable and efficient claims materials prepared by the Asbestos PI Trust as described in Section VI.

“Claims Payment Ratio” means the claims payment ratio set forth in Section 2.5.

“Direct Claimant” shall have the meaning set forth in Section 5.6.

“Disease Levels” means the eight asbestos-related disease levels defined in Section 5.3(a)(3).

“Exigent Hardship Claim” means a claim that meets the criteria set forth in Section 5.4(b).

“Expedited Review” means a review pursuant to the Expedited Review Process.

“Expedited Review Process” means the expedited review process described in Section 5.3(a).

“Extraordinary Claim” shall have the meaning set forth in Section 5.4(a).

"FIFO" shall have the meaning set forth in Section 2.1.

“FIFO Payment Queue” shall have the meaning set forth in Section 5.1(c).

“FIFO Processing Queue” shall have the meaning set forth in Section 5.1(a)(1)

“Final Order” shall have the meaning set forth in the Glossary.

“Future Claimants’ Representative” shall have the meaning set forth in the Glossary.

“Identified Settlement Trust Claims” shall have the meaning set forth in the Glossary.

“Indirect Claimant” shall have the meaning set forth in Section 5.6.

“Individual Review Process” means the individual review process described in Section 5.3(b).

“Initial Claims Filing Date” means the date six months after the Asbestos PI Trust first distributes or otherwise makes available to claimants the proof of claim form and other claim materials required for filing TDP Claims with the Asbestos PI Trust.

“JCAHO” shall have the meaning set forth in Section 5.7(a)(1)(B).

“Master Settlement Agreement” shall have the meaning set forth in the Glossary.

“Maximum Annual Payment” shall have the meaning set forth in Section 2.4.

“Maximum Extraordinary Value” shall have the meaning set forth in Section 5.4(a).

“Maximum Value” means the maximum value for Disease Levels as set forth in Section 5.3(b)(3).

“Medical/Exposure Criteria” means the medical/exposure criteria for each Disease Level set forth in Section 5.3(a)(3).

“Non-Qualified Claim” shall have the meaning set forth in the Glossary.

“Non-Qualified Claimant” shall have the meaning set forth in the Glossary.

“Payment Percentage” shall have the meaning set forth in Section 4.1.

“Reduced Payment Option” shall have the meaning set forth in Section 2.5.

“Scheduled Value” means the scheduled value for each of the seven Disease Levels eligible for Expedited Review as set forth in Section 5.3(a)(3).

“Settlement Trust Claims” shall have the meaning as set forth in the Glossary.

“Significant Occupational Exposure” shall have the meaning set forth in Section 5.7(b)(2).

“TAC” shall have the meaning set forth in the Glossary.

“TDP Claims” means Asbestos PI Trust Claims, Certified Unpaid Settlement Trust Claims, Non-Qualified Claims and Subsequent Malignancy Claims. TDP Claims shall not include Settlement Trust Claims.

“TDP Determined Claims” means TDP Claims which qualify for distributions from the Asbestos PI Trust under the TDP.

“Trustee” shall mean a trustee of the Asbestos PI Trust.

SECTION II

Overview

2.1 Asbestos PI Trust Goals.

The goal of the Asbestos PI Trust is to treat all claimants equitably. The TDP furthers that goal by setting forth procedures for processing TDP Claims and paying generally on an impartial, first-in-first-out (“FIFO”) basis, with the intention of paying all holders of TDP Determined Claims over time as equivalent a share as possible of the value of their claims based on historical values for substantially similar claims in the applicable tort system.¹ To this end, the TDP establishes a schedule of eight asbestos-related Disease Levels, all of which have Medical/Exposure Criteria set forth in Section 5.3(a)(3), seven of which have Scheduled Values set forth in Section 5.3(a)(3), and five of which have both anticipated Average Values and Maximum Values set forth in Section 5.3(b)(3). Maximum Extraordinary Values are set forth in Section 5.4(a). The Disease Levels, Medical/Exposure Criteria, Scheduled Values, Average Values, Maximum Values and Maximum Extraordinary Values have all been selected and derived with the intention of achieving a fair allocation of the Asbestos PI Trust’s funds among claimants suffering from different disease processes in light of the best available information and considering the domestic settlement history of CE and the rights claimants would have in the applicable tort system absent CE’s bankruptcy.

¹ As used in the TDP, the phrase “in the tort system” or “in the applicable tort system” shall not include claims asserted against a trust established for the benefit of asbestos personal injury claimants pursuant to Section 524(g) and/or Section 105 of the Bankruptcy Code. References to “tort system” shall include both domestic and foreign tort systems and other foreign claims resolution systems, where appropriate.

2.2 Claims Liquidation Procedures.

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

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

All Foreign Claims (as defined in Section 5.3(b)(1) below)² and TDP Claims involving Disease Level VI (Lung Cancer 2) may be liquidated³ only pursuant to the Individual Review Process. Claimants holding TDP Claims involving Disease Levels IV, V, VII or VIII may alternatively seek to establish a liquidated value for the claim that is greater than its Scheduled Value by electing the Individual Review Process. However, the liquidated value of a claim that undergoes the Individual Review Process for valuation purposes may be determined to be less than the Scheduled Value for the applicable Disease Level, and in any event shall not exceed the Maximum Value for the relevant Disease Level set forth in Section 5.3(b)(3), unless the TDP Determined Claim qualifies as an Extraordinary Claim, in which case its liquidated value shall not exceed the Maximum Extraordinary Value specified in Section 5.4(a).

Based upon CE's domestic claims settlement history in light of applicable tort law, and current projections of present and future TDP Claims, the Scheduled Values and Maximum Values set forth in Section 5.3(b)(3) have been established for each of the five Disease Levels that are eligible for Individual Review of their liquidated values. The Trustees shall use their reasonable best efforts to insure that the Asbestos PI Trust processes claims such that over time the combination of domestic settlements at the Scheduled Values and those resulting from the Individual Review Process for the five more serious Disease Levels approximate the Average Value set forth in Section 5.3(b)(3) for each such Disease Level.

All unresolved disputes over a claimant's medical condition, exposure history and/or the validity or liquidated value of a TDP Claim shall be subject to binding or non-binding

² For all purposes hereunder, TDP Claims of individuals exposed in Canada who were residents in Canada when such claims were filed shall be considered and treated as "domestic claims" (i.e., non-Foreign Claims) with domestic settlement history.

³ For purposes of this TDP, "liquidated" means approved and valued by the Asbestos PI Trust.

arbitration, at the election of the claimant, as provided in Section 5.10. TDP Claims that are the subject of a dispute with the Asbestos PI Trust that cannot be resolved by non-binding arbitration may enter the tort system as provided in Sections 5.11 and 7.6. However, if and when a claimant obtains a judgment in the tort system, the judgment shall be payable (subject to the Payment Percentage, Maximum Annual Payment, and Claims Payment Ratio provisions set forth below) as provided in Section 7.7.

2.3 Application of the Payment Percentage.

After the liquidated value of a TDP Determined Claim other than a claim involving Other Asbestos Disease (Disease Level I – Cash Discount Payment) is determined pursuant to the procedures set forth herein for Expedited Review, Individual Review, mediation, arbitration, or litigation in the tort system, the claimant will ultimately receive a pro-rata share of that liquidated value based on the Payment Percentage described in Section 4.1. The Payment Percentage shall also apply to all sequencing adjustments paid pursuant to Section 7.5.

The Payment Percentage may be adjusted upwards or downwards from time to time by the Asbestos PI Trust, with the consent of the TAC and the Future Claimants' Representative, to reflect then-current estimates of the Asbestos PI Trust's assets and its liabilities, as well as the then-estimated value of then-pending and future claims. Any adjustment to the Payment Percentage shall be made only pursuant to Section 4.2. If the Payment Percentage is increased over time, claimants whose claims were liquidated and paid in prior periods under the TDP shall receive additional payments only as provided in Section 4.3. Because there is uncertainty in the prediction of both the number and severity of future TDP Determined Claims, and the amount of the Asbestos PI Trust's assets, no guarantee can be made of any Payment Percentage of a TDP Determined Claim's liquidated value.

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

The Asbestos PI Trust shall estimate or model the amount of cash flow anticipated to be necessary over its entire life to ensure that funds will be available to treat all present and future holders of TDP Claims as similarly as possible. In each year, the Asbestos PI Trust shall be empowered to pay out all of the income earned during the year (net of taxes payable with respect thereto), together with a portion of its principal, calculated, after reserves or other provision for Trust Expenses due in the related fiscal year have been established, so that the application of Asbestos PI Trust funds over its life shall correspond with the needs created by the estimated anticipated flow of claims (the "Maximum Annual Payment"), taking into account the Payment Percentage provisions set forth in Sections 2.3, 4.2 and 4.3. The Asbestos PI Trust's distributions to all claimants for a year shall not exceed the Maximum Annual Payment determined for that year plus any rollover of excess funds as provided in Section 2.5. The Maximum Annual Payment is initially set at \$75,000,000.

In distributing the Maximum Annual Payment, the Asbestos PI Trust shall allocate such Maximum Annual Payment between Categories A and B in accordance with the Claims Payment Ratio. Thereafter, the amounts allocated to Categories A and B shall be used to satisfy all previously liquidated TDP Determined Claims (subject to a reduction of the Claim, if applicable, by the Payment Percentage as set forth in Section 2.5). In the event there are insufficient funds in any year to pay the total amount of TDP Determined Claims in Categories A or B, the available funds allocated to a Category of claims shall be paid to the maximum extent possible to claimants in the particular Category based on their place in the FIFO Payment Queue. Disease Level I claims and Exigent Hardship Claims allocated to either Category shall be paid prior to payment of any other claims allocated to said Category. Claims in each Category for which

there are insufficient funds shall be carried over to the next year and shall remain at the head of the FIFO Payment Queue for their Category.

2.5 Claims Payment Ratio.

Based upon CE's domestic claims settlement history and analysis of present and future claims, a Claims Payment Ratio has been determined which, as of the Effective Date, has been set at 87% for Category A Claims, which consist of TDP Determined Claims involving severe asbestosis and malignancies (Disease Levels IV – VIII) as well as allocated Disease Level I claims, and at 13% for Category B Claims, which consist of TDP Determined Claims involving nonmalignant Asbestosis or Pleural Disease (Disease Levels II and III) as well as allocated Disease Level I claims. Any TDP Determined Claims for Other Asbestos Disease (Disease Level I – Cash Discount Payment) shall be allocated to either Categories A or B based on the highest Disease Level established by the medical evidence submitted for that claim. In each year, after the determination of the Maximum Annual Payment, by application of the Claims Payment Ratio, 87% (which percentage shall be modified to correspond with each change, if any, in the Claims Payment Ratio after the Effective Date) of the Maximum Annual Payment will be allocated to and available to pay liquidated Category A Claims, and 13% (which percentage shall be modified to correspond with each change, if any, in the Claims Payment Ratio after the Effective Date) will be allocated to and available to pay liquidated Category B Claims.

In the event there are insufficient funds in any year to pay the TDP Determined Claims in Category A and/or the TDP Determined Claims in Category B, the available funds allocated to the particular Category shall be paid to the maximum extent to claimants in that Category based on their place in the FIFO Payment Queue described in Section 5.1(c). Claims for which there

are insufficient funds allocated to the relevant Category shall be carried to the next year where they shall retain their place at the head of the FIFO Payment Queue. If there are excess funds in either or both Categories, because there is an insufficient amount of liquidated claims to exhaust the respective Maximum Annual Payment amount for that Category, then the excess funds for either or both Categories will be rolled over and remain dedicated to the respective Category to which they were originally allocated.

The 87% / 13% Claims Payment Ratio and its rollover provision shall apply to all TDP Determined Claims and shall not be amended until the fifth anniversary of the Effective Date. Thereafter, both the Claims Payment Ratio and its rollover provision shall be continued absent circumstances, such as a significant change in law or medicine, necessitating amendment to avoid a manifest injustice. The accumulation, rollover and subsequent delay in the payment of claims resulting from the application of the Claims Payment Ratio, shall not, in and of itself, constitute such circumstances. In addition, an increase in the numbers of Category B Claims beyond those predicted or expected shall not be considered as a factor in deciding whether to reduce the percentage allocated to Category A Claims.

In considering whether to make any amendments to the Claims Payment Ratio and/or its rollover provisions, the Trustees should consider the reasons for which the Claims Payment Ratio and its rollover provisions were adopted, the domestic settlement history that gave rise to its calculation, and the foreseeability or lack of foreseeability of the reasons why there would be any need to make an amendment. In that regard, the Trustees should keep in mind the interplay between the Payment Percentage and the Claims Payment Ratio as it affects the net cash actually paid to claimants.

In any event, no amendment to the Claims Payment Ratio to reduce the percentage allocated to Category A Claims may be made without the unanimous consent of the TAC members and the consent of the Future Claimants' Representative, and the percentage allocated to Category A Claims may not be increased without the consent of the TAC and the Future Claimants' Representative. The consent process set forth in Sections 6.6 and 7.7 of the Trust Agreement shall apply in the event of any amendments to the Claims Payment Ratio. The Trustees, with the consent of the TAC and the Future Claimants' Representative, may offer the option of a reduced Payment Percentage to holders of claims in either Category A or Category B in return for prompter payment (the "Reduced Payment Option").

2.6 Indemnity and Contribution Claims.

As set forth in Section 5.6, CE Derivative Asbestos Personal Injury Claims, if any, shall be subject to the same categorization, evaluation and payment provisions of the TDP as all other TDP Claims.

SECTION III

TDP Administration

3.1 Trust Advisory Committee and Future Claimants' Representative.

Pursuant to the Plan and the Trust Agreement, the Asbestos PI Trust and the TDP shall be administered by the Trustees in consultation with the TAC (which represents the interests of holders of present TDP Claims), and the Future Claimants' Representative (who represents the interests of holders of TDP Claims that may be asserted in the future). The Trustees shall obtain the consent of the TAC and the Future Claimants' Representative on any amendments to the TDP pursuant to Section 8.1, and on such other matters as are otherwise required herein or in the Trust Agreement. The Trustees shall also consult with the TAC and the Future Claimants'

Representative on such matters as are provided herein and in Section 3.2(e) of the Trust Agreement. The initial members of the TAC and the initial Future Claimants' Representative are identified on the signature pages to the Trust Agreement.

3.2 Consent and Consultation Procedures.

In those circumstances in which consultation or consent is required, the Trustees shall provide written notice to the TAC and the Future Claimants' Representative of the specific amendment or other action that is proposed. The Trustees shall not implement such amendment nor take such action unless and until the parties have engaged in the consent process described in Sections 6.6 and 7.7 of the Trust Agreement, respectively.

SECTION IV

Payment Percentage; Periodic Estimates

4.1 Uncertainty of CE's Personal Injury Asbestos Liabilities.

As discussed above, there is inherent uncertainty regarding CE's total asbestos-related tort liabilities, as well as the total value of the assets available to pay TDP Determined Claims. Consequently, there is inherent uncertainty regarding the amounts that holders of TDP Determined Claims shall receive. To seek to ensure substantially equivalent treatment of all present and future claims, the Trustees must determine from time to time the percentage of full liquidated value that holders of present and future TDP Determined Claims will receive (the "Payment Percentage").

4.2 Computation of Payment Percentage.

The initial Payment Percentage shall be determined by the Trustees, with the consent of the TAC and the Future Claimants' Representative, to assure that the Asbestos PI Trust shall be in a financial position to pay holders of present and future TDP Determined Claims in

substantially the same manner. The initial Payment Percentage will be calculated on the assumption that the Average Values set forth in Section 5.3(b)(3) will be achieved with respect to existing present claims and projected future claims involving Disease Levels IV – VIII and the Scheduled Values for Disease Levels I-III.

The initial Payment Percentage, and any subsequently applicable Payment Percentage, shall be subject to change pursuant to the terms of the TDP and the Trust Agreement if the Trustees, with the consent of the TAC and the Future Claimants' Representative, determine that an adjustment is required. In making any such adjustment, the Trustees, the TAC and the Future Claimants' Representative shall take into account the best information available at the time. The Trustees shall reconsider the then-applicable Payment Percentage to assure that it is based on the best available information and may, after such reconsideration, change the Payment Percentage if necessary with the consent of the TAC and the Future Claimants' Representative. Such reconsideration shall commence for the first time not later than January 1, 2010 and thereafter no less frequently than every three years. The Trustees shall also reconsider the then-applicable Payment Percentage at shorter intervals if they deem such reconsideration to be appropriate or if requested to do so by the TAC or the Future Claimants' Representative.

The Trustees must base their determination of the Payment Percentage on current estimates of the number, types, and values of present and future TDP Claims and TDP Determined Claims, the value and liquidity of the assets then available to the Asbestos PI Trust for their payment, all anticipated administrative and legal expenses, and any other material matters that are reasonably likely to affect the sufficiency of funds to pay a comparable percentage of full liquidated value to all holders of TDP Determined Claims. When making these determinations, the Trustees shall exercise common sense and flexibly evaluate all relevant

factors. The Payment Percentage applicable to Category A Claims or Category B Claims may not be reduced to alleviate delays in payments of claims in the other Category; both Categories of claims shall receive the same Payment Percentage, but the payment may be deferred pursuant to Section 2.4, and a Reduced Payment Option may be instituted as described in Section 2.5.

4.3 Applicability of the Payment Percentage.

Except (i) as set forth below in this Section 4.3 with respect to supplemental payments and (ii) as otherwise provided in Section 5.1(c) for TDP Determined Claims involving deceased or incompetent claimants for which approval of the Asbestos PI Trust's offer by a court or through a probate process is required, no holder of a TDP Determined Claim, other than a TDP Determined Claim involving Other Asbestos Disease (Disease Level I – Cash Discount Payment), shall receive a payment that exceeds the liquidated value of such TDP Determined Claim times the Payment Percentage in effect at the time of payment. TDP Determined Claims involving Other Asbestos Disease (Disease Level I -- Cash Discount Payment) shall not be subject to the Payment Percentage, but shall instead be paid the full amount of their Scheduled Value as set forth in Section 5.3(a)(3).

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

There is uncertainty surrounding the amount of the Asbestos PI Trust's future assets. There is also uncertainty surrounding the totality of the TDP Determined Claims to be paid over time, as well as the extent to which changes in existing foreign, federal and state law could affect the Asbestos PI Trust's liabilities under the TDP. If the value of the Asbestos PI Trust's future assets increases significantly and/or if the value or volume of TDP Claims actually filed with the Asbestos PI Trust is significantly lower than originally estimated, the Asbestos PI Trust shall use those proceeds and/or claims savings, as the case may be, first to maintain the Payment Percentage then in effect.

If the Trustees, with the consent of the TAC and the Future Claimants' Representative, make a determination to increase the Payment Percentage due to a material change in the estimates of the Asbestos PI Trust's future assets and/or liabilities, the Trustees shall also make supplemental payments to all claimants who previously liquidated their claims against the Asbestos PI Trust and received payments based on a lower Payment Percentage. The amount of any such supplemental payment shall be the liquidated value of the claim in question times the newly adjusted Payment Percentage, less all amounts previously paid to the claimant with respect to the claim (excluding the portion of such previously paid amounts that was attributable to any sequencing adjustment paid pursuant to Section 7.5).

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

SECTION V

Resolution of TDP Claims.

5.1 Ordering, Processing and Payment of Claims.

5.1(a) Ordering of TDP Claims.

5.1(a)(1) Establishment of the FIFO Processing Queue. The Asbestos PI Trust shall order TDP Claims that are sufficiently complete to be reviewed for processing purposes on a FIFO basis except as otherwise provided herein (the “FIFO Processing Queue”). For all TDP Claims filed on or before the Initial Claims Filing Date, a claimant’s position in the FIFO Processing Queue shall be determined as of the first to occur of (i) the date prior to the Petition Date that the specific TDP Claim was either filed against CE in the tort system or was actually submitted to CE pursuant to an administrative settlement agreement; (ii) the date before the Initial Claims Filing Date that a TDP Claim was filed against another defendant in the tort system if at the time the claim was subject to a tolling agreement with CE; (iii) the date after the Petition Date but before the Initial Claims Filing Date that the TDP Claim was filed against another defendant in the tort system; or (iv) the date after the Effective Date but on or before the Initial Claims Filing Date that the TDP Claim was filed with the Asbestos PI Trust. For Certified Unpaid Settlement Trust Claims, the claimant’s position in the FIFO Processing Queue shall be determined by the date upon which the Certified Unpaid Settlement Trust Claim is filed with the Asbestos PI Trust.

Following the Initial Claims Filing Date, the claimant’s position in the FIFO Processing Queue shall be determined by the date the claim was filed with the Asbestos PI Trust. If any claims are filed on the same date, the claimant’s position in the FIFO Processing Queue shall be determined by the date of the diagnosis of the asbestos-related disease. If any claims are filed

and diagnosed on the same date, the claimant's position in the FIFO Processing Queue shall be determined by the claimant's date of birth, with older claimants given priority over younger claimants.

5.1(a)(2) Effect of Statutes of Limitations and Repose. Except as otherwise provided in this Section 5.1(a)(2), all TDP Claims must meet either (i) for claims first filed in the tort system against CE prior to the Petition Date, the applicable federal, state and foreign statute of limitations and repose that was in effect at the time of the filing of the claim in the tort system, or (ii) for claims not filed against CE in the tort system prior to the Petition Date, the applicable federal, state and foreign statute of limitations that was in effect at the time of the filing with the Asbestos PI Trust. However, the running of the relevant statute of limitations shall be tolled as of the earliest of (A) the actual filing of the claim against CE prior to the Petition Date, whether in the tort system or by submission of the claim to CE pursuant to an administrative settlement agreement; (B) the filing of the claim against another defendant in the tort system prior to the Petition Date if the claim was tolled against CE at the time by an agreement or otherwise; (C) the filing of a claim after the Petition Date but prior to the Initial Claims Filing Date against another defendant in the tort system; (D) the filing of a proof of claim in the Chapter 11 Case prior to the Effective Date; or (E) the filing of a proof of claim with the requisite supporting documentation with the Asbestos PI Trust within three years following the Effective Date. If a claim meets any of the tolling provisions described in the preceding sentence and is not barred by the applicable federal, state or foreign statute of limitations at the time of the tolling event, the claim shall be treated as timely filed if it is actually filed with the Asbestos PI Trust within three (3) years after the Initial Claims Filing Date. In addition, if a claim is for an injury first diagnosed after the Petition Date and is barred by the applicable federal, state or

foreign statute of limitations, the claim shall be treated as timely filed if it is actually filed with the Asbestos PI Trust within three (3) years after the date of diagnosis or within three (3) years after the Initial Claims Filing Date, whichever occurs later. However, the processing of any TDP Claim by the Asbestos PI Trust may be deferred at the election of the claimant pursuant to Section 6.3.

5.1(b) Processing of TDP Claims. As a general practice, the Asbestos PI Trust will review its claims files on a regular basis and notify all claimants whose claims are likely to come up in the FIFO Processing Queue in the near future.

5.1(c) Payment of TDP Determined Claims. TDP Claims that have been liquidated by the Expedited Review Process as provided in Section 5.3(a), by the Individual Review Process as provided in Section 5.3(b), by arbitration or mediation as provided in Section 5.10, or by litigation in the tort system as provided in Sections 5.11 and 7.6, shall be paid in FIFO order based on the date their liquidation became final (the “FIFO Payment Queue”), all such payments being subject to the applicable Payment Percentage, the Maximum Annual Payment, the Claims Payment Ratio, and any sequencing adjustment provided for in Section 7.5, except as otherwise provided herein. The Payment Percentage shall not apply to claims involving Other Asbestos Disease (Disease Level I – Cash Discount Payment).

Where the claimant is deceased or incompetent, and the settlement and payment of his or her TDP Determined Claim must be approved by a court of competent jurisdiction or through a probate process prior to acceptance of an offer by the claimant’s representative, an offer made by the Asbestos PI Trust on the claim shall remain open so long as proceedings before that court or in the probate process remain pending, provided that the Asbestos PI Trust has been furnished with evidence that the settlement offer has been submitted to such court or in the probate process

for approval. If the offer is ultimately approved by the court and accepted by the claimant's representative, the Asbestos PI Trust shall pay the claim in the amount so offered, multiplied by the Payment Percentage in effect at the time the offer was first made.

If any claims are liquidated on the same date, the claimant's position in the FIFO Payment Queue shall be determined by the date of the diagnosis of such claimant's asbestos-related disease, with earlier diagnosis dates given priority over later diagnosis dates. If any claims are liquidated on the same date and the respective holders' asbestos-related diseases were diagnosed on the same date, the position of those claims in the FIFO Payment Queue shall be determined by the dates of the claimants' birth, with older claimants given priority over younger claimants.

5.2 Participating Claims.

5.2(a) Notwithstanding anything to the contrary, no payment shall be made on any Settlement Trust Claim.

5.2(b) As to Certified Unpaid Settlement Trust Claims, the Trustees are to give no weight to the prior approval of said claim, liquidated value, proof of exposure or medical criteria accepted by the CE Settlement Trust. All Certified Unpaid Settlement Trust Claims are subject to the same criteria and proof as set forth in the TDP. Upon approval by the Asbestos PI Trust, the claimant shall be placed in the FIFO Payment Queue in accordance with the provisions as set forth in Section 5.1(c).

5.2(c) A holder of a nonmalignant Settlement Trust Claim may, on or after the Effective Date, assert a claim (a "Subsequent Malignancy Claim") against the Asbestos PI Trust for a malignant disease described in Disease Levels V through VIII of the TDP. Any Subsequent Malignancy Claim so submitted to the Asbestos PI Trust shall be required to satisfy the

conditions for approval set forth in the TDP both as to validity of the claim and as to liquidated amount, and shall be evaluated, determined and paid (if and to the extent entitled to payment) by the Asbestos PI Trust pursuant to the Trust Agreement and the TDP.

5.2(d) Provisions Applicable to Non-Qualified Claims.

5.2(d)(1) Time Limit for Filing. Each Non-Qualified Claimant who wishes to submit his or her Non-Qualified Claim to the Asbestos PI Trust must file such claim within 90 days after the Asbestos PI Trust first distributes or otherwise makes available to claimants the proof of claim form and other claim materials required for filing TDP Claims with the Asbestos PI Trust. Any Non-Qualified Claimant who does not file his or her Non-Qualified Claim within such time period shall be forever barred from receiving any distribution from the Asbestos PI Trust in respect of such claim.

5.2(d)(2) Fee for Filing. Each Non-Qualified Claimant submitting his or her Non-Qualified Claim to the Asbestos PI Trust shall pay a filing fee \$75.00 at the time such claim is submitted. In the event that a Non-Qualified Claimant fails to pay the filing fee, such claimant's Non-Qualified Claim shall neither be processed nor approved for payment by the Asbestos PI Trust. Following the expiration of the 90 day time period set forth in Section 5.2(d)(1), all Non-Qualified Claims in respect of which no filing fee was paid shall be deemed rejected by the Asbestos PI Trust without further action. The Asbestos PI Trust shall refund the filing fee paid by a Non-Qualified Claimant if such claimant's Non-Qualified Claim is determined to meet the criteria for payment under the TDP.

5.3 Resolution of TDP Claims.

Within six months after the establishment of the Asbestos PI Trust, the Trustees, with the consent of the TAC and the Future Claimants' Representative, shall adopt procedures for

reviewing and liquidating all TDP Claims, which shall include deadlines for processing such claims. The procedures shall also require that claimants seeking resolution of TDP Claims must first file a proof of claim form, together with the required supporting documentation, in accordance with the provisions of Sections 6.1 and 6.2. It is anticipated that the Asbestos PI Trust shall provide an initial response to the claimant within six months of receiving the proof of claim form.

The proof of claim form shall require the claimant to assert his or her claim for the highest Disease Level for which the claim qualifies at the time of filing. Irrespective of the Disease Level alleged on the proof of claim form, all claims shall be deemed to be a claim for the highest Disease Level for which the claim qualifies at the time of filing, and all lower Disease Levels for which the claim may also qualify at the time of filing or in the future shall be treated as subsumed into the higher Disease Level for both processing and payment purposes.

Upon filing of a valid proof of claim form with the required supporting documentation, the claimant shall be placed in the FIFO Processing Queue in accordance with the ordering criteria described in Section 5.1(a).

5.3(a) Expedited Review Process.

5.3(a)(1) In General. The Asbestos PI Trust's Expedited Review Process is designed primarily to provide an expeditious, efficient and inexpensive method for liquidating all TDP Claims (except those involving Lung Cancer 2 - Disease Level VI and all Foreign Claims (as defined below), which shall only be liquidated pursuant to the Asbestos PI Trust's Individual Review Process) where the claim can easily be verified by the Asbestos PI Trust as meeting the presumptive Medical/Exposure Criteria for the relevant Disease Level. Expedited Review thus provides claimants with a substantially less burdensome process for

pursuing TDP Claims than does the Individual Review Process described in Section 5.3(b). Expedited Review is also intended to provide qualifying claimants a fixed and certain claim payment.

Thus, claims that undergo Expedited Review and meet the presumptive Medical/Exposure Criteria for the relevant Disease Level shall be assigned the Scheduled Value for such Disease Level set forth in Section 5.3(a)(3). All claims liquidated by Expedited Review shall be subject to the Maximum Annual Payment and the Claims Payment Ratio. All claims liquidated by Expedited Review, except for claims involving Other Asbestos Disease (Disease Level I – Cash Discount Payment), shall be subject to the Payment Percentage. Claimants holding claims, other than those asserted as Disease Level I – Other Asbestos Disease, that cannot be liquidated by Expedited Review because they do not meet the presumptive Medical/Exposure Criteria for the relevant Disease Level may elect the Asbestos PI Trust’s Individual Review Process set forth in Section 5.3(b).

Subject to the provisions of Section 5.8, the claimant’s eligibility to receive the Scheduled Value for his or her TDP Claim pursuant to the Expedited Review Process shall be determined solely by reference to the Medical/Exposure Criteria set forth below for each of the Disease Levels eligible for Expedited Review.

5.3(a)(2) Claims Processing under Expedited Review. All claimants seeking liquidation of their claims pursuant to Expedited Review shall file the Asbestos PI Trust’s proof of claim form described in Section 6.1. As a proof of claim form is reached in the FIFO Processing Queue, the Asbestos PI Trust shall determine whether the claim described therein meets the Medical/Exposure Criteria for one of the seven Disease Levels eligible for Expedited Review, and shall advise the claimant of its determination. If a Disease Level is

determined, the Asbestos PI Trust shall tender to the claimant an offer of payment of the Scheduled Value for the relevant Disease Level multiplied by the applicable Payment Percentage together with a form of release approved by the Asbestos PI Trust. If the claimant accepts the Scheduled Value and returns the properly executed release, the claim shall be placed in the FIFO Payment Queue, following which the Asbestos PI Trust shall disburse payment subject to the limitations of the Maximum Annual Payment, Payment Percentage and Claims Payment Ratio, if any.

5.3(a)(3) Disease Levels, Scheduled Values and Medical/Exposure

Criteria. The eight disease levels covered by the TDP set forth below (each, a “Disease Level”), together with the medical/exposure criteria for each such Disease Level (as applicable, the “Medical/Exposure Criteria”) and the Scheduled Values for the seven Disease Levels eligible for Expedited Review (as applicable, the “Scheduled Value”), are set forth below:

<u>Disease Level</u>	<u>Scheduled Value</u>	<u>Medical/Exposure Criteria</u>
Mesothelioma (Level VIII)	\$ 75,000	(1) Diagnosis ⁴ of mesothelioma; and (2) CE Exposure. ⁵
Lung Cancer 1 (Level VII)	\$ 25,000	(1) Diagnosis of a primary lung cancer plus evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease ⁶ ,

⁴ The requirements for a diagnosis of an asbestos-related disease that may be compensated under the provisions of the TDP are set forth in Section 5.7.

⁵ The term “CE Exposure” is defined in Section 5.7(b)(3).

⁶ Evidence of “Bilateral Asbestos-Related Nonmalignant Disease,” for purposes of meeting the criteria for establishing Disease Levels I, II, III, V, and VII, means either (i) a chest X-ray read by a qualified B reader of 1/0 or higher on the ILO scale or (ii)(x) a chest X-ray read by a qualified B reader or other Qualified Physician, (y) other diagnostic imaging read by a Qualified Physician, or (z) pathology, in each case showing either bilateral interstitial fibrosis, bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification. Evidence

(2) six months CE Exposure, (3) Significant Occupational Exposure⁷ to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a substantial contributing factor in causing the lung cancer in question.

Lung Cancer 2 (Level VI) None

(1) Diagnosis of a primary lung cancer; (2) CE Exposure, and (3) supporting medical documentation establishing asbestos exposure as a substantial contributing factor in causing the lung cancer in question.

Lung Cancer 2 (Level VI) claims are claims that do not meet the more stringent medical and/or exposure requirements of Lung Cancer 1 (Level VII) claims. All claims in this Disease Level will be individually evaluated. The estimated likely average of the individual evaluation awards for this category is

submitted to demonstrate (i) or (ii) above must be in the form of a written report stating the results (e.g., an ILO report, a written radiology report, or a pathology report). Solely for asbestos claims filed against CE or another defendant in the tort system prior to the Petition Date, if an ILO reading is not available, either (i) a chest X-ray or other diagnostic imaging read by a Qualified Physician, or (ii) pathology, in each case showing bilateral interstitial fibrosis, bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification consistent with or compatible with a diagnosis of asbestos-related disease, shall be evidence of a Bilateral Asbestos-Related Nonmalignant Disease for purposes of meeting the presumptive medical requirements of Disease Levels I, II, III, V and VII. Pathological proof of asbestosis may be based on the pathological grading system for asbestosis described in the Special Issue of the Archives of Pathology and Laboratory Medicine, “Asbestos-associated Diseases,” Vol. 106, No. 11, App. 3 (October 8, 1982). For all purposes of the TDP, a “Qualified Physician” is a physician who is board-certified (or in the case of Canadian claims or Foreign Claims a physician who is certified or qualified under comparable medical standards or criteria of the jurisdiction in question) in one or more relevant specialized fields of medicine such as pulmonology, radiology, internal medicine or occupational medicine; provided, however, subject to the provisions of Section 5.8, that the requirement for board certification in this provision shall not apply to otherwise qualified physicians whose X-ray and/or other diagnostic imaging readings are submitted for deceased holders of TDP Claims.

⁷ The term “Significant Occupational Exposure” is defined in Section 5.7(b)(2).

\$15,000.00, with such awards capped at \$50,000.00 unless the claim qualifies for Extraordinary Claim treatment.

Level VI claims that show no evidence of either an underlying Bilateral Asbestos-Related Nonmalignant Disease or Significant Occupational Exposure may be individually evaluated, although it is not expected that such claims shall be treated as having any significant value, especially if the claimant is also a Smoker.⁸ In any event, no presumption of validity shall be available for any claims in this category.

Other Cancer (Level V) \$ 6,000

(1) Diagnosis of a primary colorectal, laryngeal, esophageal, pharyngeal, or stomach cancer, plus evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease, (2) six months CE Exposure, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a substantial contributing factor in causing the other cancer in question.

⁸ There is no distinction between Non-Smokers and Smokers for either Lung Cancer 1 (Level VII) or Lung Cancer 2 (Level VI), although a claimant who meets the more stringent requirements of Lung Cancer 1 (Level VII) (evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease plus Significant Occupational Exposure), and who is also a Non-Smoker, may wish to have his or her claim individually evaluated by the Asbestos PI Trust. In such a case, absent circumstances that would otherwise reduce the value of the claim, it is anticipated that the liquidated value of the claim might well exceed the Scheduled Value for Lung Cancer 1(Level VII) shown above. “Non-Smoker” means a claimant who either (a) never smoked or (b) has not smoked during any portion of the twelve (12) years immediately prior to the diagnosis of the lung cancer.

Severe Asbestosis (Level IV) \$ 25,000

(1) Diagnosis of asbestosis with ILO of 2/1 or greater, or asbestosis determined by pathological evidence of asbestos, plus (a) TLC less than 65%, or (b) FVC less than 65% and FEV1/FVC ratio greater than 65%, (2) six months CE Exposure, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a substantial contributing factor in causing the pulmonary impairment in question.

Asbestosis/
 Pleural Disease (Level III) \$ 4,800

(1) Diagnosis of asbestosis with ILO of 1/0 or greater or asbestosis determined by pathology, or Bilateral Asbestos-Related Nonmalignant Disease of B2 or greater, plus (a) TLC less than 80%, or (b) FVC less than 80% and FEV1/FVC ratio greater than or equal to 65%, and (2) six months CE Exposure, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a substantial contributing factor in causing the pulmonary impairment in question.

Asbestosis/
 Pleural Disease (Level II) \$1,800.00

(1) Diagnosis of Bilateral Asbestos-Related Nonmalignant Disease, and (2) six months CE Exposure, and (3) five years cumulative occupational exposure to asbestos

Other Asbestos Disease
 (Level I -Cash Discount
 Payment) \$250.00
 Not subject to the
 Payment Percentage

(1) Diagnosis of Bilateral Asbestos-Related Nonmalignant Disease or an asbestos-related malignancy other than mesothelioma, and (2) CE Exposure.

These Disease Levels, Scheduled Values, and Medical/Exposure Criteria shall apply to all TDP Claims filed with the Asbestos PI Trust on or before the Initial Claims Filing Date for which the claimant elects the Expedited Review Process. Thereafter, for purposes of administering the Expedited Review Process and with the consent of the TAC and the Future Claimants' Representative, the Trustees may add to, change, or eliminate Disease Levels, Scheduled Values, or Medical/Exposure Criteria; develop subcategories of Disease Levels, Scheduled Values or Medical/Exposure Criteria; or determine that a novel or exceptional asbestos personal injury claim is compensable even though it does not meet the Medical/Exposure Criteria for any of the then-current Disease Levels.

5.3(b) Individual Review Process

5.3(b)(1) In General. Subject to the provisions set forth below, a claimant may elect to have his or her TDP Claim reviewed for purposes of determining whether the claim would be cognizable and valid in the applicable tort system, even though it does not meet the presumptive Medical/Exposure Criteria for any of the Disease Levels set forth in Section 5.3(a)(3). In addition or alternatively, a claimant may elect to have a claim undergo the Individual Review Process for purposes of determining whether the liquidated value of a claim involving Disease Levels IV, V, VII or VIII exceeds the Scheduled Value for the relevant Disease Level set forth in said provision. However, except for claimants who allege Lung Cancer 2 – Disease Level VI and all claimants with Foreign Claims (as defined below), until such time as the Asbestos PI Trust has made an offer on a claim pursuant to Individual Review, the claimant may change his or her Individual Review election and have the claim liquidated pursuant to the Asbestos PI Trust's Expedited Review Process. In the event of such a change in the processing election, the claimant shall nevertheless retain his or her place in the FIFO Processing Queue.

The liquidated value of all Foreign Claims payable under this TDP shall be established only under the Asbestos PI Trust's Individual Review Process. TDP Claims of individuals exposed in Canada who were residents in Canada when such claims were filed shall not be considered Foreign Claims hereunder and shall be eligible for liquidation under the Expedited Review Process. Accordingly, a "Foreign Claim" is a TDP Claim with respect to which the claimant's exposure to an asbestos-containing product for which CE has legal responsibility occurred outside of the United States and its Territories and Possessions, and outside of the Provinces and Territories of Canada.

In reviewing such Foreign Claims, the Asbestos PI Trust shall take into account all relevant procedural and substantive legal rules to which the claims would be subject in the Claimant's Jurisdiction as defined in Section 5.3(b)(2) (including by reference to appropriate written expert or other evidence from the Claimant's Jurisdiction). The Asbestos PI Trust shall determine the validity and/or value of a Foreign Claim, including whether the claim has been paid, satisfied, settled, released, waived or otherwise discharged. The Asbestos PI Trust shall determine the liquidated value of valid Foreign Claims based on historical settlements and verdicts in the Claimant's Jurisdiction, the other valuation factors set forth in Section 5.3(b)(2) and any matrices and methodologies developed pursuant to the provisions of this Section 5.3(b)(1).

For purposes of the Individual Review process for Foreign Claims, the Trustees, with the consent of the TAC and the Future Claimants' Representative, may develop separate Medical/Exposure Criteria and standards, as well as separate requirements for physician and other professional qualifications, which shall be applicable to all Foreign Claims channeled to the Asbestos PI Trust; provided however, that such criteria, standards or requirements shall not

effectuate substantive changes to the claims eligibility requirements under this TDP, but rather shall be made only for the purpose of adapting those requirements to the particular licensing provisions and/or medical customs or practices of the foreign country in question.

In taking into account the relevant procedural and substantive legal rules of a foreign jurisdiction, the Asbestos PI Trust may use reliable sources and data to develop methodologies for the Asbestos PI Trust's use in evaluating the validity of and valuing the Foreign Claims with respect to such foreign jurisdiction. The Trustees, with the consent of the TAC and the Future Claimants' Representative, may also establish a separate valuation matrix for any such Foreign Claims based on such sources and data. Any such Foreign Claims valuation matrix shall contain the "Scheduled Value," "Average Value" and "Maximum Value" amounts for the subject foreign country, and those amounts shall be the relevant amounts for any application of provisions in this TDP relating to caps or sequencing adjustment calculations for claims with respect to such country (e.g., Sections 5.4(a), 5.10(a), 7.5(b) and 7.7).

5.3(b)(1)(A) Review of Medical/Exposure Criteria. The Asbestos PI Trust's Individual Review Process provides a claimant with an opportunity for individual consideration and evaluation of a TDP Claim that fails to meet the presumptive Medical/Exposure Criteria for Disease Levels II–V, VII or VIII. In such a case, the Asbestos PI Trust shall either deny the claim, or, if the Asbestos PI Trust is satisfied that the claimant has presented a claim that would be cognizable and valid in the applicable tort system, the Asbestos PI Trust can offer the claimant a liquidated value amount up to the Scheduled Value for that Disease Level, unless the claim qualifies as an Extraordinary Claim as defined in Section 5.4(a), in which case the Asbestos PI Trust can offer the claimant more than the Scheduled Value for

that Disease Level but such offer of liquidated value shall not exceed the Maximum Extraordinary Value for such claim.

5.3(b)(1)(B) Review of Liquidated Value. Claimants holding claims in Disease Levels IV, V, VII or VIII shall also be eligible to seek, and claimants holding claims in Disease Level VI and all Foreign Claims shall be required to undergo, Individual Review of the liquidated value of their claims, as well as of their medical/exposure evidence. The Individual Review Process is intended to result in payments equal to the full liquidated value for each claim multiplied by the Payment Percentage; however, the liquidated value of any TDP Claim that undergoes Individual Review may be determined to be less than the Scheduled Value the claimant would have received under Expedited Review. Moreover, the liquidated value for a claim involving Disease Levels IV–VIII shall not exceed the Maximum Value for the relevant Disease Level set forth in Section 5.3(b)(3), unless the claim meets the requirements of an Extraordinary Claim described in Section 5.4(a), in which case its liquidated value cannot exceed the Maximum Extraordinary Value for such claims. Because the detailed examination and valuation process pursuant to Individual Review requires substantial time and effort, claimants electing to undergo the Individual Review Process may be paid the liquidated value of their TDP Claims later than would have been the case had the claimant elected the Expedited Review Process. Subject to the provisions of Section 5.8, the Asbestos PI Trust shall devote reasonable resources to the review of all claims to ensure that there is a reasonable balance maintained in reviewing all classes of claims.

5.3(b)(2) Valuation Factors to be Considered in Individual Review.

The Asbestos PI Trust shall liquidate the value of each TDP Claim that undergoes Individual Review based on the historic liquidated values of other similarly situated claims in the applicable

tort system for the same Disease Level. The Asbestos PI Trust shall thus take into consideration all of the factors that affect the severity of damages and values within the applicable tort system including, but not limited to, credible evidence of (i) the degree to which the characteristics of a claim differ from the presumptive Medical/Exposure Criteria for the Disease Level in question; (ii) factors such as the claimant's age, disability, employment status, disruption of household, family or recreational activities, dependencies, special damages, and pain and suffering; (iii) whether the claimant's damages were (or were not) caused by asbestos exposure, including exposure to an asbestos-containing product, or to conduct that exposed the claimant to an asbestos-containing product, for which CE has legal responsibility prior to December 31, 1982, (for example, alternative causes, and the strength of documentation of injuries); (iv) the industry of exposure; (v) settlement and verdict histories and other law firms' experience in the Claimant's Jurisdiction for similarly situated claims; and (vi) settlement and verdict histories for the claimant's law firm for similarly situated claims.

For these purposes, the "Claimant's Jurisdiction" is the jurisdiction in which the claim was filed (if at all) against CE in the tort system prior to the Petition Date. If the claim was not filed against CE in the tort system prior to the Petition Date, the claimant may elect as the Claimant's Jurisdiction either (i) the jurisdiction in which the claimant resides at the time of diagnosis or when the claim is filed with the Asbestos PI Trust; or (ii) a jurisdiction in which the claimant experienced exposure to an asbestos-containing product, or to conduct that exposed the claimant to an asbestos-containing product, for which CE has legal responsibility.

With respect to the "Claimant's Jurisdiction" in the event a personal representative or authorized agent makes a claim under the TDP for wrongful death with respect to which the governing law of the Claimant's Jurisdiction could only be the Alabama Wrongful Death Statute,

the Claimant’s Jurisdiction for such claim shall be the Commonwealth of Pennsylvania, and such claimant’s damages shall be determined pursuant to the statutory and common laws of the Commonwealth of Pennsylvania without regard to its choice of law principles. The choice of law provision in Section 7.4 applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant’s Jurisdiction pursuant to Section 5.3(b)(2) is determined to be the Alabama Wrongful Death Statute, shall only govern the rights between the Asbestos PI Trust and the claimant, and, to the extent the Asbestos PI Trust seeks recovery from any entity that provided insurance coverage to CE, the Alabama Wrongful Death Statute shall govern.

5.3(b)(3) Scheduled, Average and Maximum Values. The Scheduled,

Average and Maximum Values for claims involving Disease Levels I – VIII are the following:

<u>Scheduled Disease</u>	<u>Scheduled Value</u>	<u>Average Value</u>	<u>Maximum Value</u>
Mesothelioma (Level VIII)	\$ 75,000	\$ 95,000	\$400,000
Lung Cancer 1 (Level VII)	\$ 25,000	\$ 35,000	\$150,000
Lung Cancer 2 (Level VI)	Subject to Individual Review	\$15,000	\$50,000
Other Cancer (Level V)	\$ 6,000	\$ 9,000	\$75,000
Severe Asbestosis (Level IV)	\$ 25,000	\$40,000	\$150,000
Asbestosis (Level III)	\$ 4800	\$ Scheduled Value	\$ Scheduled Value
Asbestosis/ Pleural Disease (Level II)	\$ 1800	\$ Scheduled Value	\$ Scheduled Value
Other Asbestos Disease (Cash Discount Payment) (Level I)	\$ 250	none	none

These Scheduled Values, Average Values and Maximum Values shall apply to all domestic TDP Determined Claims filed with the Asbestos PI Trust on or before the Initial

Claims Filing Date as provided in Section 5.1. Thereafter, the Asbestos PI Trust, with the consent of the TAC and the Future Claimants' Representative pursuant to Sections 6.6 and 7.7 of the Trust Agreement, may change these valuation amounts for good cause and consistent with any other restrictions on the amendment power.

5.4 Categorizing Claims as Extraordinary and/or Exigent Hardship

5.4(a) Extraordinary Claims. "Extraordinary Claim" means a TDP Claim that otherwise satisfies the Medical Criteria for Disease Levels II–VIII, and that is held by a claimant whose exposure to asbestos (i) occurred predominantly as a result of working in a facility of CE during a period in which CE was selling, distributing, supplying, producing, maintaining, processing, manufacturing, installing, repairing or otherwise handling asbestos-containing products at that facility, or (ii) was at least 75% the result of exposure to an asbestos-containing product, or to conduct that exposed the claimant to an asbestos-containing product, for which CE has legal responsibility, and in either case there is little likelihood of a substantial recovery elsewhere. All such Extraordinary Claims shall be presented for Individual Review and, if valid, shall be entitled to an award of up to a maximum extraordinary value of five (5) times the Scheduled Value set forth in Section 5.3(b)(3) for claims qualifying for Disease Levels II–V, VII and VIII, and five (5) times the Average Value for claims in Disease Level VI (in each case, the "Maximum Extraordinary Value"), multiplied by the applicable Payment Percentage. Any dispute as to Extraordinary Claim status shall be submitted to a special Extraordinary Claims Panel established by the Asbestos PI Trust with the consent of the TAC and the Future Claimants' Representative. All decisions of the Extraordinary Claims Panel shall be final and not subject to any further administrative or judicial review. An Extraordinary Claim, following its liquidation, shall be placed in the FIFO Payment Queue ahead of all other TDP Determined

Claims except Disease Level I Claims and Exigent Hardship Claims, which shall be paid first in that order in said Queue, based on its date of liquidation, subject to the Maximum Annual Payment and Claims Payment Ratio described above.

5.4(b) Exigent Hardship Claims. At any time the Asbestos PI Trust may liquidate and pay certain TDP Claims that qualify as Exigent Hardship Claims as defined below. Such claims may be considered separately no matter what the order of processing otherwise would have been under the TDP. An Exigent Hardship Claim, following its liquidation, shall be placed first in the FIFO Payment Queue ahead of all other liquidated TDP Determined Claims except Disease Level I Claims and shall be subject to the Maximum Annual Payment and Claims Payment Ratio described above. A TDP Determined Claim qualifies for payment as an “Exigent Hardship Claim” if the claim meets the Medical/Exposure Criteria for Severe Asbestosis (Disease Level IV) or an asbestos-related malignancy (Disease Levels V-VIII), and the Asbestos PI Trust, in its sole discretion, determines (a) that the claimant needs financial assistance on an immediate basis based on the claimant’s expenses and all sources of available income, and (b) that there is a causal connection between the claimant’s dire financial condition and the claimant’s asbestos-related disease.

5.5 Secondary Exposure Claims.

If a claimant alleges an asbestos-related disease resulting solely from exposure to an occupationally exposed person, such as a family member, the claimant may seek Individual Review of his or her claim pursuant to Section 5.3(b). In such a case, the claimant must establish that the occupationally exposed person would have met the exposure requirements under the TDP that would have been applicable had that person filed a direct claim against the Asbestos PI Trust. In addition, the claimant with secondary exposure must establish that he or she is

suffering from one of the eight Disease Levels described in Section 5.3(b)(3) or an asbestos-related disease otherwise compensable under the TDP, that his or her own exposure to the occupationally exposed person occurred within the same time frame as the occupationally exposed person was exposed to an asbestos-containing product, or to conduct that exposed the claimant to an asbestos-containing product, for which CE has legal responsibility, and that such secondary exposure was a cause of the claimed disease. All liquidation and payment rights and limitations under the TDP shall be applicable to such claims.

5.6 CE Derivative Asbestos Personal Injury Claims For Contribution/Indemnification.

CE Derivative Asbestos Personal Injury Claims that are asserted against the Asbestos PI Trust shall be treated as presumptively valid and paid by the Asbestos PI Trust, subject to the Maximum Annual Payment, Claims Payment Ratio and applicable Payment Percentage if (a) such claim satisfied the requirements of the Bar Date established by the Bankruptcy Court for CE Derivative Asbestos Personal Injury Claims, if any, and is not otherwise disallowed under Section 502(e) of the Bankruptcy Code, or subordinated by Section 509(c) of the Bankruptcy Code, and (b) the holder of such claim (the “Indirect Claimant”) establishes to the satisfaction of the Trustees that (i) the Indirect Claimant has paid in full the liability and obligation of the Asbestos PI Trust to the individual claimant to whom the Asbestos PI Trust would otherwise have had a liability or obligation under the TDP (the “Direct Claimant”), (ii) the Direct Claimant and the Indirect Claimant have forever and fully released the Asbestos PI Trust from all liability to the Direct Claimant, and (iii) the claim is not otherwise barred by a statute of limitations or repose or by other applicable law. In no event shall any Indirect Claimant have any rights against the Asbestos PI Trust superior to the rights of the related Direct Claimant against the

Asbestos PI Trust, including any rights with respect to the timing, amount or manner of payment. In addition, no CE Derivative Asbestos Personal Injury Claim may be liquidated and paid in an amount that exceeds what the Indirect Claimant has actually paid the related Direct Claimant in respect of such Direct Claimant's claim against the Asbestos PI Trust.

To establish a presumptively valid CE Derivative Asbestos Personal Injury Claim, the Indirect Claimant's aggregate liability for the Direct Claimant's claim must also have been fixed, liquidated and paid fully by the Indirect Claimant by settlement (with an appropriate full release in favor of the Asbestos PI Trust) or a Final Order provided that such claim is valid under the applicable state, federal or foreign law. In any case where the Indirect Claimant has satisfied the claim of a Direct Claimant against the Asbestos PI Trust under applicable law by way of a settlement, the Indirect Claimant shall obtain for the benefit of the Asbestos PI Trust a release in form and substance satisfactory to the Trustees. The Trustees may develop and approve a separate proof of claim form for such claims as provided in Section 6.1.

If an Indirect Claimant cannot meet the presumptive requirements set forth above, including the requirement that the Indirect Claimant provide the Asbestos PI Trust with a full release of the Direct Claimant's claim, the Indirect Claimant may request that the Asbestos PI Trust review the CE Derivative Asbestos Personal Injury Claim individually to determine whether the Indirect Claimant can establish under applicable state, federal or foreign law that the Indirect Claimant has paid all or a portion of a liability or obligation that the Asbestos PI Trust had to the Direct Claimant as of the Effective Date of the TDP. If the Indirect Claimant can show that it has paid all or a portion of such a liability or obligation, the Asbestos PI Trust shall reimburse the Indirect Claimant the amount of the liability or obligation so paid, times the then applicable Payment Percentage. However, in no event shall such reimbursement to the Indirect

Claimant be greater than the amount to which the Direct Claimant would have otherwise been entitled. Further, the liquidated value of any CE Derivative Asbestos Personal Injury Claim paid by the Asbestos PI Trust to an Indirect Claimant shall be treated as an offset to or reduction of the full liquidated amount of any TDP Claim that might be subsequently asserted by the Direct Claimant against the Asbestos PI Trust.

Any dispute between the Asbestos PI Trust and an Indirect Claimant over whether the Indirect Claimant has a right to reimbursement for any amount paid to a Direct Claimant shall be subject to the ADR Procedures adopted by the Asbestos PI Trust as provided in Section 5.10. If such dispute is not resolved by said ADR Procedures, the Indirect Claimant may litigate the dispute in the tort system pursuant to Sections 5.11 and 7.6.

The Trustees may develop and approve a separate proof of claim form for such CE Derivative Asbestos Personal Injury Claims. CE Derivative Asbestos Personal Injury Claims that have not been disallowed, discharged, or otherwise resolved by prior order of the Bankruptcy Court shall be processed in accordance with procedures to be developed and implemented by the Trustees consistent with the provisions of this Section 5.6, which procedures (a) shall determine the validity, acceptability and enforceability of such claims; and (b) shall otherwise provide the same liquidation and payment procedures and rights to the holders of such claims as the Asbestos PI Trust would have afforded the holders of the underlying valid TDP Claims. Nothing in the TDP is intended to preclude a trust to which asbestos-related liabilities are channeled from asserting a CE Derivative Asbestos Personal Injury Claim against the Asbestos PI Trust subject to the requirements set forth herein.

5.7 Evidentiary Requirements

5.7(a) Medical Evidence.

5.7(a)(1) In General. All diagnoses of an asbestos-related disease in a particular Disease Level shall be accompanied by either (i) a statement by the physician providing the diagnosis that at least 10 years have elapsed between the date of first exposure to asbestos or asbestos-containing products and the diagnosis, or (ii) a history of the claimant's exposure sufficient to establish a 10-year latency period. A finding by a physician after the Effective Date that a claimant's disease is "consistent with" or "compatible with" asbestosis shall not alone be treated by the Asbestos PI Trust as a diagnosis. For all TDP Claims, including Foreign Claims, all evidence submitted to the Asbestos PI Trust must be in English.

5.7(a)(1)(A) Disease Levels I - IV. Except for asbestos claims filed against CE or any other defendant in the tort system prior to the Petition Date, all diagnoses of a nonmalignant asbestos-related disease (Disease Levels I-IV) shall be based, in the case of a claimant who was living at the time the claim was filed, upon a physical examination of the claimant by the physician providing the diagnosis of the asbestos-related disease. All living claimants must also provide (i) for Disease Levels I-III, evidence of Bilateral Asbestos-Related Nonmalignant Disease (as defined in Footnote 4); (ii) for Disease Level IV,⁹ an ILO reading of 2/1 or greater or pathological evidence of asbestosis; and (iii) for Disease Levels III and IV, pulmonary function testing.¹⁰

⁹ All diagnoses of Asbestos/Pleural Disease (Disease Levels II and III) not based on pathology shall be presumed to be based on findings of bilateral asbestosis or pleural disease, and all diagnoses of Mesothelioma (Disease Level VIII) shall be presumed to be based on findings that the disease involves a malignancy. However, the Asbestos PI Trust may rebut such presumptions.

¹⁰ "Pulmonary function testing" or "PFT" shall mean testing that is in material compliance with the quality criteria established by the American Thoracic Society ("ATS") and is performed

In the case of a claimant who was deceased at the time the claim was filed, all diagnoses of a nonmalignant asbestos-related disease (Disease Levels I–IV) shall be based upon either (i) a physical examination of the claimant by the physician providing the diagnosis of the asbestos-related disease; or (ii) pathological evidence of the nonmalignant asbestos-related disease; or (iii) in the case of Disease Levels I–III, evidence of Bilateral Asbestos-Related Nonmalignant Disease (as defined in Footnote 4), and for Disease Level IV, either an ILO reading of 2/1 or greater or pathological evidence of asbestosis; or (iv) for either Disease Level III or IV, pulmonary function testing.

5.7(a)(1)(B) Disease Levels V – VIII. All diagnoses of an asbestos-related malignancy (Disease Levels V – VIII) shall be based upon either (i) a physical examination of the claimant by the physician providing the diagnosis of the asbestos-related disease, or (ii) a diagnosis of such a malignant Disease Level by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations (“JCAHO”).

Section 5.7(a)(1)(C) Exception to the Exception for Certain Pre-Petition Claims. If the holder of a TDP Claim that was filed against CE or any other defendant in the tort system prior to the Petition Date has available a report of a diagnosing physician

on equipment which is in material compliance with ATS standards for technical quality and calibration. PFT performed in a hospital accredited by the JCAHO, or performed, reviewed or supervised by a board certified pulmonologist or other Qualified Physician shall be presumed to comply with ATS standards, and the claimant may submit a summary report of the testing. If the PFT was not performed in an JCAHO-accredited hospital, or performed, reviewed or supervised by a board certified pulmonologist or other Qualified Physician, the claimant must submit the full report of the testing (as opposed to a summary report); provided, however, that if the PFT was conducted prior to the Effective Date of the Plan and the full PFT report is not available, the claimant must submit a declaration signed by a Qualified Physician or other qualified party, in the form provided by the Asbestos PI Trust, certifying that the PFT was conducted in material compliance with ATS standards.

engaged by the holder or his or her law firm who conducted a physical examination of the holder as described in Section 5.7(a)(1)(A), or if the holder has filed such medical evidence and/or a diagnosis of the asbestos-related disease by a physician not engaged by the holder or his or her law firm who conducted a physical examination of the holder with another asbestos-related personal injury settlement trust that requires such evidence, without regard to whether the claimant or the law firm engaged the diagnosing physician, the holder shall provide such medical evidence to the Asbestos PI Trust notwithstanding the exception in Section 5.7(a)(1)(A).

5.7(a)(2) Credibility of Medical Evidence. Before making any payment to a claimant, the Asbestos PI Trust must have reasonable confidence that the medical evidence provided in support of the claim is credible and consistent with recognized medical standards. The Asbestos PI Trust may require the submission of x-rays, other diagnostic imaging, detailed results of pulmonary function tests, laboratory tests, tissue samples, results of medical examination or reviews of other medical evidence, and may require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods and procedures to assure that such evidence is reliable. In addition, except for Foreign Claims, claimants who otherwise meet the requirements of the TDP for payment of TDP Determined Claims shall be paid irrespective of the results in any litigation at any time between the claimant and any other defendant in the applicable tort system. However, any relevant evidence submitted in a proceeding in the tort system, other than any findings of fact, a verdict, or a judgment, involving another defendant may be introduced by either the claimant or the Asbestos PI Trust in any Individual Review proceeding conducted pursuant to Section 5.3(b) or any Extraordinary Claim proceeding conducted pursuant to Section 5.4(a).

5.7(b) Exposure Evidence

5.7(b)(1) In General. As set forth in Section 5.3(a)(3), to qualify for any Disease Level, the claimant must demonstrate a minimum exposure to asbestos-containing products, or to conduct that exposed the claimant to an asbestos-containing product, for which CE has legal responsibility. Claims based on conspiracy theories that involve no exposure to an asbestos-containing product sold, distributed, marketed, supplied, specified, produced, selected, maintained, handled, processed, installed, repaired or manufactured by CE are not compensable under the TDP. To meet the presumptive exposure requirements of Expedited Review set forth in Section 5.3(a)(3), the claimant must show (i) for all Disease Levels, CE Exposure as defined in Section 5.7(b)(3) prior to December 31, 1982; (ii) for Asbestos/Pleural Disease Level II, six months CE Exposure prior to December 31, 1982, plus five years cumulative occupational asbestos exposure; and (iii) for Asbestosis/Pleural Disease (Disease Level III), Severe Asbestosis (Disease Level IV), Other Cancer (Disease Level V) or Lung Cancer 1 (Disease Level VII), the claimant must show six months CE Exposure prior to December 31, 1982, plus Significant Occupational Exposure to asbestos as defined in Section 5.7(b)(2). If the claimant cannot meet the relevant presumptive exposure requirements for a Disease Level eligible for Expedited Review, the claimant may seek Individual Review pursuant to Section 5.3(b) of his or her claim based on exposure to an asbestos-containing product, or to conduct that exposed the claimant to an asbestos-containing product, for which CE has legal responsibility.

5.7(b)(2) Significant Occupational Exposure. “Significant Occupational Exposure” means employment for a cumulative period of at least five years in an industry and an occupation in which the claimant (a) handled raw asbestos fibers on a regular basis; (b) fabricated asbestos-containing products so that the claimant in the fabrication process

was exposed on a regular basis to raw asbestos fibers; (c) altered, repaired or otherwise worked with an asbestos-containing product such that the claimant was exposed on a regular basis to raw asbestos fibers; or (d) was employed in an industry and occupation such that the claimant worked on a regular basis in close proximity to workers engaged in the activities described in (a), (b) and/or (c).

5.7(b)(3) CE Exposure. The claimant must demonstrate meaningful and credible exposure, which occurred prior to December 31, 1982, (a) to an asbestos-containing product sold, distributed, marketed, supplied, specified, produced, selected, maintained, handled, processed, installed, repaired or manufactured by CE or for which CE otherwise has legal responsibility or (b) to conduct for which CE has legal responsibility that exposed the claimant to an asbestos-containing product (“CE Exposure”). That meaningful and credible exposure evidence may be established by an affidavit or sworn statement of the claimant, an affidavit or sworn statement of a co-worker or an affidavit or sworn statement of a family member in the case of a deceased claimant (providing the Asbestos PI Trust finds such evidence reasonably reliable), invoices, employment, construction or similar records, or other credible evidence. The specific exposure information required by the Asbestos PI Trust to process a claim under either Expedited Review or Individual Review shall be set forth on the proof of claim form established by the Asbestos PI Trust pursuant to Section 6.1 for use by claimants in making a claim against the Asbestos PI Trust. The Asbestos PI Trust can also require submission of other or additional evidence of exposure when it deems such to be necessary.

Evidence submitted to establish proof of CE Exposure is for the sole benefit of the Asbestos PI Trust, not third parties or defendants in the tort system. The Asbestos PI Trust has no need for, and therefore claimants are not required to furnish the Asbestos PI Trust with

evidence of, exposure to specific asbestos products other than those for which CE has legal responsibility, except to the extent such evidence is required elsewhere in the TDP. Similarly, failure to identify CE products in the claimant's underlying tort action, or to other bankruptcy trusts, does not preclude the claimant from recovering from the Asbestos PI Trust, provided the claimant otherwise satisfies the medical and exposure requirements of the TDP.

5.8 Claims Audit Program.

The Asbestos PI Trust, with the consent of the TAC and the Future Claimants' Representative, may develop methods for auditing the reliability of medical evidence, including additional reading of x-rays and other diagnostic imaging and verification of pulmonary function tests, as well as the reliability of evidence of CE Exposure. In the event that the Asbestos PI Trust reasonably determines that any individual or entity has engaged in a pattern or practice of providing unreliable medical evidence to the Asbestos PI Trust, it may decline to accept additional evidence from such provider in the future.

Further, in the event that an audit reveals that fraudulent information has been provided to the Asbestos PI Trust, the Asbestos PI Trust may penalize any claimant or claimant's attorney by rejecting the TDP Claim or by other means including, but not limited to, requiring the source of the fraudulent information to pay the costs associated with the audit and any future audit or audits, reordering the priority of payment of all affected claimants' TDP Claims, raising the level of scrutiny of additional information submitted from the same source or sources, refusing to accept additional evidence from the same source or sources, seeking the prosecution of the claimant or claimant's attorney for presenting a fraudulent claim in violation of 18 U.S.C. §152, and seeking sanctions from the Bankruptcy Court.

5.9 Second Disease (Malignancy) Claims.

The holder of a TDP Claim involving a nonmalignant asbestos-related disease (Disease Levels I through IV) may assert a new TDP Claim against the Asbestos PI Trust for a malignant disease (Disease Levels V – VIII) that is subsequently diagnosed. Any additional payments to which such claimant may be entitled with respect to such malignant asbestos-related disease shall not be reduced by the amount paid for the nonmalignant asbestos-related disease, provided that the malignant disease had not been diagnosed by the time the claimant was paid with respect to the original claim involving the nonmalignant disease.

5.10 Arbitration.

5.10(a) Establishment of Arbitration Procedures. The Asbestos PI Trust, with the consent of the TAC and the Future Claimants’ Representative, shall develop and adopt Alternative Dispute Resolution Procedures (the “ADR Procedures”)¹¹ which shall provide for mediation and binding or non-binding arbitration to resolve disputes concerning whether the Asbestos PI Trust’s outright rejection or denial of a claim was proper or whether the claimant’s medical condition or exposure history meets the requirements of the TDP for purposes of categorizing a claim involving Disease Levels I – VIII. Proceedings under the ADR Procedures shall also be available for resolving disputes over the liquidated value of a claim involving Disease Levels IV – VIII, as well as disputes over the validity of a CE Derivative Asbestos Personal Injury Claim.

In all arbitrations, the arbitrator shall consider the same medical and exposure evidentiary requirements that are set forth in Section 5.7. In the case of an arbitration involving the liquidated

¹¹ To the extent there is any ambiguity or conflict between any provision of this TDP and the ADR Procedures, the provisions of this TDP shall control.

value of a claim involving Disease Levels IV – VIII, the arbitrator shall consider the same valuation factors that are set forth in Section 5.3(b)(2).

In arbitrations involving Foreign Claims, the Asbestos PI Trust may introduce into evidence its matrices and/or methodologies developed pursuant to Section 5.3(b)(1) for evaluating and valuing such Foreign Claims. The arbitrator is to assign a value to a valid Foreign Claim that is consistent with the value such claim would receive in the tort system in the Claimant's Jurisdiction.

In all arbitrations, the arbitrator shall consider evidence presented by the Asbestos PI Trust, including written expert or other evidence regarding the validity of a Foreign Claim, including evidence regarding whether the claim has been paid, satisfied, settled, released, waived, or otherwise discharged under the law and procedure of the Claimant's Jurisdiction, but only if provided to the claimant or his or her counsel at least ten (10) days prior to the arbitration hearing.

With respect to all claims eligible for arbitration, the claimant, but not the Asbestos PI Trust, may elect either non-binding or binding arbitration. The ADR Procedures may be modified by the Asbestos PI Trust with the consent of the TAC and the Future Claimants' Representative.

5.10(b) Claims Eligible for Arbitration. In order to be eligible for arbitration, the claimant must first complete the Individual Review Process with respect to the disputed issue. Individual Review will be treated as completed for these purposes when a TDP Claim has been individually reviewed by the Asbestos PI Trust, the Asbestos PI Trust has made an offer on the claim, the claimant has rejected the liquidated value resulting from the Individual Review, and the claimant has notified the Asbestos PI Trust of the rejection in writing. Individual Review will also be treated as completed if the Asbestos PI Trust has rejected the claim.

5.10(c) Limitations on and Payment of Arbitration Awards. In the case of a non-Extraordinary Claim involving Disease Levels I - III, the arbitrator shall not return an award in excess of the Scheduled Value for such claim. In the case of a non-Extraordinary Claim involving Disease Levels IV – VIII, the arbitrator shall not return an award in excess of the Maximum Value for the appropriate Disease Level as set forth in Section 5.3(a)(3). In the case of an Extraordinary Claim, the arbitrator shall not return an award greater than the Maximum Extraordinary Value for such a claim as set forth in Section 5.4(a). A claimant who submits to arbitration and who accepts the arbitral award will receive payments in the same manner as one who accepts the Asbestos PI Trust's original valuation of the claim.

5.11 Litigation.

Claimants who elect non-binding arbitration and then reject their arbitral awards retain the right to seek relief in the tort system pursuant to Section 7.6. However, a claimant shall be eligible for payment of a judgment for monetary damages obtained in the tort system from the Asbestos PI Trust only as provided in Section 7.7.

SECTION VI

Claims Materials

6.1 Claims Materials.

The Asbestos PI Trust shall prepare suitable and efficient claims materials (“Claims Materials”) for all TDP Claims, and shall provide such Claims Materials upon a written request for such materials to the Asbestos PI Trust. The proof of claim form to be submitted to the Asbestos PI Trust shall require the claimant to assert the highest Disease Level for which the claim qualifies at the time of filing. The proof of claim form shall also include a certification by the claimant or his or her attorney sufficient to meet the requirements of Rule 11(b) of the

Federal Rules of Civil Procedure. In developing its claim filing procedures, the Asbestos PI Trust shall make every effort to provide claimants with the opportunity to utilize currently available technology at their discretion, including filing claims and supporting documentation over the internet and electronically by disk or CD-rom. The proof of claim form to be used by the Asbestos PI Trust shall be developed by the Asbestos PI Trust and submitted to the TAC and the Future Claimants' Representative for approval; it may be changed by the Asbestos PI Trust with the consent of the TAC and the Future Claimants' Representative.

6.2 Content of Claims Materials.

The Claims Materials shall include a copy of the TDP, such instructions as the Trustees shall approve, and a detailed proof of claim form. If feasible, the forms used by the Asbestos PI Trust to obtain claims information shall be the same or substantially similar to those used by other asbestos claims resolution organizations. If requested by the claimant, the Asbestos PI Trust shall accept information provided electronically. The claimant may, but will not be required to, provide the Asbestos PI Trust with evidence of recovery from other defendants and claims resolution organizations, except that the Asbestos PI Trust may require a claimant holding a Foreign Claim to provide it with such evidence of recovery or other information that such claimant would be required to provide pursuant to the substantive law, rules of procedure or practices in the tort system in the Claimant's Jurisdiction, including pre- and post-verdict rules, so as to enable the Asbestos PI Trust to (1) determine whether the claim would be valid and cognizable in the tort system in the Claimant's Jurisdiction, (2) comply with the provisions of Section 5.3(b)(1) hereof, and (3) determine CE's several share of liability for the claimant's unpaid damages.

6.3 Withdrawal or Deferral of Claims.

A claimant can withdraw a TDP Claim at any time upon written notice to the Asbestos PI Trust and file another claim subsequently without affecting the status of the claim for statute of limitations purposes, but any such claim filed after withdrawal shall be given a place in the FIFO Processing Queue based on the date of such subsequent filing. A claimant may also request that the processing of his or her TDP Claim by the Asbestos PI Trust be deferred for a period not to exceed three years without affecting the status of the claim for statute of limitations purposes, in which case the claimant shall also retain his or her original place in the FIFO Processing Queue. During the period of such deferral, a sequencing adjustment on such claimant's TDP Claim as provided in Section 7.5 hereunder shall not accrue and payment thereof shall be deemed waived by the claimant. Except for TDP Claims held by representatives of deceased or incompetent claimants for which court or probate approval of the Asbestos PI Trust's offer is required, or a TDP Claim for which deferral status has been granted, a claim shall be deemed to have been withdrawn if the claimant neither accepts, rejects, nor initiates arbitration within six months of the Asbestos PI Trust's written offer of payment or rejection of the claim. Upon written request and good cause, the Asbestos PI Trust may extend the withdrawal or deferral period for up to an additional six months.

6.4 Filing Requirements and Fees.

The Trustees shall have the discretion to determine, with the consent of the TAC and the Future Claimants' Representative, (a) whether a claimant must have previously filed an asbestos-related personal injury claim in the tort system to be eligible to file the claim with the Asbestos PI Trust and (b) other than as set forth in Section 5.2(d)(2) with respect to Non-Qualified Claims, whether to require (and, if required, the amount of) any filing fee for any TDP Claims.

6.5 Confidentiality of Claimants' Submissions.

All submissions to the Asbestos PI Trust by a holder of a TDP Claim, including the proof of claim form and materials related thereto, shall be treated as made in the course of settlement discussions between the holder and the Asbestos PI Trust and intended by the parties to be confidential and to be protected by all applicable state and federal privileges, including, but not limited to, those directly applicable to settlement discussions. The Asbestos PI Trust shall preserve the confidentiality of such claimant submissions, and shall disclose the contents thereof only, with the permission of the holder, to another trust established for the benefit of asbestos personal injury claimants pursuant to Section 524(g) of the Bankruptcy Code or other applicable law, to such other persons as authorized by the holder, or in response to a valid subpoena of such materials. Furthermore, the Asbestos PI Trust shall provide counsel for the holder a copy of any such subpoena as soon as practicable after being served. The Asbestos PI Trust shall on its own initiative or upon request of the claimant in question take all necessary and appropriate steps to preserve any and all privileges. Notwithstanding anything in the foregoing to the contrary, with the consent of the TAC and the Future Claimants' Representative, the Asbestos PI Trust may, in specific limited circumstances, disclose information, documents or other materials reasonably necessary in the Asbestos PI Trust's judgment to preserve, litigate, resolve or settle coverage, or to comply with an applicable obligation under an insurance policy or settlement agreement within the Subject Insurance Policies, the Subject Insurance Settlement Agreements or the Asbestos Insurance Settlement Agreements; provided, however, that the Asbestos PI Trust shall take any and all steps reasonably feasible in its judgment to preserve the further confidentiality of such information, documents and materials, and prior to the disclosure of such information, documents or materials to a third party, the Asbestos PI Trust shall receive from such third party

a written agreement of confidentiality that (a) ensures that the information, documents and materials provided by the Asbestos PI Trust shall be used solely by the receiving party for the purpose stated in the agreement and (b) prohibits any other use or further dissemination of the information, documents and materials by the third party.

SECTION VII

General Guidelines for Liquidating and Paying Claims

7.1 Showing Required.

To establish a valid TDP Claim, a claimant must meet the requirements set forth in the TDP. The Asbestos PI Trust may require the submission of x-rays, other diagnostic imaging, laboratory tests, medical examinations or reviews, other medical evidence, or any other evidence to support or verify the TDP Claim and may further require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods, and procedures to assure that such evidence is reliable.

7.2 Costs Considered.

Notwithstanding any provisions of the TDP to the contrary, the Trustees shall always give appropriate consideration to the cost of investigating and uncovering invalid TDP Claims so that the payment of valid TDP Claims is not further impaired by such processes with respect to issues related to the validity of the medical evidence supporting a TDP Claim. The Trustees shall also have the latitude to make judgments regarding the amount of transaction costs to be expended by the Asbestos PI Trust so that valid TDP Claims are not unduly further impaired by the costs of additional investigation. Nothing herein shall prevent the Trustees, in appropriate circumstances, from contesting the validity of any claim against the Asbestos PI Trust whatever the costs, or

declining to accept medical evidence from sources that the Trustees have determined to be unreliable pursuant to the Claims Audit Program described in Section 5.8.

7.3 Discretion to Vary the Order and Amounts of Payments in Event of Limited Liquidity.

Consistent with the provisions hereof and subject to the FIFO Processing and Payment Queues, the Maximum Annual Payment, the Payment Percentage, and the Claims Payment Ratio requirements set forth herein, the Trustees shall proceed as quickly as practicable to liquidate TDP Determined Claims, and shall make payments to holders of TDP Determined Claims in accordance with the TDP promptly as funds become available (and as claims are liquidated), while maintaining sufficient resources to pay future TDP Determined Claims in substantially the same manner.

Because the Asbestos PI Trust's income over time remains uncertain, and decisions about payments must be based on estimates that cannot be done precisely, they may have to be revised in light of experiences over time, and there can be no guarantee of any specific level of payment to claimants. However, the Trustees shall use their best efforts to treat similar claims in substantially the same manner, consistent with their duties as Trustees, the purposes of the Asbestos PI Trust, the established allocation of funds to Category A Claims and Category B Claims, and the practical limitations imposed by the inability to predict the future with precision.

In the event that the Asbestos PI Trust faces temporary periods of limited liquidity, the Trustees may, with the consent of the TAC and the Future Claimants' Representative, suspend the normal order of payment and may temporarily limit or suspend payments altogether, and may offer a Reduced Payment Option as described in Section 2.5.

7.4 Punitive Damages.

Except as provided below for claims asserted under the Alabama Wrongful Death Statute, in determining the value of any liquidated or unliquidated TDP Claim, punitive or exemplary damages, *i.e.*, damages other than compensatory damages, shall not be considered or paid, notwithstanding their availability in the tort system. Similarly, no punitive or exemplary damages shall be payable with respect to any claim litigated against the Asbestos PI Trust in the tort system pursuant to Sections 5.11 and 7.6.

The only damages that may be awarded pursuant to the TDP to Alabama Claimants who are deceased and whose personal representatives pursue their claims only under the Alabama Wrongful Death Statute shall be compensatory damages determined pursuant to the statutory and common law of the Commonwealth of Pennsylvania, without regard to its choice of law principles. The choice of law provision in Section 7.4 herein applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant's Jurisdiction pursuant to Section 5.3(b)(2) is determined to be the Alabama Wrongful Death Statute, shall only govern the rights between the Asbestos PI Trust and the claimant including, but not limited to, suits in the tort system pursuant to Section 7.6, and to the extent the Asbestos PI Trust seeks recovery from any entity that provided insurance to CE, the Alabama Wrongful Death Statute shall govern.

7.5 Sequencing Adjustment.

7.5(a) In General. Except for a TDP Determined Claim involving Other Asbestos Disease (Disease Level I – Cash Discount Payment) which is not entitled to a sequencing adjustment under any circumstances, a sequencing adjustment shall not accrue and be paid on TDP Determined Claims unless and until the Claim has been filed with the Asbestos

PI Trust and remains unpaid for a period of at least two years. Notwithstanding the foregoing, no claimant shall receive a sequencing adjustment unless and until the Trustees make a recommendation that sequencing adjustments be paid on TDP Determined Claims and the recommendation is approved by the TAC and Future Claimants' Representative. In the event that payment of sequencing adjustments is approved, no claimant shall be paid a sequencing adjustment for a period in excess of seven (7) years. The sequencing adjustment factor for TDP Determined Claims shall be set by the Trustees, with the consent of the TAC and Future Claimants' Representative.

7.5(b) Sequencing Adjustment on TDP Determined Claims. Should the payment of sequencing adjustments be approved as provided by Section 7.5(a), the sequencing adjustment shall accrue on the Scheduled Value (and for purposes of distribution, shall be added to such Scheduled Value) of any TDP Determined Claim that meets the requirements of Disease Levels II – V, VII and VIII if and only if such claim is liquidated under Expedited Review, Individual Review, or the ADR Procedures. The sequencing adjustment on a TDP Determined Claim that meets the requirements of Disease Level VI shall be based on the Average Value of such claim. A particular TDP Determined Claim that has not been paid within two years after the date the TDP Claim was filed with the Asbestos PI Trust shall be eligible to receive a sequencing adjustment, but a sequencing adjustment may not be paid on the claim unless authorized by the Trustees, with the consent of the TAC and Future Claimants' Representative. Notwithstanding the foregoing, a sequencing adjustment shall cease to accrue on a TDP Determined Claim at the time the Asbestos PI Trust makes a good faith offer to settle such TDP Determined Claim; provided that if such TDP Determined Claim is, pursuant to Section 5.10 of the TDP, awarded a higher amount through arbitration than the offer made by the Asbestos PI

Trust, a sequencing adjustment on that TDP Determined Claim will be calculated on the full amount of that award during the entire period for which a sequencing adjustment would have been payable but for the operation of this provision.

7.6 Suits in the Tort System.

If the holder of a disputed claim disagrees with the Asbestos PI Trust's determination regarding the Disease Level of the claim, the claimant's exposure history or the liquidated value of the claim, and if the holder has first submitted the claim to non-binding arbitration as provided in Section 5.10, the holder may file a lawsuit against the Asbestos PI Trust in the Claimant's Jurisdiction. Any such lawsuit must be filed by the claimant in his or her own right and name and not as a member or representative of a class, and no such lawsuit may be consolidated with any other lawsuit. All defenses (including, with respect to the Asbestos PI Trust, all defenses which could have been asserted by CE) shall be available to both sides at trial; however, the Asbestos PI Trust may waive any defense and/or concede any issue of fact or law. If the claimant was alive at the time the initial pre-petition complaint was filed or on the date the proof of claim was filed with the Asbestos PI Trust, the case shall be treated as a personal injury case with all personal injury damages to be considered, even if the claimant has died during the pendency of the claim.

7.7 Payment of Judgments for Money Damages.

If and when a claimant obtains a judgment in the tort system, the claim shall be placed in the FIFO Payment Queue based on the date on which the judgment becomes final. Thereafter, the claimant shall receive from the Asbestos PI Trust an initial payment (subject to the applicable Payment Percentage, the Maximum Annual Payment, and the Claims Payment Ratio provisions set forth above) of an amount equal to the greater of (i) the Asbestos PI Trust's last offer to the

claimant or (ii) the award that the claimant declined in non-binding arbitration; provided, however, that in no event shall the payment amount exceed the amount of the judgment obtained in the tort system. The claimant shall receive the balance of the judgment, if any, in five equal installments in years six (6) through ten (10) following the year of the initial payment (also subject to the applicable Payment Percentage, the Maximum Annual Payment and the Claims Payment Ratio provisions above in effect on the date of payment of the subject installment).

In the case of a claim involving Disease Level I, II or III, the total amounts paid with respect to such claims shall not exceed the relevant Scheduled Value for such Disease Level as set forth in Section 5.3(b)(3). In the case of non-Extraordinary Claims involving Disease Levels IV – VIII, the total amounts paid with respect to such claims shall not exceed the Maximum Values for such Disease Levels set forth in Section 5.3(b)(3). In the case of Extraordinary Claims, the total amounts paid with respect to such claims shall not exceed the Maximum Extraordinary Values for such claims set forth in Section 5.4(a). Under no circumstances shall (a) sequencing adjustments be paid pursuant to Section 7.5 or (b) interest be paid under any statute on any judgments obtained in the tort system.

7.8 Third-Party Services.

Nothing in the TDP shall preclude the Asbestos PI Trust from contracting with another asbestos claims resolution organization to provide services to the Asbestos PI Trust so long as decisions about the categorization and liquidated value of TDP Claims are based on the relevant provisions of the TDP, including the Disease Levels, Scheduled Values, Average Values, Maximum Values, and Medical/Exposure Criteria set forth above.

7.9 Asbestos PI Trust Disclosure of Information.

Periodically, but not less often than once a year, the Asbestos PI Trust shall make available to claimants and other interested parties, the number of claims by Disease Levels that have been resolved both by the Individual Review Process and under the ADR Procedures as well as by litigation in the tort system indicating the amounts of the awards and the averages of the awards by jurisdiction.

7.10 Releases.

The Trustees shall have the discretion to determine the form and substance of the releases to be provided to the Asbestos PI Trust in order to maximize recovery for claimants against other tortfeasors without increasing the risk or amount of claims for indemnification or contribution from the Asbestos PI Trust. As a condition to making any payment to a claimant, the Asbestos PI Trust shall obtain a general, partial, or limited release as appropriate in accordance with the applicable state, federal, foreign or other law. If allowed by applicable law, the endorsing of a check or draft for payment by or on behalf of a claimant may, in the discretion of the Asbestos PI Trust, constitute such a release.

SECTION VIII

Miscellaneous

8.1 Amendments.

Except as otherwise provided herein, the Trustees may amend, modify, delete, or add to any provisions of the TDP (including, without limitation, amendments to conform the TDP to advances in scientific or medical knowledge or other changes in circumstances), provided they first obtain the consent of the TAC and the Future Claimants' Representative pursuant to the consent process set forth in Sections 6.6 and 7.7 of the Trust Agreement, except that the right to

amend the Claims Payment Ratio is governed by the restrictions in Section 2.5, and the right to adjust the Payment Percentage is governed by Section 4.2. Nothing herein is intended to preclude the TAC or the Future Claimants' Representative from proposing to the Trustees, in writing, amendments to the TDP. Any amendment proposed by the TAC or the Future Claimants' Representative shall remain subject to Section 8.3 of the Trust Agreement.

8.2 Severability.

Should any provision contained in the TDP be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of the TDP. Should any provision contained in the TDP be determined to be inconsistent with or contrary to CE's obligations to any insurance company providing insurance coverage to CE in respect of claims for personal injury based on exposure to an asbestos-containing product, or to conduct that exposed the claimant to an asbestos-containing product, for which CE has legal responsibility, the Asbestos PI Trust, with the consent of the TAC and the Future Claimants' Representative, may amend the TDP and/or the Trust Agreement to make the provisions of either or both documents consistent with the duties and obligations of CE to said insurance company.

8.3 Governing Law.

Except for purposes of determining the liquidated value of any TDP Claim, administration of the TDP shall be governed by, and construed in accordance with, the laws of the State of Delaware. The law governing the liquidation of TDP Claims in the case of Individual Review, arbitration or litigation in the tort system shall be the law of the Claimant's Jurisdiction as described in Section 5.3(b)(2).

EXHIBIT D

G-I HOLDINGS INC.

**SECOND AMENDED ASBESTOS PERSONAL INJURY SETTLEMENT TRUST
DISTRIBUTION PROCEDURES**

G-I HOLDINGS INC.

**ASBESTOS PERSONAL INJURY SETTLEMENT TRUST DISTRIBUTION
• PROCEDURES**

TABLE OF CONTENTS

	<u>Page</u>
SECTION I — Introduction	1
1.1 Purpose	1
1.2 Interpretation	2
SECTION II — Overview	2
2.1 PI Trust Goals	2
2.2 Claims Liquidation Procedures	3
2.3 Application of the Payment Percentage	5
2.4 PI Trust’s Determination of the Maximum Annual Payment and Maximum Available Payment	6
2.5 Claims Payment Ratio	8
2.6 Indirect PI Trust Claims	10
2.7 Payments on an Installment Basis	10
(a) Payments on an Installment Basis Prior to the First Reconsideration of the Initial Payment Percentage	
(b) Payments on an Installment Basis After the First Reconsideration of the Initial Payment Percentage	
SECTION III — TDP Administration	11
3.1 Trust Advisory Committee and Futures Representative	11
3.2 Consent and Consultation Procedures	11
SECTION IV — Payment Percentage; Periodic Estimates	12
4.1 Uncertainty of G-I’s Personal Injury Asbestos Liabilities	12
4.2 Computation of Payment Percentage	12
4.3 Applicability of the Payment Percentage	14

SECTION V — Resolution of PI Trust Claims	16
5.1 Ordering, Processing and Payment of Claims	16
(a) Ordering of Claims	16
(1) Establishment of the FIFO Processing Queue	16
(2) Effect of Statutes of Limitations and Repose	17
(b) Processing of Claims.....	18
(c) Payment of Claims.....	18
5.2 Resolution of Pre-Petition Liquidated PI Trust Claims	19
(a) Processing and Payment	19
(b) Marshalling of Security.....	21
5.3 Resolution of Unliquidated PI Trust Claims	21
(a) Expedited Review Process	22
(1) In General	22
(2) Claims Processing Under Expedited Review	23
(3) Disease Levels, Scheduled Values and Medical/Exposure Criteria	24
(b) Individual Review Process	27
(1) In General	27
(A) Review of Medical/Exposure Criteria	29
(B) Review of Liquidated Value	29
(2) Valuation Factors to Be Considered in Individual Review	30
(3) Scheduled, Average and Maximum Values	31
5.4 Categorizing Claims as Extraordinary and/or Exigent Hardship.....	32
(a) Extraordinary Claims	32
(b) Exigent Hardship Claims	33
5.5 Secondary Exposure Claims	34
5.6 Indirect PI Trust Claims	34
5.7 Evidentiary Requirements	37
(a) Medical Evidence	37
(1) In General	37
(A) Disease Levels I–IV	37
(B) Disease Levels V–VIII	38
(C) Exception to the Exception for Certain Pre-Petition Claims.....	38
(2) Credibility of Medical Evidence	39
(b) Exposure Evidence.....	40
(1) In General	40
(2) Significant Occupational Exposure.....	40
(3) G-I Exposure.....	41
5.8 Claims Audit Program	42
5.9 Second Disease (Malignancy) Claims	42

5.10	Arbitration.....	43
(a)	Establishment of ADR Procedures	43
(b)	Claims Eligible for Arbitration	44
(c)	Limitations on and Payment of Arbitration Awards.....	44
5.11	Litigation	45
SECTION VI — Claims Materials		45
6.1	Claims Materials	45
6.2	Content of Claims Materials	46
6.3	Withdrawal or Deferral of Claims	46
6.4	Filing Requirements and Fees	47
6.5	Confidentiality of Claimants’ Submissions	47
SECTION VII — General Guidelines for Liquidating and Paying Claims		48
7.1	Showing Required	48
7.2	Costs Considered	49
7.3	Discretion to Vary the Order and Amounts of Payments in Event of Limited Liquidity	49
7.4	Punitive Damages	50
7.5	Suits in the Tort System.....	51
7.6	Payment of Judgments for Money Damages	51
7.7	Releases	52
7.8	Third-Party Services	53
7.9	PI Trust Disclosure of Information.....	53
SECTION VIII — Miscellaneous		53
8.1	Amendments	53
8.2	Severability	54
8.3	Governing Law	54

G-I HOLDINGS INC.

ASBESTOS PERSONAL INJURY SETTLEMENT TRUST DISTRIBUTION PROCEDURES

The G-I Holdings Inc. Asbestos Personal Injury Settlement Trust Distribution Procedures (the “**TDP**”) contained herein provide for resolving all “Asbestos Claims” as defined in the Eighth Amended Joint Plan of Reorganization of G-I Holdings Inc. and ACI Inc. Pursuant to Chapter 11 of the Bankruptcy Code, dated as of October 5, 2009 (as it may be amended or modified, the “**Plan**”),¹ including all asbestos-related personal injury and death claims caused by conduct of, and/or exposure to products for which, G-I Holdings Inc. and/or ACI Inc. (collectively referred to as “**G-I**”), and their predecessors, successors, and assigns, have legal responsibility as provided in and required by the Plan and the G-I Holdings Inc. Asbestos Personal Injury Settlement Trust Agreement (the “**PI Trust Agreement**”). The Plan and PI Trust Agreement establish the G-I Holdings Inc. Asbestos Personal Injury Settlement Trust (the “**PI Trust**”). The Trustees of the PI Trust (the “**Trustees**”) shall implement and administer this TDP in accordance with the PI Trust Agreement.

SECTION I

Introduction

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

¹ Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Plan and the PI Trust Agreement; provided, however, that “Asbestos Claims” as defined in the Plan shall be referred to herein as “**PI Trust Claims**” and “Indirect Trust Claims” as defined in the Plan shall be referred to herein as “**Indirect PI Trust Claims.**”

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

SECTION II

Overview

2.1 PI Trust Goals. The goal of the PI Trust is to treat all claimants equitably. This TDP furthers that goal by setting forth procedures for processing and paying G-I's several share of the unpaid portion of the liquidated value of PI Trust Claims generally on an impartial, first-in-first-out ("**FIFO**") basis, with the intention of paying all claimants over time as equivalent a share as possible of the value of their claims based on historical values for substantially similar claims in the tort system.² To this end, the TDP establishes a schedule of eight asbestos-related diseases ("**Disease Levels**"), seven of which have presumptive medical and exposure requirements ("**Medical/Exposure Criteria**") and specific liquidated values ("**Scheduled Values**"), and five of which have both anticipated average values ("**Average Values**") and caps on their liquidated values ("**Maximum Values**"). The Disease Levels, Medical/Exposure Criteria, Scheduled Values, Average Values and Maximum Values, which are set forth in Sections 5.3 and 5.4 below, have all been selected and derived with the intention of achieving a fair allocation of the PI Trust funds as among claimants suffering from different disease processes in light of the best available information considering the settlement histories of G-I and the rights claimants would have in the tort system absent the bankruptcy.

² As used in this TDP, the phrase "in the tort system" shall not include claims asserted against a trust established for the benefit of asbestos personal injury claimants pursuant to section 524(g) and/or section 105 of the Bankruptcy Code or any other applicable law.

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

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

PI Trust Claims involving Disease Levels IV–VIII tend to raise more complex valuation issues than the PI Trust Claims in Disease Levels I–III. Accordingly, in lieu of liquidating such claimant's claim under the Expedited Review Process, claimants holding claims involving these

Disease Levels may alternatively seek to establish a liquidated value for the claim that is greater than its Scheduled Value by electing the PI Trust's Individual Review Process. However, the liquidated value of a more serious Disease Level IV, V, VII or VIII claim that undergoes the Individual Review Process for valuation purposes may be determined to be less than its Scheduled Value, and in any event shall not exceed the Maximum Value for the relevant Disease Level set forth in Section 5.3(b)(3) below, unless the claim qualifies as an Extraordinary Claim as defined in Section 5.4(a) below, in which case its liquidated value cannot exceed the maximum extraordinary value specified in Section 5.4(a) for such claims. Level VI (Lung Cancer 2) claims and all Foreign Claims may be liquidated only pursuant to the PI Trust's Individual Review Process.

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

All unresolved disputes over a claimant's medical condition, exposure history and/or the liquidated value of the claim shall be subject to binding or non-binding arbitration as set forth in Section 5.10 below, at the election of the claimant, under the ADR Procedures that are provided in Attachment A hereto. PI Trust Claims that are the subject of a dispute with the PI Trust that cannot be resolved by non-binding arbitration may enter the tort system as provided in Sections 5.11 and 7.5 below. However, if and when a claimant obtains a judgment in the tort system, the

judgment shall be payable (subject to the Payment Percentage, Maximum Available Payment, and Claims Payment Ratio provisions set forth below) as provided in Section 7.6 below.

2.3 Application of the Payment Percentage. After the liquidated value of a PI Trust Claim other than a claim involving Other Asbestos Disease (Disease Level I – Cash Discount Payment), as defined in Section 5.3(a)(3) below, is determined pursuant to the procedures set forth herein for Expedited Review, Individual Review, arbitration, or litigation in the tort system, the claimant shall ultimately receive a pro-rata share of that value based on a Payment Percentage described in Section 4.2 below. The Payment Percentage shall also apply to all Pre-Petition Liquidated Claims as provided in Section 5.2 below.

The Initial Payment Percentage was set at 8.6% and was adjusted to 7.4% by the PI Trust pursuant to the consent of the PI Trust Advisory Committee (the “TAC”) and the Legal Representative for Future Claimants (the “**Futures Representative**”) (who are described in Section 3.1 below) pursuant to Section 2.7 or Section 4.2 below. The Initial Payment Percentage, as adjusted, shall apply to all PI Trust Voting Claims accepted as valid by the PI Trust. The term “**PI Trust Voting Claims**” includes (i) Pre-Petition Liquidated Claims as defined in Section 5.2(a) below; (ii) claims filed against G-I in the tort system or actually submitted to G-I pursuant to an administrative settlement agreement prior to the Petition Date of January 5, 2001; and (iii) all asbestos claims filed against another defendant in the tort system prior to October 5, 2009, the date the Plan was filed with the Bankruptcy Court (the “**Plan Filing Date**”); provided, however, that (1) the holder of a claim described in subsection (i), (ii) or (iii) above, or his or her authorized agent, actually voted to accept or reject the Plan pursuant to the voting procedures established by the Bankruptcy Court, unless such holder certifies to the satisfaction of the Trustees that he or she was prevented from voting in this proceeding as a

result of circumstances resulting in a state of emergency affecting, as the case may be, the holder's residence, principal place of business or legal representative's place of business at which the holder or his or her legal representative receives notice and/or maintains material records relating to his or her PI Trust Voting Claim; and provided further that (2) the claim was subsequently filed with the PI Trust pursuant to Section 6.1 below by the Initial Claims Filing Date defined in Section 5.1(a) below. The Initial Payment Percentage, as adjusted, has been calculated on the assumption that the Average Values set forth in Section 5.3(b)(3) below shall be achieved with respect to existing present claims and projected future claims involving Disease Levels IV–VIII.

The Payment Percentage may thereafter be adjusted upwards or downwards from time to time by the PI Trust with the consent of the TAC and the Futures Representative to reflect then-current estimates of the PI Trust's assets and its liabilities, as well as then-estimated value of then-pending and future claims. Any adjustment to the Initial Payment Percentage shall be made only pursuant to Section 4.2 below. If the Payment Percentage is increased over time, claimants whose claims were liquidated and paid in prior periods under the TDP shall receive additional payments only as provided in Section 4.2 below. Because there is uncertainty in the prediction of both the number and severity of future PI Trust Claims, and the amount of the PI Trust's assets, no guarantee can be made of any Payment Percentage of a PI Trust Claim's liquidated value.

2.4 PI Trust's Determination of the Maximum Annual Payment and Maximum Available Payment. The PI Trust shall estimate or model the amount of cash flow anticipated to be necessary over its entire life to ensure that funds shall be available to treat all present and future holders of PI Trust Claims as similarly as possible. In each year, the PI Trust shall be

empowered to pay out all of the income earned during the year (net of taxes payable with respect thereto), together with a portion of its principal, calculated so that the application of PI Trust funds over its life shall correspond with the needs created by the estimated initial backlog of claims and the estimated anticipated future flow of claims (the “**Maximum Annual Payment**”), taking into account the Payment Percentage provisions set forth in Section 2.3 above and Sections 2.7, 4.2 and 4.3 below. The PI Trust’s distributions to all claimants for any given year, including any second installments that, pursuant to Section 2.7 below, were not paid to claimants whose claims were liquidated prior to the first reconsideration of the Initial Payment Percentage, shall not exceed the Maximum Annual Payment determined for that year.

In distributing the Maximum Annual Payment, the PI Trust shall first allocate the amount in question to (a) outstanding Pre-Petition Liquidated Claims, (b) PI Trust Claims involving Disease Level I (Cash Discount Payment) that have been liquidated by the PI Trust, (c) any PI Trust Claims based on a diagnosis dated prior to the Effective Date that have been liquidated by the PI Trust (“Existing Claims”) and (d) Exigent Hardship Claims (as defined in Section 5.4(b) below) that have been liquidated by the PI Trust. Should the Maximum Annual Payment be insufficient to pay all such claims in full, they shall be paid in proportion to the aggregate value of each group of claims and the available funds allocated to each group of claims shall be paid to the maximum extent to claimants in the particular group based on their place in their respective FIFO Payment Queue. Claims in any group for which there are insufficient funds shall be carried over to the next year, and placed at the head of their FIFO Payment Queue. The remaining portion of the Maximum Annual Payment (the “**Maximum Available Payment**”), if any, shall then be allocated and used to satisfy all other liquidated PI Trust Claims, subject to the

Claims Payment Ratio set forth in Section 2.5 below. Claims in the groups described in (a), (b), (c) and (d) above shall not be subject to the Claims Payment Ratio.

2.5 Claims Payment Ratio. Based upon G-I's claims settlement histories and analysis of present and future claims, a Claims Payment Ratio has been determined which, as of the Effective Date, has been set at 85% for Category A claims, which consist of PI Trust Claims involving severe asbestosis and malignancies (Disease Levels IV–VIII) and at 15% for Category B claims, which are PI Trust Claims involving non-malignant Asbestosis or Pleural Disease (Disease Levels II and III).

In each year, after the determination of the Maximum Available Payment described in Section 2.4 above, 85% of that amount shall be available to pay Category A claims and 15% shall be available to pay Category B claims that have been liquidated since the Petition Date except for claims which, pursuant to Section 2.4 above, are not subject to the Claims Payment Ratio. In the event there are insufficient funds in any year to pay the liquidated claims within either or both of the Categories, the available funds allocated to the particular Category shall be paid to the maximum extent to claimants in that Category based on their place in the FIFO Payment Queue described in Section 5.1(c) below, which shall be based upon the date of claim liquidation. Claims for which there are insufficient funds allocated to the relevant Category shall be carried over to the next year where they shall be placed at the head of the FIFO Payment Queue. If there are excess funds in either or both Categories, because there is an insufficient amount of liquidated claims to exhaust the respective Maximum Available Payment amount for that Category, then the excess funds for either or both Categories shall be rolled over and remain dedicated to the respective Category to which they were originally allocated.

The 85%/15% Claims Payment Ratio and its rollover provision shall apply to all PI Trust Voting Claims as defined in Section 2.3 above (except Pre-Petition Liquidated Claims, Other Asbestos Disease claims (Disease Level I – Cash Discount Payment), Existing Claims and Exigent Hardship Claims), and shall not be amended until the second anniversary of the date the PI Trust first accepts for processing proof of claim forms and other materials required to file a claim with the PI Trust.

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

In any event, no amendment to the Claims Payment Ratio to reduce the percentage allocated to Category A claims may be made without the unanimous consent of the TAC members and the consent of the Futures Representative, and the percentage allocated to Category A claims may not be increased without the consent of the TAC and the Futures Representatives. The consent process set forth in Sections 5.7(b) and 6.6(b) of the PI Trust Agreement shall apply in the event of any amendments to the Claims Payment Ratio. The Trustees, with the consent of the TAC and the Futures Representative, may offer the option of a reduced Payment Percentage to holders of claims in either Category A or Category B in return for prompter payment (the **“Reduced Payment Option”**).

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

2.7 Payments on an Installment Basis.

2.7(a) Payments on an Installment Basis Prior to the First Reconsideration of the Initial Payment Percentage. All claims that are liquidated by the PI Trust prior to the conclusion of the first reconsideration of the Initial Payment Percentage described in Section 4.2 hereof shall be paid in two installments. The amount of the claimant's initial installment payment shall be fifty percent (50%) of the liquidated value of the claim times the Initial Payment Percentage, subject to any other applicable restrictions set forth herein. The PI Trust shall make the initial installment payment on a claim when the claim reaches the top of the FIFO Payment Queue. The second installment payment shall be paid immediately following the conclusion of the first reconsideration of the Initial Payment Percentage in the order that the claim entered the FIFO Payment Queue and before the payment of any claim that is liquidated after the first reconsideration of the Initial Payment Percentage. The conclusion of the first reconsideration of the Initial Payment Percentage shall be deemed to have occurred when one of the following occurs: (a) the Trustees, the TAC and the Futures Representative agree that such a reconsideration is not necessary; (b) the Trustees reconsider the Initial Payment Percentage and conclude that no change is warranted; (c) the Trustees propose a change to the Initial Payment Percentage and the TAC and the Futures Representative agree to the change; or (d) the Trustees propose a change to the Initial Payment Percentage that the TAC and/or the Futures Representative do not agree to and the matter is resolved through the alternative dispute resolution process described in Section 7.13 of the PI Trust Agreement. The second installment

payment shall be in an amount that will result in the total payment to the claimant being equal to the liquidated value of the claim times the Payment Percentage in effect at the time of the second installment payment, subject to any other applicable restrictions set forth herein.

2.7(b) Payments on an Installment Basis After the First Reconsideration of the Initial Payment Percentage. Following the conclusion of the first reconsideration of the Initial Payment Percentage, all claims liquidated by the Trust (other than claims involving Other Asbestos Disease (Disease Level I – Cash Discount Payment)) shall be paid in two installments as provided in this subsection. The PI Trust shall pay the first installment on a claim when the claim reaches the top of the FIFO Payment Queue. The PI Trust shall pay the second installment the earlier of (i) three years after the month of payment of the first installment, and (ii) January 2018. The second installment payment shall be in an amount that will result in the total payment to the claimant being equal to the liquidated value of the claim times the Payment Percentage in effect at the time of the second installment payment, subject to any other applicable restrictions set forth herein. Notwithstanding the foregoing, after October 1, 2013, the PI Trust shall make all outstanding installment payments and shall cease paying claims on an installment basis except as otherwise allowed under Section 7.3 hereof.

SECTION III

TDP Administration

3.1 Trust Advisory Committee and Futures Representative. Pursuant to the Plan and the PI Trust Agreement, the PI Trust and this TDP shall be administered by the Trustees in consultation with the TAC, which represents the interests of holders of present PI Trust Claims, and the Futures Representative, who represents the interests of holders of PI Trust Claims that shall be asserted in the future. The Trustees shall obtain the consent of the TAC and the Futures

Representative on any amendments to this TDP pursuant to Section 8.1 below, and on such other matters as are otherwise required below and in Section 2.2(f) of the PI Trust Agreement. The Trustees shall also consult with the TAC and the Futures Representative on such matters as are provided below and in Section 2.2(e) of the PI Trust Agreement. The initial Trustees, the initial members of the TAC and the initial Futures Representative are identified in the PI Trust Agreement.

3.2 Consent and Consultation Procedures. In those circumstances in which consultation or consent is required, the Trustees shall provide written notice to the TAC and the Futures Representative of the specific amendment or other action that is proposed. The Trustees shall not implement such amendment nor take such action unless and until the parties have engaged in the Consultation Process described in Sections 5.7(a) and 6.6(a), or the Consent Process described in Sections 5.7(b) and 6.6(b), of the PI Trust Agreement, respectively.

SECTION IV

Payment Percentage; Periodic Estimates

4.1 Uncertainty of G-I's Personal Injury Asbestos Liabilities. As discussed above, there is inherent uncertainty regarding G-I's total asbestos-related tort liabilities, as well as the total value of the assets available to the PI Trust to pay PI Trust Claims. Consequently, there is inherent uncertainty regarding the amounts that holders of PI Trust Claims shall receive. To seek to ensure substantially equivalent treatment of all present and future PI Trust Claims, the Trustees must determine from time to time the percentage of full liquidated value that holders of present and future PI Trust Claims shall be likely to receive, *i.e.*, the "Payment Percentage" described in Section 2.3 above and Section 4.2 below.

4.2 Computation of Payment Percentage. As provided in Section 2.3 above, the Initial Payment Percentage, as adjusted, shall be 7.4% and, subject to Section 2.7 hereof, shall apply to all PI Trust Voting Claims as defined in Section 2.3 above, unless the Trustees, with the consent of the TAC and the Futures Representative, determine that the Initial Payment Percentage should be changed to assure that the PI Trust shall be in a financial position to pay holders of unliquidated and/or unpaid PI Trust Voting Claims and present and future PI Trust Claims in substantially the same manner.

In making any such adjustment, the Trustees, the TAC and the Futures Representative shall take into account the fact that the holders of PI Trust Voting Claims voted on the Plan relying on the findings of experts that the Initial Payment Percentage represented a reasonably reliable estimate of the PI Trust's total assets and liabilities over its life based on the best information available at the time, and shall thus give due consideration to the expectations of PI Trust Voting Claimants that the Initial Payment Percentage would be applied to their PI Trust Claims.

The Payment Percentage shall be subject to change pursuant to the terms of this TDP and the PI Trust Agreement if the Trustees with the consent of the TAC and Futures Representative determine that an adjustment is required. The Trustees shall reconsider the Initial Payment Percentage on the first anniversary of the Effective Date unless the Trustees, the TAC and the Futures Representative agree that such reconsideration is not necessary. After that first reconsideration, no less frequently than once every three (3) years, commencing with the first day of January occurring after the Effective Date, the Trustees shall reconsider the then applicable Payment Percentage to assure that it is based on accurate, current information and may, after such reconsideration, change the Payment Percentage if necessary with the consent of

the TAC and the Futures Representative. The Trustees shall also reconsider the then applicable Payment Percentage at shorter intervals if they deem such reconsideration to be appropriate or if requested to do so by the TAC or the Futures Representative.

The Trustees must base their determination of the Payment Percentage on current estimates of the number, types, and values of present and future PI Trust Claims, the value of the assets then available to the PI Trust for their payment, all anticipated administrative and legal expenses, and any other material matters that are reasonably likely to affect the sufficiency of funds to pay a comparable percentage of full value to all holders of PI Trust Claims. When making these determinations, the Trustees shall exercise common sense and flexibly evaluate all relevant factors. The Payment Percentage applicable to Category A or Category B claims may not be reduced to alleviate delays in payments of claims in the other Category; both Categories of claims shall receive the same Payment Percentage, but the payment may be deferred as needed, and a Reduced Payment Option may be instituted as described in Section 2.5 above.

4.3 Applicability of the Payment Percentage. Except as set forth below in this Section 4.3 with respect to supplemental payments, no holder of a PI Trust Voting Claim, other than a PI Trust Voting Claim for Other Asbestos Disease (Disease Level I – Cash Discount Payment) as defined in Section 5.3(a)(3) below, shall receive a payment that exceeds the Initial Payment Percentage times the liquidated value of the claim. Except as otherwise provided in Section 5.1(c) below for PI Trust Claims involving deceased or incompetent claimants for which approval of the PI Trust’s offer by a court or through a probate process is required, no holder of any other PI Trust Claim, other than a PI Trust Claim for Other Asbestos Disease (Disease Level I – Cash Discount Payment), shall receive a payment that exceeds the liquidated value of the claim times the Payment Percentage in effect at the time of payment. PI Trust Claims involving

Other Asbestos Disease (Disease Level I – Cash Discount Payment) shall not be subject to the Payment Percentage, but shall instead be paid the full amount of their Scheduled Value as set forth in Section 5.3(a)(3) below.

If a redetermination of the Payment Percentage has been proposed in writing by the Trustees to the TAC and the Futures Representative but has not yet been adopted, the claimant shall receive the lower of the current Payment Percentage or the proposed Payment Percentage. However, if the proposed Payment Percentage was the lower amount but was not subsequently adopted, the claimant shall thereafter receive the difference between the lower proposed amount and the higher current amount. Conversely, if the proposed Payment Percentage was the higher amount and was subsequently adopted, the claimant shall thereafter receive the difference between the lower current amount and the higher adopted amount.

There is uncertainty surrounding the amount of the PI Trust’s future assets. There is also uncertainty surrounding the totality of the PI Trust Claims to be paid over time, as well as the extent to which changes in existing federal and state law could affect the PI Trust’s liabilities under this TDP. If the value of the PI Trust’s future assets increases significantly and/or if the value or volume of PI Trust Claims actually filed with the PI Trust is significantly lower than originally estimated, the PI Trust shall use those proceeds and/or claims savings, as the case may be, first to maintain the Payment Percentage then in effect.

If the Trustees, with the consent of the TAC and the Futures Representative, make a determination to increase the Payment Percentage due to a material change in the estimates of the PI Trust’s future assets and/or liabilities, the Trustees shall also make supplemental payments to all claimants who previously liquidated their claims against the PI Trust and received payments based on a lower Payment Percentage. The amount of any such supplemental payment

shall be the liquidated value of the claim in question times the newly adjusted Payment Percentage, less all amounts previously paid to the claimant with respect to the claim.

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

SECTION V

Resolution of PI Trust Claims.

5.1 Ordering, Processing and Payment of Claims.

5.1(a) Ordering of Claims.

5.1(a)(1) Establishment of the FIFO Processing Queue. The PI Trust shall order claims that are sufficiently complete to be reviewed for processing purposes on a FIFO basis except as otherwise provided herein (the "**FIFO Processing Queue**"). For all claims filed on or before the date six (6) months after the date that the PI Trust first makes available the proof of claim forms and other claims materials required to file a claim with the PI Trust (such six month anniversary being referred to herein as the "**Initial Claims Filing Date**"), a claimant's position in the FIFO Processing Queue shall be determined as of the earliest of (i) the date prior to January 5, 2001 (the "**Petition Date**") that the specific claim was either filed against G-I in the tort system or was actually submitted to G-I pursuant to an administrative settlement agreement; (ii) the date before the Petition Date that the asbestos claim was filed against another defendant in the tort system if at the time the claim was subject to a tolling agreement with G-I; (iii) the

date after the Petition Date but before the date that the PI Trust first makes available the proof of claim forms and other claims materials required to file a claim with the PI Trust that the asbestos claim was filed against another defendant in the tort system; (iv) the date after the Petition Date but before the Effective Date that a proof of claim was filed by the claimant against G-I in this Chapter 11 proceeding; or (v) the date a ballot was submitted on behalf of the claimant for purposes of voting to accept or reject the Plan pursuant to the voting procedures approved by the Bankruptcy Court.

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

5.1(a)(2) Effect of Statutes of Limitation and Repose. All unliquidated PI Trust Claims must meet either (i) for claims first filed in the tort system against G-I prior to the Petition Date, the applicable federal, state and foreign statute of limitation and repose that was in effect at the time of the filing of the claim in the tort system, or (ii) for claims not filed against G-I in the tort system prior to the Petition Date, the applicable federal, state or foreign statute of limitation that was in effect at the time of the filing with the PI Trust. However, the running of the relevant statute of limitation shall be tolled as of the earliest of (A) the actual filing of the claim against G-I prior to the Petition Date, whether in the tort system or by submission of the claim to G-I pursuant to an administrative settlement agreement; (B) the

tolling of the claim against G-I prior to the Petition Date by an agreement or otherwise, provided such tolling was still in effect on the Petition Date; or (C) the Petition Date.

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

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

5.1(c) Payment of Claims. PI Trust Claims that have been liquidated by the Expedited Review Process as provided in Section 5.3(a) below, by the Individual Review Process as provided in Section 5.3(b) below, by arbitration as provided in Section 5.10 below, or by litigation in the tort system provided in Section 5.11 below, shall be paid in FIFO order based on the date their liquidation became final (the “**FIFO Payment Queue**”), all such payments being subject to the applicable Payment Percentage, the Maximum Available Payment, and the Claims Payment Ratio, except as otherwise provided herein. Pre-Petition Liquidated Claims, as defined in Section 5.2 below, shall be subject to the Maximum Annual Payment and Payment

Percentage limitations, but not to the Maximum Available Payment and Claims Payment Ratio provisions set forth above.

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

If any claims are liquidated on the same date, the claimant's position in the FIFO Payment Queue shall be determined by the date of the diagnosis of the claimant's asbestos-related disease. If any claims are liquidated on the same date and the respective holders' asbestos-related diseases were diagnosed on the same date, the position of those claims in the FIFO Payment Queue shall be determined by the PI Trust based on the dates of the claimants' birth, with older claimants given priority over younger claimants.

5.2 Resolution of Pre-Petition Liquidated PI Trust Claims.

5.2(a) Processing and Payment. As soon as practicable after the Effective Date, the PI Trust shall pay, upon submission by the claimant of the appropriate documentation, all PI Trust Claims that were liquidated by (i) a binding settlement agreement for the particular claim entered into prior to the Petition Date that is judicially enforceable by the claimant, (ii) a jury verdict or non-final judgment in the tort system obtained prior to the Petition Date, or (iii) by a

judgment that became final and non-appealable prior to the Petition Date (collectively “**Pre-Petition Liquidated Claims**”). In order to receive payment from the PI Trust, the holder of a Pre-Petition Liquidated Claim must submit all documentation necessary to demonstrate to the PI Trust that the claim was liquidated in the manner described in the preceding sentence, which documentation shall include (A) a court authenticated copy of the jury verdict (if applicable), a non-final judgment (if applicable) or a final judgment (if applicable) and (B) the name, social security number and date of birth of the claimant and the name and address of the claimant’s lawyer.

The liquidated value of a Pre-Petition Liquidated Claim shall be the unpaid portion of the amount agreed to in the binding settlement agreement, the unpaid portion of the amount awarded by the jury verdict or non-final judgment, or the unpaid portion of the amount of the final judgment, as the case may be, plus interest, if any, that has accrued on that amount as of the Petition Date in accordance with the terms of the agreement, if any, or under applicable state law for settlements or judgments; however, except as otherwise provided in Section 7.4 below, the liquidated value of a Pre-Petition Liquidated Claim shall not include any punitive or exemplary damages. In addition, the amounts payable with respect to such claims shall not be subject to or taken into account in consideration of the Claims Payment Ratio and the Maximum Available Payment limitations, but shall be subject to the Maximum Annual Payment provisions, the Payment Percentage provisions, and the installment payment provisions of Section 2.7. In the absence of a Final Order of the Bankruptcy Court determining whether a settlement agreement is binding and judicially enforceable, a dispute between the claimant and the PI Trust over this issue shall be resolved pursuant to the same procedures in this TDP that are provided for

resolving the validity and/or liquidated value of a PI Trust Claim (*i.e.*, arbitration and litigation in the tort system as set forth in Sections 5.10 and 5.11 below).

Pre-Petition Liquidated Claims shall be processed and paid in accordance with their order in a separate FIFO queue to be established by the PI Trust based on the date the PI Trust received all required documentation for the particular claim. If any Pre-Petition Liquidated Claims were filed on the same date, the claimants' position in the FIFO queue for such claims shall be determined by the date on which the claim was liquidated. If any Pre-Petition Liquidated Claims were both filed and liquidated on the same dates, the position of the claimants in the FIFO queue shall be determined by the dates of the claimants' birth, with older claimants given priority over younger claimants.

5.2(b) Marshalling of Security. Holders of Pre-Petition Liquidated Claims that are secured by letters of credit, appeal bonds, or other security or sureties shall first exhaust their rights against any applicable security or surety before making a claim against the PI Trust. Only in the event that such security or surety is insufficient to pay the Pre-Petition Liquidated Claim in full shall the deficiency be processed and paid as a Pre-Petition Liquidated Claim.

5.3 Resolution of Unliquidated PI Trust Claims. Within six (6) months after the establishment of the PI Trust, the Trustees, with the consent of the TAC and the Futures Representative, shall adopt procedures for reviewing and liquidating all unliquidated PI Trust Claims, which shall include deadlines for processing such claims. Such procedures shall also require that claimants seeking resolution of unliquidated PI Trust Claims must first file a proof of claim form, together with the required supporting documentation, in accordance with the provisions of Sections 6.1 and 6.2 below. It is anticipated that the PI Trust shall provide an initial response to the claimant within six (6) months of receiving the proof of claim form.

The proof of claim form shall require the claimant to assert his or her claim for the highest Disease Level for which the claim qualifies at the time of filing. Irrespective of the Disease Level alleged on the proof of claim form, all claims shall be deemed to be a claim for the highest Disease Level for which the claim qualifies at the time of filing, and all lower Disease Levels for which the claim may also qualify at the time of filing or in the future shall be treated as subsumed into the higher Disease Level for both processing and payment purposes.

Upon filing of a valid proof of claim form with the required supporting documentation, the claimant shall be placed in the FIFO Processing Queue in accordance with the ordering criteria described in Section 5.1(a) above. The PI Trust shall provide the claimant with six (6) months notice of the date by which it expects to reach the claim in the FIFO Processing Queue, following which the claimant shall promptly (i) advise the PI Trust whether the claim should be liquidated under the PI Trust's Expedited Review Process described in Section 5.3(a) below or, in certain circumstances, under the PI Trust's Individual Review Process described in Section 5.3(b) below; (ii) provide the PI Trust with any additional medical and/or exposure evidence that was not provided with the original claim submission; and (iii) advise the PI Trust of any change in the claimant's Disease Level. If a claimant fails to respond to the PI Trust's notice prior to the reaching of the claim in the FIFO Processing Queue, the PI Trust shall process and liquidate the claim under the Expedited Review Process based upon the medical/exposure evidence previously submitted by the claimant, although the claimant shall retain the right to request Individual Review as described in Section 5.3(b) below.

5.3(a) Expedited Review Process.

5.3(a)(1) In General. The PI Trust's Expedited Review Process is designed primarily to provide an expeditious, efficient and inexpensive method for liquidating all

PI Trust Claims (except those involving Lung Cancer 2 – Disease Level VI and all Foreign Claims (as defined below), which shall only be liquidated pursuant to the PI Trust’s Individual Review Process), where the claim can easily be verified by the PI Trust as meeting the presumptive Medical/Exposure Criteria for the relevant Disease Level. Expedited Review thus provides claimants with a substantially less burdensome process for pursuing PI Trust Claims than does the Individual Review Process described in Section 5.3(b) below. Expedited Review is also intended to provide qualifying claimants a fixed and certain claims payment.

Thus, claims that undergo Expedited Review and meet the presumptive Medical/Exposure Criteria for the relevant Disease Level shall be paid the Scheduled Value for such Disease Level set forth in Section 5.3(a)(3) below. However, except for claims involving Other Asbestos Disease (Disease Level I), all claims liquidated by Expedited Review shall be subject to the applicable Payment Percentage, the Maximum Available Payment, and the Claims Payment Ratio limitations set forth above. Claimants holding claims that cannot be liquidated by Expedited Review because they do not meet the presumptive Medical/Exposure Criteria for the relevant Disease Level may elect the PI Trust’s Individual Review Process set forth in Section 5.3(b) below.

Subject to the provisions of Section 5.8, the claimant’s eligibility to receive the Scheduled Value for his or her PI Trust Claim pursuant to the Expedited Review Process shall be determined solely by reference to the Medical/Exposure Criteria set forth below for each of the Disease Levels eligible for Expedited Review.

5.3(a)(2) Claims Processing Under Expedited Review. All claimants seeking liquidation of their claims pursuant to Expedited Review shall file the PI Trust’s proof of claim form. As a proof of claim form is reached in the FIFO Processing Queue, the PI Trust

shall determine whether the claim described therein meets the Medical/Exposure Criteria for one of the seven Disease Levels eligible for Expedited Review, and shall advise the claimant of its determination. If a Disease Level is determined, the PI Trust shall tender to the claimant an offer of payment of the Scheduled Value for the relevant Disease Level multiplied by the applicable Payment Percentage, together with a form of release approved by the PI Trust. If the claimant accepts the Scheduled Value and returns the release properly executed, the claim shall be placed in the FIFO Payment Queue, following which the PI Trust shall disburse payment subject to the limitations of the Maximum Available Payment and Claims Payment Ratio, if any.

5.3(a)(3) Disease Levels, Scheduled Values and Medical/Exposure

Criteria. The eight Disease Levels covered by this TDP, together with the Medical/Exposure Criteria for each and the Scheduled Values for the seven Disease Levels eligible for Expedited Review, are set forth below. These Disease Levels, Scheduled Values, and Medical/Exposure Criteria shall apply to all PI Trust Voting Claims filed with the PI Trust (except Pre-Petition Liquidated Claims) on or before the Initial Claims Filing Date provided in Section 5.1 above for which the claimant elects the Expedited Review Process. Thereafter, for purposes of administering the Expedited Review Process and with the consent of the TAC and the Futures Representative, the Trustees may add to, change, or eliminate Disease Levels, Scheduled Values, or Medical/Exposure Criteria; develop subcategories of Disease Levels, Scheduled Values or Medical/Exposure Criteria; or determine that a novel or exceptional asbestos personal injury claim is compensable even though it does not meet the Medical/Exposure Criteria for any of the then current Disease Levels. The PI Trust, with the consent of the TAC and the Futures Representative pursuant to Sections 5.7(b) and 6.6(b) of the PI Trust Agreement, shall periodically adjust the Scheduled Values to account for inflation.

<u>Disease Level</u>	<u>Scheduled Value</u>	<u>Medical/Exposure Criteria</u>
Mesothelioma (Level VIII)	\$155,000	(1) Diagnosis ³ of mesothelioma; and (2) G-I Exposure as defined in Section 5.7(b)(3).
Lung Cancer 1 (Level VII)	\$45,000	(1) Diagnosis of a primary lung cancer plus evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease ⁴ , (2) six months G-I Exposure prior to December 31, 1982, (3) Significant Occupational Exposure ⁵ to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the lung cancer in question.
Lung Cancer 2 (Level VI)	None	(1) Diagnosis of a primary lung cancer; (2) G-I Exposure prior to December 31, 1982, and (3) supporting medical documentation establishing asbestos exposure as a contributing factor in

³ The requirements for a diagnosis of an asbestos-related disease that may be compensated under the provisions of this TDP are set forth in Section 5.7 below.

⁴ Evidence of “Bilateral Asbestos-Related Nonmalignant Disease,” for purposes of meeting the criteria for establishing Disease Levels I, II, III, V, and VII, means either (i) a chest X-ray read by a qualified B reader of 1/0 or higher on the ILO scale or (ii)(x) a chest X-ray read by a qualified B reader or other Qualified Physician, (y) a CT scan read by a Qualified Physician, or (z) pathology, in each case showing either bilateral interstitial fibrosis, bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification. Evidence submitted to demonstrate (i) or (ii) above must be in the form of a written report stating the results (e.g., an ILO report, a written radiology report or a pathology report). Solely for asbestos claims filed against G-I or another defendant in the tort system prior to the Petition Date, if an ILO reading is not available, either (i) a chest X-ray or a CT scan read by a Qualified Physician, or (ii) pathology, in each case showing bilateral interstitial fibrosis, bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification consistent with or compatible with a diagnosis of asbestos-related disease, shall be evidence of a Bilateral Asbestos-Related Nonmalignant Disease for purposes of meeting the presumptive medical requirements of Disease Levels I, II, III, V and VII. Pathological proof of asbestosis may be based on the pathological grading system for asbestosis described in the Special Issue of the Archives of Pathology and Laboratory Medicine, “Asbestos-associated Diseases,” Vol. 106, No. 11, App. 3 (October 8, 1982). For all purposes of this TDP, a “Qualified Physician” is a physician who is board-certified (or in the case of Canadian Claims or Foreign Claims, a physician who is certified or qualified under comparable medical standards or criteria of the jurisdiction in question) in one or more relevant specialized fields of medicine such as pulmonology, radiology, internal medicine or occupational medicine; provided, however, subject to the provisions of Section 5.8, that the requirement for board certification in this provision shall not apply to otherwise qualified physicians whose X-ray and/or CT scan readings are submitted for deceased holders of PI Trust Claims.

⁵ The term “Significant Occupational Exposure” is defined in Section 5.7(b)(2) below.

<u>Disease Level</u>	<u>Scheduled Value</u>	<u>Medical/Exposure Criteria</u>
Other Cancer (Level V)	\$15,000	<p>causing the lung cancer in question.</p> <p>Lung Cancer 2 (Level VI) claims are claims that do not meet the more stringent medical and/or exposure requirements of Lung Cancer 1 (Level VII) claims. All claims in this Disease Level shall be individually evaluated. The estimated likely average of the individual evaluation awards for this category is \$15,000, with such awards capped at \$35,000 unless the claim qualifies for Extraordinary Claim treatment.</p> <p>Level VI claims that show no evidence of either an underlying Bilateral Asbestos-Related Nonmalignant Disease or Significant Occupational Exposure may be individually evaluated, although it is not expected that such claims shall be treated as having any significant value, especially if the claimant is also a Smoker.⁶ In any event, no presumption of validity shall be available for any claims in this category.</p> <p>(1) Diagnosis of a primary colo-rectal, laryngeal, esophageal, pharyngeal, or stomach cancer, plus evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease, (2) six months G-I Exposure prior to December 31, 1982, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the other cancer in question.</p>

⁶ There is no distinction between Non-Smokers and Smokers for either Lung Cancer 1 (Level VII) or Lung Cancer 2 (Level VI), although a claimant who meets the more stringent requirements of Lung Cancer 1 (Level VII) (evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease plus Significant Occupational Exposure), and who is also a Non-Smoker, may wish to have his or her claim individually evaluated by the PI Trust. In such a case, absent circumstances that would otherwise reduce the value of the claim, it is anticipated that the liquidated value of the claim might well exceed the \$45,000 Scheduled Value for Lung Cancer 1 (Level VII) shown above. “Non-Smoker” means a claimant who either (a) never smoked or (b) has not smoked during any portion of the twelve (12) years immediately prior to the diagnosis of the lung cancer.

<u>Disease Level</u>	<u>Scheduled Value</u>	<u>Medical/Exposure Criteria</u>
Severe Asbestosis (Level IV)	\$30,000	(1) Diagnosis of asbestosis with ILO of 2/1 or greater, or asbestosis determined by pathological evidence of asbestos, plus (a) TLC less than 65%, or (b) FVC less than 65% and FEV1/FVC ratio greater than 65%, (2) six months G-I Exposure prior to December 31, 1982, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the pulmonary disease in question.
Asbestosis/Pleural Disease (Level III)	\$8,300	(1) Diagnosis of Bilateral Asbestos-Related Nonmalignant Disease, plus (a) TLC less than 80%, or (b) FVC less than 80% and FEV1/FVC ratio greater than or equal to 65%, and (2) six months G-I Exposure prior to December 31, 1982, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the pulmonary disease in question.
Asbestosis/Pleural Disease (Level II)	\$2,625	(1) Diagnosis of a Bilateral Asbestos-Related Nonmalignant Disease, and (2) six months G-I Exposure prior to December 31, 1982, and (3) five years cumulative occupational exposure to asbestos.
Other Asbestos Disease (Level I – Cash Discount Payment)	\$150	(1) Diagnosis of a Bilateral Asbestos-Related Nonmalignant Disease or an asbestos-related malignancy other than mesothelioma, and (2) G-I Exposure prior to December 31, 1982.

5.3(b) Individual Review Process.

5.3(b)(1) In General. Subject to the provisions set forth below, a claimant may elect to have his or her PI Trust Claim reviewed for purposes of determining whether the claim would be compensable in the tort system even though it does not meet the presumptive Medical/Exposure Criteria for any of the Disease Levels set forth in Section 5.3(a)(3) above. In addition or alternatively, a claimant may elect to have a claim undergo the

Individual Review Process for purposes of determining whether the liquidated value of claim involving Disease Levels IV, V, VII or VIII exceeds the Scheduled Value for the relevant Disease Level also set forth in said provision. However, until such time as the PI Trust has made an offer on a claim pursuant to Individual Review, the claimant may change his or her Individual Review election and have the claim liquidated pursuant to the PI Trust's Expedited Review Process. In the event of such a change in the processing election, the claimant shall nevertheless retain his or her place in the FIFO Processing Queue.

The liquidated value of all Foreign Claims payable under this TDP shall be established only under the PI Trust's Individual Review Process. Because PI Trust Claims of individuals exposed in Canada who were resident in Canada when such claims were filed ("**Canadian Claims**") were routinely litigated and resolved in the courts of the United States, and because the resolution history of these claims has been included in developing the Expedited Review Process, such claims shall not be considered Foreign Claims hereunder and shall be eligible for liquidation under the Expedited Review Process. Accordingly, a "**Foreign Claim**" is a PI Trust Claim with respect to which the claimant's exposure to an asbestos-containing product or conduct for which G-I has legal responsibility occurred outside of the United States and its Territories and Possessions, and outside of the Provinces and Territories of Canada.

In reviewing Foreign Claims, the PI Trust shall take into account all relevant procedural and substantive legal rules to which the claims would be subject in the Claimant's Jurisdiction as defined in Section 5.3(b)(2) below. The PI Trust shall determine the liquidated value of Foreign Claims based on historical settlements and verdicts in the Claimant's Jurisdiction as well as the other valuation factors set forth in Section 5.3(b)(2) below.

For purposes of the Individual Review process for Foreign Claims, the Trustees, with the consent of the TAC and the Futures Representative, may develop separate Medical/Exposure Criteria and standards, as well as separate requirements for physician and other professional qualifications, which shall be applicable to all Foreign Claims channeled to the PI Trust; provided however, that such criteria, standards or requirements shall not effectuate substantive changes to the claims eligibility requirements under this TDP, but rather shall be made only for the purpose of adapting those requirements to the particular licensing provisions and/or medical customs or practices of the foreign country in question.

At such time as the PI Trust has sufficient historical settlement, verdict and other valuation data for claims from a particular foreign jurisdiction, the Trustees, with the consent of the TAC and the Futures Representative, may also establish a separate valuation matrix for any such Foreign Claims based on that data.

5.3(b)(1)(A) Review of Medical/Exposure Criteria. The PI Trust's Individual Review Process provides a claimant with an opportunity for individual consideration and evaluation of a PI Trust Claim that fails to meet the presumptive Medical/Exposure Criteria for Disease Levels I–V, VII or VIII. In such a case, the PI Trust shall either deny the claim or, if the PI Trust is satisfied that the claimant has presented a claim that would be cognizable and valid in the tort system, the PI Trust can offer the claimant a liquidated value amount up to the Scheduled Value for that Disease Level.

5.3(b)(1)(B) Review of Liquidated Value. Claimants holding claims in the five more serious Disease Levels IV–VIII shall also be eligible to seek Individual Review of the liquidated value of their claims, as well as of their medical/exposure evidence. The Individual Review Process is intended to result in payments equal to the full liquidated value

for each claim multiplied by the Payment Percentage; however, the liquidated value of any PI Trust Claim that undergoes Individual Review may be determined to be less than the Scheduled Value the claimant would have received under Expedited Review. Moreover, the liquidated value for a claim involving Disease Levels IV–VIII shall not exceed the Maximum Value for the relevant Disease Level set forth in Section 5.3(b)(3) below, unless the claim meets the requirements of an Extraordinary Claim described in Section 5.4(a) below, in which case its liquidated value cannot exceed the maximum extraordinary value set forth in Section 5.4(a) for such claims. Because the detailed examination and valuation process pursuant to Individual Review requires substantial time and effort, claimants electing to undergo the Individual Review Process may be paid the liquidated value of their PI Trust Claims later than would have been the case had the claimant elected the Expedited Review Process. Subject to the provisions of Section 5.8, the PI Trust shall devote reasonable resources to the review of all claims to ensure that there is a reasonable balance maintained in reviewing all classes of claims.

5.3(b)(2) Valuation Factors to Be Considered in Individual Review.

The PI Trust shall liquidate the value of each PI Trust Claim that undergoes Individual Review based on the historic liquidated values of other similarly situated claims in the tort system for the same Disease Level. The PI Trust shall thus take into consideration all of the factors that affect the severity of damages and values within the tort system including, but not limited to, credible evidence of (i) the degree to which the characteristics of a claim differ from the presumptive Medical/Exposure Criteria for the Disease Level in question; (ii) factors such as the claimant’s age, disability, employment status, disruption of household, family or recreational activities, dependencies, special damages, and pain and suffering; (iii) whether the claimant’s damages were (or were not) caused by asbestos exposure, including exposure to an asbestos-containing

product or to conduct for which G-I has legal responsibility prior to December 31, 1982 (for example, alternative causes, and the strength of documentation of injuries); (iv) the industry of exposure; (v) settlement and verdict histories and other law firms' experience in the Claimant's Jurisdiction for similarly situated claims; and (vi) settlement and verdict histories for the claimant's law firm for similarly situated claims.

For these purposes, the "Claimant's Jurisdiction" is the jurisdiction in which the claim was filed (if at all) against G-I in the tort system prior to the Petition Date. If the claim was not filed against G-I in the tort system prior to the Petition Date, the claimant may elect as the Claimant's Jurisdiction either (i) the jurisdiction in which the claimant resides at the time of diagnosis or when the claim is filed with the PI Trust; or (ii) a jurisdiction in which the claimant experienced exposure to asbestos or an asbestos-containing product or to conduct for which G-I has legal responsibility.

With respect to the "Claimant's Jurisdiction" in the event a personal representative or authorized agent makes a claim under this TDP for wrongful death with respect to which the governing law of the Claimant's Jurisdiction could only be the Alabama Wrongful Death Statute, the Claimant's Jurisdiction for such claim shall be the Commonwealth of Pennsylvania, and such claimant's damages shall be determined pursuant to the statutory and common laws of the Commonwealth of Pennsylvania without regard to its choice of law principles. The choice of law provision in Section 7.4 below applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant's Jurisdiction pursuant to Section 5.3(b)(2) is determined to be the Alabama Wrongful Death Statute, shall only govern the rights between the PI Trust and the claimant, and, to the extent the PI Trust seeks recovery from any

entity that provided insurance coverage to G-I, the Alabama Wrongful Death Statute shall govern.

5.3(b)(3) Scheduled, Average and Maximum Values. The Scheduled,

Average and Maximum Values for claims involving Disease Levels I–VIII are the following:

<u>Scheduled Disease</u>	<u>Scheduled Value</u>	<u>Average Value</u>	<u>Maximum Value</u>
Mesothelioma (Level VIII)	\$155,000	\$225,000	\$450,000
Lung Cancer 1 (Level VII)	\$45,000	\$55,000	\$100,000
Lung Cancer 2 (Level VI)	None	\$15,000	\$35,000
Other Cancer (Level V)	\$15,000	\$18,000	\$35,000
Severe Asbestosis (Level IV)	\$30,000	\$35,000	\$50,000
Asbestosis/Pleural Disease (Level III)	\$8,300	None	None
Asbestosis/Pleural Disease (Level II)	\$2,625	None	None
Other Asbestos Disease – Cash Discount Payment (Level I)	\$150	None	None

These Scheduled Values, Average Values and Maximum Values shall apply to all PI Trust Voting Claims other than Pre-Petition Liquidated Claims filed with the PI Trust on or before the Initial Claims Filing Date as provided in Section 5.1 above. Thereafter, the PI Trust, with the consent of the TAC and the Futures Representative pursuant to Sections 5.7(b) and 6.6(b) of the PI Trust Agreement, shall periodically adjust these valuation amounts to account for inflation and otherwise may adjust the values for good cause and consistent with other restrictions on the amendment power.

5.4 Categorizing Claims as Extraordinary and/or Exigent Hardship.

5.4(a) Extraordinary Claims. “Extraordinary Claim” means a PI Trust Claim that otherwise satisfies the Medical Criteria for Disease Levels IV–VIII, and that is held by a claimant whose exposure to asbestos (i) occurred predominantly as a result of working in a manufacturing facility of G-I during a period in which G-I was manufacturing asbestos-containing products at that facility, or (ii) was at least 75% the result of exposure to asbestos or an asbestos-containing product or to conduct for which G-I has legal responsibility, and in either case there is little likelihood of a substantial recovery elsewhere. All such Extraordinary Claims shall be presented for Individual Review and, if valid, shall be entitled to an award of up to a maximum extraordinary value of five (5) times the Scheduled Value set forth in Section 5.3(b)(3) for claims qualifying for Disease Levels IV–V, VII and VIII, and five (5) times the Average Value for claims in Disease Level VI, multiplied by the applicable Payment Percentage.

Any dispute as to Extraordinary Claim status shall be submitted to a special Extraordinary Claims Panel established by the PI Trust with the consent of the TAC and the Futures Representative. All decisions of the Extraordinary Claims Panel shall be final and not subject to any further administrative or judicial review. An Extraordinary Claim, following its liquidation, shall be placed in the FIFO Payment Queue ahead of all other PI Trust Claims except Pre-Petition Liquidated Claims, Disease Level I Claims, Existing Claims, and Exigent Hardship Claims, which shall be paid first, based on its date of liquidation, subject to the Maximum Available Payment and Claims Payment Ratio described above.

5.4(b) Exigent Hardship Claims. At any time the PI Trust may liquidate and pay PI Trust Claims that qualify as Exigent Hardship Claims as defined below. Such claims may be considered separately no matter what the order of processing otherwise would have been

under this TDP. An Exigent Hardship Claim, following its liquidation, shall be placed first in the FIFO Payment Queue ahead of all other liquidated PI Trust Claims except Pre-Petition Liquidated Claims, Disease Level I Claims and Existing Claims, which claims, together with the Exigent Hardship Claims, shall be paid in accordance with the provisions of Section 2.4 hereof. A PI Trust Claim qualifies for payment as an Exigent Hardship Claim if the claim meets the Medical/Exposure Criteria for Severe Asbestosis (Disease Level IV) or an asbestos-related malignancy (Disease Levels V–VIII), and the PI Trust, in its sole discretion, determines (i) that the claimant needs financial assistance on an immediate basis based on the claimant’s expenses and all sources of available income, and (ii) that there is a causal connection between the claimant’s dire financial condition and the claimant’s asbestos-related disease.

5.5 Secondary Exposure Claims. If a claimant alleges an asbestos-related disease resulting solely from exposure to an occupationally exposed person, such as a family member, the claimant must seek Individual Review of his or her claim pursuant to Section 5.3(b) above. In such a case, the claimant must establish that the occupationally exposed person would have met the exposure requirements under this TDP that would have been applicable had that person filed a direct claim against the PI Trust. In addition, the claimant with secondary exposure must establish that he or she is suffering from one of the eight Disease Levels described in Section 5.3(a)(3) above or an asbestos-related disease otherwise compensable under this TDP, that his or her own exposure to the occupationally exposed person occurred within the same time frame as the occupationally exposed person was exposed to asbestos or asbestos-containing products manufactured, produced or distributed by G-I or to conduct for which G-I has legal responsibility, and that such secondary exposure was a cause of the claimed disease. All other liquidation and payment rights and limitations under this TDP shall be applicable to such claims.

5.6 Indirect PI Trust Claims. Indirect PI Trust Claims asserted against the PI Trust shall be treated as presumptively valid and paid by the PI Trust subject to the applicable Payment Percentage if (a) such claim satisfied the requirements of the Bar Date for such claims established by the Bankruptcy Court, if applicable, and is not otherwise disallowed by Section 502(e) of the Bankruptcy Code or subordinated under Section 509(c) of the Bankruptcy Code, and, and (b) the holder of such claim (the “**Indirect Claimant**”) establishes to the satisfaction of the Trustees that (i) the Indirect Claimant has paid in full the liability and obligation of the PI Trust to the individual claimant to whom the PI Trust would otherwise have had a liability or obligation under this TDP (the “**Direct Claimant**”), (ii) the Direct Claimant and the Indirect Claimant have forever and fully released the PI Trust from all liability to the Direct Claimant, and (iii) the claim is not otherwise barred by a statute of limitation or repose or by other applicable law. In no event shall any Indirect Claimant have any rights against the PI Trust superior to the rights of the related Direct Claimant against the PI Trust, including any rights with respect to the timing, amount or manner of payment. In addition, no Indirect PI Trust Claim may be liquidated and paid in an amount that exceeds what the Indirect Claimant has actually paid the related Direct Claimant.

To establish a presumptively valid Indirect PI Trust Claim, the Indirect Claimant’s aggregate liability for the Direct Claimant’s claim must also have been fixed, liquidated and paid fully by the Indirect Claimant by settlement (with an appropriate full release in favor of the PI Trust) or a Final Order (as defined in the Plan) provided that such claim is valid under the applicable state law. In any case where the Indirect Claimant has satisfied the claim of a Direct Claimant against the PI Trust under applicable law by way of a settlement, the Indirect Claimant

shall obtain for the benefit of the PI Trust a release in form and substance satisfactory to the Trustees.

If an Indirect Claimant cannot meet the presumptive requirements set forth above, including the requirement that the Indirect Claimant provide the PI Trust with a full release of the Direct Claimant's claim, the Indirect Claimant may request that the PI Trust review the Indirect PI Trust Claim individually to determine whether the Indirect Claimant can establish under applicable state law that the Indirect Claimant has paid all or a portion of a liability or obligation that the PI Trust had to the Direct Claimant as of the Effective Date. If the Indirect Claimant can show that it has paid all or a portion of such a liability or obligation, the PI Trust shall reimburse the Indirect Claimant the amount of the liability or obligation so paid, times the then applicable Payment Percentage. However, in no event shall such reimbursement to the Indirect Claimant be greater than the amount to which the Direct Claimant would have otherwise been entitled. Further, the liquidated value of any Indirect PI Trust Claim paid by the PI Trust to an Indirect Claimant shall be treated as an offset to or reduction of the full liquidated value of any PI Trust Claim that might be subsequently asserted by the Direct Claimant against the PI Trust.

Any dispute between the PI Trust and an Indirect Claimant over whether the Indirect Claimant has a right to reimbursement for any amount paid to a Direct Claimant shall be subject to the ADR Procedures provided in Section 5.10 below and set forth in Attachment A hereto. If such dispute is not resolved by said ADR Procedures, the Indirect Claimant may litigate the dispute in the tort system pursuant to Sections 5.11 and 7.5 below.

The Trustees may develop and approve a separate proof of claim form for Indirect PI Trust Claims. Indirect PI Trust Claims that have not been disallowed, discharged, or otherwise

resolved by prior order of the Bankruptcy Court shall be processed in accordance with procedures to be developed and implemented by the Trustees consistent with the provisions of this Section 5.6, which procedures (a) shall determine the validity, allowability and enforceability of such claims; and (b) shall otherwise provide the same liquidation and payment procedures and rights to the holders of such claims as the PI Trust would have afforded the holders of the underlying valid PI Trust Claims. Nothing in this TDP is intended to preclude a trust to which asbestos-related liabilities are channeled from asserting an Indirect PI Trust Claim against the PI Trust subject to the requirements set forth herein.

5.7 Evidentiary Requirements.

5.7(a) Medical Evidence.

5.7(a)(1) In General. All diagnoses of a Disease Level shall be accompanied by either (i) a statement by the physician providing the diagnosis that at least ten (10) years have elapsed between the date of first exposure to asbestos or asbestos-containing products and the diagnosis, or (ii) a history of the claimant's exposure sufficient to establish a 10-year latency period. A finding by a physician after the Effective Date that a claimant's disease is "consistent with" or "compatible with" asbestosis shall not alone be treated by the PI Trust as a diagnosis.

5.7(a)(1)(A) Disease Levels I–IV. Except for asbestos claims filed against G-I or any other defendant in the tort system prior to the Petition Date, all diagnoses of a non-malignant asbestos-related disease (Disease Levels I–IV) shall be based in the case of a claimant who was living at the time the claim was filed, upon a physical examination of the claimant by the physician providing the diagnosis of the asbestos-related disease. All living claimants must also provide (i) for Disease Levels I–III, evidence of Bilateral Asbestos-Related

Nonmalignant Disease (as defined in Footnote 3 above); (ii) for Disease Level IV,⁷ an ILO reading of 2/1 or greater or pathological evidence of asbestosis, and (iii) for Disease Levels III and IV, pulmonary function testing.⁸

In the case of a claimant who was deceased at the time the claim was filed, all diagnoses of a non-malignant asbestos-related disease (Disease Levels I–IV) shall be based upon either (i) a physical examination of the claimant by the physician providing the diagnosis of the asbestos-related disease; or (ii) pathological evidence of the non-malignant asbestos-related disease; or (iii) in the case of Disease Levels I–III, evidence of Bilateral Asbestos-Related Nonmalignant Disease (as defined in Footnote 3 above), and for Disease Level IV, either an ILO reading of 2/1 or greater or pathological evidence of asbestosis; and (iv) for either Disease Level III or IV, pulmonary function testing.

5.7(a)(1)(B) Disease Levels V–VIII. All diagnoses of an asbestos-related malignancy (Disease Levels V–VIII) shall be based upon either (i) a physical

⁷ All diagnoses of Asbestos/Pleural Disease (Disease Levels II and III) not based on pathology shall be presumed to be based on findings of bilateral asbestosis or pleural disease, and all diagnoses of Mesothelioma (Disease Level VIII) shall be presumed to be based on findings that the disease involves a malignancy. However, the PI Trust may rebut such presumptions.

⁸ “Pulmonary function testing” or “PFT” shall mean testing that is in material compliance with the quality criteria established by the American Thoracic Society (“ATS”) and is performed on equipment which is in material compliance with ATS standards for technical quality and calibration. PFT performed in a hospital accredited by the JCAHO, or performed, reviewed or supervised by a board certified pulmonologist or other Qualified Physician shall be presumed to comply with ATS standards, and the claimant may submit a summary report of the testing. If the PFT was not performed in an JCAHO-accredited hospital, or performed, reviewed or supervised by a board certified pulmonologist or other Qualified Physician, the claimant must submit the full report of the testing (as opposed to a summary report); provided, however, that if the PFT was conducted prior to the Effective Date of the Plan and the full PFT report is not available, the claimant must submit a declaration signed by a Qualified Physician or other qualified party, in the form provided by the PI Trust, certifying that the PFT was conducted in material compliance with ATS standards.

examination of the claimant by the physician providing the diagnosis of the asbestos-related disease, or (ii) a diagnosis of such a malignant Disease Level by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations (“JCAHO”).

5.7(a)(1)(C) Exception to the Exception for Certain Pre-Petition Claims. If the holder of a PI Trust Claim that was filed against G-I or any other defendant in the tort system prior to the Petition Date has available a report of a diagnosing physician engaged by the holder or his or her law firm who conducted a physical examination of the holder as described in Sections 5.7(a)(1)(A), or if the holder has filed such medical evidence and/or a diagnosis of the asbestos-related disease by a physician not engaged by the holder or his or her law firm who conducted a physical examination of the holder with another asbestos-related personal injury settlement trust that requires such evidence, without regard to whether the claimant or the law firm engaged the diagnosing physician, the holder shall provide such medical evidence to the PI Trust notwithstanding the exception in Section 5.7(a)(1)(A).

5.7(a)(2) Credibility of Medical Evidence. Before making any payment to a claimant, the PI Trust must have reasonable confidence that the medical evidence provided in support of the claim is credible and consistent with recognized medical standards. The PI Trust may require the submission of X-rays, CT scans, detailed results of pulmonary function tests, laboratory tests, tissue samples, results of medical examination or reviews of other medical evidence, and may require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods and procedures to assure that such evidence is reliable. Medical evidence (i) that is of a kind shown to have been received in evidence by a state or federal judge at trial, (ii) that is consistent with evidence submitted to G-I to settle for

payment similar disease cases prior to G-I's bankruptcy, or (iii) that is a diagnosis by a physician shown to have previously qualified as a medical expert with respect to the asbestos-related disease in question before a state or federal judge, is presumptively reliable, although the PI Trust may seek to rebut the presumption. In addition, claimants who otherwise meet the requirements of this TDP for payment of a PI Trust Claim shall be paid irrespective of the results in any litigation at any time between the claimant and any other defendant in the tort system. However, any relevant evidence submitted in a proceeding in the tort system, other than any findings of fact, a verdict, or a judgment, involving another defendant may be introduced by either the claimant or the PI Trust in any Individual Review proceeding conducted pursuant to 5.3(b) or any Extraordinary Claim proceeding conducted pursuant to 5.4(a).

5.7(b) Exposure Evidence.

5.7(b)(1) In General. As set forth above in Section 5.3(a)(3), to qualify for any Disease Level, the claimant must demonstrate a minimum exposure to an asbestos-containing product manufactured, produced or distributed by G-I or to conduct for which G-I has legal responsibility. Claims based on conspiracy theories that involve no exposure to an asbestos-containing product manufactured, produced or distributed by G-I are not compensable under this TDP. To meet the presumptive exposure requirements of Expedited Review set forth in Section 5.3(a)(3) above, the claimant must show (i) for all Disease Levels, G-I Exposure as defined in Section 5.7(b)(3) below prior to December 31, 1982; (ii) for Asbestos/Pleural Disease Level II, six (6) months G-I Exposure prior to December 31, 1982, plus five years cumulative occupational asbestos exposure; and (iii) for Asbestosis/Pleural Disease (Disease Level III), Severe Asbestosis (Disease Level IV), Other Cancer (Disease Level V) or Lung Cancer 1 (Disease Level VII), the claimant must show six (6) months G-I Exposure prior to December 31,

1982, plus Significant Occupational Exposure to asbestos. If the claimant cannot meet the relevant presumptive exposure requirements for a Disease Level eligible for Expedited Review, the claimant may seek Individual Review pursuant to Section 5.3(b) of his or her claim based on exposure to asbestos or an asbestos-containing product or to conduct for which G-I has legal responsibility.

5.7(b)(2) Significant Occupational Exposure. “**Significant Occupational Exposure**” means employment for a cumulative period of at least five (5) years with a minimum of two (2) years prior to December 31, 1982, in an industry and an occupation in which the claimant (a) handled raw asbestos fibers on a regular basis; (b) fabricated asbestos-containing products so that the claimant in the fabrication process was exposed on a regular basis to raw asbestos fibers; (c) altered, repaired or otherwise worked with an asbestos-containing product such that the claimant was exposed on a regular basis to asbestos fibers; or (d) was employed in an industry and occupation such that the claimant worked on a regular basis in close proximity to workers engaged in the activities described in (a), (b) and/or (c).

5.7(b)(3) G-I Exposure. The claimant must demonstrate (i) meaningful and credible exposure, which occurred prior to December 31, 1982, to asbestos or asbestos-containing products supplied, specified, manufactured, installed, maintained, or repaired by G-I and/or any entity for which G-I has legal responsibility (“**G-I Exposure**”). That meaningful and credible exposure evidence may be established by an affidavit or sworn statement of the claimant, by an affidavit or sworn statement of a co-worker or the affidavit or sworn statement of a family member in the case of a deceased claimant (providing the PI Trust finds such evidence reasonably reliable), by invoices, employment, construction or similar records, or by other credible evidence. The specific exposure information required by the PI Trust to process a claim

under either Expedited or Individual Review shall be set forth on the proof of claim form to be used by the PI Trust. The PI Trust can also require submission of other or additional evidence of exposure when it deems such to be necessary.

Evidence submitted to establish proof of G-I Exposure is for the sole benefit of the PI Trust, not third parties or defendants in the tort system. The PI Trust has no need for, and therefore claimants are not required to furnish the PI Trust with evidence of, exposure to specific asbestos or asbestos-containing products other than those for which G-I has legal responsibility, except to the extent such evidence is required elsewhere in this TDP. Similarly, failure to identify G-I products in the claimant's underlying tort action, or to other bankruptcy trusts, does not preclude the claimant from recovering from the PI Trust, provided the claimant otherwise satisfies the medical and exposure requirements of this TDP.

5.8 Claims Audit Program. The PI Trust, with the consent of the TAC and the Futures Representative, may develop methods for auditing the reliability of medical evidence, including additional reading of X-rays, CT scans and verification of pulmonary function tests, as well as the reliability of evidence of exposure to asbestos, including exposure to asbestos-containing products manufactured or distributed by G-I prior to December 31, 1982. In the event that the PI Trust reasonably determines that any individual or entity has engaged in a pattern or practice of providing unreliable medical evidence to the PI Trust, it may decline to accept additional evidence from such provider in the future.

Further, in the event that an audit reveals that fraudulent information has been provided to the PI Trust, the PI Trust may penalize any claimant or claimant's attorney by disallowing the PI Trust Claim or by other means including, but not limited to, requiring the source of the fraudulent information to pay the costs associated with the audit and any future audit or audits,

reordering the priority of payment of all affected claimants' PI Trust Claims, raising the level of scrutiny of additional information submitted from the same source or sources, refusing to accept additional evidence from the same source or sources, seeking the prosecution of the claimant or claimant's attorney for presenting a fraudulent claim in violation of 18 U.S.C. § 152, and seeking sanctions from the Bankruptcy Court.

5.9 Second Disease (Malignancy) Claims. The holder of a PI Trust Claim involving a non-malignant asbestos-related disease (Disease Levels I–IV) may assert a new PI Trust Claim against the PI Trust for a malignant disease (Disease Levels V–VIII) that is subsequently diagnosed. Any additional payments to which such claimant may be entitled with respect to such malignant asbestos-related disease shall not be reduced by the amount paid for the non-malignant asbestos-related disease, provided that the malignant disease had not been diagnosed by the time the claimant was paid with respect to the original claim involving the non-malignant disease.

5.10 Arbitration.

5.10(a) Establishment of ADR Procedures. The PI Trust, with the consent of the TAC and the Futures Representative, shall institute binding and non-binding arbitration procedures in accordance with the Alternative Dispute Resolution (“ADR”) Procedures included in Attachment A hereto for resolving disputes concerning whether a pre-petition settlement agreement with G-I is binding and judicially enforceable in the absence of a Final Order of the Bankruptcy Court determining the issue, whether the PI Trust's outright rejection or denial of a claim was proper, or whether the claimant's medical condition or exposure history meets the requirements of this TDP for purposes of categorizing a claim involving Disease Levels I–VIII. Binding and non-binding arbitration shall also be available for resolving disputes over the liquidated value of a claim involving Disease Levels IV–VIII, as well as disputes over G-I's share

of the unpaid portion of a Pre-Petition Liquidated Claim described in Section 5.2 above and disputes over the validity of an Indirect PI Trust Claim.

In all arbitrations, the arbitrator shall consider the same medical and exposure evidentiary requirements that are set forth in Section 5.7 above. In the case of an arbitration involving the liquidated value of a claim involving Disease Levels IV–VIII, the arbitrator shall consider the same valuation factors that are set forth in Section 5.3(b)(2) above. In order to facilitate the Individual Review Process with respect to such claims, the PI Trust may from time to time develop a valuation model that enables the PI Trust to efficiently make initial liquidated value offers on those claims in the Individual Review setting. In an arbitration involving any such claim, the PI Trust shall neither offer into evidence or describe any such model nor assert that any information generated by the model has any evidentiary relevance or should be used by the arbitrator in determining the presumed correct liquidated value in the arbitration. The underlying data that was used to create the model may be relevant and may be made available to the arbitrator but only if provided to the claimant or his or her counsel ten (10) days prior to the arbitration proceeding. With respect to all claims eligible for arbitration, the claimant, but not the PI Trust, may elect either non-binding or binding arbitration. The ADR Procedures set forth in Attachment A hereto may be modified by the PI Trust with the consent of the TAC and the Futures Representative.

5.10(b) Claims Eligible for Arbitration. In order to be eligible for arbitration, the claimant must first complete the Individual Review Process with respect to the disputed issue as well as either the Pro Bono Evaluation or the Mediation process set forth in the ADR Procedures. Individual Review shall be treated as completed for these purposes when the claim has been individually reviewed by the PI Trust, the PI Trust has made an offer on the claim, the

claimant has rejected the liquidated value resulting from the Individual Review, and the claimant has notified the PI Trust of the rejection in writing. Individual Review shall also be treated as completed if the PI Trust has rejected the claim.

5.10(c) Limitations on and Payment of Arbitration Awards. In the case of a claim involving Disease Levels I–III, the arbitrator shall not return an award in excess of the Scheduled Value for such claim. In the case of a non-Extraordinary Claim involving Disease Levels IV–VIII, the arbitrator shall not return an award in excess of the Maximum Value for the appropriate Disease Level as set forth in Section 5.3(a)(3) above, and for an Extraordinary Claim involving one of those Disease Levels, the arbitrator shall not return an award greater than the maximum extraordinary value for such a claim as set forth in Section 5.4(a) above. A claimant who submits to arbitration and who accepts the arbitral award shall receive payments in the same manner as one who accepts the PI Trust’s original valuation of the claim.

5.11 Litigation. Claimants who elect non-binding arbitration and then reject their arbitral awards retain the right to institute a lawsuit in the tort system against the PI Trust pursuant to Section 7.5 below. However, a claimant shall be eligible for payment of a judgment for monetary damages obtained in the tort system from the PI Trust’s available cash only as provided in Section 7.6 below.

SECTION VI

Claims Materials

6.1 Claims Materials. The PI Trust shall prepare suitable and efficient claims materials (“**Claims Materials**”) for all PI Trust Claims, and shall provide such Claims Materials upon a written request for such materials to the PI Trust. The proof of claim form to be submitted to the PI Trust shall require the claimant to assert the highest Disease Level for which

the claim qualifies at the time of filing. The proof of claim form shall also include a certification by the claimant or his or her attorney sufficient to meet the requirements of Rule 11(b) of the Federal Rules of Civil Procedure. In developing its claim filing procedures, the PI Trust shall make every effort to provide claimants with the opportunity to utilize currently available technology at their discretion, including filing claims and supporting documentation over the internet and electronically by disk or CD-rom. The proof of claim form to be used by the PI Trust shall be developed by the PI Trust and submitted to the TAC and the Futures Representatives for approval; it may be changed by the PI Trust with the consent of the TAC and the Futures Representative.

6.2 Content of Claims Materials. The Claims Materials shall include a copy of this TDP, such instructions as the Trustees shall approve, and a detailed proof of claim form. If feasible, the forms used by the PI Trust to obtain claims information shall be the same or substantially similar to those used by other asbestos claims resolution organizations. If requested by the claimant, the PI Trust shall accept information provided electronically. The claimant may, but shall not be required to, provide the PI Trust with evidence of recovery from other defendants and claims resolution organizations.

6.3 Withdrawal or Deferral of Claims. A claimant can withdraw a PI Trust Claim at any time upon written notice to the PI Trust and file another claim subsequently without affecting the status of the claim for statute of limitations purposes, but any such claim filed after withdrawal shall be given a place in the FIFO Processing Queue based on the date of such subsequent filing. A claimant can also request that the processing of his or her PI Trust Claim by the PI Trust be deferred for a period not to exceed three (3) years without affecting the status of the claim for statute of limitation purposes, in which case the claimant shall also retain his or her

original place in the FIFO Processing Queue. Except for PI Trust Claims held by representatives of deceased or incompetent claimants for which court or probate approval of the PI Trust's offer is required, or a PI Trust Claim for which deferral status has been granted, a claim shall be deemed to have been withdrawn if the claimant neither accepts, rejects, nor initiates arbitration within six (6) months of the PI Trust's written offer of payment or rejection of the claim. Upon written request and good cause, the PI Trust may extend the withdrawal or deferral period for an additional six (6) months.

6.4 Filing Requirements and Fees. The Trustees shall have the discretion to determine, with the consent of the TAC and the Futures Representative, (a) whether a claimant must have previously filed an asbestos-related personal injury claim in the tort system to be eligible to file the claim with the PI Trust and (b) whether a filing fee should be required for any PI Trust Claims.

6.5 Confidentiality of Claimants' Submissions. All submissions to the PI Trust by a holder of a PI Trust Claim or a proof of claim form and materials related thereto shall be treated as made in the course of settlement discussions between the holder and the PI Trust, and intended by the parties to be confidential and to be protected by all applicable state and federal privileges, including but not limited to those directly applicable to settlement discussions. The PI Trust will preserve the confidentiality of such claimant submissions, and shall disclose the contents thereof only, with the permission of the holder, to another trust established for the benefit of asbestos personal injury claimants pursuant to section 524(g) of the Bankruptcy Code or other applicable law, to such other persons as authorized by the holder, or in response to a valid subpoena of such materials issued by the Bankruptcy Court, a Delaware State Court or the United States District Court for the District of Delaware. Furthermore, the PI Trust shall provide

counsel for the holder a copy of any such subpoena immediately upon being served. The PI Trust shall on its own initiative or upon request of the claimant in question take all necessary and appropriate steps to preserve said privileges before the Bankruptcy Court, a Delaware State Court or the United States District Court for the District of Delaware and before those courts having appellate jurisdiction related thereto. Notwithstanding anything in the foregoing to the contrary, with the consent of the TAC and the Futures Representative, the PI Trust may, in specific limited instances, disclose information, documents, or other materials reasonably necessary in the PI Trust's judgment to preserve, litigate, resolve, or settle coverage, or to comply with an applicable obligation under an insurance policy or insurance settlement agreement within the Asbestos Insurance Asset; provided, however, that the PI Trust shall take any and all steps reasonably feasible in its judgment to preserve the further confidentiality of such information, documents and materials, and prior to the disclosure of such information, documents or materials to a third party, the PI Trust shall receive from such third party a written agreement of confidentiality that (a) ensures that the information, documents and materials provided by the PI Trust shall be used solely by the receiving party for the purpose stated in the agreement and (b) prohibits any other use or further dissemination of the information, documents and materials by the third party. Nothing in this TDP, the Plan or the PI Trust Agreement expands, limits or impairs the obligation under applicable law of a claimant to respond fully to lawful discovery in an underlying civil action regarding his or her submission of factual information to the PI Trust for the purpose of obtaining compensation for asbestos-related injuries from the PI Trust.

SECTION VII

General Guidelines for Liquidating and Paying Claims

7.1 Showing Required. To establish a valid PI Trust Claim, a claimant must meet the requirements set forth in this TDP. The PI Trust may require the submission of X-rays, CT scans, laboratory tests, medical examinations or reviews, other medical evidence, or any other evidence to support or verify the PI Trust Claim, and may further require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods, and procedures to assure that such evidence is reliable.

7.2 Costs Considered. Notwithstanding any provisions of this TDP to the contrary, the Trustees shall always give appropriate consideration to the cost of investigating and uncovering invalid PI Trust Claims so that the payment of valid PI Trust Claims is not further impaired by such processes with respect to issues related to the validity of the medical evidence supporting a PI Trust Claim. The Trustees shall also have the latitude to make judgments regarding the amount of transaction costs to be expended by the PI Trust so that valid PI Trust Claims are not unduly further impaired by the costs of additional investigation. Nothing herein shall prevent the Trustees, in appropriate circumstances, from contesting the validity of any claim against the PI Trust whatever the costs, or declining to accept medical evidence from sources that the Trustees have determined to be unreliable pursuant to the Claims Audit Program described in Section 5.8 above.

7.3 Discretion to Vary the Order and Amounts of Payments in Event of Limited Liquidity. Consistent with the provisions hereof and subject to the FIFO Processing and Liquidation Queues, the Maximum Annual Payment, the Maximum Available Payment and the Claims Payment Ratio requirements set forth above, the Trustees shall proceed as quickly as

possible to liquidate valid PI Trust Claims, and shall make payments to holders of such claims in accordance with this TDP promptly as funds become available and as claims are liquidated, while maintaining sufficient resources to pay future valid claims in substantially the same manner.

Because the PI Trust's income over time remains uncertain, and decisions about payments must be based on estimates that cannot be done precisely, they may have to be revised in light of experiences over time, and there can be no guarantee of any specific level of payment to claimants. However, the Trustees shall use their best efforts to treat similar claims in substantially the same manner, consistent with their duties as Trustees, the purposes of the PI Trust, the established allocation of funds to claims in Categories A and B, and the practical limitations imposed by the inability to predict the future with precision.

In the event that the PI Trust faces temporary periods of limited liquidity, the Trustees may, with the consent of the TAC and the Futures Representative, (a) suspend the normal order of payment, (b) temporarily limit or suspend payments altogether, (c) offer a Reduced Payment Option as described in Section 2.5 above and/or (d) commence making payments on an installment basis, if the Trust is not currently making payments on an installment basis pursuant to Section 2.7 hereof.

7.4 Punitive Damages. Except as provided below for claims asserted under the Alabama Wrongful Death Statute, in determining the value of any liquidated or unliquidated PI Trust Claim, punitive or exemplary damages, *i.e.*, damages other than compensatory damages, shall not be considered or allowed, notwithstanding their availability in the tort system.

Similarly, no punitive or exemplary damages shall be payable with respect to any claim litigated against the PI Trust in the tort system pursuant to Sections 5.11 above and 7.5 below.

The only damages that may be awarded pursuant to this TDP to Alabama Claimants who are deceased and whose personal representatives pursue their claims only under the Alabama Wrongful Death Statute shall be compensatory damages determined pursuant to the statutory and common law of the Commonwealth of Pennsylvania, without regard to its choice of law principles. The choice of law provision in Section 7.4 herein applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant's Jurisdiction pursuant to Section 5.3(b)(2) is determined to be the Alabama Wrongful Death Statute, shall only govern the rights between the PI Trust and the claimant including, but not limited to, suits in the tort system pursuant to Section 7.5, and to the extent the PI Trust seeks recovery from any entity that provided insurance to G-I, the Alabama Wrongful Death Statute shall govern.

7.5 Suits in the Tort System. If the holder of a disputed claim disagrees with the PI Trust's determination regarding the Disease Level of the claim, the claimant's exposure history or the liquidated value of the claim, and if the holder has first submitted the claim to non-binding arbitration as provided in Section 5.10 above, the holder may file a lawsuit in the Claimant's Jurisdiction as defined in Section 5.3(b)(2) above. Any such lawsuit must be filed by the claimant in her or her own right and name and not as a member or representative of a class, and no such lawsuit may be consolidated with any other lawsuit. All defenses (including, with respect to the PI Trust, all defenses which could have been asserted by G-I) shall be available to both sides at trial; however, the PI Trust may waive any defense and/or concede any issue of fact or law. If the claimant was alive at the time the initial pre-petition complaint was filed or on the date the proof of claim form was filed with the PI Trust, the case shall be treated as a personal

injury case with all personal injury damages to be considered even if the claimant has died during the pendency of the claim.

7.6 Payment of Judgments for Money Damages. If and when a claimant obtains a judgment in the tort system, the claim shall be placed in the FIFO Payment Queue based on the date on which the judgment became final. Thereafter, the claimant shall receive from the PI Trust an initial payment (subject to the applicable Payment Percentage, the Maximum Available Payment, and the Claims Payment Ratio provisions set forth above) of an amount equal to the greater of (i) the PI Trust's last offer to the claimant or (ii) the award that the claimant declined in non-binding arbitration; provided, however, that in no event shall such payment amount exceed the amount of the judgment obtained in the tort system. The claimant shall receive the balance of the judgment, if any, in five (5) equal installments in years six (6) through ten (10) following the year of the initial payment (also subject to the applicable Payment Percentage, the Maximum Available Payment and the Claims Payment Ratio provisions above in effect on the date of the payment of the subject installment).

In the case of a claim involving Disease Levels I, II or III, the total amount paid with respect to such claim shall not exceed the relevant Scheduled Value for such Disease Level as set forth in Section 5.3(b)(3) above. In the case of a claim involving a non-malignant asbestos-related disease that does not attain classification under Disease Levels I, II or III, the amount payable shall not exceed the Scheduled Value for the Disease Level most comparable to the disease proven. In the case of non-Extraordinary claims involving severe asbestosis and malignancies (Disease Levels IV–VIII), the total amounts paid with respect to such claims shall not exceed the Maximum Values for such Disease Levels set forth in Section 5.3(b)(3). In the case of Extraordinary Claims, the total amounts paid with respect to such claims shall not exceed the maximum extraordinary

values for such claims set forth in Section 5.4(a) above. Under no circumstances shall interest be paid under any statute on any judgments obtained in the tort system.

7.7 Releases. The Trustees shall have the discretion to determine the form and substance of the releases to be provided to the PI Trust in order to maximize recovery for claimants against other tortfeasors without increasing the risk or amount of claims for indemnification or contribution from the PI Trust. As a condition to making any payment to a claimant, the PI Trust shall obtain a general, partial, or limited release as appropriate in accordance with the applicable state or other law. If allowed by state law, the endorsing of a check or draft for payment by or on behalf of a claimant may, in the discretion of the PI Trust, constitute such a release.

7.8 Third-Party Services. Nothing in this TDP shall preclude the PI Trust from contracting with another asbestos claims resolution organization to provide services to the PI Trust so long as decisions about the categorization and liquidated value of PI Trust Claims are based on the relevant provisions of this TDP, including the Disease Levels, Scheduled Values, Average Values, Maximum Values, and Medical/Exposure Criteria set forth above.

7.9 PI Trust Disclosure of Information. Periodically, but not less often than once a year, the PI Trust shall make available to claimants and other interested parties, the number of claims by Disease Levels that have been resolved both by the Individual Review Process and by arbitration as well as by litigation in the tort system indicating the amounts of the awards and the averages of the awards by jurisdiction.

SECTION VIII

Miscellaneous

8.1 Amendments. Except as otherwise provided herein, the Trustees may amend, modify, delete, or add to any provisions of this TDP (including, without limitation, amendments to conform this TDP to advances in scientific or medical knowledge or other changes in circumstances), provided they first obtain the consent of the TAC and the Futures Representative pursuant to the Consent Process set forth in Sections 5.7(b) and 6.6(b) of the PI Trust Agreement, except that the right to amend the Claims Payment Ratio is governed by the restrictions in Section 2.5 above, and the right to adjust the Payment Percentage is governed by Section 4.2 above. Nothing herein is intended to preclude the TAC or the Futures Representatives from proposing to the Trustees, in writing, amendments to this TDP. Any amendment proposed by the TAC or the Futures Representatives shall remain subject to Section 7.3 of the PI Trust Agreement.

8.2 Severability. Should any provision contained in this TDP be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this TDP. Should any provision contained in this TDP be determined to be inconsistent with or contrary to G-I's obligations to any insurance company providing insurance coverage to G-I in respect of claims for personal injury based on exposure to an asbestos-containing product or to conduct for which G-I has legal responsibility, the PI Trust with the consent of the TAC and the Futures Representative may amend this TDP and/or the PI Trust Agreement to make the provisions of either or both documents consistent with the duties and obligations of G-I to said insurance company.

8.3 Governing Law. Except for purposes of determining the liquidated value of any PI Trust Claim, administration of this TDP shall be governed by, and construed in accordance with, the laws of the State of Delaware. The law governing the liquidation of PI Trust Claims in the case of Individual Review, arbitration or litigation in the tort system shall be the law of the Claimant's Jurisdiction as described in Section 5.3(b)(2) above.

**THIRD AMENDMENT TO THE G-I HOLDINGS INC. AMENDED AND RESTATED
ASBESTOS PERSONAL INJURY TRUST DISTRIBUTION PROCEDURES**

This Third Amendment to the G-I Holdings Inc. Amended Asbestos Personal Injury Settlement Trust Distribution Procedures (“TDP”), is made this 9th day of February, 2015, by the Trustees of the G-I Holdings Inc. Asbestos Personal Injury Settlement Trust (the “G-I Holdings Trust”)

RECITALS:

WHEREAS, the TDP has been adopted pursuant to the G-I Holdings Inc. Asbestos Personal Injury Settlement Trust Agreement and is designed to provide fair, equitable, and substantially similar treatment for all PI Trust Claims that may presently exist or may arise in the future in substantially the same manner;

WHEREAS, the Trustees of the G-I Holdings Trust shall administer the TDP in accordance with the Trust Agreement;

WHEREAS, pursuant to Section 8.1 of the TDP, the Trustees of the G-I Holdings Trust, with the consent of the Trust Advisory Committee and the Future Claimants’ Representative, wish to amend Sections 5.3(a)(3) and 5.3(b)(3) of the TDP to include a provision for the annual adjustment of claim values; and

WHEREAS, except as expressly set forth in this Amendment, the TDP, as amended and restated, shall remain in full force and effect.

NOW, THEREFORE, the Trustees hereby amend the first paragraph of Section 5.3(a)(3) and the second paragraph of Section 5.3(b)(3) of the TDP to include the following language underlined below:

5.3(a)(3) Disease Levels, Scheduled Values and Medical/Exposure Criteria.

The eight Disease Levels covered by this TDP, together with the Medical/Exposure Criteria for each and the Scheduled Values for the seven Disease Levels eligible for Expedited Review, are set forth below. These Disease Levels, Scheduled Values, and Medical/Exposure Criteria shall apply to all PI Trust Voting Claims filed with the PI Trust (except Pre-Petition Liquidated Claims) on or before the Initial Claims Filing Date provided in Section 5.1 above for which the claimant elects the

Expedited Review Process. Thereafter, for purposes of administering the Expedited Review Process and with the consent of the TAC and the Futures Representative, the Trustees may add to, change, or eliminate Disease Levels, Scheduled Values, or Medical/Exposure Criteria; develop subcategories of Disease Levels, Scheduled Values or Medical/Exposure Criteria; or determine that a novel or exceptional asbestos personal injury claim is compensable even though it does not meet the Medical/Exposure Criteria for any of the then current Disease Levels. The PI Trust, based on the Consumer Price Index for All Urban Consumers ("CPI-U") published by the United States Department of Labor, Bureau of Labor Statistics, shall annually adjust the Scheduled Values to account for inflation.

5.3(b)(3) Scheduled, Average and Maximum Values.

These Scheduled Values, Average Values and Maximum Values shall apply to all PI Trust Voting Claims other than Pre-Petition Liquidated Claims filed with the PI Trust on or before the Initial Claims Filing Date as provided in Section 5.1 above. Thereafter, the PI Trust shall annually adjust these valuation amounts to account for inflation based on the Consumer Price Index for All Urban Consumers ("CPI-U") published by the United States Department of Labor, Bureau of Labor Statistics, and otherwise, with the consent of the TAC and FCR, may adjust the values for good cause and consistent with other restrictions on the amendment power.

IN WITNESS WHEREOF, this Third Amendment to the TDP is hereby adopted.

TRUSTEES



Alan B. Rich

Marina Corodemus

Expedited Review Process. Thereafter, for purposes of administering the Expedited Review Process and with the consent of the TAC and the Futures Representative, the Trustees may add to, change, or eliminate Disease Levels, Scheduled Values, or Medical/Exposure Criteria; develop subcategories of Disease Levels, Scheduled Values or Medical/Exposure Criteria; or determine that a novel or exceptional asbestos personal injury claim is compensable even though it does not meet the Medical/Exposure Criteria for any of the then current Disease Levels. The PI Trust, based on the Consumer Price Index for All Urban Consumers ("CPI-U") published by the United States Department of Labor, Bureau of Labor Statistics, shall annually adjust the Scheduled Values to account for inflation.

5.3(b)(3) Scheduled, Average and Maximum Values.

These Scheduled Values, Average Values and Maximum Values shall apply to all PI Trust Voting Claims other than Pre-Petition Liquidated Claims filed with the PI Trust on or before the Initial Claims Filing Date as provided in Section 5.1 above. Thereafter, the PI Trust shall annually adjust these valuation amounts to account for inflation based on the Consumer Price Index for All Urban Consumers ("CPI-U") published by the United States Department of Labor, Bureau of Labor Statistics, and otherwise, with the consent of the TAC and FCR, may adjust the values for good cause and consistent with other restrictions on the amendment power.

IN WITNESS WHEREOF, this Third Amendment to the TDP is hereby adopted.

TRUSTEES

Alan B. Rich



Marina Corodemus

WRITTEN CONSENT

WHEREAS, pursuant to Section 8.1 of the TDP, the Asbestos Trust Advisory Committee and the Future Claimants' Representative do hereby provide their written consent to amend Sections 5.3(a)(3) and 5.3(b)(3) of the TDP as adopted by the Trustees in the foregoing Third Amendment to the TDP; and

WHEREAS, the Trust Advisory Committee and the Future Claimants' Representative agree to waive the written notice requirement for the consent process as described in Sections 5.7(b)(i) and 6.6(b)(i) of the G-1 Holdings Trust Agreement.

IN WITNESS WHEREOF, the undersigned have executed this instrument effective as of the 1st day of February, 2015.

TRUST ADVISORY COMMITTEE

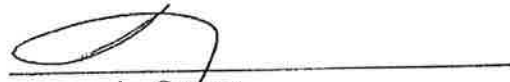


Bruce Mallock

Perry Weitz

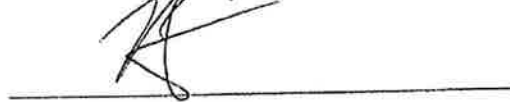
Joseph Rice

Robert Komitor



John Cooney

Steven Kazan



Matthew Bergman



Steven T. Baron

FUTURE CLAIMANTS' REPRESENTATIVE

C. Judson Hamlin

WRITTEN CONSENT

WHEREAS, pursuant to Section 8.1 of the TDP, the Asbestos Trust Advisory Committee and the Future Claimants' Representative do hereby provide their written consent to amend Sections 5.3(a)(3) and 5.3(b)(3) of the TDP as adopted by the Trustees in the foregoing Third Amendment to the TDP; and

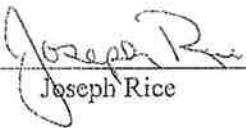
WHEREAS, the Trust Advisory Committee and the Future Claimants' Representative agree to waive the written notice requirement for the consent process as described in Sections 5.7(b)(i) and 6.6(b)(i) of the G-I Holdings Trust Agreement.

IN WITNESS WHEREOF, the undersigned have executed this instrument effective as of the ___ day of February, 2015.

TRUST ADVISORY COMMITTEE

Bruce Mattock

Perry Weitz



Joseph Rice

Robert Komitor

John Cooney

Steven Kazan

Matthew Bergman

Steven T. Baron

FUTURE CLAIMANTS' REPRESENTATIVE

C. Judson Hamlin

WRITTEN CONSENT

WHEREAS, pursuant to Section 8.1 of the TDP, the Asbestos Trust Advisory Committee and the Future Claimants' Representative do hereby provide their written consent to amend Sections 5.3(a)(3) and 5.3(b)(3) of the TDP as adopted by the Trustees in the foregoing Third Amendment to the TDP; and

WHEREAS, the Trust Advisory Committee and the Future Claimants' Representative agree to waive the written notice requirement for the consent process as described in Sections 5.7(b)(i) and 6.6(b)(i) of the G-I Holdings Trust Agreement.

IN WITNESS WHEREOF, the undersigned have executed this instrument effective as of the ___ day of February, 2015.

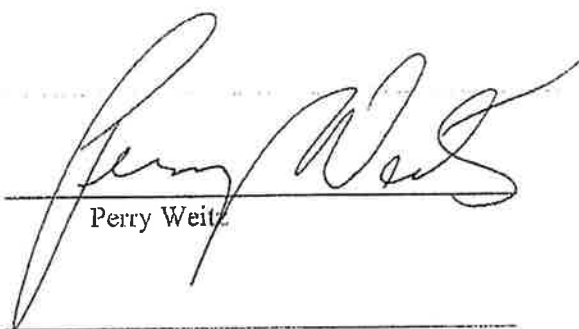
TRUST ADVISORY COMMITTEE

Bruce Mattock

Joseph Rice

John Cooney

Matthew Bergman



Perry Weitz

Robert Komitor

Steven Kazan

Steven T. Baron

FUTURE CLAIMANTS' REPRESENTATIVE

C. Judson Hamlin

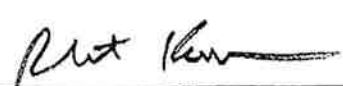
WRITTEN CONSENT

WHEREAS, pursuant to Section 8.1 of the TDP, the Asbestos Trust Advisory Committee and the Future Claimants' Representative do hereby provide their written consent to amend Sections 5.3(a)(3) and 5.3(b)(3) of the TDP as adopted by the Trustees in the foregoing Third Amendment to the TDP; and

WHEREAS, the Trust Advisory Committee and the Future Claimants' Representative agree to waive the written notice requirement for the consent process as described in Sections 5.7(b)(i) and 6.6(b)(i) of the G-I Holdings Trust Agreement.

IN WITNESS WHEREOF, the undersigned have executed this instrument effective as of the ___ day of February, 2015.

TRUST ADVISORY COMMITTEE

_____ Bruce Mattock	_____ Perry Weitz
_____ Joseph Rice	_____  Robert Komitor
_____ John Cooney	_____ Steven Kazan
_____ Matthew Bergman	_____ Steven T. Baron

FUTURE CLAIMANTS' REPRESENTATIVE

C. Judson Hamlin

WRITTEN CONSENT

WHEREAS, pursuant to Section 8.1 of the TDP, the Asbestos Trust Advisory Committee and the Future Claimants' Representative do hereby provide their written consent to amend Sections 5.3(a)(3) and 5.3(b)(3) of the TDP as adopted by the Trustees in the foregoing Third Amendment to the TDP; and

WHEREAS, the Trust Advisory Committee and the Future Claimants' Representative agree to waive the written notice requirement for the consent process as described in Sections 5.7(b)(i) and 6.6(b)(i) of the G-I Holdings Trust Agreement.

IN WITNESS WHEREOF, the undersigned have executed this instrument effective as of the ____ day of February, 2015.

TRUST ADVISORY COMMITTEE


Bruce Mattock

Perry Weitz

Joseph Rice

Robert Komitor

John Cooney



Steven Kazan

Matthew Bergman

Steven T. Baron

FUTURE CLAIMANTS' REPRESENTATIVE

C. Judson Hamlin

WRITTEN CONSENT

WHEREAS, pursuant to Section 8.1 of the TDP, the Asbestos Trust Advisory Committee and the Future Claimants' Representative do hereby provide their written consent to amend Sections 5.3(a)(3) and 5.3(b)(3) of the TDP as adopted by the Trustees in the foregoing Third Amendment to the TDP; and

WHEREAS, the Trust Advisory Committee and the Future Claimants' Representative agree to waive the written notice requirement for the consent process as described in Sections 5.7(b)(i) and 6.6(b)(i) of the G-I Holdings Trust Agreement.

IN WITNESS WHEREOF, the undersigned have executed this instrument effective as of the ___ day of February, 2015.

TRUST ADVISORY COMMITTEE

Bruce Mattock

Perry Weitz

Joseph Rice

Robert Komitor


John Cooney

Steven Kazan

Matthew Bergman

Steven T. Baron

FUTURE CLAIMANTS' REPRESENTATIVE



C. Judson Hamlin

EXHIBIT E

**SETTLEMENT FACILITY
SECOND AMENDED AND RESTATED
CLAIMS RESOLUTION PROCEDURES**

Table of Contents

SECTION 1

DEFINITIONS

1.1 Definitions..... 1

1.1(a) “Asbestos Claims Bar Date” 1

1.1(b) “Bankruptcy Court” 2

1.1(c) “Bystander Coltec/GST Product Contact” 2

1.1(d) “Claim” 2

1.1(e) “Claimant” 2

1.1(f) “Claimant Advisory Committee” or “CAC” 2

1.1(g) “Claim Form” 2

1.1(h) “Coltec/GST Product Contact”..... 2

1.1(i) “Coltec Products” 2

1.1(j) “Contact Group” 2

1.1(k) “Direct Claim” 3

1.1(l) “Direct Coltec Product Contact” 3

1.1(m) “Direct GST Product Contact” 3

1.1(n) “Entity” 3

1.1(o) “Expedited Claim Review” 3

1.1(p) “Extraordinary Claim” 3

1.1(q) “Extraordinary Claim Review” 4

1.1(r) “Foreign Claim” 4

1.1(s) “Future Claim” 4

1.1(t) “Future Claimants’ Representative” or “FCR” 4

1.1(u) “GST Product(s)” 4

1.1(v) “Indirect Claim” 4

1.1(w) “Injured Party” or “IP” 5

1.1(x) “Matrix Amount” 5

1.1(y) “Maximum Annual Payment” 5

1.1(z) “Maximum Settlement Values” 5

1.1(aa) “Other Asbestos Trust” 5

1.1(bb) “Other Claims” 5

1.1(cc) “Petition Date” 5

1.1(dd) “Pre-Petition Judgment GST Asbestos Claim” 5

1.1(ee) “Present Claim” 6

1.1(ff) “Related” 6

1.1(gg) “Releasee” 6

1.1(hh) “Secondary Coltec/GST Product Contact” 6

1.1(ii) “Settled Claims Bar Date” 6

1.1(jj) “Settled GST Asbestos Claim” 7

1.1(kk) “Trustee” 7

1.1(ll) “United States” 7

Table of Contents
(continued)

SECTION 2

OVERVIEW

2.1	CRP Goals.....	7
2.2	Compensable Diseases.....	8
2.3	Trustee’s Determination of Maximum Settlement Values, Medical Information Factors and Maximum Annual Payment.....	8
2.4	Trust Claims Payment Ratio	11

SECTION 3

ORDERING AND PROCESSING OF CLAIMS

3.1	Establishment of the FIFO Processing Queue	13
3.2	Processing of Claims.....	13
3.3	Payment of Claims.....	13
3.4	Same Day Liquidation	13
3.5	Resolution of Settled GST Asbestos Claims and Pre-Petition Judgment GST Asbestos Claims.....	14

SECTION 4

OTHER CLAIM ISSUES

4.1	Deceased or Incompetent Claimant	16
4.2	Hardship Claims.....	17
4.3	Second Disease (Malignancy) Claims	17
4.4	Conspiracy Theories	17
4.5	Foreign Claims.....	17
4.6	Workers’ Compensation Claims.....	18

SECTION 5

**EFFECT OF STATUTES OF LIMITATIONS AND REPOSE AND ASBESTOS CLAIMS
BAR DATE**

5.1	Time-Barred Claims.....	18
5.2	Filing Deadline for Claims Subject to Asbestos Claims Bar Date	19
5.3	Filing Deadline for Claims Not Subject to an Asbestos Claims Bar Date.....	19

SECTION 6

SETTLEMENT REVIEW PROCESS

6.1	Claimant’s Choice of Expedited Claim or Extraordinary Claim Review.....	20
-----	-------------------------------------------------------------------------	----

Table of Contents
 (continued)

6.2 Expedited Claim Review and Extraordinary Claim Review Distinguished 20
 6.3 Payment of Claims Accepting Settlement Offers 20
 6.4 Submission Requirements 21
 6.5 Threshold Requirements for All Claimants 21
 6.6 Medical Requirements for All Claimants 21
 6.7 Coltec/GST Product Contact Requirement for All Claimants 24
 6.7(a) Coltec/GST Product Contact 24
 6.7(b) Documentation of Coltec/GST Product Contact 26
 6.7(c) Site List Limitations 27
 6.8 Additional Documentation and Information for Extraordinary Claim Review 27
 6.8(a) Requirement to Identify Other Claims 27
 6.8(b) Information Required About Other Claims 27
 6.8(c) Authorization for Release of Information 28
 6.8(d) Attorney or Claimant Certification 29
 6.8(e) Individual Claimant Certification 29
 6.9 Releases 29

SECTION 7

RELIABILITY OF CLAIM INFORMATION

7.1 Reliable Information 30
 7.2 Copies 30
 7.3 Unreliable Information 31

SECTION 8

CLAIM FORMS AND FEES

8.1 Claim Forms 31
 8.2 Claim Fees 32

SECTION 9

DEFERRALS, WITHDRAWALS, ARBITRATION AND LITIGATION

9.1 Deferrals and Deficiencies 32
 9.2 Withdrawals 33
 9.3 Establishment of ADR Procedures 33
 9.4 Claims Eligible for Arbitration 34
 9.5 Limitations on and Payment of Arbitration Awards 34
 9.6 Suits in the Tort System 34
 9.7 Payment of Judgments for Money Damages 35
 9.8 Punitive Damages 36

Table of Contents
(continued)

SECTION 10

INDIRECT CLAIMS

10.1	Indirect Claims.....	36
10.2	Valid Indirect Coltec/GST Asbestos Claims	36
	10.2(a) Not Disallowed.....	36
	10.2(b) Payment of and Release by Direct Claimant.....	37
	10.2(c) Establishing Indirect Claim	37
10.3	Otherwise Valid Indirect Claims	37
10.4	Processing and Payment of Indirect Claims	38

SECTION 11

AUDITS

11.1	Audit Program.....	38
11.2	Inconsistent Information	39
11.3	Fraud	39

SECTION 12

MISCELLANEOUS

12.1	Medicare	40
12.2	Insurance Document Requests.....	40
12.3	Confidentiality of Claimant Submissions	41
12.4	No Attorney Necessary	41
12.5	Consent and Consultation Procedures	42
12.6	Amendments	42
12.7	Severability	43
12.8	Governing Law	43
12.9	Relation to Other Plan Documents	43

**SETTLEMENT FACILITY SECOND AMENDED
AND RESTATED CLAIMS RESOLUTION PROCEDURES**

Effective April 1, 2021

These Claims Resolution Procedures (“**CRP**”) were adopted as part of the Modified Joint Plan of Reorganization of Garlock Sealing Technologies LLC, et al. and OldCo, LLC, Successor by Merger to Coltec Industries Inc. (the “**Plan**”). They set forth the requirements that Claimants must meet to receive payments from the GST Settlement Facility (the “**Trust**”). The Asbestos Trustee (the “**Trustee**”) will administer these CRP consistent with the terms set forth herein and the terms of the Plan and the Trust and Settlement Facility Agreement (the “**Settlement Facility Agreement**”). The Trust expressly assumes all liabilities and responsibilities for the Claims, as defined below, and the Reorganized Debtors shall have no further financial or other responsibility or liability therefor.

Section 1

Definitions

1.1 **Definitions** The following defined terms apply. All capitalized terms used but not defined here shall have the meanings given to such terms in the Plan.

1.1(a) “**Asbestos Claims Bar Date**” means each of the bar dates set forth in the following orders of the Bankruptcy Court, as and to the extent applicable under the terms of those orders: (a) Order Approving Disclosure Statement and Establishing Asbestos Claims Bar Date and Procedures for Solicitation, dated Apr. 10, 2015 (GST Docket No. 4542) (attached hereto as Appendix VIII); and (b) Order (I) Fixing Bar Date for Certain Asbestos Claims, (II) Approving Proof of Claim Form and Proposed Procedures for Filing Certain Coltec Asbestos Claims, and

(III) Approving Form and Manner of Notice Thereof, dated Feb. 3, 2017 (OldCo, LLC Docket No. 53) (attached hereto as Appendix IX).

1.1(b) **“Bankruptcy Court”** means the United States Bankruptcy Court for the Western District of North Carolina.

1.1(c) **“Bystander Coltec/GST Product Contact”** means the Injured Party’s performance of job duties on a regular basis in close proximity (based on the totality of evidence) to a worker who is performing activities that qualify as Direct Coltec Product Contact or Direct GST Product Contact in a time frame that is reasonably contemporaneous.

1.1(d) **“Claim”** means a Direct Claim or an Indirect Claim.

1.1(e) **“Claimant”** means an Entity asserting a Claim.

1.1(f) **“Claimant Advisory Committee” or “CAC”** means a committee established pursuant to the Settlement Facility Agreement to represent the interests of holders of present Coltec Asbestos Claims and holders of present GST Asbestos Claims.

1.1(g) **“Claim Form”** means the information and documents that the Claimant is required to submit to the Trust to initiate processing of his or her Claim.

1.1(h) **“Coltec/GST Product Contact”** means Direct Coltec Product Contact, Direct GST Product Contact, Bystander Coltec/GST Product Contact and Secondary Coltec/GST Product Contact or any combination of the four.

1.1(i) **“Coltec Product(s)”** means asbestos-containing products supplied or manufactured by Coltec.

1.1(j) **“Contact Group”** means one or more of the five contact groups to which an Injured Party is assigned pursuant to the provisions of Appendix I hereto.

1.1(k) **“Direct Claim”** means a claim asserted by a person seeking a remedy for personal injury or wrongful death caused by exposure to asbestos fibers or dust in Coltec Products and/or GST Products that is channeled to the Trust.

1.1(l) **“Direct Coltec Product Contact”** means the Injured Party’s hands-on performance of one of the following workplace activities on a regular basis: (a) grinding, scraping or wire brushing of asbestos gaskets contained in a Coltec Product in the removal process; (b) cutting individual gaskets from asbestos sheet material for installation in a Coltec Product; or (c) cutting or removal of asbestos packing contained within a Coltec Product.

1.1(m) **“Direct GST Product Contact”** means the Injured Party’s hands-on performance of one of the following workplace activities on a regular basis: (a) grinding, scraping or wire brushing of Garlock asbestos gaskets in the removal process; (b) cutting individual gaskets from Garlock asbestos sheet material; or (c) cutting or removal of Garlock asbestos packing. The Bankruptcy Court found that these activities cause the release of asbestos fibers or dust from Garlock Products, many of which products were encapsulated and therefore were not friable and did not release asbestos fibers or dust on contact unless ground, scraped, brushed or cut.

1.1(n) **“Entity”** means any person, individual, corporation, limited liability company, partnership, association, joint stock company, joint venture, estate, trust, unincorporated organization, the Bankruptcy Administrator or any governmental unit or any political subdivision thereof.

1.1(o) **“Expedited Claim Review”** means the process for determining Matrix Amounts (settlement offers for qualified Claimants) as set forth in Appendix I to these CRP.

1.1(p) **“Extraordinary Claim”** means a malignant Claim that meets the exposure and medical criteria set forth in Appendix I and that is with respect to an Injured Party who credibly

documents (a) a history of extraordinary Coltec/GST Product Contact with little or no exposure to asbestos from other Entities' products and (b) there has not been and there is little likelihood of a substantial recovery elsewhere.

1.1(q) **"Extraordinary Claim Review"** means the process for determining Matrix Amounts (settlement offers for qualified Claimants) as set forth in Appendix II to these CRP.

1.1(r) **"Foreign Claim"** means a Claim based on alleged exposure to asbestos fibers or dust from Coltec Products and/or GST Products that occurred outside of the United States and its territories and possessions with respect to Injured Parties who are not United States citizens or permanent residents.

1.1(s) **"Future Claim"** means a Claim based on a medical diagnosis dated after the Effective Date.

1.1(t) **"Future Claimants' Representative" or "FCR"** means Joseph W. Grier, III (or any duly appointed successor), who was appointed to represent the interests of holders of Future Coltec Asbestos Claims in the Order Granting Debtors' Motion to Appoint Joseph W. Grier, III as Future Asbestos Claimants' Representative [Docket No. 43 in Case No. 17-30140] and holders of Future GST Asbestos Claims in the Order Granting Debtors' Motion for Appointment of Joseph W. Grier, III as Future Asbestos Claimants' Representative [Docket No. 512].

1.1(u) **"GST Product(s)"** means asbestos-containing products supplied or manufactured by GST.

1.1(v) **"Indirect Claim"** means a claim that is asserted as a third-party indemnification, contribution, subrogation or similar claim by an Entity that has paid the Holder of a Direct Claim to which the Trust would otherwise have had an obligation.

1.1(w) **“Injured Party” or “IP”** means the individual whose alleged injury is the subject of the Claim.

1.1(x) **“Matrix Amount”** means the settlement offer determined under Expedited Claim Review or Extraordinary Claim Review.

1.1(y) **“Maximum Annual Payment”** means the amount of cash allocated by the Trustee, pursuant to the provisions of Section 2.3 hereof, to each year of the life of the Trust to achieve the goal of paying settlement amounts to holders of Present and Future Claims that are as equal as possible.

1.1(z) **“Maximum Settlement Values”** means the maximum settlement values set forth in the chart in Appendix I for the Contact Groups and disease level.

1.1(aa) **“Other Asbestos Trust”** means a post-confirmation organization established pursuant to a plan of reorganization under the Bankruptcy Code to assume and pay the asbestos-related liability of a debtor.

1.1(bb) **“Other Claims”** means claims for compensation against Entities other than OldCo, LLC, successor by merger to Coltec Industries Inc (“Coltec”), Garlock Sealing Technologies LLC (“GST”) or Garrison Litigation Management Group, Ltd. (“GLM”) that relate directly or indirectly to the alleged injuries that are the subject of a Claim.

1.1(cc) **“Petition Date”** means June 5, 2010.

1.1(dd) **“Pre-Petition Judgment GST Asbestos Claim”** means a Claim against a Debtor evidenced by a written judgment entered before the Petition Date that was not yet subject to a Final Order as of the Confirmation Date and was timely filed by the applicable Asbestos Claims Bar Date, which Claim is listed on Appendix VII. If the holder of a Claim against a Debtor evidenced by a written judgment entered before the Petition Date that was not yet subject to a Final

Order as of the Confirmation Date failed to submit such Claim to the Bankruptcy Court prior to the applicable Asbestos Claims Bar Date but obtains relief from the Bankruptcy Court for the Claim to be deemed timely filed, then such Claim shall be added to Appendix VII and included within the definition of a Pre-Petition Judgment GST Asbestos Claim.

1.1(ee) **“Present Claim”** means a Claim based on a medical diagnosis dated on or prior to the Effective Date.

1.1(ff) **“Related”** means, with respect to a Coltec Asbestos Claim and/or a GST Asbestos Claim, all Coltec Asbestos Claims and GST Asbestos Claims based on a particular Injured Party’s injury (such as Claims by the Injured Party, his or her estate, and family members for loss of consortium, wrongful death, or similar related Claims).

1.1(gg) **“Releasee”** means any Entity or person released under the form of Settlement Release attached hereto as Appendix III.

1.1(hh) **“Secondary Coltec/GST Product Contact”** means regular contact with asbestos fibers or dust from Coltec Products and/or GST Products through contact with someone who had Direct Coltec Product Contact, Direct GST Product Contact or Bystander Coltec/GST Product Contact. The Claimant must demonstrate that the occupationally exposed person experienced Direct Coltec Product Contact, Direct GST Product Contact or Bystander Coltec/GST Product Contact.

1.1(ii) **“Settled Claims Bar Date”** means September 30, 2014, the date by which, as ordered by the Bankruptcy Court, Settled GST Asbestos Claims must have filed a claim with the Bankruptcy Court to avoid the risk of being barred from asserting such claims against the Debtors.

1.1(jj) **“Settled GST Asbestos Claim”** means a Claim based on a settlement agreement listed on Appendix VI marked as liquidated (a Claim as to which the holder and the Debtors agree that the applicable settlement agreement is enforceable) or disputed (a Claim as to which the holder and the Debtors disagree as to the enforceability of the settlement agreement). All Settled GST Asbestos Claims listed on Appendix VI were filed by the Settled Claims Bar Date or were identified as undisputed in the Debtors’ filed Plan schedules. If the holder of a Claim that, as of the Petition Date, was subject to a settlement agreement enforceable under applicable law between GST and the holder of such Claim, failed to submit such Claim to the Bankruptcy Court prior to the Settled Claims Bar Date but obtains relief from the Bankruptcy Court for such Claim to be deemed timely filed, then such Claim shall be added to Appendix VI and included within the definition of Settled GST Asbestos Claim.

1.1(kk) **“Trustee”** means the trustee for the Trust identified in the Settlement Facility Agreement (or any duly appointed successor).

1.1(ll) **“United States”** means the United States of America and its political subdivisions, including states, territories, commonwealths, possessions, and now-existing compacts of free association (namely, those with the Federated States of Micronesia, the Marshall Islands, and Palau), as well as all ships and vessels of the United States Navy, the United States Coast Guard, or any other branch of the armed services of the United States of America.

Section 2

Overview

2.1 **CRP Goals.** The CRP are designed and shall be implemented by the Trustee to the best of his or her ability to (a) generate settlement offers to Claimants that are fair, equitable, expeditious and properly reflective of the injuries allegedly caused to the Injured Parties by

exposure to asbestos fibers or dust from Coltec Products or GST Products, many of which were encapsulated and (b) ensure that over the life of the Trust, Present and Future Claims are treated fairly and equitably in all matters, including the payment of settlement amounts from the Trust that are as equal as possible. Subject to Section 4.3 hereof, the holder of a Claim may only seek compensation from the Trust for one Claim with respect to an Injured Party, regardless of whether the Injured Party was exposed to both Coltec Products and GST Products.

2.2 Compensable Diseases. These CRP compensate the following diseases: malignant mesothelioma, asbestos-related cancers (lung, colo-rectal, laryngeal, esophageal, pharyngeal, or stomach), severe asbestosis, disabling asbestosis, and non-disabling asbestosis. To be compensated, Claimants must satisfy medical requirements for their particular disease and credibly demonstrate that they were exposed to asbestos fibers or dust from Coltec Products or GST Products. If the medical and exposure requirements are satisfied, then the amount that the Claimant is eligible to receive (the Matrix Amount) is determined through the use of published and objective formulas in Appendix I (Expedited Claim Review) and Appendix II (Extraordinary Claim Review), based on the individual characteristics of the Injured Party, such as occupation, industry, disease, age, life status, number of dependents, economic loss, and duration of exposure to asbestos in Coltec Products and/or GST Products.

2.3 Trustee's Determination of Maximum Settlement Values, Medical Information Factors and Maximum Annual Payment. The Asbestos Claimants Committee ("ACC") and the FCR previously agreed to preliminary Maximum Settlement Values and Medical Information Factors for disclosure statement purposes only. Before any payment is made, however, the Trustee shall, in a prudent and conservative manner, independently determine the Maximum Settlement Values and Medical Information Factors, in addition to determining the

Maximum Annual Payment, recognizing in all cases the express goal of these CRP that, over the life of the Trust, Present and Future Claims are to be treated fairly and equitably in all matters, including the payment of settlement amounts from the Trust that are as equal as possible. The Medical Information Factor for malignant mesothelioma shall in no instance be less than 1.

In determining the Maximum Settlement Values, the Medical Information Factors and the Maximum Annual Payment, the Trustee shall consult with the FCR and the CAC and consider, among other things, the number and disease types of Present Claims, the number of Present Claims that are time-barred, the projected number and disease types of Future Claims, the available fund to pay Settled GST Asbestos Claims, the Pre-Petition Judgment GST Asbestos Claims, the Claims Payment Ratio, the value and liquidity of assets then available to the Trust for the payment of Claims, anticipated future returns on such assets, all anticipated administrative and legal expenses, an appropriate reserve to allow for unexpected Claims and possible forecasting errors, and any other material matters that are reasonably likely to affect the sufficiency of funds to provide equal treatment to all holders of Present and Future Claims. In addition, in setting the Medical Information Factors, the Trustee, if he or she deems such information relevant or useful, in his or her sole discretion, may consider the historical relationships among the various disease levels in the tort system with respect to recoveries against the Debtors.

In determining the Maximum Settlement Values, the Medical Information Factors and the Maximum Annual Payment, to the fullest extent provided by the Plan and any orders entered by the Bankruptcy Court, the Trustee shall have access to and may rely upon, among other things, the Debtors' various claims databases, including information provided in response to each Asbestos Claims Bar Date, the Settled Claims Bar Date and the Debtors' questionnaires, and the forecasting models and estimates of the Debtors, the ACC and the FCR.

Each of the FCR and the CAC has the right to challenge the Trustee's determination of the Maximum Settlement Values, the Medical Information Factors and the Maximum Annual Payment, which dispute shall be governed by the Settlement Facility Agreement.

Once the Maximum Annual Payment is determined for a given year, the Trust's distributions to Claimants for each year shall not exceed that Maximum Annual Payment.

The Trustee shall be required to actively monitor the number of claims submitted, the number of claims paid, the Trust's costs and expenses and the Trust's available assets. If the Trustee determines at any time, in his or her sole discretion, that Future Claims may not receive settlement amounts equal to those of Present Claims for any reason, including because more claims are submitted than were projected or asset values are lower than projected ("**Risk of Unequal Treatment**"), the Trustee shall immediately reduce the Maximum Settlement Values and/or the Maximum Annual Payment by an appropriate percentage after first consulting with the CAC and the FCR. Once the Trustee determines there is a Risk of Unequal Treatment, all payments shall be frozen until the Trustee is satisfied the Maximum Settlement Values, the Maximum Annual Payment and/or the Medical Information Factors are adjusted properly.

The Trustee may only increase the Maximum Annual Payment, the Medical Information Factors and the Maximum Settlement Values with the consent of both the CAC and the FCR. Any increase or decrease in the Maximum Settlement Values shall be the same percentage across all Maximum Settlement Values absent the consent of both the CAC and the FCR.

In addition to the adjustments described above, commencing on the second January 1 to occur after the Trust commences paying Claims, and annually thereafter, the Trustee shall adjust the Maximum Settlement Values by the amount of any upward change over the prior year in the

Consumer Price Index for all Urban Consumers (“CPI-U”) published by the United States Department of Labor, Bureau of Labor Statistics.

If the Maximum Settlement Values are increased over time, other than as the result of an inflation adjustment, Claimants who have previously been paid by the Trust will receive a proportional additional payment unless the Trustee, after consultation with the CAC and the FCR, concludes that the amount is so modest (such as less than \$100.00) and the administrative costs and burdens are so great in comparison to the benefit to the subject Claimant that such additional payment should be deferred.

In the event there are insufficient funds in any year to pay the liquidated Claims, the available funds shall be paid to the maximum extent to Claimants based on their place in the FIFO Payment Queue described below. Claims for which there are insufficient funds will be carried over to the next year where they will be placed at the head of the FIFO Payment Queue. If there are excess funds because there was an insufficient amount of liquidated Claims to exhaust the respective Maximum Annual Payment amount for more than two consecutive years, then the excess funds will be rolled over.

2.4 Trust Claims Payment Ratio. The Claims Payment Ratio for the various disease categories shall be (i) 85% for “Category A” Claims, which consist of Claims involving malignant mesothelioma, (ii) 10% for “Category B” Claims, which consist of Claims involving lung cancer and (iii) 5% for “Category C” Claims, which consist of claims involving colo-rectal cancer, laryngeal cancer, esophageal cancer, pharyngeal cancer, stomach cancer, severe asbestosis, disabling asbestosis, and non-disabling asbestosis (Category A, Category B and Category C shall be referred to herein as “**Disease Categories**”); provided, however, that all Foreign Claims, as defined in Section 4.5, that are paid by the Trust shall be placed in Category C notwithstanding

the Injured Party's disease level. The Trustee shall apply the Claims Payment Ratio to the Maximum Annual Payment to determine the amount of money available in such year to compensate Claims that fall into each of the Disease Categories.

In the event there are insufficient funds in any year to pay the Claims within any or all of the Disease Categories, the available funds within the particular Disease Category shall be paid to the maximum extent to Claimants in the particular Disease Category based on their place in the FIFO Payment Queue described below. Claims for which there are insufficient funds will be carried to the next year where they will be placed at the head of the FIFO Payment Queue. If there are excess funds in a Disease Category because there was an insufficient amount of liquidated Claims to exhaust the Maximum Annual Payment amount for that Disease Category, then the excess funds for such Disease Category will be rolled over and remain dedicated to the respective Disease Category to which they were originally allocated, so long as the Claims Payment Ratio remains in place.

The Trustee shall not amend the Claims Payment Ratio for five (5) years after the Trust first makes Claim Forms available and provides notice of such date on its website. Following the expiration of that five (5) year initial period, the Trustee may, with the consent of both the CAC and the FCR, amend the Claims Payment Ratio but only to prevent manifest injustice. An increase in the number of Category B and Category C Claims beyond those predicted or expected shall not constitute manifest injustice. If the Trustee amends the Claims Payment Ratio, as part of such amendment, the Trustee may, with the consent of both the CAC and the FCR, transfer excess funds in a Disease Category to another Disease Category with insufficient funds. In the situation where there are excess funds for a Disease Category, the Trustee may instead, with the consent of both

the CAC and the FCR, make adjustments that result in increased payments to the holders of Claims in such Disease Category.

Section 3

Ordering and Processing of Claims

3.1 **Establishment of the FIFO Processing Queue.** The Trust will order Claims to be reviewed for processing purposes on a first-in, first-out (“**FIFO**”) basis except as otherwise provided herein (the “**FIFO Processing Queue**”). A Claimant’s position in the FIFO Processing Queue shall be determined according to the date that the Claim is filed with the Trust, with an earlier filing date being given priority over a later filing date. If any Claims are filed on the same date, the Claimant’s position in the FIFO Processing Queue shall be determined by the date of diagnosis of the asbestos-related disease, with an earlier diagnosis date being given priority over a later diagnosis date. A Claim shall be deemed filed on the date the Claimant places the Claim Form in the mail, or the date upon which the Claimant submits the Claim Form electronically.

3.2 **Processing of Claims.** The Trust will review its Claim files on a regular basis. The Trust shall, upon determining that a Claim qualifies for a settlement offer, tender to the Claimant an offer of payment of the amount determined under these procedures, together with a form of Settlement Release (as defined in the Plan). The form of Settlement Release is attached hereto as Appendix III.

3.3 **Payment of Claims.** Claims shall be paid in FIFO order based on the date the Trust received the Settlement Release (the “**FIFO Payment Queue**”).

3.4 **Same Day Liquidation.** If any Claims are liquidated on the same date, each such Claimant’s position in the FIFO Payment Queue shall be determined by the date of the diagnosis of such Claimant’s asbestos-related disease, with earlier diagnosis dates given priority over later

diagnosis dates, and older claimants given priority over younger claimants if they were diagnosed on the same date.

3.5 Resolution of Settled GST Asbestos Claims and Pre-Petition Judgment GST Asbestos Claims. In order to receive payment from the Trust, the holder of a Settled GST Asbestos Claim or a Pre-Petition Judgment GST Asbestos Claim must submit all documentation that the Trustee deems necessary to demonstrate to the Trust that the claim is in fact a Settled GST Asbestos Claim and eligible for payment under the terms of the applicable settlement agreement or a Pre-Petition Judgment GST Asbestos Claim that qualifies for payment hereunder.

The Trustee shall consult with the CAC and the FCR with respect to a Pre-Petition Judgment GST Asbestos Claim and may appeal or seek further review of such Judgment. If the Trust is successful in such appeal or further review process, then such Claim shall not be payable by the Trust as a Pre-Petition Judgment GST Asbestos Claim. The holder of such Claim may, however, submit such Claim to the Trust and be eligible for payment subject to all of the criteria contained herein with respect to non-Pre-Petition Judgment GST Asbestos Claims.

With respect to Settled GST Asbestos Claims, if the Debtors do not agree that the settlement is enforceable as indicated on Appendix VI hereto, the Claim is payable as a Settled GST Asbestos Claim only if Trust determines that the settlement is enforceable under applicable law. Settled GST Asbestos Claims that were disallowed by the Bankruptcy Court as not settled may submit Claims to the Trust and be eligible for a payment subject to all of the criteria contained herein with respect to non-Settled GST Asbestos Claims.

Notwithstanding any other provision of these CRP to the contrary, all Settled GST Asbestos Claims and Pre-Petition Judgment GST Asbestos Claims must be submitted to the Trust within three (3) months after the Trust first makes Claim Forms available and provides notice of

such date on its website. No Settled GST Asbestos Claim shall be paid until the expiration of such three-month period. A claimant may submit a Claim to the Trust pending receipt of relief from the Bankruptcy Court with respect to the Settled Claims Bar Date, but the Trust will not process any such Claim until the subject Claimant provides evidence that relief from the Bankruptcy Court has been obtained.

The liquidated value of a Settled GST Asbestos Claim or a Pre-Petition Judgment GST Asbestos Claim shall be the unpaid portion of the amount agreed to in the enforceable settlement agreement between GST and the holder of such Claim, the unpaid portion of the final judgment, or the unpaid portion of the amount awarded by the jury verdict or non-final judgment (as to which the Trustee elects not to appeal or seek further review), as the case may be, plus interest, if any, that has accrued on that amount in accordance with the terms of the settlement agreement, if any, or under applicable state law for settlements or judgments, as of the Petition Date; however, except as otherwise provided in Section 9.7 below, the liquidated value of such a Claim shall not include any punitive or exemplary damages. The liquidated amount of any such Claim shall be subject to a payment percentage to be determined by the Trustee after the Effective Date. The Trustee shall set the payment percentage such that the holders of the Settled GST Asbestos Claims and the Pre-Petition Judgment GST Asbestos Claims receive approximately the same percentage recovery as it is anticipated that other Claimants shall receive based on the estimated value of the Claims channeled to the Trust and the assets available to pay such liabilities.

Holders of Settled GST Asbestos Claims and Pre-Petition Judgment GST Asbestos Claims that are secured by letters of credit, appeal bonds, or other security or sureties shall first exhaust their rights against any applicable security or surety before submitting a Claim to the Trust. Only in the event that such security or surety is insufficient to pay the Claim in full shall the deficiency

be processed and paid by the Trust. Any such deficiency shall be subject to the payment percentage.

Pursuant to Section 9.4 of the CRP, the holder of a Settled GST Asbestos Claim or a Pre-Petition Judgment GST Asbestos Claim may seek arbitration to resolve any dispute concerning whether the Claim qualifies for payment hereunder. To be eligible for arbitration, the Claimant must initiate ADR proceedings pursuant to the Trust's ADR procedures within the later of (i) December 1, 2022, or (ii) within six (6) months of the notice of rejection from the Trust. If the written request is not timely submitted, then the claim is no longer eligible for arbitration.

A total fund of \$10 million will be available to pay Settled GST Asbestos Claims (the "**Settled Claims Maximum**"). If the total amount paid by the Trust to Settled GST Asbestos Claims is less than the Settled Claims Maximum, the remaining surplus shall be made available to pay non-Settled GST Asbestos Claims within 60 days of the final liquidation of the last disputed Settled GST Asbestos Claim.

Section 4

Other Claim Issues

4.1 **Deceased or Incompetent Claimant.** Where the Claimant is deceased or incompetent, if the settlement and payment of his or her Claim must be approved by a court of competent jurisdiction prior to acceptance of an offer by the Claimant's representative, such offer shall remain open so long as proceedings before that court remain pending, provided that the Trust has been furnished with evidence that the settlement offer has been submitted to such court for approval. If the offer is ultimately approved by that court and accepted by the Claimant's representative, the Trust shall pay the Claim in the amount so offered.

4.2 **Hardship Claims.** The Trust may liquidate and pay certain qualified Claims that also qualify as Hardship Claims, as defined below, at any time. Such Claims may be considered separately no matter what the order of processing otherwise would have been under these CRP. A Hardship Claim, following its liquidation, shall be placed at the head of the FIFO Payment Queue for its Disease Category for purposes of payment, subject to the Maximum Annual Payment and Claims Payment Ratio described above. An otherwise qualified Claim qualifies for payment as a “**Hardship Claim**” if (i) the Claim is an asbestos-related malignancy claim, and (ii) the Trustee, in his or her sole discretion, determines (a) that the Claimant needs financial assistance on an immediate basis based on the Claimant’s expenses and all sources of available income, and (b) that the Claimant’s dire financial condition is a result of the Claimant’s asbestos-related disease.

4.3 **Second Disease (Malignancy) Claims.** The holder of a non-malignant asbestos-related disease Claim (including the holder of such a claim that was settled and paid by a Debtor prior to the formation of the Trust) may file a new Claim based on a malignant asbestos-related disease that qualifies for payment from the Trust if it is diagnosed after payment on the non-malignant Claim. The Settlement Release shall not require such a Claimant to release the subsequent disease Claim, and the Trust shall not enforce the provision of any release entered into with a Debtor releasing such a subsequent disease Claim. Any additional payments to which such Claimant may be entitled with respect to such malignant asbestos-related disease shall not be reduced by the amount paid for such non-malignant Claim.

4.4 **Conspiracy Theories.** Claims based on conspiracy theories against the Debtors are not compensable under these CRP.

4.5 **Foreign Claims.** Foreign Claims are not compensable under these CRP unless the holder of a Foreign Claim files a lawsuit in the United States. If this occurs, the Trust shall process

the holder's claim provided the holder complies with the requirements set forth herein. The holder of the Foreign Claim shall be required to submit to the Trust a filing fee pursuant to Section 8.2 hereof and information establishing, to the Trustee's satisfaction, that the Injured Party is suffering from one of the diseases described in Appendix I and that such Injured Party had at least six (6) months of Coltec/GST Product Contact. All information submitted to the Trust must be in English. If these requirements are met, the Trust shall determine the amount that the Claimant is entitled to receive based on the disease of the Injured Party. If the Injured Party is suffering from mesothelioma, the settlement amount shall be \$100; if the Injured Party is suffering from asbestos-related lung cancer or severe asbestosis, the settlement amount shall be \$50; if the Injured Party is suffering from asbestos-related other cancer or disabling asbestosis, the settlement amount shall be \$25; and if the Injured Party is suffering from non-disabling asbestosis, the settlement amount shall be \$10.

4.6 **Workers' Compensation Claims.** If an Injured Party's Claim is based on exposure to asbestos fibers or dust while that Injured Party was an employee of a Debtor, Claimant must certify that the Injured Party and/or his or her beneficiaries did not receive any Workers' Compensation insurance recovery under the Debtors' Workers' Compensation insurance with respect to the Claim, and if there is any recovery, under the Debtors' Workers' Compensation insurance, the Trust shall not have any liability with respect to the Claim.

Section 5

Effect of Statutes of Limitations and Repose and Asbestos Claims Bar Date

5.1 **Time-Barred Claims.** No Claim will be entitled to any distribution from the Trust if it was time-barred as of the Petition Date.

5.2 **Filing Deadline for Claims Subject to Asbestos Claims Bar Date.** Claims subject to, and in compliance with, an Asbestos Claims Bar Date must be submitted to the Trust within the later of (i) the statute of limitations applicable under non-bankruptcy law in the jurisdiction where a claim against a Debtor was filed or, if not filed, could have been timely and properly filed (including any extension of time by operation of 11 U.S.C. Section 108(c)), and (ii) one (1) year after the effective date of the Second Amended and Restated CRP.

Claims that were subject to an Asbestos Claims Bar Date but are not in compliance with such Asbestos Claims Bar Date are barred and not compensable under these CRP unless relief has been obtained from the Bankruptcy Court, in which case the Claim must be submitted to the Trust within the deadline described in the previous paragraph. A claimant may submit such Claim to the Trust pending receipt of relief from the Bankruptcy Court, but the Trust will not process any such Claim until the subject Claimant provides evidence that relief from the Bankruptcy Court has been obtained.

5.3 **Filing Deadline for Claims Not Subject to an Asbestos Claims Bar Date.** Claims not subject to an Asbestos Claims Bar Date must be filed within the later of (i) the statute of limitations applicable under non-bankruptcy law in the jurisdiction where a claim against a Debtor could have been timely and properly filed (including any extension of time by operation of 11 U.S.C. § 108(c)), including, but not limited to, any state where Coltec/GST Product Contact occurred, the Claimant's state of residence, and the state of North Carolina or any other state of a Releasee's residency or incorporation, (ii) one (1) year after the effective date of the Second Amended and Restated CRP, and (iii) two (2) years after the date of diagnosis.

Section 6

Settlement Review Process

6.1 **Claimant's Choice of Expedited Claim or Extraordinary Claim Review.** Matrix Amounts pursuant to Expedited Claim Review and Extraordinary Claim Review are determined through the use of formulas set forth in Appendix I and II, respectively, to these CRP. A Claimant may submit a Claim for Expedited Claim Review or, if the Claim is an Extraordinary Claim, Extraordinary Claim Review.

6.2 **Expedited Claim Review and Extraordinary Claim Review Distinguished.** Within Expedited Claim Review and Extraordinary Claim Review, Matrix Amounts are calculated by reference to occupation, industry, disease, age, life status, number of dependents, economic loss, and duration of Coltec/GST Product Contact. The manner in which these factors are determined and valued is detailed in Appendix I hereto. Only Claims satisfying the criteria set forth in Appendix I, as well as all other criteria in these CRP, are eligible for settlement offers under these CRP.

Expedited Claim Review requires less information than Extraordinary Claim Review as Claims submitted for Extraordinary Claim Review are subject to additional verification and documentation requirements. Only holders of Extraordinary Claims may seek Extraordinary Claim Review.

6.3 **Payment of Claims Accepting Settlement Offers.** If the Trust determines the Claim is eligible for payment under Expedited Claim Review or Extraordinary Claim Review (as applicable) and the Claimant executes the form of Settlement Release attached hereto as Appendix III, the Claim shall be placed in the FIFO Payment Queue following which the Trust shall disburse payment subject to the requirements of these CRP.

6.4 **Submission Requirements.** Whether a Claim is submitted under either Expedited Claim Review or Extraordinary Claim Review, it must meet threshold, medical, and Coltec/GST Product Contact requirements set forth below, and must be submitted with the information necessary to determine a settlement offer under either the Expedited Claim or Extraordinary Claim Review procedures described in Appendices I and II.

6.5 **Threshold Requirements for All Claimants.** To be eligible for a payment under these CRP, a Claimant must satisfy the following threshold requirements:

- (a) The Claimant (or the Claimant's predecessor) has not released the Claim against the Debtors, the Reorganized Debtors, the Trust, or Reorganized Garrison (or had such Claim resolved by final judgment, dismissal, or order), subject to the exception for Second Disease Claims described in Section 4.3;
- (b) The Claimant has not obtained a judgment against Debtors based on the asbestos-related injury alleged in the Claim that has been fully satisfied;
- (c) The Claim has not been disallowed by the Bankruptcy Court, except that Settled GST Asbestos Claimants whose Claims are disallowed by the Bankruptcy Court as not settled may nevertheless submit such Claims to the Trust and be eligible for a payment from the Trust, subject to all criteria contained herein;
- (d) The Claimant has not transferred his or her right to recover with respect to the Claim such that the Claim can be asserted by another person. (The fact that a Claimant has executed a "subrogation agreement" with a health insurer or that a statutory provision grants to any governmental entity rights of subrogation shall not be construed as a transfer of the Claimant's right to recover); and
- (e) The Claim is in compliance with an Asbestos Claims Bar Date or the Settled Claims Bar Date, as applicable, unless relief has been obtained from the Bankruptcy Court.

6.6 **Medical Requirements for All Claimants.** To be eligible for a payment under these CRP, all Claimants must support their Claims with the medical documentation described in Appendix I applicable to the condition they allege. All diagnoses must be accompanied by either (i) a statement by the physician providing the diagnosis that at least ten (10) years have elapsed between the date of first exposure to asbestos and the diagnosis, or (ii) a history of exposure to

asbestos fibers or dust sufficient to establish a 10-year latency period. Such statement may take the form of information in the Injured Party's medical records or reports (i.e., exposure history).

Medical evidence provided in support of the Claim must be credible and consistent with recognized medical standards. Each diagnosis must be made by a board-certified physician in an appropriate specialty, whose license and certification are not (or were not at the time of the diagnosis) on inactive status, to a level of reasonable medical probability. Pulmonary function testing, where required, must be performed using equipment, methods of calibration, and techniques that meet the lung function testing criteria adopted by the American Thoracic Society ("ATS") current as of the date the test is performed.¹

Any diagnosis of asbestosis (including in connection with asbestos-related lung cancer or laryngeal cancer) must be made by (i) a board-certified pathologist, who personally reviewed the Injured Party's pathology, or (ii) a board-certified internist, pulmonologist, radiologist, or occupational medicine physician who actually examined the Injured Party or reviewed and listed relevant medical records, with findings contained in a narrative written report.

In assessing the reliability of any diagnosis, the Trustee may consider whether the diagnosis discusses the basis for the opinion and the reason for rejection of other reasonably possible diagnoses.

A finding by a physician that a Claimant's disease is "consistent with" or "compatible with" asbestosis shall not alone be treated by the Trust as a diagnosis.

¹ Pulmonary function testing performed in a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations, or performed, reviewed, or supervised by a board-certified pulmonologist, internist, radiologist or occupational medicine physician shall be presumed to comply with ATS standards, and the Claimant may submit a summary report of the testing. In all other cases, the Claimant must submit the full report of the testing; provided, however, that if the pulmonary function testing was conducted prior to the Effective Date of the Plan and the full report is not available, the Claimant must then submit a declaration signed by a board-certified pulmonologist, internist, radiologist or occupational medicine physician, in the form provided by the Trust, certifying that the pulmonary function testing was conducted in compliance with ATS standards.

With respect to all disease Claims, the Trustee may require, among other things, the submission of x-rays, CT scans, detailed results of pulmonary function tests, laboratory tests, tissue samples, and results of medical examination or reviews of other medical evidence.

The Trust must require that the medical evidence submitted comply with recognized medical standards, including those regarding equipment, testing, methods, and procedures to assure that such evidence is reliable.

In the case of deceased Injured Parties, the Trustee may take into account the medical standards in place at the time of the subject test in evaluating the reliability of the evidence, and at the Claimant's request, the Trustee may waive the board-certified requirements in the case of an otherwise qualified physician whose X-ray and/or CT scan readings are submitted for the deceased Injured Party. The decision to waive this requirement in that circumstance shall be in the Trustee's sole discretion.

With respect to malignant mesothelioma, the Trust in assessing the reliability of a diagnosis may request and consider information concerning the following:

- Whether the pathologist or laboratory has performed a panel of appropriate (as of the time of the diagnosis) immunohistochemical stains on tumor tissue from a biopsy, and if not, whether there is good cause and whether the laboratory has instead performed a panel of appropriate immunohistochemical stains on a specimen obtained from cytology;
- Whether the pathological report identifies the morphologic form of the tumor; that is, whether the tumor is epithelial (also referred to as epithelioid), sarcomatous (also referred to as sarcomatoid), or mixed epithelial and sarcomatous (sometimes referred to as biphasic or bimorphic);

- Whether all treating physicians who expressed a diagnosis in the records concurred that the Injured Party had diffuse malignant mesothelioma;
- Whether there is an expert finding that the gross distribution of tumor in the Injured Party's thorax is typical of malignant pleural mesothelioma;
- Whether there is an expert finding that the gross distribution of tumor in the Injured Party's abdominal cavity is typical of malignant peritoneal mesothelioma;
- Whether there is a report by a board-certified radiologist documenting that the gross distribution of tumor based on CT scans or PET scans of the Injured Party's thorax is typical of malignant pleural mesothelioma; and
- Whether there is a report by a board-certified radiologist documenting that the gross distribution of tumor based on CT scans or PET scans of the Injured Party's abdominal cavity is typical of malignant peritoneal mesothelioma.

6.7 Coltec/GST Product Contact Requirement for All Claimants.

6.7(a) **Coltec/GST Product Contact.** To be eligible for payment from the Trust, the Claimant must demonstrate to the Trustee's satisfaction that the Injured Party experienced Coltec/GST Product Contact, which Coltec/GST Product Contact could have credibly contributed to causing his or her asbestos-related condition. The Claim Form must require certification of the Claimant's belief in this regard and will set forth the specific exposure information required by the Trust, including the Injured Party's occupation or occupations. Garlock and Coltec ceased supplying and manufacturing asbestos-containing products by December 31, 2000. Further, a common usage of asbestos containing gaskets and packing was in high temperature settings. The Trustee, in his discretion, may consider these facts when determining that Coltec/GST Product Contact credibly contributed to a Claimant's asbestos-related condition. The Trustee may also

require submission of other or additional evidence of Coltec/GST Product Contact when he or she deems it to be necessary.

All Claimants, other than malignant mesothelioma Claimants, must credibly demonstrate to the Trustee's satisfaction that the Injured Party had at least six (6) months of total Coltec/GST Product Contact during the Injured Party's career (or the career of the occupationally exposed person in the case of Secondary Coltec/GST Product Contact). Claims involving Injured Parties with malignant mesothelioma must credibly demonstrate Coltec/GST Product Contact to the Trustee's satisfaction, but there is no six-month minimum. If an Injured Party's only Coltec/GST Product Contact is Secondary Coltec/GST Product Contact, the Trust shall only make a settlement offer if the Injured Party has been diagnosed with malignant mesothelioma. If the Claimant experienced Coltec/GST Product Contact while confined to a ship at sea for fifty (50) days, the Trust shall consider the fifty (50) days of exposure equivalent to six (6) months of total Coltec/GST Product Contact.

For all Coltec/GST Product Contact, Claimants must provide (i) identification (by name, address or other description) of the residence(s), plant(s), ship(s), or commercial building(s), and, if applicable, the city and state where Coltec/GST Product Contact allegedly occurred; (ii) the month and year(s) the Claimant began working at the site in the occupation and industry in which he/she experienced Coltec/GST Product Contact and the month and year when he/she ceased working in such occupation and industry at such site (if the Claimant experienced Coltec/GST Product Contact at multiple sites and/or in multiple occupations and industries, he/she shall provide the information for each period of time); (iii) the Injured Party's occupation, job title, and employer(s) at the time of Coltec/GST Product Contact (or, in the case of Secondary Coltec/GST Product Contact, the occupation, job title, and employer(s) of the occupationally exposed person

at the time of Coltec/GST Product Contact); (iv) identification of a Coltec Product and/or GST Product with which the Injured Party had contact; and (v) the manner in which the Injured Party experienced Coltec/GST Product Contact. If a Claimant does not know the exact month or year the Injured Party began or ceased working at a site in an occupation and industry or the job title or employer for any period of time, he or she shall explain the reason for the lack of knowledge, and the Trustee, based on the facts, may, in his or her sole discretion, waive the requirement that such information be provided.

The Contact Groups for various occupations and industries are contained in Appendix IV to these CRP. The Contact Groups have been defined based on the assumed potential frequency and intensity of contact with Coltec Products and/or GST Products. The Trustee shall have the discretion to take into consideration an Injured Party's activities at a site in addition to such person's official job title in placing the Injured Party in a Contact Group.

6.7(b) Documentation of Coltec/GST Product Contact. All information required by 6.7(a), including particularly the Injured Party's occupation, must be evidenced by (a) interrogatories, declarations, depositions, testimony, or other sworn statements verified or made under penalty of perjury by a person who is competent to testify to the information contained therein, providing sufficient background information to explain how such person acquired the personal direct knowledge of such facts and allowing the Trust to determine the credibility of the person making the sworn statement; or (b) other credible and authentic documents (such as, for example, union membership records, military records and social security records); provided, however, that in the case of deceased Injured Parties, the Trustee shall have the discretion to consider the totality of the evidence provided in determining whether the Claimant has demonstrated to the Trustee's satisfaction that the Injured Party experienced Coltec/GST Product

Contact, which Coltec/GST Product Contact could have credibly contributed to causing his or her asbestos-related condition and waive the documentation requirements set forth in this Section 6.7(b) to the extent the Trustee believes appropriate. The Trust may request copies of other documents necessary for assessing the credibility of the allegation of Coltec/GST Product Contact, including copies of any interrogatory answers submitted by the Claimant or Injured Party in any asbestos litigation relating to the alleged asbestos-related injury.

6.7(c) **Site List Limitations.** Evidence that Coltec Products and/or GST Products were used at a plant, facility, or other worksite where the Injured Party worked is, in and of itself, not sufficient to provide the showing required in this Section 6.7.

6.8 **Additional Documentation and Information for Extraordinary Claim Review.** To be eligible for a payment under these CRP, a Claim submitted for Extraordinary Claim Review must provide the following additional information:

6.8(a) **Requirement to Identify Other Claims.** A Claimant seeking Extraordinary Claim Review must submit the information described in Section 6.8(b) about all Other Claims that relate in any way to the alleged injuries for which the Claimant seeks compensation. Other Claims about which information must be submitted include claims by the Claimant, the Claimant's decedent, and any present or past Holder of the Claim. Other Claims include, but are not limited to, the following: (a) lawsuits filed in any court, arbitration proceedings before any panel or tribunal, and administrative proceedings (such as Workers' Compensation claims) before any governmental or quasi-governmental body; (b) claims that were resolved or settled without the institution of litigation (such as pre-filing settlements reached after notification of the existence of a claim without the need to file a lawsuit); and (c) claims that have been

submitted in bankruptcy proceedings or to Other Asbestos Trusts or claims resolution Entities that resulted from bankruptcy proceedings.

6.8(b) **Information Required About Other Claims.** The Claimant shall submit the following information for each Other Claim: (a) the name of the Entity against whom the Other Claim was made, (b) the date of the Other Claim, and (c) the amounts of all payments received or to be received from the Entity to whom the Other Claim was submitted. The Claimant must also submit copies of any documents submitted to or served upon any such Entity containing information regarding the alleged Injured Party's contact with or exposure to asbestos or asbestos-containing products, including without limitation any claim forms submitted to Other Asbestos Trusts (along with any attachments), ballots submitted by or on behalf of the Claimant in any bankruptcy case, and any discovery response filed or served in tort litigation. The Claimant shall also certify that, to the best of his knowledge, at that time, with the exception of the Other Claims that have been expressly disclosed and identified by the Claimant, no other Entity is known to the Claimant to be potentially responsible for the alleged injuries that are the basis of the Claim.

6.8(c) **Authorization for Release of Information.** Any Claimant seeking Extraordinary Claim Review shall execute a release of information form in favor of the Trust, in the form attached as Appendix V, authorizing all Other Asbestos Trusts against whom an Other Claim has been made or asserted based on the Injured Party's injury to release to the Trust all information submitted to it by the person or Entity who made the Other Claim and to disclose the status of any such claim and the amount and date of any payment on the claim. The release of information form shall authorize the Trust to obtain all submissions made by the Claimant or his or her heirs, executors, successors, or assigns in the future to any Other Asbestos Trust. The Trust may amend the form attached as Appendix V from time to time to add newly established Other

Asbestos Trusts. These authorizations will be used not only to verify information provided in connection with particular Claims but also in connection with the Trust's periodic audits for fraud.

6.8(d) **Attorney or Claimant Certification.** If the Claimant seeking Extraordinary Claim Review (or any Related Claimant) is or has been represented by an attorney in any litigation or in the filing of Other Asbestos Trust claims based on the injury that forms the basis for the Claim, the Claimant's attorney shall provide a certification under penalty of perjury. The certification shall affirm that the attorney has fully investigated the alleged injuries that are the basis of the Claim, including conferring with any other attorneys who represent the Claimant with respect to claims against Other Asbestos Trusts or any other Entity, and that no good-faith basis exists, at the time the certification is executed, to bring a claim against any Entity that is not identified in the Claim Form submitted to the Trust by the Claimant.

6.8(e) **Individual Claimant Certification.** If the Claimant seeking Extraordinary Claim Review (or any Related Claimant) has not been represented by an attorney in any litigation or in the filing of Other Asbestos Trust claims based on the injury that forms the basis for the Claim, the Claimant shall provide a certification under penalty of perjury that he or she has fully investigated the alleged injuries that are the basis of the Claim, and that no good-faith basis exists, at the time the certification is executed, to bring a claim against any Entity that is not identified in the Claim Form submitted to the Trust by the Claimant.

6.9 **Releases.** As a condition to making a payment to any Claimant, the Trust shall obtain from such Claimant a Settlement Release in the form attached hereto as Appendix III. The protection afforded by such release is supplemental to, and does not derogate from or imply any deficiency in, the protection provided by the Discharge Injunction and the Asbestos Channeling

Injunction. The Trustee may modify the provisions of the Settlement Release so long as he or she obtains the consent of the CAC, the FCR and the Reorganized Debtors to the modifications.

Section 7

Reliability of Claim Information

7.1 **Reliable Information.** Although the Trust will not strictly apply rules of evidence and authenticity standards, information provided in support of a Claim, including evidence of Coltec/GST Product Contact, must be, at a minimum, reliable, meaningful and credible so that the Trustee is fully informed regarding the foundations for facts asserted in support of the Claim and is able to determine whether the Injured Party was exposed on a regular basis to asbestos fibers or dust from Coltec Products and/or GST Products to the extent required by the standards set forth in Appendix I for the Injured Party's Contact Group. Medical information submitted in support of a Claim must comply with recognized medical standards (including, but not limited to, standards regarding equipment, testing methods, and procedures).

7.2 **Copies.** The Trust normally will accept copies, including electronic copies, instead of authenticated copies of x-ray reports, laboratory tests, medical examinations, and other medical records and reviews that otherwise comply with recognized medical and legal standards unless circumstances indicate that the copies of the tests, reports, and/or review are not authentic or are otherwise unreliable. Further, the Trust normally will accept copies, including electronic copies, instead of authenticated copies of deposition testimony, union membership records, invoices, affidavits, business records, deck logs, military service records (including leave records) or other credible indirect or secondary evidence in a form otherwise acceptable to the Trust that establishes an Injured Party's occupation, occupational history, business or other losses, or the Injured Party's presence at a particular ship, facility, job site, building or buildings, or location during a time

period in which the Coltec Product and/or GST Product was present, unless circumstances show that the information being submitted is unreliable.

7.3 **Unreliable Information.** The Trustee has sole discretion to exclude and disregard unreliable information. Examples of unreliable information include, but are expressly not limited to, circumstances that raise questions of authenticity of copies or where persons preparing Claims or verifying facts offered in support of a Claim lack direct knowledge of such facts, but fail to reveal and describe what facts and how and from what sources they learned those facts, which they relied upon as the basis for their assertion of such facts. In deciding whether to exclude and disregard unreliable information, the Trustee shall consider, but not be strictly bound by, rules of evidence. Rather, the Trustee shall instead exercise his or her discretion to determine whether the subject information is sufficiently probative. If any Trust has rejected or will not consider any information submitted by a particular law firm or claimant or prepared by a particular doctor or expert, such information may be deemed presumptively unreliable.

Section 8

Claim Forms and Fees

8.1 **Claim Forms.** The Trustee shall prepare suitable and efficient Claim Forms for all Claims consistent with these CRP, and after consulting with both the CAC and the FCR, shall post the materials to the Trust's website and provide such Claim Forms upon a written request to the Trust for such materials. The Claim Forms shall include such instructions as the Trustee shall approve. The Claimant must certify that all information submitted on the Claim Form, including occupation information, is truthful and accurate. All Claim Forms shall be signed by the Claimant or the Claimant's representative (including the Claimant's attorney), under penalty of perjury and must include a contact address (which may be an attorney) at which the Claimant may receive

notices from the Trust, including an email and street address. For any notices the Trust is required to send to Claimants under these CRP or the Plan, the Trust may serve the notice by email. The Trustee may subsequently modify any of the Claim Forms so long as (a) any modifications are consistent with the goals, principles and provisions of these CRP and (b) the Trustee consults with the CAC and the FCR with respect to the modifications.

8.2 **Claim Fees.** To be processed by the Trust, Claimants must submit the following filing fees: (i) \$100 for Category A Claims; (ii) \$75 for Category B Claims; and (iii) \$50 for Category C Claims. The fees shall be refunded in full to a Claimant who receives and accepts payment of a settlement offer from the Trust. At any time following the three-year anniversary of the date the Trust first makes Claim Forms available, the Trustee may amend the filing fees with the consent of both the CAC and the FCR. Notwithstanding anything contained herein, holders of Settled GST Asbestos Claims marked as liquidated on Appendix VI shall not be required to submit a filing fee to the Trust.

Section 9

Deferrals, Withdrawals, Arbitration and Litigation

9.1 **Deferrals and Deficiencies.** At any time within the first year following the date of the filing of a Claim, the Claimant can request that the processing of his or her Claim by the Trust be deferred for a period not to exceed one (1) year without affecting the status of the Claim for statute of limitations purposes. When the Claimant certifies to the Trust that the Claim is ready for review, the Claim shall return to active status and be placed in the FIFO Processing Queue, and the Trust shall review the Claim when it is reached in the FIFO Processing Queue. If the Claimant fails to certify that the Claim is ready for review before the end of the one-year deferral period, such Claim shall be stricken and not be eligible for payment by the Trust.

After reviewing a Claim, the Trust shall either approve the Claim for payment or provide the Claimant with a list of deficiencies in the Claim Form that preclude a settlement offer. The Claimant shall have six (6) months in which to respond to these deficiencies to attempt to obtain a settlement offer. If the Trust does not receive a response within six (6) months, the Trust shall reject the Claim. There is no time limit within which a Claim must be either approved or rejected by the Trust, but a Claimant must respond to each deficiency notice received from the Trust within six (6) months to avoid a claim rejection. If a rejected Claim is re-submitted, the Claimant shall be required to pay a new filing fee. The filing of a Claim with the Trust shall toll the statute of limitations period until a Claim is rejected, at which time the statute of limitations will continue to run where it left off when the Claim was filed with the Trust. This provision will not preclude the assertion of Second Disease Claims.

9.2 **Withdrawals.** If a Claimant withdraws a Claim, such Claim will not be eligible for payment by the Trust.

9.3 **Establishment of ADR Procedures.** The Trustee, after consultation with the CAC and the FCR, shall establish binding and non-binding Alternative Dispute Resolution (“ADR”) procedures for resolving disputes concerning Claims. The ADR Procedures shall, in the first instance, contain the following provisions with respect to the allocation of the costs associated with arbitration: (a) if the Claimant elects non-binding arbitration, the costs associated with the arbitration and the arbitrator’s fees shall be split 50/50 between the Claimant and the Trust; and (b) if the Claimant elects binding arbitration, the Trust shall pay the costs associated with the arbitration and the arbitrator’s fees. The ADR procedures may be modified by the Trustee for good cause after consultation with the CAC and the FCR. A Claimant whose Claim is eligible for arbitration may arbitrate disputes over whether a settlement offer should have been made on a

Claim or not, and, if made, the amount of the settlement offer. In all arbitrations, the arbitrator shall apply the requirements of these CRP.

9.4 Claims Eligible for Arbitration. Only Expedited Review Claims are eligible for arbitration. In order for an Expedited Review Claim to be eligible for arbitration, the Claimant must first complete Expedited Claim Review, which shall be treated as completed for these purposes when the Claim has been reviewed by the Trust and either (i) the Trust has made a settlement offer on the Claim, the Claimant has rejected the settlement offer, and the Claimant has notified the Trust of the rejection in writing, or (ii) the Trust has rejected the Claim and notified the Claimant in writing. The holder of a Settled GST Asbestos Claim or a Pre-Petition Judgment GST Asbestos Claim may seek arbitration to resolve any dispute concerning whether the Claim qualifies for payment hereunder; provided the holder initiates ADR proceedings pursuant to the Trust's ADR procedures within the later of (i) December 1, 2022, or (ii) within six (6) months of the notice of rejection from the Trust as set forth in Section 3.5 of the CRP. The decisions of the Trustee and the Extraordinary Claim Review Panel concerning Extraordinary Claims are final and not subject to review in arbitration or the tort system, as set forth in Appendix II.

9.5 Limitations on and Payment of Arbitration Awards. For an Expedited Claim Review Claim, the arbitrator shall not return an award in excess of the Maximum Settlement Value for the appropriate Contact Group under Expedited Claim Review after taking into account disease, with both the appropriate Contact Group and disease being determined by the arbitrator. A Claimant who submits to arbitration and who accepts the arbitral award shall receive payments in the same manner as one who accepts the Trust's original settlement offer.

9.6 Suits in the Tort System. If the holder of a disputed Claim disagrees with the Trust's determination regarding the Claim, and if the holder has first submitted the Claim to, and

completed, non-binding arbitration as provided above, the holder may file a lawsuit against the Trust in any of the following jurisdictions: (a) the jurisdiction in which the IP resided at the time of diagnosis; (b) any jurisdiction in which the IP experienced Coltec/GST Product Contact; (c) the jurisdiction in which the Claimant resided at the time the Claim was filed with the Trust; and (d) the state of North Carolina or any other state of a Releasee's residency or incorporation. Any such lawsuit must be filed by the Claimant in his or her own right and name and not as a member or representative of a class, and no such lawsuit may be consolidated with any other lawsuit. All defenses (including, with respect to the Trust, all defenses which could have been asserted by a Debtor) shall be available at trial.

9.7 **Payment of Judgments for Money Damages.** If and when a Claimant obtains a judgment in the tort system, the Claim shall be placed in the FIFO Payment Queue based on the date on which the judgment became final. Thereafter, the Claimant shall receive from the Trust an initial payment (subject to the Maximum Annual Payment and the Claims Payment Ratio provisions set forth above) of an amount equal to the greater of (i) the Trust's last offer to the Claimant or (ii) the award that the Claimant declined in non-binding arbitration; provided, however, that in no event shall such payment amount exceed the amount of the judgment obtained in the tort system. Subject to the cap on payment set forth below, the Claimant shall receive the balance of the judgment, if any, in five (5) equal installments in years six (6) through ten (10) following the year of the initial payment (also subject to the Maximum Annual Payment and the Claims Payment Ratio provisions above in effect on the date of the payment of the subject installment). Under no circumstances shall interest be paid under any statute on any judgments obtained in the tort system.

The total amount paid with respect to a Claim shall not exceed the Maximum Settlement Value for the appropriate Contact Group under Expedited Claim Review after taking into account disease, with both the appropriate Contact Group and disease being determined by the court. For example, if the court determines that the Claim is a Contact Group 2 Claim and the Injured Party's disease is mesothelioma, the total amount paid with respect to such Claim shall not exceed \$44,759.

9.8 **Punitive Damages.** Except as provided below for Claims asserted under the Alabama Wrongful Death Statute, punitive or exemplary damages, i.e., damages other than compensatory damages, shall not be paid. The only damages that may be awarded pursuant to these CRP to Alabama Claimants who are deceased and whose personal representatives pursue their claims only under the Alabama Wrongful Death Statute shall be compensatory damages determined pursuant to the statutory and common law of the Commonwealth of Pennsylvania without regard to its choice of law principles.

Section 10

Indirect Claims

10.1 **Indirect Claims.** Indirect Claims shall be subject to the same options, categorization, evaluation, and payment provisions of these CRP as all other Claims, subject to the criteria in this Section.

10.2 **Valid Indirect Coltec/GST Asbestos Claims.** Indirect Claims shall be treated as valid and paid by the Trust if they meet the following requirements.

10.2(a) **Not Disallowed.** Such Claim is in compliance with an applicable Asbestos Claims Bar Date and is not otherwise disallowed by Section 502(e) of the Bankruptcy Code or subordinated under Section 509(c) of the Bankruptcy Code.

10.2(b) **Payment of and Release by Direct Claimant.** The Holder of such Claim (the “**Indirect Claimant**”) establishes to the satisfaction of the Trustee that (i) the Indirect Claimant has paid in full the Holder of a Direct Claim for which the Trust would otherwise have had a liability or obligation under these CRP (the “**Direct Claimant**”), (ii) the Direct Claimant and the Indirect Claimant have forever and fully released the Trust from any liability to the Direct Claimant, and (iii) the Claim is not otherwise barred by a statute of limitation or repose or by other applicable law.

10.2(c) **Establishing Indirect Claim.** To establish a valid Indirect Claim, the Indirect Claimant’s aggregate liability for the Direct Claimant’s Claim must also have been fixed, liquidated, and paid fully by the Indirect Claimant by settlement (with an appropriate full release in favor of the Trust and all other parties referenced above) or a Final Order (as defined in the Plan) provided that such Claim is valid under applicable law. In any case where the Indirect Claimant has satisfied the Claim of a Direct Claimant against the Trust under applicable law by way of a settlement, the Indirect Claimant shall obtain for the benefit of the Trust a release in form and substance satisfactory to the Trust.

10.3 **Otherwise Valid Indirect Claims.** If an Indirect Claimant cannot meet the requirements set forth above, including the requirement that the Indirect Claimant provide the Trust with a full release of the Direct Claimant’s Claim, the Indirect Claimant may request that the Trust review the Indirect Claim to determine whether the Indirect Claimant can establish under applicable law that the Indirect Claimant has paid all or a portion of a Direct Claim. If the Indirect Claimant can satisfactorily show that it has paid all or a portion of such a liability or obligation, the Trust shall process such Indirect Claim on the same basis as the Trust would have processed the underlying Direct Claim in the absence of payment by such Indirect Claimant to the Direct

Claimant; provided, however, that if the Indirect Claim is submitted with respect to an asserted subrogation right, (a) such Indirect Claim shall not be processed until the relevant Direct Claim has been submitted to the Trust and approved and (b) if the Direct Claimant's law firm has entered into an agreement with respect to lien issues, the Trust shall abide by the lien resolution procedures provided for in such agreement. In no event shall the amount paid to the Indirect Claimant be greater than (a) the amount to which the Direct Claimant would have otherwise been entitled, or, if less, (b) the amount paid by such Indirect Claimant on account of such Direct Claim.

10.4 Processing and Payment of Indirect Claims. Indirect Claims that are entitled to payment from the Trust shall be processed and paid in accordance with procedures to be developed and implemented by the Trust consistent with the provisions of this Section 10, which procedures shall, consistent with the threshold requirements of this Section 10, provide the same Expedited Claim and Extraordinary Claim Review and payment procedures and rights to the Holders of such Claims as the Trust would have afforded the Holders of the underlying Direct Claims.

Section 11

Audits

11.1 Audit Program. The Trustee, after consultation with the CAC and the FCR, shall develop methods for auditing the claims process, including, but not limited to, the evaluation, ordering, processing, and payment of Claims. The Trustee shall also develop methods for auditing Claims themselves, including, but not limited to (i) the reliability of medical evidence, including additional reading of x-rays, CT scans, and verification of pulmonary function tests; (ii) the reliability of evidence of Coltec/GST Product Contact, including, but not limited to, the identification of occupation and industry; (iii) the reliability of evidence of sources of asbestos exposure; and (iv) allocation of the costs of audits. In developing audit methods, the Trustee may

consider audit procedures adopted by other Trusts. Once finalized, the Trustee's audit methods shall be implemented by the Trust. In conducting an audit, the Trustee may request any relevant non-privileged information, in his or her discretion, including information concerning Other Claims, from a Claimant or Claimant's attorney. The Trustee may require a Claimant whose Claim is being audited to execute a release of information form in favor of the Trust in the form attached as Appendix V. If the Claimant refuses to provide information concerning Other Claims, the Trustee may, in his or her sole discretion, invoke the remedies in this Section 11.

11.2 Inconsistent Information. In the event that the Trustee reasonably determines that any individual or Entity, including a Claimant or Claimant's attorney, physician, PFT facility, or X-Ray facility, has engaged in a pattern or practice of providing inconsistent or unreliable medical or exposure evidence to the Trust, the Trustee may decline to accept additional evidence from such provider, and may further (i) reorder the priority of payment of all affected Claimants' Claims; (ii) raise the level of scrutiny of additional information submitted from the same source or sources; (iii) refuse to accept additional evidence from the same source or sources; (iv) refuse to accept Claims filed by a particular law firm; and (v) require the source of the inconsistent information to pay the costs associated with the audit and any future audit or audits.

11.3 Fraud. In the event that an audit reveals that fraudulent information has been provided to the Trust, the Trustee shall penalize any Claimant or Claimant's attorney by rejecting the Claim. Further, the Trustee may, in his or her discretion, (i) exercise any of the remedies available in Section 11.2 above, (ii) seek the prosecution of the Claimant or Claimant's attorney for presenting a fraudulent claim in violation of 18 U.S.C. § 152; (iii) seek sanctions from the Bankruptcy Court; and (iv) file complaints for disciplinary action with appropriate State Bar organizations.

Section 12

Miscellaneous

12.1 **Medicare.** Pursuant to the terms of the Trust Agreement, with respect to payments made by the Trust, the Trust shall act as reporting agent for any Entities determined to have a reporting obligation under 42 U.S.C. § 1395y et seq. or any other similar statute or regulation, and any related rules, regulations, or guidance issued in connection therewith or relating thereto, including Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2008 (P. L. 110-173), or any other similar statute or regulation, and any related rules, regulations, or guidance issued in connection therewith or relating thereto. The Settlement Release shall contain provisions designed to protect the Trust from any Medicare reimbursement claims.

12.2 **Insurance Document Requests.** In order to facilitate the collection by the Debtors and Coltec of insurance and to satisfy obligations under the Debtors' and Coltec's insurance funding and settlement agreements, the Trust shall provide to the Debtors, Coltec or any settling insurer identified by the Debtors or Coltec, promptly upon request, access to data and other information reasonably relating to Claims submitted to and accepted and paid by the Trust. To this end, upon a reasonable showing by the requesting party as to the necessity of the information for one of the purposes set forth above, the Trustee shall make available for review, inspection and audit by such parties, at a mutually agreeable time, records, data and other information reasonably relating to payments made by the Trust for Claims. Upon such a showing, such information may include, to the extent available: (a) the Injured Party's name, address, social security number, date of birth and occupation; (b) the period of the Injured Party's exposure to asbestos-containing products manufactured or distributed by the Debtors or Coltec, including work site(s) and identification of the type of asbestos-containing product(s); (c) with respect to Extraordinary Claims, the period(s) of the Injured Party's exposure to the asbestos-containing products

manufactured or distributed by other companies unrelated to the Debtors and Coltec; (d) the Injured Party's asbestos-related disease, including any medical diagnosis; (e) the date of the Injured Party's diagnosis with an asbestos-related disease; (f) if the Injured Party is deceased, the cause of death and name of his or her personal representative; and (g) amounts paid by the Trust to or on behalf of the Injured Party. All data and information provided pursuant to this Section 12.2 shall be protected by an order or stipulation, so ordered by the Bankruptcy Court, protecting the confidentiality of such data and information and restricting the uses thereof to the express purposes stated in this Section 12.2. The Trustee shall consult with the CAC and the FCR prior to providing the requested data and information.

12.3 Confidentiality of Claimant Submissions. All submissions to the Trust by Claimants, including any materials that the Trust receives as a result of the utilization of the release of information form attached hereto in Appendix V, shall be treated as confidential by the Trust. The Trust will take appropriate steps to preserve the confidentiality of such submissions. The Trustee shall disclose the Claimant submissions with the permission of the Claimant, in response to a valid subpoena, or in accordance with Section 12.2 above. The Trust shall provide the Claimant or counsel for the Claimant with a copy of any such subpoena promptly after being served. Nothing in these CRP, the Plan or the Settlement Facility Agreement expands, limits or impairs the obligation under applicable law of a Claimant to respond fully to lawful discovery in any underlying civil action regarding his or her submission of factual information to the Trust for the purpose of obtaining compensation for asbestos-related injuries from the Trust.

12.4 No Attorney Necessary. These CRP establish an administrative procedure for making defined payments to Claimants based on objective criteria. Furthermore, these CRP are designed so that Claimants can file their Claims without the assistance of an attorney. The Trust

shall not require Claimants to retain an attorney in order to file Claims with the Trust. In addition, the Trustee shall administer these CRP so as to encourage and facilitate Claimants filing Claims without the assistance of an attorney.

12.5 Consent and Consultation Procedures. Pursuant to the Plan and Settlement Facility Agreement, these CRP will be administered by the Trustee and, where applicable, as set forth herein and in the Settlement Facility Agreement, in consultation with the CAC and the FCR or upon having obtained their consent. The initial Trustee, members of the CAC, and the FCR are identified in the Settlement Facility Agreement.

12.6 Amendments. The Trustee, after consulting with the CAC and the FCR, may amend these CRP, including the appendices attached hereto; provided, however, that (a) if the consent of both the CAC and the FCR is required for the subject change pursuant to the provisions hereof or of any such appendices, the Trustee must first obtain such consent and (b) the Trustee may not change any provisions in these CRP or the appendices attached hereto that grant the CAC and the FCR consent or consultation rights without first obtaining the consent of both the CAC and the FCR. The Settlement Facility Agreement sets forth further details, not inconsistent with these CRP, concerning amendments, including remedies if consent cannot be obtained. Nothing herein is intended to preclude the CAC or the FCR from proposing to the Trustee amendments to these CRP. Any amendments must continue to ensure holders of Present Claims and Future Claims are treated fairly and equitably and receive settlement payments that are as equal as possible. Notwithstanding anything contained in these CRP or the Settlement Facility Agreement to the contrary, neither these CRP, the Settlement Facility Agreement, the Settlement Facility Bylaws nor any document annexed to the foregoing shall be modified or amended in any way that could jeopardize, impair, or modify (i) the applicability of section 524(g) of the Bankruptcy Code

APPENDIX I: EXPEDITED CLAIM REVIEW

Introduction

This Appendix describes how the Trust will calculate Matrix Amounts under Expedited Claim Review.

Under this process, the Trust will make settlement offers to qualifying Claimants based on the alleged Injured Party's ("IP") personal characteristics, the occupation in which they allege contact with Coltec Products and/or GST Products, and the time duration working in such occupation.

To qualify for a settlement offer under either Expedited Claim Review or Extraordinary Claim Review, the Claimant, other than a malignant mesothelioma Claimant, must demonstrate that the IP had at least six months of Coltec/GST Product Contact, as defined in the CRP, and must meet the medical criteria described herein and otherwise meet all the applicable medical requirements in the CRP, including those relating to the credibility of medical information.

I.A Occupation and Industry Groups

The Trust will determine the IP's Contact Group based on the IP's occupation and industry during which the IP had Coltec/GST Product Contact; provided, however, that for an IP with Secondary Coltec/GST Product Contact, the Trust will determine the IP's Contact Group based on the relevant occupationally exposed person's occupation and industry (as noted in the CRP, malignant mesothelioma is the only disease that the Trust will provide compensation for if all of the IP's exposure is Secondary Coltec/GST Product Contact). The Contact Groups for each occupation and industry are contained in Appendix IV to these CRP. Occupations and/or industries that would not give rise to exposure to Coltec/GST Product Contact are not listed in

Appendix IV. The Contact Groups have been defined based on the assumed potential frequency and intensity of the IP’s contact with asbestos-containing gasket or packing products, as follows:

- Group 1: Occupations in which there is relatively high frequency of gasket or packing removal work.
- Group 2: Occupations in which there is some gasket or packing removal work with significantly less frequency than in Group 1; close bystander contact from gasket or packing removal is likely.
- Group 3: Gasket or packing removal work is not frequent; potential for bystander contact from gasket or packing removal exists, but is not frequent.
- Group 4: Occasional bystander contact with gaskets or packing or extensive insulation exposure; job does not involve gasket or packing removal work, or minimal compared to Group 3; bystander contact from gasket or packing removal work is possible, but unlikely.
- Group 5: Occupation is unlikely to be encountered or contact with gasket or packing removal is very unlikely.

The Trust will offer Claimants in each Contact Group a settlement no higher than the maximum settlement value allowed for the Contact Group for the claimant’s disease (the “**Maximum Settlement Values**”):

Mesothelioma and Asbestos-Related Lung Cancer Claimants	
Contact Group	Maximum Settlement Values
Group 1	\$298,200
Group 2	\$89,500
Groups 3-5	\$37,300

Severe Asbestosis, Asbestos-Related Other Cancer, Disabling Asbestosis, and Non-Disabling Asbestosis Claimants	
Contact Group	Maximum Settlement Values
Group 1	\$298,200
Group 2	\$89,500
Group 3	\$37,300
Group 4	\$18,600
Group 5	\$1,500

The Claimant’s Expedited Claim Review settlement offer will be the Maximum Settlement Value for the Claimant’s Contact Group multiplied by the IP Factors Index described below. The IP Factors Index varies based on the IP’s disease and medical information, demographic characteristics, economic loss (if Claimant elects to report and document any), and the length of

time the IP spent in the activity or activities in which the IP experienced Coltec/GST Product Contact in the relevant Contact Group.

If the IP had Coltec/GST Product Contact in more than one Contact Group, then the Trust will calculate a separate settlement offer based on the IP's time in each Contact Group (taking into account all years in that Contact Group, whether in the same or different occupations and whether or not continuous) by calculating a separate IP Factors Index for each Contact Group and multiplying it by the Maximum Settlement Value for that Contact Group. The Trust will then offer the Claimant the highest settlement offer yielded by this calculation. With respect to Claimants with a diagnosis other than mesothelioma, if the IP had at least six months total exposure to Coltec Product(s) and/or GST Product(s), but fewer than six months exposure in any one Contact Group, the Trust shall assign the Claimant to the highest value Contact Group where the IP had at least three months exposure. If the IP did not have at least three months exposure in any single Contact Group, or had multiple exposure periods in higher value Contact Groups that were less than three months, then the Trust may combine the periods of exposure from different Contact Groups to reach at least three months, however, in such a case, the Claimant will be assigned to the lowest value Contact Group from the combined periods. (For example, if the IP had two months of exposure in Group 1, two months of exposure in Group 2, and 5 months of exposure in Group 3, the Claimant would be assigned to Group 2.)

I.B Alleged Injured Party Factors Index

The Trust will calculate an IP Factors Index according to the rules set forth below.

I.B.1 Medical Information Factor

The Trust will assign a Medical Information Factor based on the following medical criteria (a Claim with respect to an IP who does not meet the medical criteria for any of the listed

diseases shall receive a Medical Information Factor of 0). Any increase in the Medical Information Factors shall require the consent of both the CAC and the FCR. The Medical Information Factor for malignant mesothelioma shall in no instance be less than 1.

Mesothelioma (Medical Information Factor = 1.0)

1. Diagnosis of malignant mesothelioma by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations; provided, however, that if a Claimant can establish a compelling reason for the absence of such a pathology report, the Trust may elect, in its sole discretion, to accept a credible diagnosis based upon (i) a physical examination of the IP by a physician providing the diagnosis, which physical examination included a review by the physician of tests results relating to other possible explanations for the IP's condition, or (ii) other credible evidence, including, but not limited to medical records demonstrating treatment of the IP based on a clinical diagnosis of malignant mesothelioma or a death certificate indicating the cause of death is malignant mesothelioma.

Asbestos-Related Lung Cancer (Medical Information Factor = 0.25)

1. Diagnosis of primary lung cancer by board-certified pathologist, internist, pulmonologist, medical oncologist, surgical oncologist, or occupational medicine physician, which diagnosis affirms that exposure to asbestos fibers or dust was a contributing factor in causing the IP's lung cancer; and

2. Either (a) diagnosis of asbestosis (see 3. below), (b) an elevated asbestos lung tissue fiber burden (see 4. below), or (c) a diagnosis of bilateral pleural plaques, diffuse bilateral pleural thickening, or bilateral pleural calcification (see 5. below).

3. A diagnosis of asbestosis must be by a board-certified pulmonologist, internist, radiologist or occupational medicine physician and must be supported by either pathology or radiology:

a. If by pathology, a board-certified pathologist must diagnose asbestosis pursuant to the histologic criteria outlined in “Asbestos-Associated Diseases,” 106 Archives of Pathology and Laboratory Medicine 11, Appendix 3 (October 8, 1982); and

b. If by radiology, the Claimant must provide either (i) a roentgenographic interpretation report of a NIOSH-certified B-reader verifying that the IP has a quality 1 or 2 chest x-ray that has been read by a certified B-reader according to the ILO system of classification as showing bilateral small irregular opacities (s, t, or u) with a profusion grading of 1/0 or higher finding bilateral interstitial infiltrative profusion of 1/0 or greater (Section 2B of the current NIOSH form), or (ii) a written radiology report of a board-certified physician verifying that the IP has a CT scan showing bilateral interstitial fibrosis together with a report from another physician that affirms that the bilateral interstitial fibrosis was caused by asbestos exposure.

4. An elevated asbestos lung tissue fiber burden must be documented by the report of a board-certified pathologist of a retained asbestos fiber burden determined by a laboratory employing procedures and the method of determining reference range values described in “Asbestos-Associated Diseases,” 106 Archives of Pathology and Laboratory Medicine 11, Appendix 3 (October 8, 1982). The laboratory findings must report either (a) a retained fiber count equivalent to at least one million fibers greater than five microns in length per gram of dry lung tissue (values reported as fibers greater than five microns in length per gram of wet lung tissue may be multiplied by a factor of ten to convert to dry lung tissue measurement) or (b) a retained fiber count within the reference range values of the testing laboratory for bona fide cases of asbestosis.

5. A diagnosis of bilateral pleural plaques, diffuse bilateral pleural thickening, or bilateral pleural calcification must be by a board-certified pulmonologist, internist, radiologist or occupational medicine physician and must be supported by either pathology or radiology:

- a. If by pathology, a board-certified pathologist must diagnose bilateral pleural plaques, diffuse bilateral pleural thickening, or bilateral pleural calcification; and
- b. If by radiology, the Claimant must provide either (i) a roentgenographic interpretation report of a NIOSH-certified B-reader or a board-certified physician verifying that the IP has a quality 1 or 2 chest x-ray showing either bilateral pleural plaques, diffuse bilateral pleural thickening, or bilateral pleural calcification, or (ii) a written radiology report of a board-certified physician verifying that the IP has a CT scan showing either bilateral pleural plaques, diffuse bilateral pleural thickening, or bilateral pleural calcification.

Severe Asbestosis (Medical Information Factor = 0.25)

1. Diagnosis of asbestosis, by board-certified pulmonologist, internist, radiologist, or occupational medicine physician, based on either:

- a. A quality 1 or 2 chest x-ray that has been read by a certified B-reader according to the ILO system of classification as showing: bilateral small irregular opacities (s, t, or u) with a profusion grading of 2/1 or higher; or
- b. Pathological asbestosis graded 1(B) or higher under the criteria published in “Asbestos-Associated Diseases,” 106 Archives of Pathology and Laboratory Medicine 11, Appendix 3 (October 8, 1982).

2. In addition to (1), asbestos-related pulmonary impairment, as demonstrated by pulmonary function testing showing either:

- a. Forced vital capacity below 65 percent of predicted and FEV1/FVC ratio (using actual values) above 65 percent; or
- b. Total lung capacity, by plethysmography or timed gas dilution, below 65 percent of predicted.

Asbestos-Related Other Cancer (Medical Information Factor = 0.10)

1. Diagnosis of colo-rectal, laryngeal, esophageal, pharyngeal, or stomach cancer by board-certified pathologist, internist, pulmonologist, medical oncologist, surgical oncologist, or occupational medicine physician, which diagnosis affirms that exposure to asbestos fibers or dust was a contributing factor to the IP's cancer; and
2. Either (a) a diagnosis of asbestosis (see 3. below) or (b) a diagnosis of bilateral pleural plaques, diffuse bilateral pleural thickening, or bilateral calcification (see 4. below).
3. A diagnosis of asbestosis must be by a board-certified pulmonologist, internist, radiologist, or occupational medicine physician and must be supported by either pathology or radiology:
 - a. If by pathology, a board-certified pathologist must diagnose asbestosis pursuant to the histologic criteria outlined in "Asbestos-Associated Diseases," 106 Archives of Pathology and Laboratory Medicine 11, Appendix 3 (October 8, 1982); and
 - b. If by radiology, the Claimant must provide either (i) a roentgenographic interpretation report of a NIOSH-certified B-reader verifying that the IP has a quality 1 or 2 chest x-ray that has been read by a certified B-reader according to the ILO system of classification as showing bilateral small irregular opacities (s, t, or u) with a profusion grading of 1/0 or higher finding bilateral interstitial infiltrative profusion of 1/0 or greater (Section 2B of the current NIOSH form) or (ii) a written radiology report of a board-certified physician verifying that the IP has a CT scan showing bilateral interstitial fibrosis together with a

report from another physician that affirms that the bilateral interstitial fibrosis was caused by asbestos exposure.

4. A diagnosis of bilateral pleural plaques, diffuse bilateral pleural thickening, or bilateral pleural calcification must be by a board-certified pulmonologist, internist, radiologist or occupational medicine physician and must be supported by either pathology or radiology:

- a. If by pathology, a board-certified pathologist must diagnose bilateral pleural plaques, diffuse bilateral pleural thickening, or bilateral pleural calcification; and
- b. If by radiology, the Claimant must provide either (i) a roentgenographic interpretation report of a NIOSH-certified B-reader or a board-certified physician verifying that the IP has a quality 1 or 2 chest x-ray showing either bilateral pleural plaques, diffuse bilateral pleural thickening, or bilateral pleural calcification, or (ii) a written radiology report of a board-certified physician verifying that the IP has a CT scan showing either bilateral pleural plaques, diffuse bilateral pleural thickening, or bilateral pleural calcification.

Disabling Asbestosis (Medical Information Factor = 0.03)

1. Diagnosis of bilateral diffuse interstitial fibrosis of the lungs, by board-certified pulmonologist, internist, radiologist, or occupational medicine physician, based on either:

- a. A quality 1 or 2 chest x-ray that has been read by a certified B-reader according to the ILO system of classification as showing: bilateral small irregular opacities (s, t, or u) with a profusion grading of 1/0 or higher;
- b. A CT scan that has been read by a board-certified physician showing bilateral interstitial fibrosis; or

- c. Pathological asbestosis graded 1(B) or higher under the criteria published in “Asbestos-Associated Diseases,” 106 Archives of Pathology and Laboratory Medicine 11, Appendix 3 (October 8, 1982).
2. In addition to (1), asbestos-related pulmonary impairment, as demonstrated by pulmonary function testing showing either:
 - a. Forced vital capacity below 80 percent of predicted and FEV1/FVC ratio (using actual values) at or above 65 percent; or
 - b. Total lung capacity, by plethysmography or timed gas dilution, below 80 percent of predicted.

Non-Disabling Asbestosis (Medical Information Factor = 0.02)

1. Diagnosis of bilateral diffuse interstitial fibrosis of the lungs, by board-certified pulmonologist, internist, radiologist, or occupational medicine physician, based on either:
 - a. A quality 1 or 2 chest x-ray that has been read by a certified B-reader according to the ILO system of classification as showing: bilateral small irregular opacities (s, t, or u) with a profusion grading of 1/0 or higher;
 - b. A CT scan that has been read by a board-certified physician showing bilateral interstitial fibrosis; or
 - c. Pathological asbestosis graded 1(B) or higher under the criteria published in “Asbestos-Associated Diseases,” 106 Archives of Pathology and Laboratory Medicine 11, Appendix 3 (October 8, 1982).

I.B.2 Age Factor

Claimants with younger IPs receive higher settlement offers than Claimants with older IPs. The Trust will determine the Age Factor based on the earlier of the IP’s diagnosis date

and death date (the “**IP Age**”). The Trust will assign an Age Factor of 1 for an IP Age of 75. The Trust will decrease the Age Factor by 0.015 for every IP Age year above 75, but will not decrease the Age Factor below 0.7. The Trust will increase the Age Factor by 0.015 for every IP Age year below 75, but will not increase the Age Factor above 1.4.

I.B.3 Life Status Factor

The Life Status Factor for all mesothelioma claimants shall be 1.3. For all other diseases, if the IP is alive at the time the Claim Form is filed with the Trust, the Trust will assign a Life Status Factor of 1.3. If the IP is deceased at the time the Claim Form is filed with the Trust, the Trust will assign a Life Status Factor of 1.

I.B.4 Dependents Factor

If the IP does not have a spouse or other dependents (minor children, adult disabled dependent children, or dependent minor grandchildren) as of the date the Claim Form is filed with the Trust, the Trust will assign a Dependents Factor of 0.8. If the IP has a spouse but no other dependents as of the date the Claim Form is filed with the Trust, the Trust will assign a Dependents Factor of 1. Finally, if the IP has dependents (minor children, adult disabled dependent children, or dependent minor grandchildren) who derive (or who derived at the time of the diagnosis of the disease that is the subject of the Claim) at least one-half of their financial support from the IP, the Trust will assign a Dependents Factor of 1.4.

I.B.5 Economic Loss Factor

Claimants may elect (but are not required) to document economic losses related to the IP’s loss of earnings, pension, social security, home services, medical expenses, and funerary expenses. If the Claimant does not document economic loss or for which the economic loss amount is \$200,000 or less, the Trust will assign an Economic Loss Factor of 1.0. If the documented

economic loss amount is greater than \$200,000, the Trust will adjust the Economic Loss Factor upward by 0.001 for every thousand dollars of economic loss over \$200,000, up to a maximum Economic Loss Factor of 1.4. All claimed economic loss over \$200,000 must be supported by adequate documentation.

I.B.6 Duration of Coltec/GST Product Contact Factor

If the IP spent an aggregate of between six (6) months (other than an IP with malignant mesothelioma for whom there is no minimum period of exposure) and two (2) years performing the activity or activities in which the IP experienced Coltec/GST Product Contact in a Contact Group, the Trust will assign a Duration of Coltec/GST Product Contact Factor of 0.8. If the IP spent an aggregate of between two (2) years and four (4) years performing the activity or activities in which the IP experienced Coltec/GST Product Contact in a Contact Group, the Trust will assign a Duration of Coltec/GST Product Contact Factor of 0.9. If the IP spent an aggregate of between four (4) years and six (6) years performing the activity or activities in which the IP experienced Coltec/GST Product Contact in a Contact Group, the Trust will assign a Duration of Coltec/GST Product Contact Factor of 1.0. If the IP spent an aggregate of between six (6) years and eight (8) years performing the activity or activities in which the IP experienced Coltec/GST Product Contact in a Contact Group, the Trust will assign a Duration of Coltec/GST Product Contact Factor of 1.1. If the IP spent an aggregate of eight (8) years or more performing the activity or activities in which the IP experienced Coltec/GST Product Contact in a Contact Group, the Trust will assign a Duration of Coltec/GST Product Contact Factor of 1.2. The periods of time hereunder need not be continuous (i.e., the months spent by the IP performing the activity or activities in which the IP experienced Coltec/GST Product Contact in a Contact Group will be added together to determine the relevant number of months for the calculation of the Duration of

Coltec/GST Product Contact Factor) and shall be calculated based on the amount of time that the IP spent performing the activity or activities in which the IP experienced Coltec/GST Product Contact in an occupation and industry in the relevant Contact Group. If the Claimant experienced Coltec/GST Product Contact in a Contact Group while confined to a ship at sea for one hundred (100) days, the Trust shall consider the one hundred (100) days of exposure equivalent to one year of Coltec/GST Product Contact in the Contact Group. In measuring the duration of Coltec/GST Product Contact in a Contact Group, the Trust shall consider the starting date to be the date the IP began working at the site where he/she experienced Coltec/GST Product Contact in the subject occupation and industry and the end date to be the date when the IP ceased to work at such site in the subject occupation and industry.

I.B.7 Calculation of IP Factors Index

To calculate the IP Factors Index, the Trust will multiply the Medical Information Factor, Age Factor, Life Status Factor, Dependents Factor, Economic Loss Factor, and Duration of Coltec/GST Product Contact Factor. The Trust shall divide the product of the various factors by 4.28064. The range of the IP Factors Index is 0% to 100%.

I.C Settlement Offer Determination

The Trust will determine the Expedited Claim Review Matrix Amount by multiplying the Maximum Settlement Value for the Claimant's Contact Group and disease by the IP Factors Index. As set forth in Section I.A above, if the IP had Coltec/GST Product Contact in more than one Contact Group, then the Trust will determine a separate settlement offer based on the IP's time in each Contact Group and offer the Claimant the highest settlement offer yielded by this calculation.

For any Claimant paid by the Trust prior to the effective date of the Second Amended and Restated CRP (April 1, 2021) the Trustee may, in his sole discretion, recalculate the IP Factors

Index and Settlement Offer Determination under the terms of the Second Amended and Restated CRP and issue a supplemental payment equal to the difference between the prior payment and the updated Expedited Claim Review Matrix Amount. For any offer returned to the Trust but not yet paid as of the effective date of the Second Amended and Restated CRP (April 1, 2021), the Trustee may, in his sole discretion, recalculate the IP Factors Index and Settlement Offer Determination under the terms of the Second Amended and Restated CRP and issue payment based on the higher Expedited Claim Review Matrix Amount. Any dispute in connection with this paragraph shall be limited to whether there was an abuse of discretion and resolved pursuant to the ADR Procedures and in accordance with Sections 9.3-9.6 of the CRP.

APPENDIX II: EXTRAORDINARY CLAIM REVIEW

This Appendix describes how the Trust will calculate Matrix Amounts for Claimants electing Extraordinary Claim Review. In order to be eligible to elect Extraordinary Claim Review, the Claim must be an Extraordinary Claim as defined in Section 1.1(p) of the CRP, specifically a malignant Claim that meets the exposure and medical criteria set forth in Appendix I and that is with respect to an Injured Party (“IP”) who credibly documents (a) a history of extraordinary Coltec/GST Product Contact with little or no exposure to asbestos from other Entities’ products and (b) there has not been and there is little likelihood of a substantial recovery elsewhere. Claimants diagnosed with non-malignant diseases do not qualify for Extraordinary Claim Review. Any dispute as to whether a Claim is or is not an Extraordinary Claim shall be submitted to a special Extraordinary Claims Panel to be established by the Trustee with the consent of the CAC and the FCR. All decisions of the Extraordinary Claims Panel as to whether a Claim is or is not an Extraordinary Claim shall be final and not reviewable in either arbitration or court.

Under Extraordinary Claim Review, qualifying Claimants will receive a settlement offer based on the same IP factors as under Expedited Claim Review, but the Trust will also consider the IP’s complete job and exposure history, and information regarding the Claimant’s Other Claims.

In Extraordinary Claim Review, the maximum allowed settlement offer (the “**Maximum Extraordinary Settlement**”) is an amount equal to five (5) times the Expedited Claim Review Matrix Amount that the subject Claim would have received under the Expedited Claim Review. The Trust shall first calculate the Expedited Claim Review Matrix Amount for the Extraordinary Claim in the manner set forth in Appendix I and multiply such amount by five (5) to determine the Maximum Extraordinary Settlement. The Trust will then use information provided by the

Claimant pursuant to Section 6.8 of the CRP to determine the percentage of the Maximum Extraordinary Settlement that the Trust will offer the Claimant, with the amount to be offered being determined by the Trustee, in his or her complete discretion, after consideration of the merits of the Extraordinary Claim. In making such determination, the Trustee shall consider, among other things, the number of companies that contributed to the IP's exposure to asbestos-containing products. Based on information provided by the Claimant in compliance with the CRP, the Trust will calculate the total number of such parties as (a) the number of companies whose products are identified as a source of the IP's asbestos exposure in tort discovery (including in interrogatory answers and depositions); (b) if not already included in (a), the number of trusts where the Claimant has filed or expresses an intention to file a claim; and (c) if not already included in (a) or (b), the asbestos defendants in whose bankruptcy proceedings the Claimant cast a ballot, unless the Claimant verifies that he or she will not file a claim against such defendant's trust. The Trustee's determination of the amount to be offered to the holder of an Extraordinary Claim shall be final and not reviewable in either arbitration or court.

APPENDIX III: FORM OF SETTLEMENT RELEASE

GARLOCK SETTLEMENT FACILITY RELEASE AND INDEMNITY AGREEMENT

NOTICE: THIS IS A BINDING DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS. PLEASE CONSULT YOUR ATTORNEY IN CONNECTION WITH EXECUTING THIS DOCUMENT. IF YOU DO NOT PRESENTLY HAVE AN ATTORNEY, YOU MAY WISH TO CONSIDER CONSULTING ONE.

WHEREAS, the undersigned, who is either the “Injured Party,” or the/an “Official Representative”² (either being referred to herein as the “**Claimant**”), has filed a claim (the “**Claim**”) with the Garlock Settlement Facility (the “**Trust**”) pursuant to the Settlement Facility Claims Resolution Procedures (the “**CRP**”) established in *In re Garlock Sealing Technologies, LLC*, Case No. 10-BK-31607 (Bankr. W.D.N.C.) and *In re OldCo, LLC*, Case No. 16-BK-_____ (Bankr. W.D.N.C) and such Claimant asserts a GST Asbestos Claim and/or a Coltec Asbestos Claim (collectively, “**Asbestos Claim**”) (all capitalized terms not defined herein shall have the respective meanings ascribed to them either in the CRP or in the Joint Plan of Reorganization of Garlock Sealing Technologies LLC, et al. and OldCo, LLC, Proposed Successor by Merger to Coltec Industries Inc. (the “**Plan**”) confirmed by the United States Bankruptcy Court for the Western District of North Carolina and the United States District Court for the Western District of North Carolina on [DATE], Case Nos. 10-BK-31607 and 16-BK-_____ (lead cases)), and

WHEREAS, the Claimant has agreed to settle and compromise the Injured Party’s Claim, for and in consideration of the allowance of the Claim by the Trust and its payment pursuant to the CRP in accordance with the terms set forth therein and herein;

NOW, THEREFORE, the Claimant hereby agrees as follows:

1. On behalf of the Injured Party, the Injured Party’s estate, the Injured Party’s heirs and/or anyone else claiming rights through the Injured Party, now and in the future, the Claimant hereby fully and finally RELEASES, ACQUITS and FOREVER DISCHARGES (a) the Trust, the Debtors, the Reorganized Debtors, the CAC, the FCR and their respective settlors, trustees, directors, officers, agents, consultants, financial advisors, servants, employees, attorneys, heirs and executors and (b) the other Asbestos Protected Parties (collectively the “**Releasees**”), except as expressly provided in paragraphs 2 and 5 herein.

2. Notwithstanding the paragraph immediately above or anything to the contrary contained herein, if the Claim involves a non-malignant asbestos-related disease, the Injured Party may file a new Asbestos Claim against the Trust for a malignant disease that is diagnosed after the date of the Claimant's original submission of a proof of claim form to the Trust with respect to the Claim.

3. The Claimant expressly covenants and agrees forever to refrain from bringing any suit or proceeding at law or in equity, against the Releasees with respect to any Claim released herein.

² The “Official Representative” is the/a person who under applicable state law or legal documentation has the authority to represent the Injured Party, the Injured Party’s estate or the Injured Party’s heirs.

4. Except as expressly provided herein, the Claimant intends this Release and Indemnity Agreement to be as broad and comprehensive as possible so that the Releasees shall never be liable, directly or indirectly, to the Injured Party or the Injured Party's heirs, legal representatives, successors or assigns, or any other entity claiming by, through, under or on behalf of the Injured Party, for or on account of any Asbestos Claim, whether the same is now known or unknown or may now be latent or may in the future appear to develop, including all spousal or dependants' claims for the Injured Party's injuries. If the Claimant is an Official Representative, the Claimant represents and warrants that the Claimant has all requisite legal authority to act for, bind, release claims of and accept payment on behalf of the Injured Party and all heirs of the Injured Party on account of any Asbestos Claim against the Releasees and hereby agrees to indemnify and hold harmless, to the extent of payment hereunder, excluding attorney's fees and costs, the Releasees from any loss, cost, damage or expense arising out of or in connection with the rightful claim of any other entity to payments with respect to the Injured Party's Asbestos Claim.

5. This Release and Indemnity Agreement is not intended to bar any cause of action, right, lien or claim which the Claimant may have against any alleged tortfeasor or other person or entity not included in the definition of Releasees. The Claimant hereby expressly reserves all his or her rights against such persons or entities. This Release and Indemnity Agreement is not intended to release or discharge any Asbestos Claim or potential Asbestos Claim that the Injured Party's heirs (if any), spouse (if any), the Official Representative (if any) or the Official Representative's heirs (if any) (other than the Injured Party) may have as a result of their own exposure to asbestos or asbestos-containing products.

6. The Claimant represents and warrants that all valid liens and reimbursement claims relating to benefits paid to or on account of the Injured Party in connection with, or relating to, the Asbestos Claim, have been resolved or will be resolved from the proceeds of the settlement payment to the Claimant under this Release or otherwise. It is further agreed and understood that no Releasee shall have any liability to the Claimant or any other person or entity in connection with such liens or reimbursement claims and that the Claimant will hold the Releasees harmless from any and all such alleged liability to the extent of payment hereunder, excluding attorney's fees and costs. In addition, the Claimant will hold the Releasees harmless, to the extent of payment hereunder, excluding attorney's fees and costs, from any and all liability arising from subrogation, indemnity or contribution claims related to the Asbestos Claim released herein.

7. It is further agreed and understood that if the Claimant has filed a civil action against the Trust, the Claimant shall dismiss such civil action and obtain the entry of an Order of Dismissal with Prejudice with respect to any Asbestos Claim released herein no later than 30 days after the date hereof.

8. The Claimant understands that the Asbestos Claim released herein has been allowed by the Trust, and a liquidated value of \$xxxxxx has been established for such Claim.

9. In the event of a verdict against others, any judgment entered on the verdict that

takes into account the status of the Trust as a joint tortfeasor legally responsible for the Injured Party's injuries shall be reduced by no more than the total and actual amount paid as consideration for this Release or such lesser amount as allowed by law.

10. The Claimant understands, represents and warrants this Release and Indemnity Agreement to be a compromise of a disputed claim and not an admission of liability by, or on the part of, the Releasees. Neither this Release and Indemnity Agreement, the compromise and settlement evidenced hereby, nor any evidence relating thereto, will ever be admissible as evidence against the Trust in any suit, claim or proceeding of any nature except to enforce this Release and Indemnity Agreement. However, this Release and Indemnity Agreement is and may be asserted by the Releasees as an absolute and final bar to any claim or proceeding now pending or hereafter brought by or on behalf of the Injured Party with respect to the Asbestos Claim released herein, except as expressly provided herein.

11. The Claimant (1) represents that no judgment debtor has satisfied, in full or in part, the Trust's liability with respect to the Injured Party's Asbestos Claim as the result of a judgment entered in the tort system and (2) upon information and belief, represents that the Claimant has not entered into a release (other than this Release and Indemnity Agreement) that discharges or releases the Trust's liability to the Claimant with respect to the Injured Party's Asbestos Claim.

12. The Claimant represents that he or she understands that this Release and Indemnity Agreement constitutes a final and complete release of the Releasees with respect to the Injured Party's Asbestos Claim, except as expressly provided in paragraphs 2 and 5 herein. The Claimant has relied solely upon his or her own knowledge and information, and the advice of his or her attorneys (if any), as to the nature, extent and duration of the Injured Party's injuries, damages, and legal rights, as well as the alleged liability of the Trust and the legal consequences of this Release and Indemnity Agreement, and not on any statement or representation made by or on behalf of the Trust.

13. This Release and Indemnity Agreement contains the entire agreement between the Claimant and the Releasees and supersedes all prior or contemporaneous, oral or written agreements or understandings relating to the subject matter hereof, including, without limitation, any prior agreements or understandings with respect to the liquidation of the Claim.

14. This Release and Indemnity Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof and shall be binding on the Injured Party and his or her heirs, legal representatives, successors and assigns.

15. To the extent applicable, the Claimant hereby waives all rights under Section 1542 of the California Civil Code, and any similar laws of any other state. California Civil Code Section 1542 states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if

known by him or her must have materially affected his or her settlement with the debtor.

The Claimant understands and acknowledges that because of the Claimant's waiver of Section 1542 of the California Civil Code, even if the Injured Party should eventually suffer additional damages, the Injured Party will not be able to make any claim against the Releasees for those damages, except as expressly provided in paragraphs 2 and 5 herein. The Claimant acknowledges that he or she intends these consequences.

16. If the Claimant's counsel directed the [NAME OF CLAIMS PROCESSING FACILITY] (the "**Claims Processor**") to transmit to the Trust any information from the Claims Processor for purposes of settling the Claim, the Claimant acknowledges that the Claimant consented to the disclosure, transfer and/or exchange of information related to the Claim (including medical information) between the Trust and the Claims Processor in connection with the [NAME OF CLAIMS PROCESSING FACILITY]'s processing of the Claim.

17. The Claimant authorizes payment pursuant to Paragraph 8 to the Claimant or the Claimant's counsel, as trustee for the Claimant.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Medicare Secondary Payer Certification

The Claimant hereby represents and certifies to the Trust that, in respect of the Claim, the Claimant has paid or will provide for the payment and/or resolution of any obligations owing or potentially owing under 42 U.S.C. § 1395y(b), or any related rules, regulations, or guidance, in connection with or relating to the Asbestos Claim.

Certification

I state that I have carefully read the foregoing Release and Indemnity Agreement and know the contents thereof, and I sign the same as my own free act. I additionally certify, under penalty of perjury, that the information that has been provided to support the Claim is true according to my knowledge, information and belief and further that I have the authority as the Claimant to sign this Release and Indemnity Agreement.

I am: _____ the Injured Party
_____ the Official Representative of the Injured Party, the Injured Party's Estate or the Injured Party's Heirs

EXECUTED this _____ day of _____, 20

Signature of the Claimant

Name of the Claimant:

CLAIMANT SSN: ***-**-

Name of the Injured Party if different from the Claimant:

INJURED PARTY SSN: ***-**-

[If Claimant is not executing this Release and Indemnity Agreement electronically using the electronic signature process, the Claimant's signature must be authenticated by the signatures of two persons unrelated to the Claimant who witnessed the signing of this Release and Indemnity Agreement or by a notary public.]

SWORN to and subscribed before me this ____ day of _____, 20__

Notary Public
My Commission Expires: _____

[OR]

Signatures of two persons unrelated to the Claimant by blood or marriage who witnessed the signing of this Release and Indemnity Agreement

Witness Signature

Witness Signature

**APPENDIX IV: OCCUPATION CLASSIFICATION
INTO CONTACT GROUPS**

Contact Groups

Code	Occupation	Original PIQ Code	Contact Group
G-1	GASKET CUTTER (SECONDARY MANUFACTURING ONLY)	NA	1
G-2	INDUSTRIAL PLUMBER	O-43	1
G-3	MARITIME MACHINERY REPAIRMAN	N-13	1
G-4	MARITIME MACHINIST'S MATE	N-12	1
G-5A	MILLWRIGHT (CHEMICAL, MARITIME, MILITARY, PETROCHEMICAL, SHIPYARD CONSTRUCTION/REPAIR, TEXTILE, AND UTILITIES INDUSTRIES)	O-37	1
G-6	PIPEFITTER	O-41	1
G-7	STEAMFITTER	O-55	1
N-1	U.S. NAVY MACHINERY REPAIRMAN	N-13	1
N-2	U.S. NAVY MACHINIST'S MATE	N-12	1
N-3	U.S. NAVY PIPEFITTER	N-16	1
G-8	BOILER TECHNICIAN / REPAIRMAN / BOILERMAKER	O-09; O-10; O-11	2
G-9A	FIREMAN (CHEMICAL, MARITIME, MILITARY, PETROCHEMICAL, SHIPYARD CONSTRUCTION/REPAIR, UTILITIES INDUSTRIES)	O-25	2
G-10A	MACHINIST (MARITIME, MILITARY, SHIPYARD CONSTRUCTION/REPAIR, UTILITIES INDUSTRIES)	O-36	2
G-11	MARITIME ENGINEMAN, OILER, WIPER	N-5	2
G-5B	MILLWRIGHT (OTHER INDUSTRIES)	O-37	2
G-12	REFINERY WORKER (CHEMICAL, LONGSHORE, AND PETROCHEMICAL INDUSTRIES)	O-47	2
G-13	SHIPFITTER / SHIPWRIGHT / SHIP BUILDER (CONSTRUCTION TRADES, MARITIME, MILITARY, AND SHIPYARD CONSTRUCTION/REPAIR INDUSTRIES)	O-53	2

Code	Occupation	Original PIQ Code	Contact Group
N-4	U.S. NAVY BOILER TECHNICIAN, BOILER MAKER	N-1; N-2	2
N-5	U.S. NAVY ENGINEMAN, OILER, WIPER	N-5	2
N-6	U.S. NAVY FIREMAN	N-6	2
G-14	AIR CONDITIONING AND HEATING INSTALLER / MAINTENANCE	O-02	3
G-15	ASSEMBLY LINE / FACTORY / PLANT WORKER	O-07	3
G-16	BUILDING MAINTENANCE / SUPERINTENDENT (INDUSTRIAL)	O-12	3
G-17	BURNER OPERATOR	O-15	3
G-18	CONSTRUCTION (COMMERCIAL OR INDUSTRIAL)	O-19	3
G-19	CUSTODIAN / JANITOR (INDUSTRIAL ENVIRONMENT)	O-21	3
G-20	ELECTRICIAN	O-22	3
G-21A	ENGINEER (CHEMICAL, CONSTRUCTION TRADES, IRON/STEEL, MILITARY, PETROCHEMICAL, SHIPYARD CONSTRUCTION/REPAIR, UTILITIES INDUSTRIES)	O-23	3
G-9B	FIREMAN (OTHER INDUSTRIES)	O-25	3
G-22A	FURNACE WORKER / REPAIRMAN / INSTALLER (CHEMICAL, CONSTRUCTION TRADES, IRON/STEEL, MARITIME, MILITARY, PETROCHEMICAL, SHIPYARD CONSTRUCTION/REPAIR, UTILITIES INDUSTRIES)	O-28	3
G-23	LABORER	O-34	3
G-10B	MACHINIST (OTHER INDUSTRIES)	O-36	3
G-24	NAVY / MARITIME (OTHER SHIPBOARD)	NA	3
G-25	POWER PLANT OPERATOR	O-44	3
G-26	RAILROAD WORKER (RAILROAD INDUSTRY)	O-46	3
G-27	RUBBER / TIRE WORKER (TIRE/RUBBER INDUSTRY)	O-50	3

Code	Occupation	Original PIQ Code	Contact Group
G-28	SEAMAN	O-49	3
G-29A	SHEET METAL WORKER / SHEET METAL MECHANIC (CHEMICAL, CONSTRUCTION TRADES, IRON/STEEL, MARITIME, MILITARY, SHIPYARD CONSTRUCTION/REPAIR, UTILITIES INDUSTRIES)	O-52	3
G-30	SHIPYARD WORKER (MAINLAND REPAIR, MAINTENANCE)	O-54	3
G-31	STEELWORKER (CONSTRUCTION TRADES AND IRON/STEEL INDUSTRIES)	O-56	3
N-7	U.S. NAVY DAMAGE CONTROLMAN	N-3	3
N-8	U.S. NAVY ELECTRICIAN'S MATE	N-4	3
N-9	U.S. NAVY GAS TURBINE SYSTEM TECHNICIAN	N-7	3
N-10	U.S. NAVY INSTRUMENTMAN	N-10	3
G-32	WELDER	O-58	3
G-33	ASBESTOS SPRAYER / SPRAY GUN MECHANIC	O-06	4
G-34	BRICK MASON / LAYER / HOD CARRIER	O-14	4
G-35	CARPENTER	O-16	4
G-36	CLERICAL / OFFICE WORKER	O-18	4
G-37A	CUSTODIAN / JANITOR IN OFFICE / RESIDENTIAL BUILDING (CONSTRUCTION TRADES)	O-20	4
G-21B	ENGINEER (OTHER INDUSTRIES)	O-23	4
G-38	FIREFIGHTER	O-24	4
G-39	FOUNDRY WORKER	O-27	4
G-22B	FURNACE WORKER / REPAIRMAN / INSTALLER (OTHER INDUSTRIES)	O-28	4
G-40	GLASS WORKER	O-29	4
G-41	HEAVY EQUIPMENT OPERATOR (INDUSTRIAL ENVIRONMENT)	O-30	4
G-42	INSULATOR	O-31	4
G-43	IRON WORKER	O-32	4
G-44	JOINER (CONSTRUCTION TRADES, MARITIME, MILITARY,	O-33	4

Code	Occupation	Original PIQ Code	Contact Group
	AND SHIPYARD CONSTRUCTION/REPAIR INDUSTRIES)		
G-45	LONGSHOREMAN, RIGGER, STEVEDORE (LONGSHORE, MARITIME, PETROCHEMICAL, AND SHIPYARD CONSTRUCTION/REPAIR INDUSTRIES)	O-35, O-49	4
G-46	MIXER / BAGGER	O-38	4
G-47	PAINTER (COMMERCIAL/INDUSTRIAL ENVIRONMENT)	O-40	4
G-48	PLASTERER	O-42	4
G-49	SANDBLASTER	O-51	4
G-29B	SHEET METAL WORKER / SHEET METAL MECHANIC (OTHER INDUSTRIES)	O-52	4
G-50	WAREHOUSE WORKER (INDUSTRIAL ENVIRONMENT)	O-57	4
G-51	ASBESTOS MINER	O-03	5
G-52	ASBESTOS PLANT / ASBESTOS MANUFACTURING WORKER	O-04	5
G-53	ASBESTOS REMOVAL / ABATEMENT	O-05	5
G-54	AUTO MECHANIC / BRAKE REPAIRMAN, INSTALLER	O-08	5
G-55	BRAKE MANUFACTURER / INSTALLER	O-13	5
G-56	CHIPPER / GRINDER	O-17	5
G-37B	CUSTODIAN / JANITOR IN OFFICE / RESIDENTIAL BUILDING (OTHER INDUSTRIES)	O-20	5
G-57	FLOORING INSTALLER / TILE INSTALLER / TILE MECHANIC	O-26	5
G-58	NON-ASBESTOS MINER	O-39	5
G-59	NON-OCCUPATIONAL / RESIDENTIAL / DO-IT-YOURSELF (DIY) ³	O-01	5
G-60	PROFESSIONAL (INDUSTRIAL ENVIRONMENT)	O-45	5

³ Unless otherwise indicated, any occupation in a residential/do-it-yourself or non-industrial environment will be classified in this group.

Code	Occupation	Original PIQ Code	Contact Group
G-61	OTHER	NA	5

**APPENDIX V: AUTHORIZATION FOR TRUST TO OBTAIN OTHER ASBESTOS
TRUST RECORDS**

**AUTHORIZATION FOR RELEASE OF RECORDS OF OTHER ASBESTOS TRUSTS
AND CLAIMS RESOLUTION FACILITIES**

TO WHOM IT MAY CONCERN:

The Claimant named below hereby authorizes each Other Asbestos Trust and Claim Resolution Facility listed in the attachment hereto to provide directly to the GST Settlement Facility (“Trust”), or any of its representatives, all submissions made by Claimant and (if different from the Claimant) the party whose injury forms the basis of the claim (the “Injured Party”), including claim forms, any attachments to claim forms, and any amended or supplemental claim forms. Claimant expressly acknowledges that the Other Asbestos Trust or Claim Resolution Facility may provide such documents directly to the Trust and need not obtain any further authorization from the Claimant or his/her representatives.

A copy of this Authorization shall be as valid as the original. This Authorization contains no expiration date and may be exercised by the Trust at any time. If Claimant’s representative has signed this Authorization, a notarized power of attorney is attached.

Name of Claimant: _____
Social Security No.: _____
Date of Birth: _____

Name of Injured Party (if different from Claimant): _____
Social Security No.: _____
Date of Birth: _____

Name of representative for Claimant or Injured Party: _____

Signing party: _____

Signature: _____

Date: _____

Notarized:

Attachment: List of Other Asbestos Trusts and Claim Resolution Facilities

List of Other Asbestos Trusts and Claim Resolution Facilities

A&I Corp. Asbestos Bodily Injury Trust	Forty-Eight Insulations Qualified Settlement Trust	Raytech Corp. Asbestos Personal Injury Settlement Trust
A-Best Asbestos Settlement Trust	Fuller-Austin Asbestos Settlement Trust	Rock Wool Mfg Company Asbestos Trust
AC&S Asbestos Settlement Trust	G-I Asbestos Settlement Trust	Rutland Fire Clay Company Asbestos Trust
Amatex Asbestos Disease Trust Fund	H.K. Porter Asbestos Trust	Shook & Fletcher Asbestos Settlement Trust
APG Asbestos Trust	Hercules Chemical Company, Inc. Asbestos Trust	Skinner Engine Co. Asbestos Trust
API, Inc. Asbestos Settlement Trust	J.T. Thorpe Settlement Trust	Stone and Webster Asbestos Trust
Armstrong World Industries Asbestos Personal Injury Settlement Trust	JT Thorpe Company Successor Trust	Swan Asbestos and Silica Settlement Trust
ARTRA 524(g) Asbestos Trust	Kaiser Asbestos Personal Injury Trust	T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust
ASARCO LLC Asbestos Personal Injury Settlement Trust	Keene Creditors Trust	Thorpe Insulation Company Asbestos Personal Injury Settlement Trust
Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust	Lummus 524(g) Asbestos PI Trust	United States Gypsum Asbestos Personal Injury Settlement Trust
Bartells Asbestos Settlement Trust	Lykes Tort Claims Trust	United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust
Brauer 524(g) Asbestos Trust	M.H. Detrick Company Asbestos Trust	United States Mineral Products Company Asbestos Personal Injury Settlement Trust
Burns and Roe Asbestos Personal Injury Settlement	Manville Personal Injury	UNR Asbestos-Disease

Trust	Settlement Trust	Claims Trust
C.E. Thurston & Sons Asbestos Trust	Muralo Trust	Utex Industries, Inc. Successor Trust
Celotex Asbestos Settlement Trust	NGC Bodily Injury Trust	Wallace & Gale Company Asbestos Settlement Trust
Combustion Engineering 524(g) Asbestos PI Trust	Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)	Western MacArthur-Western Asbestos Trust
Congoleum Plan Trust	Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)	W.R. Grace Trust
DII Industries, LLC Asbestos PI Trust	PLI Disbursement Trust	Pittsburgh Corning Trust
Eagle-Picher Industries Personal Injury Settlement Trust	Plibrico Asbestos Trust	
Federal Mogul U.S. Asbestos Personal Injury Trust	Porter Hayden Bodily Injury Trust	

APPENDIX VI: SETTLED GST ASBESTOS CLAIMS

[TO BE PROVIDED]

APPENDIX VII: PRE-PETITION JUDGMENT GST ASBESTOS CLAIMS

<u>Claimant Name</u>	<u>Jurisdiction</u>	<u>Claim Amount Asserted</u>	<u>Judgment Date</u>
Torres, Dora	Cameron County, TX	\$675,000 (plus interest)	March 22, 2010
Morales, Angelica Torres*	Cameron County, TX	\$675,000 (plus interest)	March 22, 2010

* Debtors believe claimant is asserting claim as the personal representative of the estate of Oscar Torres.

**APPENDIX VIII: (A) ORDER APPROVING DISCLOSURE STATEMENT AND
ESTABLISHING ASBESTOS CLAIMS BAR DATE AND PROCEDURES FOR
SOLICITATION, DATED APR. 10, 2015 (GST DOCKET NO. 4542)**

[TO BE PROVIDED]

**APPENDIX IX: ORDER (I) FIXING BAR DATE FOR CERTAIN ASBESTOS CLAIMS,
(II) APPROVING PROOF OF CLAIM FORM AND PROPOSED PROCEDURES FOR
FILING CERTAIN COLTEC ASBESTOS CLAIMS, AND (III) APPROVING FORM
AND MANNER OF NOTICE THEREOF, DATED FEB. 3, 2017 (OLDCO, LLC DOCKET
NO. 53)**

[TO BE PROVIDED]

EXHIBIT F

KAISER ALUMINUM & CHEMICAL CORPORATION

**THIRD AMENDED
ASBESTOS TRUST DISTRIBUTION PROCEDURES**

KAISER ALUMINUM & CHEMICAL CORPORATION

**THIRD AMENDED
ASBESTOS DISTRIBUTION PROCEDURES**

TABLE OF CONTENTS

	<u>Page</u>
SECTION I — Introduction	1
1.1 Purpose	1
1.2 Interpretation	2
1.3 Effective Date	2
SECTION II — Overview	2
2.1 Asbestos PI Trust Goals	2
2.2 Coordination with Other Claims	3
(a) Dual Claimants.....	3
(b) Releases	4
(c) Disclosure	4
2.3 Claims Liquidation Procedures	5
2.4 Application of the Payment Percentage	7
2.5 Asbestos PI Trust’s Determination of the Maximum Annual Payment and Maximum Available Payment	8
2.6 Claims Payment Ratio	9
2.7 Indirect Asbestos PI Trust Claims	12
SECTION III — Asbestos TDP Administration	12
3.1 Asbestos PI Trust Advisory Committee and Future Asbestos Claimants’ Representative	12
3.2 Consent and Consultation Procedures	13
SECTION IV — Payment Percentage; Periodic Estimates	14
4.1 Uncertainty of Kaiser’s Personal Injury Asbestos Liabilities	14
4.2 Computation of Payment Percentage	14
4.3 Applicability of the Payment Percentage	15

SECTION V — Resolution of Asbestos PI Trust Claims	17
5.1 Ordering, Processing and Payment of Claims	17
(a) Ordering of Claims	17
(1) Establishment of the FIFO Processing Queue	17
(2) Effect of Statutes of Limitations and Repose	18
(b) Processing of Claims.....	19
(c) Payment of Claims.....	20
5.2 Resolution of Pre-Petition Liquidated Asbestos PI Trust Claims	21
(a) Processing and Payment	21
(b) Marshalling of Security	23
5.3 Resolution of Unliquidated Asbestos PI Trust Claims	23
(a) Expedited Review Process	24
(1) In General	24
(2) Claims Processing under Expedited Review	25
(3) Disease Levels, Scheduled Values and Medical/Exposure Criteria	26
(b) Individual Review Process	30
(1) In General	30
(A) Review of Medical/Exposure Criteria	32
(B) Review of Liquidated Value	32
(2) Valuation Factors to be Considered in Individual Review	33
(3) Scheduled, Average and Maximum Values	35
(4) Claims Processing Under Individual Review	36
5.4 Categorizing Claims as Extraordinary and/or Exigent Hardship.....	37
(a) Extraordinary Claims	37
(b) Exigent Claims	38
(1) Exigent Health Claims	38
(2) Exigent Hardship Claims	38
5.5 Secondary Exposure Claims	39
5.6 Indirect Asbestos PI Trust Claims	39
5.7 Evidentiary Requirements	42
(a) Medical Evidence	42
(1) In General	42
(A) Disease Levels I – IV	42
(B) Disease Levels V – VIII.....	44
(C) Exception to the Exception for Certain Pre-Petition Claims	44
(2) Credibility of Medical Evidence	44
(b) Exposure Evidence.....	45
(1) In General	45
(2) Significant Occupational Exposure	46
(3) Kaiser Exposure	46
5.8 Claims Audit Program	47

5.9	Second Disease (Malignancy) Claims	48
5.10	Arbitration	49
	(a) Establishment of ADR Procedures	49
	(b) Claims Eligible for Arbitration	50
	(c) Claims Arbitration	50
	(d) Limitations on and Payment of Arbitration Awards.....	50
5.11	Litigation	51
SECTION VI — Claims Materials		51
6.1	Claims Materials	51
6.2	Content of Claims Materials	52
6.3	Withdrawal or Deferral of Claims	52
6.4	Filing Requirements and Fees	53
6.5	Confidentiality of Claimants’ Submissions	53
SECTION VII — General Guidelines for Liquidating and Paying Claims		54
7.1	Showing Required	54
7.2	Costs Considered	54
7.3	Discretion to Vary the Order and Amounts of Payments in Event of Limited Liquidity	55
7.4	Punitive Damages	56
7.5	Sequencing Adjustments	57
	(a) In General.....	57
	(b) Unliquidated Asbestos PI Trust Claims	58
	(c) Liquidated Pre-Petition Asbestos PI Trust Claims	58
7.6	Suits in the Tort System.....	59
7.7	Payment of Judgments for Money Damages	59
7.8	Releases	60
7.9	Third-Party Services	60
7.10	Asbestos PI Trust Disclosure of Information.....	61
SECTION VIII — Miscellaneous		61
8.1	Amendments	61
8.2	Severability	62
8.3	Governing Law	62

KAISER ALUMINUM & CHEMICAL CORPORATION

THIRD AMENDED ASBESTOS TRUST DISTRIBUTION PROCEDURES

The Third Amended Asbestos Trust Distribution Procedures (hereinafter referred to as the “Asbestos TDP” for purposes of this document) contained herein provide for resolving all Asbestos Personal Injury Claims (hereinafter referred to as “Asbestos PI Claims” for purposes of this document) for which Kaiser Aluminum & Chemical Corporation, their predecessors, successors and assigns may have legal responsibility as provided in and required by the Second Amended Joint Plan of Reorganization of Kaiser Aluminum Corporation, Kaiser Aluminum & Chemical Corporation and Certain of Their Debtor Affiliates dated September 7, 2005 as amended (the “Plan”) the Asbestos PI Trust Agreement, the Funding Vehicle Trust Agreement and the PI Trust Funding Agreement. The Plan and Asbestos PI Trust Agreement establish the Asbestos PI Trust. The Trustees of the Asbestos PI Trust (“Asbestos PI Trustees”) shall implement and administer this Asbestos TDP in accordance with the Asbestos PI Trust Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Plan and the Asbestos PI Trust Agreement. In the event of any conflict between the meaning ascribed to a term in the Plan and the Asbestos PI Trust Agreement, the Asbestos PI Trust Agreement shall control.

SECTION I

Introduction

1.1 Purpose. The Asbestos TDP has been adopted pursuant to the Asbestos PI Trust Agreement. It is designed to provide fair, equitable and substantially similar treatment for all

Asbestos PI Claims that may presently exist or may arise in the future in substantially the same manner.

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

1.3 Effective Date. For purposes of this Asbestos TDP, “Effective Date” shall mean the First Business Day after which the order establishing the Asbestos PI Trust and the corollary injunction channeling claims against the Debtors to the Asbestos PI Trust became a Final Order, as defined by the Plan.

SECTION II

Overview

2.1 Asbestos PI Trust Goals. The goal of the Asbestos PI Trust is to treat all claimants similarly and equitably in accordance with the requirements of Section 524(g) of the Bankruptcy Code. The Asbestos TDP furthers that goal by setting forth procedures for processing and paying the Debtors’ (hereinafter referred to for purposes of the Asbestos TDP as “Kaiser”) several share of the unpaid portion of the liquidated value of Asbestos PI Claims generally on an impartial, first-in-first-out (“FIFO”) basis, with the intention of paying all claimants over time as equivalent a share as possible of the value of their claims based on

historical values for substantially similar claims in the tort system.¹ To this end, this Asbestos TDP establishes a schedule of eight asbestos-related diseases (“Disease Levels”), seven of which have presumptive medical and exposure requirements (“Medical/Exposure Criteria”) and specific liquidated values (“Scheduled Values”), and five of which have both anticipated average values (“Average Values”) and caps on their liquidated values (“Maximum Values”). The Disease Levels, Medical/Exposure Criteria, Scheduled Values, Average Values and Maximum Values, which are set forth in Sections 5.3 and 5.4 below, have all been selected and derived with the intention of achieving a fair allocation of the Asbestos PI Trust funds as among claimants suffering from different diseases in light of the best available information considering the settlement history of Kaiser and the rights claimants would have in the tort system absent the bankruptcy.

2.2 Coordination with Other Claims. The Plan and the Silica PI Trust Agreement establish the Silica PI Trust and Silica Distribution Procedures (“Silica TDP”) that provide for resolving all Silica PI Claims for which Debtors have any legal responsibility. The Plan and the CTPV PI Trust Agreement also establish the CTPV PI Trust and CTPV Distribution Procedures (“CTPV TDP”) that specify procedures for resolving all CTPV PI Claims for which the Debtor has any legal responsibility.

2.2(a) Dual Claimants. In the event that a claimant asserts separate claims against the Asbestos PI Trust and one or both of the Silica PI Trust and the CTPV PI Trust, such claimant (a “Dual Claimant”) must present credible and reliable evidence of a separate disease that

¹ As used in this Asbestos TDP, the phrase “in the tort system” shall not include claims asserted against a trust established for the benefit of asbestos personal injury claimants pursuant to section 524(g) and/or section 105 of the Bankruptcy Code or any other applicable law.

conforms to the medical and exposure standards of the Asbestos TDP in order to recover from the Asbestos PI Trust. The Asbestos PI Trustees, with the consent of the TAC and FCR, shall establish claims evaluation guidelines that will assure appropriate review and credibility of the medical documentation submitted with any claims seeking compensation from the Asbestos PI Trust and either the Silica PI Trust or the CTPV PI Trust. The liquidated value of awards for lung cancer claims payable by the Asbestos PI Trust shall be reduced by the amount of the liquidated value of any awards to the claimant for a lung cancer claim payable by the Silica PI Trust or the CTPV PI Trust.

2.2(b) Releases. In the event that a claimant asserts and establishes an Asbestos PI Claim against the Asbestos PI Trust and has previously recovered on a separate Silica PI Claim or CTPV PI Claim against Kaiser or against the Silica PI Trust or CTPV PI Trust, the claimant will be required to disclose the prior claim and provide a copy of the release executed in connection with the prior claim. The Trust will evaluate the effect of such release on the Asbestos PI Claim in question to determine the extent to which the Asbestos PI Claim shall be eligible for payment.

2.2(c) Disclosure. In order to implement the provisions of this Section 2.2 and the corresponding provisions of the Silica PI TDP and CTPV PI TDP, each claimant will be required to disclose to each Trust in connection with the filing of a claim all claims against Kaiser, the Asbestos PI Trust, the Silica PI Trust or the CTPV PI Trust. Each Trust will provide to the other Trusts the name and last four digits of the social security number of each claimant and the name of the attorney for the claimant so that the Trusts can coordinate claims. By submission of a claim against any of the Trusts, a claimant consents to the disclosure of

such information to the other Trusts; provided that such other Trusts agree to maintain the confidentiality of such information, materials, evidence and documentation to the same extent that they maintain the confidentiality of claims and claims information filed with such Trusts.

2.3 Claims Liquidation Procedures. Asbestos PI Claims shall be processed based on their place in the FIFO Processing Queue to be established pursuant to Section 5.1(a) below. The Asbestos PI Trust shall take all reasonable steps to resolve Asbestos PI Claims as efficiently and expeditiously as possible at each stage of claims processing and arbitration, which steps may include conducting settlement discussions with claimants' representatives with respect to more than one claim at a time, provided that the claimants' respective positions in the FIFO Processing Queue are maintained and each claim is individually evaluated pursuant to the valuation factors set forth in Section 5.3(b)(2) below. Whether or not to conduct settlement discussions with claimants' representatives with respect to more than one claim at a time is a decision within the Asbestos PI Trust's sole discretion. The Asbestos PI Trust shall also make every reasonable effort to resolve each year at least that number of Asbestos PI Claims required to exhaust the Maximum Annual Payment and the Maximum Available Payment for Category A and Category B claims, as those terms are defined below.

The Asbestos PI Trust shall liquidate all Asbestos PI Claims except Foreign Claims (as defined below) that meet the presumptive Medical/Exposure Criteria of Disease Levels I – V, VII and VIII under the Expedited Review Process described in Section 5.3(a) below. Claims involving Disease Levels I – V, VII and VIII that do not meet the presumptive Medical/Exposure Criteria for the relevant Disease Level may undergo the Asbestos PI Trust's Individual Review Process described in Section 5.3(b) below. In such a case, notwithstanding that the claim does

not meet the presumptive Medical/Exposure Criteria for the relevant Disease Level, the Asbestos PI Trust can offer the claimant an amount up to the Scheduled Value of that Disease Level if the Asbestos PI Trust is satisfied that the claimant has presented a claim that would be cognizable and valid in the tort system.

Asbestos PI Claims involving Disease Levels IV – VIII tend to raise more complex valuation issues than the Asbestos PI Claims in Disease Levels I- III. Accordingly, in lieu of liquidating such claimant’s claims under the Expedited Review Process, holders of Asbestos PI Claims involving Disease Levels IV - VIII may alternatively seek to establish a liquidated value for the claim that is greater than its Scheduled Value by electing the Asbestos PI Trust’s Individual Review Process pursuant to Section 5.3(b) below. However, the liquidated value of an Asbestos PI Trust Claim that undergoes the Individual Review Process for valuation purposes may be determined to be less than its Scheduled Value, and in any event shall not exceed the Maximum Value for the relevant Disease Level set forth in Section 5.3(b)(3) below, unless the claim qualifies as an Extraordinary Claim as defined in Section 5.4(a) below, in which case its liquidated value cannot exceed the maximum extraordinary value specified in that provision for such claims. Level VI (Lung Cancer 2) claims and all Foreign Claims may be liquidated only pursuant to the Asbestos PI Trust’s Individual Review Process.

Based upon Kaiser’s claims settlement history in light of applicable tort law, and current projections of present and future unliquidated claims, the Scheduled Values and Maximum Values set forth in Section 5.3(b)(3) have been established for each of the Disease Levels that are eligible for Individual Review of their liquidated values. The Asbestos PI Trust shall use its reasonable best efforts to insure that the Asbestos PI Trust processes claims such that over time

the combination of settlements at the Scheduled Values and those resulting from the Individual Review Process for Disease Levels IV-VIII approximate the Average Value set forth in Section 5.3(b)(3) for each such Disease Level.

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

2.4 Application of the Payment Percentage. After the liquidated value of an Asbestos PI Claim, other than a claim involving Other Asbestos Disease (Disease Level I – Cash Discount Payment) as defined in Section 5.3(a)(3) below, is determined pursuant to the procedures set forth herein for Expedited Review, Individual Review, arbitration, or litigation in the tort system, the claimant shall ultimately receive a pro-rata share of that value based on a Payment Percentage described in Section 4.2 below. The Payment Percentage shall apply to all Pre-Petition Liquidated Asbestos PI Trust Claims as provided in Section 5.2 below and to all sequencing adjustments pursuant to Section 7.5 below. As set forth in Section 4.2 below, the initial Payment Percentage has been set at 39.5 percent. The initial Payment Percentage has been

calculated on the assumption that the Average Values set forth in Section 5.3(b)(3) below shall be achieved with respect to existing present claims and projected future claims involving Disease Levels IV – VIII.

The Payment Percentage may hereafter be adjusted upwards or downwards from time to time by the Asbestos PI Trustees with the consent of the Asbestos PI TAC and the Future Asbestos Claimants' Representative to reflect then-current estimates of the Asbestos PI Trust's assets and its liabilities, as well as the then-estimated value of pending and future claims. However, any adjustment to the initial Payment Percentage shall be made only pursuant to Section 4.2 below. If the Payment Percentage is increased over time, claimants whose claims were liquidated and paid in prior periods under the Asbestos TDP shall receive additional payments only as provided in Section 4.3 below. Because there is uncertainty in the prediction of both the number and severity of future Asbestos PI Claims, and the amount of the Asbestos PI Trust's assets, no guarantee can be made of any Payment Percentage of an Asbestos PI Claim's liquidated value.

2.5 Asbestos PI Trust's Determination of the Maximum Annual Payment and Maximum Available Payment. The Asbestos PI Trust shall estimate or model the amount of cash flow anticipated to be necessary over its entire life to ensure that funds shall be available to treat all present and future claimants as similarly as possible. In each year, the Asbestos PI Trust shall be empowered to pay out all of the income earned during the year (net of taxes payable with respect thereto), together with a portion of its principal, calculated so that the application of Asbestos PI Trust funds over its life shall correspond with the needs created by the anticipated flow of claims (the "Maximum Annual Payment"), taking into account the Payment Percentage

provisions set forth in Sections 2.3 above and 4.2 below. The Asbestos PI Trust's distributions to all claimants for that year shall not exceed the Maximum Annual Payment determined for that year.

In distributing the Maximum Annual Payment, the Asbestos PI Trust shall first allocate the amount in question to outstanding Pre-Petition Liquidated Asbestos PI Trust Claims (as defined in Section 5.2) and to liquidated Asbestos PI Claims involving Disease Level I (Cash Discount Payment), in proportion to the aggregate value of each group of claims. The remaining portion of the Maximum Annual Payment (the "Maximum Available Payment"), if any, shall then be allocated and used to satisfy all other liquidated Asbestos PI Claims, subject to the Claims Payment Ratio set forth in Section 2.6 below.

In the event there are insufficient funds in any year to pay the total number of outstanding Pre-Petition Liquidated Asbestos PI Trust Claims and/or previously liquidated Disease Level I Claims, the available funds allocated to that group of claims shall be paid to the maximum extent to claimants in the particular group based on their place in their respective FIFO Payment Queue. Claims in either group for which there are insufficient funds shall be carried over to the next year and placed at the head of their respective FIFO Payment Queue.

2.6 Claims Payment Ratio. Based upon Kaiser's claims settlement history and analysis of present and future claims, a Claims Payment Ratio has been determined which, as of the Effective Date, has been set at 70% for Category A claims, which consist of Asbestos PI Claims involving severe asbestosis and malignancies (Disease Levels IV – VIII) that were unliquidated as of the Petition Date, and at 30% for Category B claims, which are Asbestos PI Claims involving non-malignant Asbestosis or Pleural Disease (Disease Levels II and III) that

were similarly unliquidated as of the Petition Date. The Claims Payment Ratio shall not apply to any Pre-Petition Liquidated Asbestos PI Trust Claims (as defined in Section 5.2) or to any claims for Other Asbestos Disease (Disease Level I - Cash Discount Payment). In each year, after the determination of the Maximum Available Payment described in Section 2.5 above, 70% of that amount shall be available to pay Category A claims and 30% shall be available to pay Category B claims that have been liquidated since the Petition Date.

In the event there are insufficient funds in any year to pay the liquidated claims within either or both of the Categories, the available funds allocated to the particular Category shall be paid to the maximum extent to claimants in that Category based on their place in the FIFO Payment Queue described in Section 5.1(c) below, which shall be based upon the date of claim liquidation. Claims for which there are insufficient funds allocated to the relevant Category shall be carried over to the next year where they shall be placed at the head of the FIFO Payment Queue. If there are excess funds in either or both Categories, because there is an insufficient amount of liquidated claims to exhaust the respective Maximum Available Payment amount for that Category, then the excess funds for either or both Categories shall be rolled over and remain dedicated to the respective Category to which they were originally allocated.

The 70%/30% Claims Payment Ratio and its rollover provision shall apply to all Asbestos PI Trust Voting Claims except Pre-Petition Liquidated Asbestos PI Trust Claims (as defined in Section 5.2) and Other Asbestos Disease claims (Disease Level I – Cash Discount Payment). The term “Asbestos PI Voting Trust Claims” includes (i) Pre-Petition Liquidated Asbestos PI Trust Claims as defined in Section 5.2(a) below; (ii) claims filed against Kaiser in the tort system or actually submitted to Kaiser pursuant to an administrative settlement

agreement prior to the Petition Date of February 12, 2002; and (iii) all claims filed against another defendant in the tort system prior to the date the Plan was filed with the Bankruptcy Court (June 29, 2005 (the “Plan Filing Date”)), provided, however, that (1) the holder of a claim described in subsection (i), (ii) or (iii) above, or his or her authorized agent, actually voted to accept or reject the Plan pursuant to the voting procedures established by the Bankruptcy Court, unless such holder certifies to the satisfaction of the Asbestos PI Trustees that he or she was prevented from voting in this proceeding as a result of circumstances resulting in a state of emergency affecting, as the case may be, the holder’s residence, principal place of business or legal representative’s principal place of business at which the holder or his or her legal representative receives notice and/or maintains material records relating to his or her Asbestos PI Voting Trust Claim, and (2) the claim was subsequently filed with the Asbestos PI Trust pursuant to Section 6.1 below by the Initial Claims Filing Date defined in Section 5.1(a) below.

The initial 70%/30% Claims Payment Ratio shall not be amended until the fifth anniversary of the Effective Date. Thereafter, both the Claims Payment Ratio and its rollover provision shall be continued absent circumstances, such as a significant change in law or medicine, necessitating amendment to avoid a manifest injustice. However, the accumulation, rollover and subsequent delay of claims resulting from the application of the Claims Payment Ratio, shall not, in and of itself, constitute such circumstances. Nor may an increase in the numbers of Category B claims beyond those predicted or expected be considered as a factor in deciding whether to reduce the percentage allocated to Category A claims.

In considering whether to make any amendments to the Claims Payment Ratio and/or its rollover provisions, the Asbestos PI Trustees shall consider the reasons for which the Claims

Payment Ratio and its rollover provisions were adopted, the settlement history that gave rise to its calculation, and the foreseeability or lack of foreseeability of the reasons why there would be any need to make an amendment. In that regard, the Asbestos PI Trustees should keep in mind the interplay between the Payment Percentage and the Claims Payment Ratio as it affects the net cash actually paid to claimants.

In any event, no amendment to the Claims Payment Ratio may be made without the consent of the Asbestos PI TAC and the Future Asbestos Claimants' Representative pursuant to the consent process set forth in Sections 6.7(b) and 7.7(b) of the Asbestos PI Trust Agreement. However, the Asbestos PI Trustees, with the consent of the Asbestos PI TAC and the Future Asbestos Claimants' Representative, may offer the option of a reduced Payment Percentage to holders of claims in either Category A or Category B in return for prompter payment (the "Reduced Payment Option").

2.7 Indirect Asbestos PI Trust Claims. As set forth in Section 5.6 below, Asbestos PI Claims for indemnity and/or contribution ("Indirect Asbestos PI Trust Claims"), if any, shall be subject to the same categorization, evaluation, and payment provisions of this Asbestos TDP as all other Asbestos PI Claims.

SECTION III

Asbestos TDP Administration

3.1 Asbestos PI Trust Advisory Committee and Future Asbestos Claimants' Representative. Pursuant to the Plan and the Asbestos PI Trust Agreement, the Asbestos PI Trust and this Asbestos TDP shall be administered by the Asbestos PI Trustees in consultation with the Asbestos PI TAC, which represents the interests of holders of present Asbestos PI

Claims, and the Future Asbestos Claimants' Representative, who represents the interests of holders of Asbestos PI Trust Claims that will be asserted in the future. The Asbestos PI Trustees shall obtain the consent of the Asbestos PI TAC and the Future Asbestos Claimants' Representative on any amendments to these Procedures pursuant to Section 8.1 below, and on such other matters as are otherwise required below and in Section 2.2(e) of the Asbestos PI Trust Agreement. The Asbestos PI Trustees shall also consult with the Asbestos PI TAC and the Future Asbestos Claimants' Representative on such matters as are provided below and in Section 2.2(d) of the Asbestos PI Trust Agreement. The initial members of the Asbestos PI TAC and the initial Future Asbestos Claimants' Representative are identified in the Asbestos PI Trust Agreement.

3.2 Consent and Consultation Procedures. In those circumstances in which the Asbestos PI TAC and the Future Asbestos Claimants' Representative's consultation or consent is required, the Asbestos PI Trustees shall provide written notice to the Asbestos PI TAC and the Future Asbestos Claimants' Representative of the specific amendment or other action that is proposed. The Asbestos PI Trustees shall not implement such amendment nor take such action unless and until the parties have engaged in the Consultation Process described in Sections 6.7(a) and 7.7(a), or the Consent Process described in Sections 6.7(b) and 7.7(b) of the Asbestos PI Trust Agreement, respectively.

SECTION IV

Payment Percentage; Periodic Estimates

4.1 Uncertainty of Kaiser’s Personal Injury Asbestos Liabilities. As discussed above, there is inherent uncertainty regarding Kaiser’s total asbestos-related tort liabilities, as well as the total value of the assets available to the Asbestos PI Trust to pay Asbestos PI Claims. Consequently, there is inherent uncertainty regarding the amounts that holders of Asbestos PI Claims will receive. To seek to ensure substantially equivalent treatment of all Asbestos PI Claims, the Asbestos PI Trustees must determine from time to time the percentage of full liquidated value that holders of Asbestos PI Claims will likely receive, *i.e.*, the “Payment Percentage” described in Section 2.4 above and Section 4.2 below.

4.2 Computation of Payment Percentage. As provided in Section 2.4 above, the initial Payment Percentage shall be 39.5 percent. The initial Payment Percentage shall be subject to change pursuant to the terms of this Asbestos TDP and the Asbestos PI Trust Agreement if the Asbestos PI Trustees, with the consent of the Asbestos PI TAC and the Future Asbestos Claimants’ Representative determine that an adjustment is required. In any event, no less frequently than once every three (3) years, commencing with the first day of January occurring after the Plan is consummated, the Asbestos PI Trustees shall reconsider the then-applicable Payment Percentage to assure that it is based on accurate, current information and may, after such reconsideration, change the Payment Percentage if necessary with the consent of the Asbestos PI TAC and the Future Asbestos Claimants’ Representative. The Asbestos PI Trustees shall also reconsider the then-applicable Payment Percentage at shorter intervals if they deem

such reconsideration to be appropriate or if requested to do so by the Asbestos PI TAC or the Future Asbestos Claimants' Representative.

The Asbestos PI Trustees must base their determination of the Payment Percentage on current estimates of the number, types, and values of Asbestos PI Claims, the value and liquidity of the assets then available to the Asbestos PI Trust for their payment, all anticipated administrative and legal expenses, and any other material matters that are reasonably likely to affect the sufficiency of funds to pay a comparable percentage of full value to all present and future holders of Asbestos PI Claims. When making these determinations, the Asbestos PI Trustees shall exercise common sense and flexibly evaluate all relevant factors. The Payment Percentage applicable to Category A or Category B claims may not be reduced to alleviate delays in payments of claims in the other Category; both Categories of claims shall receive the same Payment Percentage, but the payment may be deferred as needed, and a Reduced Payment Option may be instituted as described in Section 2.6 above.

4.3 Applicability of the Payment Percentage. Except as provided in Section 5.1(c) below for Asbestos PI Claims involving deceased or incompetent claimants or claimants who are minors for which approval of the Asbestos PI Trust's offer by a court or through a probate process is required, no holder of any Asbestos PI Claim, other than an Asbestos PI Claim for Other Asbestos Disease (Disease Level I – Cash Discount Program), shall receive a payment that exceeds the liquidated value of the claim times the Payment Percentage in effect at the time the offer is made. Asbestos PI Claims involving Other Asbestos Disease (Disease Level I - Cash Discount Payment) shall not be subject to the Payment Percentage, but shall instead be paid the full amount of their Scheduled Value as set forth in Section 5.3(a)(3) below.

If a redetermination of the Payment Percentage has been proposed in writing by the Asbestos PI Trustees to the Asbestos PI TAC and the Future Asbestos Claimants' Representative but has not yet been adopted, the claimant shall receive the lower of the current Payment Percentage or the proposed Payment Percentage. However, if the proposed Payment Percentage was the lower amount but was not subsequently adopted, the claimant shall thereafter receive the difference between the lower proposed amount and the higher current amount. Conversely, if the proposed Payment Percentage was the higher amount and was subsequently adopted, the claimant shall thereafter receive the difference between the lower current amount and the higher adopted amount.

If the Asbestos PI Trustees, with the consent of the Asbestos PI TAC and the Future Asbestos Claimants' Representative, make a determination to increase the Payment Percentage due to a material change in the estimates of the Asbestos PI Trust's future assets and/or liabilities, the Asbestos PI Trustees shall also make supplemental payments to all claimants who previously liquidated their claims against the Asbestos PI Trust and received payments based on a lower Payment Percentage. The amount of any such supplemental payment shall be the liquidated value of the claim in question times the newly adjusted Payment Percentage, less all amounts previously paid to the claimant with respect to the claim (excluding the portion of such previously paid amounts that was attributable to any sequencing adjustments paid pursuant to Section 7.5 below).

The Asbestos PI Trustees' obligation to make a supplemental payment to a claimant shall be suspended in the event the payment in question would be less than \$100.00, and the amount of the suspended payment shall be added to the amount of any prior supplemental

payment/payments that was/were also suspended because it/they would have been less than \$100.00. However, the Asbestos PI Trustees' obligation shall resume and the Asbestos PI Trustees shall pay any such aggregate supplemental payments due the claimant at such time that the total exceeds \$100.00.

SECTION V

Resolution of Asbestos PI Trust Claims

5.1 Ordering, Processing and Payment of Claims.

5.1(a) Ordering of Claims.

5.1(a)(1) Establishment of the FIFO Processing Queue. The Asbestos PI Trust shall order sufficiently complete Asbestos PI Claims to be reviewed for processing purposes on a FIFO basis except as otherwise provided herein (the "FIFO Processing Queue"). For all claims filed on or before the date six months after the date that the Asbestos PI Trust first makes available the proof of claim forms and other claims materials required to file a claim with the Asbestos PI Trust (the "Initial Claims Filing Date"), a claimant's position in the FIFO Processing Queue shall be determined as of the earlier of (i) the date prior to the Petition Date that the specific claim was either filed against Kaiser in the tort system or was actually submitted to Kaiser pursuant to an administrative settlement agreement; (ii) the date before the Petition Date that a claim was filed against another defendant in the tort system if at the time the claim was subject to a tolling agreement with Kaiser; (iii) the date after the Petition Date but before the date that the Asbestos PI Trust first makes available the proof of claim forms and other materials required to file a claim with the Asbestos PI Trust that the claim was filed against another

defendant in the tort system; (iv) the date after the Petition Date but before the Effective Date that a proof of claim was filed against Kaiser in Kaiser's Chapter 11 case; or (v) the date a ballot was submitted in Kaiser's Chapter 11 case for purposes of voting on the Plan in accordance with the voting procedures adopted by the Bankruptcy Court.

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

5.1(a)(2) Effect of Statutes of Limitations and Repose. All

unliquidated Asbestos PI Claims must meet either (i) for claims first filed in the tort system against Kaiser prior to the Petition Date, the applicable federal, state and foreign statutes of limitations and repose that were in effect at the time of the filing of the claim in the tort system, or (ii) for claims that were not filed against Kaiser in the tort system prior to the Petition Date, the applicable federal, state and foreign statutes of limitations that were in effect at the time of the filing with the Asbestos PI Trust. However, the running of the relevant statutes of limitations shall be tolled for purposes of this Asbestos TDP as of the earliest of (A) the actual filing of the claim against Kaiser prior to the Petition Date, whether in the tort system or by submission of the claim to Kaiser pursuant to an administrative settlement agreement; (B) the tolling of the claim

against Kaiser by an agreement or otherwise, provided such tolling is still in effect on the Petition Date; or (C) the Petition Date.

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

5.1(b) Processing of Claims. As a general practice, the Asbestos PI Trust shall review its claims files on a regular basis and notify all claimants whose claims are likely to come up in the FIFO Processing Queue in the near future. However, claims that were not filed (i) against Kaiser in the tort system or actually submitted to Kaiser pursuant to an administrative settlement agreement prior to the Petition Date, or (ii) against another defendant in the tort system prior to the Plan Filing Date, shall not be processed until after the Initial Claims Filing Date.

5.1(c) Payment of Claims. Asbestos PI Claims that have been liquidated under the provisions of this TDP by the Expedited Review Process as provided in Section 5.3(a) below, by the Individual Review Process as provided in Section 5.3(b) below, by arbitration as provided in Section 5.10 below, or by litigation in the tort system provided in Section 5.11 below, shall be

paid in FIFO order based on the date their liquidation became final (the “FIFO Payment Queue”), all such payments being subject to the applicable Payment Percentage, the Maximum Annual Payment, the Maximum Available Payment, the Claims Payment Ratio, and the sequencing adjustment provided for in Section 7.5 below, except as otherwise provided herein. Pre-Petition Liquidated Asbestos PI Claims, as defined in Section 5.2 below, shall be subject to the Maximum Annual Payment and Payment Percentage limitations but not to the Maximum Available Payment and Claims Payment Ratio provisions set forth above.

Where the claimant is deceased, incompetent or a minor, and the settlement and payment of his or her claim must be approved by a court of competent jurisdiction or through a probate process prior to acceptance of the offer by the claimant’s representative, any offer made by the Asbestos PI Trust on the claim shall remain open so long as proceedings before that court or in that probate process remain pending, provided that the Asbestos PI Trust has been furnished with evidence that the settlement offer has been submitted to such court or probate process for approval. If the offer is ultimately approved by the court or through the probate process and accepted by the claimant’s representative, the Asbestos PI Trust shall pay the claim in the amount so offered, multiplied by the Payment Percentage in effect at the time the offer was first made, subject to the redetermination provision set forth in Section 4.3 above. For purposes of placement in the FIFO Payment Queue, the date of final liquidation shall be the date the Asbestos PI Trust receives evidence of said approval and acceptance.

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

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

5.2 Resolution of Pre-Petition Liquidated Asbestos PI Claims.

5.2(a) Processing and Payment. As soon as practicable after the Effective Date, the Asbestos PI Trust shall pay, upon submission by the claimant of all documentation required by the Asbestos PI Trust, all Asbestos PI Claims that were liquidated by (i) a binding settlement agreement for the particular claim entered into prior to the Petition Date that is judicially enforceable by the claimant, (ii) a jury verdict or non-final judgment in the tort system obtained prior to the Petition Date, or (iii) by a judgment that became final and non-appealable prior to the Petition Date (collectively "Pre-Petition Liquidated Asbestos PI Trust Claims").

The liquidated value of a Pre-Petition Liquidated Asbestos PI Trust Claim shall be Kaiser's share of the unpaid portion of the amount agreed to in the binding settlement agreement, the unpaid portion of the amount awarded by the jury verdict or non-final judgment, or the unpaid portion of the amount of the final judgment, as the case may be, plus interest, if any, that has accrued on that amount in accordance with the terms of the agreement, if any, or under applicable state law for settlements or judgments as of the Petition Date; however, except as otherwise provided in Section 7.4 below, the liquidated value of a Pre-Petition Liquidated Asbestos PI Trust Claim shall not include any punitive or exemplary damages. In the absence of a final order of the Bankruptcy Court determining whether a settlement agreement is binding and judicially enforceable, a dispute between the claimant and the Asbestos PI Trust over this issue shall be resolved pursuant to the same procedures in this Asbestos TDP that are provided for

resolving the validity and/or liquidated value of an Asbestos PI Claim (*i.e.*, arbitration and litigation in the tort system as set forth in Sections 5.10 and 5.11 below).

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

5.2(b) Marshalling of Security. Holders of Pre-Petition Liquidated Asbestos PI Trust Claims that are secured by letters of credit, appeal bonds, or other security or sureties shall first exhaust their rights against any applicable security or surety before making a claim against the Asbestos PI Trust. Only in the event that such security or surety is insufficient to pay the Pre-Petition Liquidated Asbestos PI Trust Claim in full shall the deficiency be processed and paid as a Pre-Petition Liquidated Asbestos PI Trust Claim.

5.3 Resolution of Unliquidated Asbestos PI Trust Claims. Within six months after the establishment of the Asbestos PI Trust, the Asbestos PI Trustees with the consent of the Asbestos PI TAC and the Future Asbestos Claimants' Representative shall adopt procedures for reviewing and liquidating all unliquidated Asbestos PI Claims, which shall include deadlines for processing such claims. Such procedures shall also require claimants seeking resolution of unliquidated Asbestos PI Claims to first file a proof of claim form, together with the required supporting documentation, in accordance with the provisions of Sections 6.1 and 6.2 below. It is anticipated that the Asbestos PI Trust shall provide an initial response to the claimant within six (6) months of receiving the proof of claim form.

The proof of claim form shall require the claimant to assert his or her claim for the highest Disease Level for which the claim qualifies at the time of filing. All claims shall be deemed to be a claim for the highest Disease Level alleged by the claimant in his or her proof of claim form for which the claim qualifies at the time of filing and all lower Disease Levels for which the Claim may also qualify at the time of filing or in the future shall be treated as subsumed into the higher Disease Level for both processing and payment purposes. The proof of claim form also shall require the claimant to elect the Asbestos PI Trust's Expedited Review Process, as described in Section 5.3(a) below or the Asbestos PI Trust's Individual Review Process as described in Section 5.3(b) below. To the extent it is determined during the claim liquidation process that a claimant's Asbestos PI Claim qualifies for a higher Disease Level than that alleged on his or her proof of claim form, the Asbestos PI Trust may so notify the claimant and allow the claimant to amend his or her proof of claim form.

Upon filing of a valid proof of claim form with the required supporting documentation, the claimant shall be placed in the FIFO Processing Queue in accordance with the ordering criteria described in Section 5.1(a) above. The Asbestos PI Trust shall provide the claimant with six-months notice of the date by which it expects to reach the claim in the FIFO Processing Queue, following which the claimant shall promptly (i) provide the Asbestos PI Trust with any additional medical and/or exposure evidence that was not provided with the original claim submission; and (ii) advise the Asbestos PI Trust of any change in the claimant's Disease Level. If a claimant fails to provide additional information to the Asbestos PI Trust prior to the Asbestos PI Trust's reaching of the claim in the FIFO Processing Queue, the Asbestos PI Trust shall process and liquidate the claim based upon the medical/exposure evidence previously submitted by the claimant, although the claimant shall retain the right to request Individual Review as described in Section 5.3(b) below.

5.3(a) Expedited Review Process.

5.3(a)(1) In General. The Asbestos PI Trust's Expedited Review Process is designed primarily to provide an expeditious, efficient and inexpensive method for liquidating all Asbestos PI Claims (except those involving Lung Cancer 2 - Disease Level VI and all Foreign Claims (as defined below), which shall only be liquidated pursuant to the Asbestos PI Trust's Individual Review Process) where the claim can easily be verified by the Asbestos PI Trust as meeting the presumptive Medical/Exposure Criteria for the relevant Disease Level. Expedited Review thus provides claimants with a substantially less burdensome process for pursuing Asbestos PI Claims than does the Individual Review Process described in Section 5.3(b) below. Expedited Review is also intended to provide qualifying claimants a fixed and certain liquidated claim value and payment.

Thus, claims that undergo Expedited Review and meet the presumptive Medical/Exposure Criteria for the relevant Disease Level shall be paid the Scheduled Value for such Disease Level set forth in Section 5.3(a)(3) below. However, except for claims involving Other Asbestos Disease (Disease Level I), all claims liquidated by Expedited Review shall be subject to the applicable Payment Percentage, the Maximum Available Payment, and the Claims Payment Ratio limitations set forth herein. Claimants holding claims that (i) cannot be liquidated by Expedited Review because they do not meet the presumptive Medical/Exposure Criteria for the relevant Disease Level or (ii) have otherwise failed to qualify for payment through the Expedited Review Process may elect the Asbestos PI Trust's Individual Review Process set forth in Section 5.3(b) below.

Subject to the provision of Section 5.8, the claimant's eligibility to receive the Scheduled Value for his or her Asbestos PI Claim pursuant to the Expedited Review Process shall be determined solely by reference to the Medical/Exposure Criteria set forth below for each of the Disease Levels eligible for Expedited Review.

5.3(a)(2) Claims Processing under Expedited Review. All claimants seeking liquidation of their Asbestos PI Claims pursuant to Expedited Review shall file the Asbestos PI Trust's proof of claim form provided in Attachment B hereto. As a proof of claim form is reached in the FIFO Processing Queue, the Asbestos PI Trust shall determine whether the claim described therein meets the Medical/Exposure Criteria for one of the seven Disease Levels eligible for Expedited Review, and shall advise the claimant of its determination. If the Medical and Exposure Criteria for a Disease Level are determined to have been met, the Asbestos PI Trust shall tender to the claimant an offer of payment of the Scheduled Value for the relevant

Disease Level multiplied by the applicable Payment Percentage, together with a form of release approved by the Asbestos PI Trust. If the claimant accepts the Scheduled Value and returns the properly executed release, the claim shall be placed in the FIFO Payment Queue, following which the Asbestos PI Trust shall disburse payment subject to the limitations of the Maximum Available Payment and Claims Payment Ratio, if any.

5.3(a)(3) Disease Levels, Scheduled Values and Medical/Exposure

Criteria. The eight Disease Levels covered by this Asbestos TDP, together with the Medical/Exposure Criteria for each and the Scheduled Values for the seven Disease Levels eligible for Expedited Review, are set forth below. These Disease Levels, Scheduled Values, and Medical/Exposure Criteria shall apply to all Asbestos Trust Voting Claims (other than Pre-Petition Liquidated Asbestos PI Trust Claims) filed with the Asbestos PI Trust on or before the Initial Claims Filing Date provided in Section 5.1 above for which the claimant elects the Expedited Review Process. Thereafter, for purposes of administering the Expedited Review Process and, with the consent of the Asbestos PI TAC and the Future Asbestos Claimants' Representative, the Asbestos PI Trustees may add to, change or eliminate Disease Levels, Scheduled Values, or Medical/Exposure Criteria; develop subcategories of Disease Levels, Scheduled Values or Medical/Exposure Criteria; or determine that a novel or exceptional Asbestos PI Claim is compensable even though it does not meet the Medical/Exposure Criteria for any of the then-current Disease Levels. Because claimants seeking to recover from the Asbestos PI Trust who fall within Disease Level VI may not undergo Expedited Review and must undergo Individual Review, no Scheduled Value is provided.

<u>Disease Level</u>	<u>Scheduled Value</u>	<u>Medical/Exposure Criteria</u>
Mesothelioma (Level VIII)	\$70,000	(1) Diagnosis ² of mesothelioma; and (2) credible evidence of Kaiser Exposure (as defined in Section 5.7(b)(3) below).
Lung Cancer 1 (Level VII)	\$ 27,500	(1) Diagnosis of a primary lung cancer plus evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease ³ , (2) six months Kaiser Exposure prior to December 31, 1982, (3) Significant Occupational Exposure to asbestos (as defined in Section 5.7(b)(2) below), and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the lung cancer in question.
Lung Cancer 2 (Level VI)	None	(1) Diagnosis of a primary lung cancer; (2) Kaiser Exposure prior to December 31, 1982, and

² The requirements for a diagnosis of an asbestos-related disease that may be compensated under the provisions of this Asbestos PI Trust Distribution Procedures are set forth in Section 5.7 below.

³ Evidence of “Bilateral Asbestos-Related Nonmalignant Disease” for purposes of meeting the criteria for establishing Disease Levels I, II, III, V, and VII, means either (i) a chest X-ray read by a qualified B reader of 1/0 or higher on the ILO scale or, (ii) (x) a chest X-ray read by a qualified B reader or other Qualified Physician, (y) a CT scan read by a Qualified Physician, or (z) pathology, in each case either showing bilateral interstitial fibrosis, bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification. Evidence submitted to demonstrate (i) or (ii) above must be in the form of a written report stating the results (*e.g.*, an ILO report, a written radiology report or a pathology report). Solely for asbestos claims filed against Kaiser or another defendant in the tort system prior to the Petition Date, if an ILO reading is not available, either (i) a chest X-ray or a CT scan read by a Qualified Physician, or (ii) pathology, in each case showing bilateral interstitial fibrosis, bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification consistent with, or compatible with, a diagnosis of asbestos-related disease shall be evidence of Bilateral Asbestos-Related Nonmalignant Disease for purposes of meeting the presumptive medical requirements of Disease Levels I, II, III, V and VII. Pathological proof of asbestosis may be based on the pathological grading system for asbestosis described in the Special Issue of the Archives of Pathology and Laboratory Medicine, “Asbestos-associated Diseases,” Vol. 106, No. 11, App. 3 (October 8, 1982). For all purposes of this Asbestos TDP, a “Qualified Physician” is a physician who is board certified (or in the case of Canadian claims or Foreign Claims, a physician who is certified or qualified under comparable medical standards or criteria of the jurisdiction in question) in one or more relevant specialized fields of medicine such as pulmonology, radiology, internal medicine or occupational medicine; provided, however, subject to the provisions of Section 5.8, that the requirement for board certification in this provision shall not apply to otherwise qualified physicians whose x-rays and/or CT scan readings are submitted for deceased holders of Asbestos PI Claims.

(3) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the lung cancer in question.

Lung Cancer 2 (Level VI) claims are claims that do not meet the more stringent medical and/or exposure requirements of Lung Cancer 1 (Level VII) claims. All claims in this Disease Level shall be individually evaluated. The estimated likely average of the individual evaluation awards for this category is \$ 7,000, with such awards capped at \$20,000, unless the claim qualifies for Extraordinary Claim treatment (as described in Section 5.4(a) below).

Level VI claims that show no evidence of either an underlying Bilateral Asbestos-Related Non-malignant Disease or Significant Occupational Exposure may be individually evaluated, although it is not expected that such claims shall be treated as having any significant value, especially if the claimant is also a Smoker.⁴ In any event, no presumption of validity shall be available for any claims in this category.

Other Cancer (Level V) \$ 13,800

(1) Diagnosis of a primary colorectal, laryngeal, esophageal, pharyngeal, or stomach cancer, plus evidence of an underlying Bilateral

⁴ There is no distinction between Non-Smokers and Smokers for either Lung Cancer 1 (Level VII) or Lung Cancer 2 (Level VI), although a claimant who meets the more stringent requirements of Lung Cancer 1 (Level VII) (evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease plus Significant Occupational Exposure), and who is also a Non-Smoker, may wish to have his or her claim individually evaluated by the Asbestos Trust. In such a case, absent circumstances that would otherwise reduce the value of the claim, it is anticipated that the liquidated value of the claim might well exceed the Scheduled Value for Lung Cancer 1 (Level VII) shown above. “Non-Smoker” means a claimant who either (a) never smoked or (b) has not smoked during any portion of the twelve (12) years immediately prior to the diagnosis of the lung cancer.

Asbestos-Related Nonmalignant Disease, (2) six months Kaiser Exposure prior to December 31, 1982, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the other cancer in question.

Severe Asbestosis (Level IV) \$ 20,750

(1) Diagnosis of asbestosis with ILO of 2/1 or greater, or asbestosis determined by pathological evidence of asbestosis, plus (a) TLC less than 65%, or (b) FVC less than 65% and FEV1/FVC ratio greater than 65%, (2) six months Kaiser Exposure prior to December 31, 1982, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the pulmonary disease in question.

Asbestosis/
Pleural Disease (Level III) \$ 4,850

(1) Diagnosis of Bilateral Asbestos-Related Nonmalignant Disease, plus (a) TLC less than 80%, or (b) FVC less than 80% and FEV1/FVC ratio greater than or equal to 65%, and (2) six months Kaiser Exposure prior to December 31, 1982, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the pulmonary disease in question.

Asbestosis/
Pleural Disease (Level II) \$ 700

(1) Diagnosis of a Bilateral Asbestos-Related Nonmalignant Disease, and (2) six months Kaiser Exposure prior to December 31,

1982, and (3) five years cumulative occupational exposure to asbestos.

Other Asbestos Disease (Level I - Cash Discount Payment) \$ 200

(1) Diagnosis of a Bilateral Asbestos-Related Nonmalignant Disease or an asbestos-related malignancy other than mesothelioma, and (2) Kaiser Exposure prior to December 31, 1982.

5.3(b) Individual Review Process.

5.3(b)(1) In General. Subject to the provisions set forth below, a Kaiser claimant may elect to have his or her Asbestos PI Claim reviewed for purposes of determining whether the claim would be compensable in the tort system even though it does not meet the presumptive Medical/Exposure Criteria for any of the Disease Levels set forth in Section 5.3(a)(3) above. In addition or alternatively, a Kaiser claimant holding an Asbestos PI Claim involving Disease Levels IV, V, VII, or VIII may elect to have a claim undergo the Individual Review Process for purposes of determining whether the liquidated value of the claim exceeds the Scheduled Value for the relevant Disease Level also set forth in said provision. However, until such time as the Asbestos PI Trust has made an offer on a claim pursuant to Individual Review, the claimant may change his or her Individual Review election and have the claim liquidated pursuant to the Asbestos PI Trust’s Expedited Review Process. In the event of such a change in the processing election, the claimant shall nevertheless retain his or her place in the FIFO Processing Queue.

The liquidated value of all Foreign Claims payable under this Asbestos TDP shall be established only under the Asbestos PI Trust’s Individual Review Process. Because Asbestos PI

Claims of individuals exposed in Canada who were resident in Canada when such claims were filed were routinely litigated and resolved in the courts of the United States, and because the resolution history of these claims has been included in developing the Expedited Review Process, such claims shall not be considered Foreign Claims hereunder and shall be eligible for liquidation under the Expedited Review Process. Accordingly, a “Foreign Claim” is an Asbestos PI Claim with respect to which the claimant’s exposure to an asbestos-containing product for which Kaiser has legal responsibility occurred outside of the United States and its Territories and Possessions and outside of the Provinces and Territories of Canada.

In reviewing such Foreign Claims the Asbestos PI Trust shall take into account all relevant procedural and substantive legal rules to which the claims would be subject in the Claimant’s Jurisdiction as defined in Section 5.3(b)(2) below. The Asbestos PI Trust shall determine the liquidated value of Foreign Claims based on historical settlements and verdicts in the Claimant’s Jurisdiction as well as the other valuation factors set forth in Section 5.3(b)(2) below.

For purposes of the Individual Review Process for Foreign Claims, the Asbestos PI Trustees, with the consent of the Asbestos PI TAC and the Future Asbestos Claimants’ Representative, may develop separate Medical/Exposure Criteria and standards, as well as separate requirements for physician and other professional qualifications, which shall be applicable to all Foreign Claims channeled to the Asbestos PI Trust, provided, however, that such criteria, standards or requirements shall not effectuate substantive changes to the claims eligibility requirements under this Asbestos TDP but rather shall be made only for the purpose of adapting those requirements to the particular licensing provisions and/or medical customs or practices of the foreign country in question.

At such time as the Asbestos PI Trust has sufficient historical settlement, verdict and other valuation data for claims from a particular foreign jurisdiction, the Asbestos PI Trustees, with the consent of the Asbestos PI TAC and the Future Asbestos Claimants' Representative, may also establish a separate valuation matrix for any such Foreign Claims based on that data.

5.3(b)(1)(A) Review of Medical/Exposure Criteria. The Asbestos PI Trust's Individual Review Process provides a claimant with an opportunity for individual consideration and evaluation of an Asbestos PI Claim that fails to meet the presumptive Medical/Exposure Criteria for Disease Levels I – V, VII or VIII. In such a case, the Asbestos PI Trust shall either deny the claim, or, if the Asbestos PI Trust is satisfied that the claimant has presented a claim that would be cognizable and valid in the tort system, the Asbestos PI Trust can offer the claimant a liquidated value amount up to the Scheduled Value for that Disease Level, unless the claim qualifies as an Extraordinary Claim as defined in Section 5.4(a) below, in which case its liquidated value cannot exceed the maximum extraordinary value for such a claim.

5.3(b)(1)(B) Review of Liquidated Value. Claimants holding claims involving Disease Levels IV – VIII shall also be eligible to seek Individual Review of the liquidated value of their claims, as well as of their medical/exposure evidence. The Individual Review Process is intended to result in payments equal to the full liquidated value for each claim multiplied by the applicable Payment Percentage; however, the liquidated value of any Asbestos PI Claim that undergoes Individual Review may be determined to be less than the Scheduled Value the claimant would have received under Expedited Review. Moreover, the liquidated value for a claim involving Disease Levels IV – VIII shall not exceed the Maximum Value for

the relevant Disease Level set forth in Section 5.3(b)(3) below, unless the claim meets the requirements of an Extraordinary Claim described in Section 5.4(a) below, in which case its liquidated value cannot exceed the maximum extraordinary value set forth in that provision for such claims. Because the detailed examination and valuation process pursuant to Individual Review requires substantial time and effort, claimants electing to undergo the Individual Review Process may be paid the liquidated value of their Asbestos PI Claims later than would have been the case had the claimant elected the Expedited Review Process. Subject to the provisions of Section 5.8, the Asbestos PI Trust shall devote reasonable resources to the review of all claims to ensure that there is a reasonable balance maintained in reviewing all classes of claims.

5.3(b)(2) Valuation Factors to be Considered in Individual Review.

The Asbestos PI Trust shall liquidate the value of each Asbestos PI Claim that undergoes Individual Review based on the historic liquidated values of other similarly situated claims in the tort system for the same Disease Level. The Asbestos PI Trust shall thus take into consideration all of the factors that affect the severity of damages and values within the tort system including, but not limited to credible evidence of (i) the degree to which the characteristics of a claim differ from the presumptive Medical/Exposure Criteria for the Disease Level in question; (ii) factors such as the claimant's age, disability, employment status, disruption of household, family or recreational activities, dependencies, special damages, and pain and suffering; (iii) whether the claimant's damages were (or were not) caused by asbestos exposure, including exposure to an asbestos-containing product prior to December 31, 1982, for which Kaiser has legal responsibility (for example, alternative causes, and the strength of documentation of injuries); (iv) the industry of exposure; and (v) settlements, verdicts, and the claimant's and other law firms' experience in the Claimant's Jurisdiction for similarly situated claims.

For these purposes, the “Claimant’s Jurisdiction” is the jurisdiction in which the claim was filed (if at all) against Kaiser in the tort system prior to the Petition Date. If the claim was not filed against Kaiser in the tort system prior to the Petition Date, the claimant may elect as the Claimant’s Jurisdiction either (i) the jurisdiction in which the claimant resides at the time of diagnosis or when the claim is filed with the Asbestos PI Trust; or (ii) a jurisdiction in which the claimant experienced exposure to an asbestos-containing product for which Kaiser has legal responsibility.

With respect to the “Claimant’s Jurisdiction” in the event a personal representative or authorized agent makes a claim under the Asbestos TDP for wrongful death with respect to which the governing law of the Claimant’s Jurisdiction could only be the Alabama Wrongful Death Statute, the Claimant’s Jurisdiction for such claim shall be the Commonwealth of Pennsylvania, and such claimant’s damages shall be determined pursuant to the statutory and common laws of the Commonwealth of Pennsylvania without regard to its choice of law principles. The choice of law provision in Section 7.4 below applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant’s Jurisdiction pursuant to Section 5.3(b)(2) is determined to be the Alabama Wrongful Death Statute, shall only govern the rights between the Asbestos PI Trust and the claimant, and, to the extent the Asbestos PI Trust seeks recovery from any entity that provided insurance coverage to Kaiser, the Alabama Wrongful Death Statute shall govern.

With respect to the “Claimant’s Jurisdiction” in the event a personal representative or authorized agent makes a claim under this Asbestos TDP for the death of a Kaiser employee, with respect to which the governing law of the Claimant’s Jurisdiction could only be the law of

Texas and if the basis for such claim is Article XVI, Section 26 of the Texas Constitution, the Claimant’s Jurisdiction for such claim shall be the State of Pennsylvania, and such claimant’s damages shall be determined pursuant to the statutory and common laws of the State of Pennsylvania without regard to its choice of law principles. Liability for such claim, however, shall be determined pursuant to the statutory and common laws of the State of Texas without regard to its choice of law principles. The choice of law provision in Section 7.4 below applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant’s Jurisdiction pursuant to Section 5.3(b)(2) is determined to be the law of Texas, shall govern only the rights between the Asbestos PI Trust and the claimant, and, to the extent the Asbestos PI Trust seeks recovery from any entity that provided insurance coverage to Kaiser, the law of Texas shall govern.

5.3(b)(3) Scheduled, Average and Maximum Values. The Scheduled, Average and Maximum Values for the Disease Levels compensable under this Asbestos TDP are the following:

<u>Scheduled Disease</u>	<u>Scheduled Value</u>	<u>Average Value</u>	<u>Maximum Value</u>
Mesothelioma (Level VIII)	\$ 70,000	\$ 104,000	\$ 380,000
Lung Cancer 1 (Level VII)	\$ 27,500	\$ 33,000	\$ 85,000
Lung Cancer 2 (Level VI)	None	\$ 7,000	\$ 20,000
Other Cancer (Level V)	\$ 13,800	\$ 17,300	\$ 40,000
Severe Asbestosis (Level IV)	\$ 20,750	\$ 22,000	\$ 55,000
Asbestosis/Pleural Disease (Level III)	\$ 4,850	None	None
Asbestosis/Pleural Disease			

(Level II)	\$ 700	None	None
Other Asbestos Disease Cash Discount Payment (Level I)	\$ 200	None	None

These Scheduled Values, Average Values and Maximum Values shall apply to all Asbestos Trust Voting Claims except Pre-Petition Liquidated Asbestos PI Trust Claims filed with the Asbestos PI Trust on or before the Initial Claims Filing Date as provided in Section 5.1 above. Thereafter, the Asbestos PI Trustees, with the consent of the Asbestos PI TAC and the Future Asbestos Claimants' Representative pursuant to Sections 6.7(b) and 7.7(b) of the Asbestos PI Trust Agreement, may change these valuation amounts for good cause and consistent with other restrictions on the amendment power.

5.3(b)(4) Claims Processing under Individual Review. At the conclusion of the Individual Review Process, the Asbestos PI Trust shall: (1) determine the liquidated value, if any, of the claim; and (2) advise the claimant of its determination. If the Asbestos PI Trust establishes a liquidated value, it shall tender to the claimant an offer of payment of the aforementioned determined value multiplied by the applicable Payment Percentage, together with a form of release approved by the Asbestos PI Trust. If the claimant accepts the offer of payment and returns the release properly executed, the claim shall be placed in the FIFO Payment Queue, following which the Asbestos PI Trust shall disburse payment subject to the limitations of the Maximum Annual Payment and Claims Payment Ratio, if any.

5.4 Categorizing Claims as Extraordinary and/or Exigent.

5.4(a) Extraordinary Claims. "Extraordinary Claim" means an Asbestos PI Claim that otherwise satisfies the Medical Criteria for Disease Levels IV - VIII, and that is held

by a claimant whose exposure to asbestos (i) occurred predominately as the result of working in a manufacturing facility of Kaiser during a period in which Kaiser was manufacturing asbestos-containing products at that facility, or (ii) was at least 75% the result of exposure to asbestos-containing product for which Kaiser has legal responsibility, and there is little likelihood of a substantial recovery elsewhere. All such Extraordinary Claims shall be presented for Individual Review and, if valid, shall be entitled to an award of up to an extraordinary maximum value of five (5) times the Scheduled Value for claims qualifying for Disease Levels IV, V and VII, eight (8) times the Scheduled Value for claims qualifying for Disease Level VIII, and five (5) times the Average Value for claims in Disease Level VI, multiplied by the applicable Payment Percentage.

Any dispute as to Extraordinary Claim status shall be submitted to a special Extraordinary Claims Panel established by the Asbestos PI Trustees with the consent of the Asbestos PI TAC and the Future Asbestos Claimants' Representative. All decisions of the Extraordinary Claims Panel shall be final and not subject to any further administrative or judicial review. An Extraordinary Claim, following its liquidation, shall be placed in the Asbestos PI Trust's FIFO Payment Queue ahead of all other Asbestos PI Claims except Disease Level I Claims and Exigent Claims, which shall be paid first in that order in said Queue, based on its date of liquidation and shall be subject to the Maximum Available Payment and Claims Payment Ratio described above.

5.4(b) Exigent Claims. At any time the Asbestos PI Trust may liquidate and pay Asbestos PI Claims that qualify as Exigent Health Claims or Exigent Hardship Claims as defined below. Such claims may be considered separately under the Individual Review Process, no

matter what the order of processing otherwise would have been under this Asbestos TDP, subject to the application of the Claims Payment Ratio set forth in Section 2.6. An Exigent Claim, following its liquidation, shall be placed first in the FIFO Payment Queue ahead of all other liquidated Asbestos PI Claims except Disease Level I Claims, and shall be subject to the Maximum Available Payment and Claims Payment Ratio described above.

5.4(b)(1) Exigent Health Claims. A claim qualifies as an Exigent Health Claim if the claim meets the Medical/Exposure Criteria for Mesothelioma (Disease Level VIII) and the claimant is living when the claim is filed. A claim in Disease Levels IV-VIII qualifies as an Exigent Health Claim if the claim meets the Medical/Exposure Criteria for the disease level, and the claimant provides a declaration or affidavit made under penalty of perjury by a physician who has examined the claimant within one hundred twenty (120) days of the date of declaration or affidavit in which the physician states (a) that there is substantial medical doubt that the claimant will survive beyond six (6) months from the date of the declaration or affidavit, and (b) that the claimant's terminal condition is caused by the relevant asbestos-related disease.

5.4(b)(2) Exigent Hardship Claims. An Asbestos PI Claim qualifies for payment as an Exigent Hardship Claim if the claim meets the Medical/Exposure Criteria for Severe Asbestosis (Disease Level IV) or an asbestos-related malignancy (Disease Levels V - VIII), and the Asbestos PI Trust, in its sole discretion, determines (i) that the claimant needs financial assistance on an immediate basis based on the claimant's expenses and all sources of available income, and (ii) that there is a causal connection between the claimant's dire financial condition and the claimant's asbestos-related disease.

5.5 Secondary Exposure Claims. If a claimant alleges an asbestos-related disease resulting solely from exposure to an occupationally-exposed person, such as a family member, the claimant must seek Individual Review of his or her claim pursuant to Section 5.3(b) above. In such a case, the claimant must establish that the occupationally-exposed person would have met the exposure requirements under this Asbestos TDP that would have been applicable had that person filed a direct claim against the Asbestos PI Trust. In addition, the claimant with secondary exposure must establish that he or she is suffering from one of the eight Disease Levels described in Section 5.3(a)(3) above or an asbestos-related disease otherwise compensable under the Asbestos TDP, that his or her own exposure to the occupationally-exposed person occurred within the same time frame as the occupationally-exposed person was exposed to asbestos products produced by Kaiser, and that such secondary exposure was a cause of the claimed disease. The proof of claim form included in Attachment B hereto contains an additional section for Secondary Exposure Claims. All other liquidation and payment rights and limitations under this Asbestos TDP shall be applicable to such claims.

5.6 Indirect Asbestos PI Trust Claims. Indirect Asbestos PI Trust Claims asserted against the Asbestos PI Trust based upon theories of contribution or indemnification under applicable law, shall be treated as presumptively valid and paid by the Asbestos PI Trust subject to the applicable Payment Percentage if (a) such claim satisfied the requirements of the Bar Date for such claims established by the Bankruptcy Court, if applicable, and is not otherwise disallowed by Section 502(e) of the Code or subordinated under Section 509(c) of the Code, and (b) the holder of such claim (the “Indirect Claimant”) establishes to the satisfaction of the Asbestos PI Trustees that (i) the Indirect Claimant has paid in full the existing liability and obligation of the Asbestos PI Trust to the individual claimant to whom the Asbestos PI Trust

would otherwise have had a liability or obligation under these Procedures (the “Direct Claimant”), (ii) the Direct Claimant and the Indirect Claimant have forever and fully released the Asbestos PI Trust from all liability to the Direct Claimant with respect to the Asbestos PI Trust Claim satisfied by the Indirect Claimant, and (iii) the claim is not otherwise barred by a statute of limitations or repose or by other applicable law. In no event shall any Indirect Claimant have any rights against the Asbestos PI Trust superior to the rights of the related Direct Claimant against the Asbestos PI Trust, including any rights with respect to the timing, amount or manner of payment. In addition, no Indirect Claim may be liquidated and paid in an amount that exceeds what the Indirect Claimant has actually paid the related Direct Claimant.

To establish a presumptively valid Indirect Asbestos PI Trust Claim, the Indirect Claimant’s aggregate liability for the Direct Claimant’s claim must also have been fixed, liquidated and paid fully by the Indirect Claimant by settlement (with an appropriate full release in favor of the Asbestos PI Trust) or a Final Order (as defined in the Plan) provided that such claim is valid under the applicable state law. In any case where the Indirect Claimant has satisfied the claim of a Direct Claimant against the Asbestos PI Trust under applicable law by way of a settlement, the Indirect Claimant shall obtain for the benefit of the Asbestos PI Trust a release in form and substance satisfactory to the Asbestos PI Trustees.

If an Indirect Claimant cannot meet the presumptive requirements set forth above, including the requirement that the Indirect Claimant provide the Asbestos PI Trust with a full release of the Direct Claimant’s claim, the Indirect Claimant may request that the Asbestos PI Trust review the Indirect Asbestos PI Trust Claim individually to determine whether the Indirect Claimant can establish under applicable state law that the Indirect Claimant has paid all or a

portion of a liability or obligation that the Asbestos PI Trust had to the Direct Claim as of the Effective Date. If the Indirect Claimant can show that it has paid all or a portion of such a liability or obligation, the Asbestos PI Trust shall reimburse the Indirect Claimant the amount of the liability or obligation so paid, times the then-applicable Payment Percentage. However, in no event shall such reimbursement to the Indirect Claimant be greater than the amount to which the Direct Claimant would have otherwise been entitled. Further, the liquidated value of any Indirect Asbestos PI Trust Claim paid by the Asbestos PI Trust to an Indirect Claimant shall be treated as an offset to or reduction of the full liquidated value of any Asbestos PI Claim that might be subsequently asserted by the Direct Claimant against the Asbestos PI Trust.

Any dispute between the Asbestos PI Trust and an Indirect Claimant over whether the Indirect Claimant has a right to reimbursement for any amount paid to a Direct Claimant shall be subject to the ADR procedures provided in Section 5.10 below and set forth in Attachment A hereto. If such dispute is not resolved by said ADR procedures, the Indirect Claimant may litigate the dispute in the tort system pursuant to Sections 5.11 and 7.6 below.

The Asbestos PI Trustees may develop and approve a separate proof of claim form for such Indirect Asbestos PI Trust Claims. Indirect Asbestos PI Trust Claims that have not been disallowed, discharged, or otherwise resolved by prior order of the Bankruptcy Court shall be processed in accordance with procedures to be developed and implemented by the Asbestos PI Trustees, consistent with the provisions of this Section 5.6, which procedures (a) shall determine the validity, allowability and enforceability of such claims; and (b) shall otherwise provide the same liquidation and payment procedures and rights to the holders of such claims as the Asbestos PI Trust would have afforded the holders of the underlying valid Asbestos PI Claims.

Nothing in this Asbestos TDP is intended to preclude a trust to which asbestos-related liabilities are channeled from asserting an Indirect Asbestos PI Trust Claim against the Asbestos PI Trust subject to the requirements set forth herein.

5.7 Evidentiary Requirements.

5.7(a) Medical Evidence.

5.7(a)(1) In General. All diagnoses of a Disease Level shall be accompanied by either (i) a statement by the physician providing the diagnosis that at least ten (10) years have elapsed between the date of first exposure to asbestos or asbestos-containing products and the diagnosis, or (ii) a history of the claimant's exposure sufficient to establish a 10-year latency period. A finding by a physician after the Effective Date that a claimant's disease is "consistent with" or "compatible with" asbestosis shall not alone be treated by the Asbestos PI Trust as a diagnosis.⁵

5.7(a)(1)(A) Disease Levels I - IV. Except for asbestos claims filed against Kaiser or any other defendant in the tort system prior to the Petition Date, all diagnoses of a non-malignant asbestos-related disease (Disease Levels I - IV) shall be based in the case of a claimant who was living at the time the claim was filed, upon a physical examination of the claimant by the physician providing the diagnosis of the asbestos-related disease. All living claimants must also provide (i) for Disease Levels I - III, evidence of Bilateral Asbestos-Related Nonmalignant Disease (as defined in Footnote 2 above); (ii) for Disease Level

⁵ All diagnoses of Asbestosis/Pleural Disease (Disease Levels II and III) not based on pathology shall be presumed to be based on findings of bilateral asbestosis or pleural disease, and all diagnoses of Mesothelioma (Disease Level VIII) shall be presumed to be based on findings that the disease involves a malignancy. However, the Asbestos PI Trust may refute such presumptions.

IV, an ILO reading of 2/1 or greater or pathological evidence of asbestosis, and (iii) for Disease Levels III and IV, pulmonary function testing.⁶

In the case of a claimant who was deceased at the time the claim was filed, all diagnoses of a non-malignant asbestos-related disease (Disease Levels I - IV) shall be based upon either (i) a physical examination of the claimant by the physician providing the diagnosis of the asbestos-related disease; or (ii) pathological evidence of the non-malignant asbestos-related disease; or (iii) in the case of Disease Levels I - III, evidence of Bilateral Asbestos-Related Nonmalignant Disease (as defined in Footnote 2 above), and for Disease Level IV, either an ILO reading of 2/1 or greater or pathological evidence of asbestosis; and (iv) for either Disease Level III or IV, pulmonary function testing.

5.7(a)(1)(B) Disease Levels V - VIII. All diagnoses of an asbestos-related malignancy (Disease Levels V – VIII) shall be based upon either (i) a physical examination of the claimant by the physician providing the diagnosis of the asbestos-related disease, or (ii) a diagnosis of such a malignant Disease Level by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations (“JCAHO”).

⁶ “Pulmonary function testing” or “PFT” shall mean spirometry testing that is in material compliance with the quality criteria established by the American Thoracic Society (“ATS”) and is performed on equipment which is in material compliance with ATS standards for technical quality and calibration. PFT performed in a hospital accredited by the JCAHO, or performed, reviewed or supervised by a board certified pulmonologist or other Qualified Physician shall be presumed to comply with ATS standards, and the claimant may submit a summary report of the testing. If the PFT was not performed in a JCAHO accredited hospital, or performed, reviewed or supervised by a board certified pulmonologist or other Qualified Physician, the claimant must submit the full report of the testing (as opposed to a summary report); provided, however, that if the PFT was conducted prior to the Effective Date of the Plan and the full PFT report is not available, the claimant must submit a declaration signed by a Qualified Physician or other party who is qualified to make a certification regarding the PFT in the form provided by the Asbestos PI Trust certifying that the PFT was conducted in material compliance with ATS standards.

5.7(a)(1)(C) Exception to the Exception for Certain Pre-

Petition Claims. If the holder of an Asbestos PI Claim that was filed against Kaiser or any other defendant in the tort system prior to the Petition Date has available a report of a diagnosing physician engaged by the holder or his or her law firm who conducted a physical examination of the holder as described in Section 5.7(a)(1)(A), or if the holder has filed such medical evidence and/or diagnosis of asbestos-related disease by a physician not engaged by the holder or his or her law firm who conducted a physical examination of the claimant with another asbestos-related personal injury settlement trust that requires such evidence, without regard to whether the claimant or the law firm engaged the diagnosing physician, the holder shall provide such medical evidence to the Asbestos PI Trust notwithstanding the exception in Section 5.7(a)(1)(A).

5.7(a)(2) Credibility of Medical Evidence. Before making any payment to a claimant, the Asbestos PI Trust must have reasonable confidence that the medical evidence provided in support of the claim is credible and consistent with recognized medical standards. The Asbestos PI Trust may require the submission of X-rays, CT scans, detailed results of pulmonary function tests, laboratory tests, tissue samples, results of medical examination or reviews of other medical evidence, and may require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods and procedures to assure that such evidence is reliable. Medical evidence (i) that is of a kind shown to have been received in evidence by a state or federal judge at trial, (ii) that is consistent with evidence submitted to Kaiser to settle for payment similar disease cases prior to Kaiser's bankruptcy, or (iii) that is a diagnosis by a physician shown to have previously qualified as a medical expert with respect to the asbestos-related disease in question before a state or federal judge, is presumptively reliable, although the Asbestos PI Trust may seek to rebut the presumption.

In addition, claimants who otherwise meet the requirements of this Asbestos TDP for payment of an Asbestos PI Claim shall be paid irrespective of the results in any litigation at any time between the claimant and any other defendant in the tort system. However, any relevant evidence submitted in a proceeding in the tort system involving another defendant, other than any findings of fact, a verdict, or a judgment, may be introduced by either the claimant or the Asbestos PI Trust in any Individual Review proceeding conducted pursuant to Section 5.3(b) or any Extraordinary Claim proceeding conducted pursuant to Section 5.4(a).

5.7(b) Exposure Evidence.

5.7(b)(1) In General. As set forth in Section 5.3(a)(3) above, to qualify for any Disease Level, the claimant must demonstrate a minimum exposure to an asbestos-containing product or to conduct for which Kaiser has legal responsibility. Claims based on conspiracy theories that involve no such exposure or conduct are not compensable under this Asbestos TDP. To meet the presumptive exposure requirements of Expedited Review set forth in Section 5.3(a)(3) above, the claimant must show (i) for all Disease Levels, Kaiser Exposure as defined in Section 5.7(b)(3) below prior to December 31, 1982; (ii) for Asbestos/Pleural Disease Level II, six (6) months Kaiser Exposure prior to December 31, 1982, plus five (5) years cumulative occupational asbestos exposure; and (iii) for Asbestosis/Pleural Disease (Disease Level III), Severe Asbestosis (Disease Level IV), Other Cancer (Disease Level V) or Lung Cancer 1 (Disease Level VII), the claimant must show six (6) months Kaiser Exposure prior to December 31, 1982, plus Significant Occupational Exposure to asbestos as defined below. If the claimant cannot meet the relevant presumptive exposure requirements for a Disease Level

eligible for Expedited Review, the claimant may seek Individual Review of his or her claim based on exposure to an asbestos-containing product for which Kaiser has legal responsibility.

5.7(b)(2) Significant Occupational Exposure. “Significant Occupational Exposure” means employment for a cumulative period of at least five (5) years, with a minimum of two (2) years prior to December 31, 1982, in an industry and an occupation in which the claimant (a) handled raw asbestos fibers on a regular basis; (b) fabricated asbestos-containing products so that the claimant in the fabrication process was exposed on a regular basis to raw asbestos fibers; (c) altered, repaired or otherwise worked with an asbestos-containing product such that the claimant was exposed on a regular basis to asbestos fibers; or (d) was employed in an industry and occupation such that the claimant worked on a regular basis in close proximity to workers engaged in the activities described in (a), (b) and/or (c).

5.7(b)(3) Kaiser Exposure. The claimant must demonstrate meaningful and credible exposure prior to December 31, 1982, to asbestos or asbestos-containing products supplied, specified, manufactured, installed, maintained, or repaired by Kaiser and/or any entity, including a contracting unit, for which Kaiser has legal responsibility. That meaningful and credible exposure evidence may be established by an affidavit or sworn statement of the claimant, by an affidavit or sworn statement of one or more co-workers or the affidavit or sworn statement of a family member in the case of a deceased claimant (providing the Asbestos PI Trust finds such evidence reasonably reliable), by invoices, employment, construction or similar records, or by other credible evidence. The specific exposure information required by the Asbestos PI Trust to process a claim under either Expedited or Individual Review is set forth on the proof of claim form to be used by the Asbestos PI Trust, which is attached as Attachment B

hereto. The Asbestos PI Trust can also require submission of other or additional evidence of exposure when it deems such to be necessary.

Evidence submitted to establish proof of exposure to Kaiser products is for the sole benefit of the Asbestos PI Trust, not third parties or defendants in the tort system. The Asbestos PI Trust has no need for, and therefore claimants are not required to furnish the Asbestos PI Trust with evidence of exposure to specific asbestos products other than those for which Kaiser has legal responsibility, except to the extent such evidence is required elsewhere in the Asbestos TDP. Similarly, failure to identify Kaiser products in the claimant's underlying tort action, or to other bankruptcy trusts, does not preclude the claimant from recovering from the Asbestos PI Trust, provided the claimant otherwise satisfies the medical and exposure requirements of the Asbestos TDP.

5.8 Claims Audit Program. The Asbestos PI Trustees, with the consent of the members of the Asbestos PI TAC and the Futures Claimants' Representative, may develop methods for auditing the reliability of medical evidence, including additional reading of X-rays, CT scans and verification of pulmonary function tests, as well as the reliability of evidence of exposure to asbestos, including exposure to asbestos-containing products manufactured or distributed by Kaiser prior to December 31, 1982. In the event that the Asbestos PI Trust reasonably determines that any individual or entity has engaged in a pattern or practice of providing unreliable medical evidence to the Asbestos PI Trust or any other asbestos trust, it may decline to accept additional evidence from such provider in the future.

Furthermore, in the event that an audit reveals any instance of fraud or submission of fraudulent information to the Asbestos PI Trust, the Asbestos PI Trust may penalize any claimant

whether the Asbestos PI Trust's outright rejection or denial of a claim was proper, or whether the claimant's medical condition or exposure history meets the requirements of this Asbestos TDP for purposes of categorizing a claim involving Disease Levels I – IV, VII and VIII. Binding and non-binding arbitration shall also be available for resolving disputes over the liquidated value of a claim involving Disease Levels IV – VIII as well as disputes over Kaiser's share of the unpaid portion of a Pre-Petition Liquidated Asbestos PI Trust Claim described in Section 5.2 above and disputes over the validity of an Indirect Asbestos PI Trust Claim.

In all arbitrations where relevant, the arbitrator shall consider the same medical and exposure evidentiary requirements that are set forth in Section 5.7 above. In the case of an arbitration involving the liquidated value of a claim involving Disease Levels II – VIII, the arbitrator shall consider the same valuation factors that are set forth in Section 5.3(b)(2) above. With respect to all claims eligible for arbitration, the claimant, but not the Asbestos PI Trust, may elect either non-binding or binding arbitration. The ADR Procedure set forth in Attachment A hereto may be modified by the Asbestos PI Trustees with the consent of the Asbestos PI TAC and the Future Asbestos Claimants' Representative. Such amendments may include adoption of mediation procedures as well as establishment of an Extraordinary Claims Panel to review such claims pursuant to Section 5.4(a) above.

5.10(b) Claims Eligible for Arbitration. In order to be eligible for arbitration, the claimant must first complete the Individual Review Process set forth in Section 5.3(b) above as well as either Pro Bono Evaluation or Mediation set forth in the ADR Procedures included in Attachment A with respect to the disputed issue. Individual Review shall be treated as completed for these purposes when the claim has been individually reviewed by the Asbestos PI Trust, the

Asbestos PI Trust has made an offer on the claim, the claimant has rejected the liquidated value resulting from the Individual Review, and the claimant has notified the Asbestos PI Trust of the rejection in writing. Individual Review shall also be treated as completed if the Asbestos PI Trust has rejected the claim.

5.10(c) Claims Arbitration. The claims of one or more claimants may not be aggregated for purposes of arbitration and each individual claimant's arbitration shall be treated for all purposes as a separate action. .

5.10 (d) Limitations on and Payment of Arbitration Awards. In the case of a non-Extraordinary Claim involving Disease Levels IV – VIII, the arbitrator shall not return an award in excess of the Maximum Value for the appropriate Disease Level as set forth in Section 5.3(a)(4) above, and for an Extraordinary Claim involving one of those Disease Levels, the arbitrator shall not return an award greater than the maximum extraordinary value for such a claim as set forth in Section 5.4(a) above. For claims involving Disease Levels I – III, the arbitrator shall not award more than the Scheduled Value for such claims. A claimant who submits to arbitration and who accepts the arbitral award shall receive payments in the same manner as one who accepts the Asbestos PI Trust's original valuation of the claim.

5.11 Litigation. Claimants who elect non-binding arbitration and then reject their arbitral awards retain the right to institute a lawsuit in the tort system against the Asbestos PI Trust pursuant to Section 7.6 below. However, a claimant shall be eligible for payment of a judgment for monetary damages obtained in the tort system from the Asbestos PI Trust's available cash only as provided in Section 7.7 below.

SECTION VI

Claims Materials

6.1 Claims Materials. The Asbestos PI Trust shall prepare suitable and efficient claims materials (“Claims Materials”) for all Asbestos PI Claims, and shall provide such Claims Materials upon a written request for such materials to the Asbestos PI Trust. In developing its claim filing procedures, the Asbestos PI Trust shall make every reasonable effort to provide claimants with the opportunity to utilize currently available technology at their discretion, including filing claims and supporting documentation over the internet and electronically by disk or CD-Rom. The proof of claim form to be submitted to the Asbestos PI Trust shall require the claimant to assert the highest Disease Level for which the claim qualifies at the time of filing. The proof of claim form shall also include a certification by the claimant or his or her attorney sufficient to meet the requirements of Rule 11(b) of the Federal Rules of Civil Procedure. A copy of the proof of claim form to be used by the Asbestos PI Trust for unliquidated Asbestos PI Claims is included in Attachment B hereto. The proof of claim form may be changed by the Asbestos PI Trustees with the consent of the Asbestos PI TAC and the Future Asbestos Claimants’ Representative.

6.2 Content of Claims Materials. The Claims Materials shall include a copy of this Asbestos TDP, such instructions as the Asbestos PI Trustees shall approve, and a detailed proof of claim form. If requested by the claimant, the Asbestos PI Trust shall accept information provided electronically. The claimant may, but shall not be required to, provide the Asbestos PI Trust with evidence of recovery from other asbestos defendants and claims resolution organizations.

6.3 Withdrawal or Deferral of Claims. A claimant can withdraw an Asbestos PI Claim at any time upon written notice to the Asbestos PI Trust and file another such claim subsequently without affecting the status of the claim for statute of limitations purposes, but any such claim filed after withdrawal shall be given a place in the FIFO Processing Queue based on the date of such subsequent filing. A claimant can also request that the processing of his or her Asbestos PI Claim by the Asbestos PI Trust be deferred for a period not to exceed three (3) years without affecting the status of the claim for statute of limitation purposes, in which case the claimant shall also retain his or her original place in the FIFO Processing Queue. Except for Asbestos PI Claims held by representatives of deceased, incompetent or minor claimants for which court or probate approval of the Asbestos PI Trust's offer is required, or an Asbestos PI Claim for which deferral status has already been granted, a claim shall be deemed to have been deferred for a period of three (3) years if the claimant neither accepts, rejects, nor initiates arbitration within six (6) months of the Asbestos PI Trust's offer of payment of the claim. During any period of deferral, a sequencing adjustment on such claimant's Asbestos PI Trust Claim as provided in Section 7.5 hereunder shall not accrue and payment thereof shall be deemed waived by the claimant. A claim shall be deemed to have been withdrawn if the claimant does not initiate arbitration or take any similar action within six (6) months of the Asbestos PI Trust's rejection of the claim. Upon written request and good cause, the Asbestos PI Trust may extend either the deferral or withdrawal period for an additional six (6) months.

6.4 Filing Requirements and Fees. The Asbestos PI Trustees shall have the discretion to determine, with the consent of the Asbestos PI TAC and the Futures Representative, (a) whether a claimant must have previously filed an asbestos-related personal injury claim in the

tort system to be eligible to file the claim with the Asbestos PI Trust and (b) whether a filing fee should be required for any Asbestos PI Claims.

6.5 Confidentiality of Claimants' Submissions. All submissions to the Asbestos PI Trust by a holder of an Asbestos PI Claim or a proof of claim form and materials related thereto shall be treated as made in the course of settlement discussions between the holder and the Asbestos PI Trust and intended by the parties to be confidential and to be protected by all applicable state and federal privileges, including, but not limited to, those directly applicable to settlement discussions. The Asbestos PI Trust will preserve the confidentiality of such claimant submissions, and shall disclose the contents thereof only (a) with the permission of the holder, to another trust established for the benefit of asbestos personal injury claimants pursuant to section 524(g) and/or section 105 of the Bankruptcy Code or other applicable law, (b) to such other persons as authorized by the holder, (c) in response to a valid subpoena of such materials issued by the Bankruptcy Court, (d) as provided in Section 2.2(c) above and (e) as provided in Section 1.4(f) of the Asbestos PI Trust Agreement. Furthermore, the Asbestos PI Trust shall provide counsel for the holder a copy of any subpoena referred to in (c) immediately upon being served. The Asbestos PI Trust shall on its own initiative or upon request of the claimant in question take all necessary and appropriate steps to preserve said privilege before the Bankruptcy Court and before those courts having appellate jurisdiction related thereto.

SECTION VII

General Guidelines for Liquidating and Paying Claims

7.1 Showing Required. To establish a valid Asbestos PI Claim, a claimant must meet the requirements set forth in this Asbestos TDP. The Asbestos PI Trust may require the submission of X-rays, CT scans, laboratory tests, medical examinations or reviews, other medical evidence, or any other evidence to support or verify the claim, and may further require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods, and procedures to assure that such evidence is reliable. All deadlines established herein shall be extended by a period commensurate with the time which elapses between the Asbestos PI Trust's request for additional information and the date the information or evidence is submitted by the claimant.

7.2 Costs Considered. Notwithstanding any provisions of this Asbestos TDP to the contrary, the Asbestos PI Trustees shall always give appropriate consideration to the cost of investigating and uncovering invalid Asbestos PI Claims so that the payment of valid Asbestos PI Claims is not further impaired by such processes with respect to issues related to the validity of the medical evidence supporting an Asbestos PI Claim. The Asbestos PI Trustees shall also have the latitude to make judgments regarding the amount of transaction costs to be expended by the Asbestos PI Trust so that valid Asbestos PI Claims are not unduly further impaired by the costs of additional investigation. Nothing herein shall prevent the Asbestos PI Trustees, in appropriate circumstances, from contesting the validity of any claim against the Asbestos PI Trust whatever the costs, or from declining to accept medical evidence from sources that the

Asbestos PI Trustees have determined to be unreliable pursuant to the Claims Audit Program described in Section 5.8 above.

7.3 Discretion to Vary the Order and Amounts of Payments in Event of Limited

Liquidity. Consistent with the provisions hereof and subject to the FIFO Processing and Payment Queues, the Maximum Annual Payment, the Maximum Available Payment and the Claims Payment Ratio requirements set forth above, the Asbestos PI Trustees shall proceed as quickly as possible to liquidate valid Asbestos PI Claims, and shall make payments to holders of such claims in accordance with this Asbestos TDP promptly as funds become available and as claims are liquidated, while maintaining sufficient resources to pay future valid claims in substantially the same manner.

Because the Asbestos PI Trust's income over time remains uncertain, and decisions about payments must be based on estimates that cannot be done precisely, they may have to be revised in light of experiences over time, and there can be no guarantee of any specific level of payment to claimants. However, the Asbestos PI Trustees shall use their best efforts to treat similar claims in substantially the same manner, consistent with their duties as Asbestos PI Trustees, the purposes of the Asbestos PI Trust, the established allocation of funds to claims in Categories A and B, and the practical limitations imposed by the inability to predict the future with precision. In the event that the Asbestos PI Trust faces temporary periods of limited liquidity, the Asbestos PI Trustees may, with the consent of the Asbestos PI TAC and the Future Asbestos Claimants' Representative, suspend the normal order of payment and may temporarily limit or suspend payments altogether, and may offer a Reduced Payment Option as described in Section 2.6 above.

7.4 Punitive Damages. Except as provided below for claims asserted under the Alabama Wrongful Death Statute or under the law of Texas for the death of a Kaiser employee, in determining the value of any liquidated or unliquidated Asbestos PI Claim, punitive or exemplary damages, *i.e.*, damages other than compensatory damages, shall not be considered or allowed, notwithstanding their availability in the tort system. Similarly, no punitive or exemplary damages shall be payable with respect to any claim litigated against the Asbestos PI Trust in the tort system pursuant to Sections 5.11 above and 7.6 below. The only damages that may be awarded pursuant to this Asbestos TDP to Alabama Claimants who are deceased and whose personal representatives pursue their claims only under the Alabama Wrongful Death Statute shall be compensatory damages determined pursuant to the statutory and common law of the Commonwealth of Pennsylvania, without regard to its choice of law principles. The choice of law provision in Section 7.4 herein applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant's Jurisdiction pursuant to Section 5.3(b)(2) is determined to be the Alabama Wrongful Death Statute, shall only govern the rights between the Asbestos PI Trust and the claimant including, but not limited to, suits in the tort system pursuant to Section 7.6, and to the extent the Asbestos PI Trust seeks recovery from any entity that provided insurance to Kaiser, the Alabama Wrongful Death Statute shall govern.

The only damages that may be awarded pursuant to this Asbestos TDP to Texas Claimants who are deceased Kaiser employees and whose personal representatives or authorized agents pursue their claims only under the law of Texas and whose claims are based on Article XVI, Section 26 of the Texas Constitution shall be compensatory damages determined pursuant to the statutory and common law of the State of Pennsylvania, without regard to its choice of law principles. The choice of law provision in Section 7.4 herein applicable to any claim with

respect to which, but for this choice of law provision, the applicable law of the Claimant's Jurisdiction pursuant to Section 5.3(b)(2) is determined to be the law of Texas, shall govern only the rights between the Asbestos PI Trust and the claimant including, but not limited to, suits in the tort system pursuant to Section 7.6, and to the extent the Asbestos PI Trust seeks recovery from any entity that provided insurance to Kaiser, the law of Texas shall govern.

7.5 Sequencing Adjustments.

7.5(a) In General. Except for Asbestos PI Claims involving Other Asbestos Disease (Disease Level I – Cash Discount Payment) and subject to the limitations set forth below, a sequencing adjustment shall be paid on all Asbestos PI Claims with respect to which the claimant has had to wait a year or more for payment, provided, however, that no claimant shall receive a sequencing adjustment for a period in excess of seven (7) years. The initial sequencing adjustment factor shall be six percent (6%) per annum for the first five (5) years after the Effective Date; thereafter, the Asbestos PI Trustees shall have the discretion to change the sequencing adjustment factor with the consent of the Asbestos PI TAC and the Future Asbestos Claimants' Representative.

7.5(b) Unliquidated Asbestos PI Trust Claims. A sequencing adjustment shall be payable on the Scheduled Value of any unliquidated Asbestos PI Trust Claim that meets the requirements of Disease Levels II – V, VII and VIII, whether the claim is liquidated under Expedited Review, Individual Review, or by arbitration. No sequencing adjustment shall be paid on any claim involving Disease Level I, or on any claim liquidated in the tort system pursuant to Section 5.11 above and Section 7.6 below. The sequencing adjustment on an unliquidated Asbestos PI Trust Claim that meets the requirements of Disease Level VI shall be based on the

Average Value of such a claim. Sequencing adjustments on all such unliquidated claims shall be measured from the date of payment back to the earliest of the date that is one year after the date on which (a) the claim was filed against Kaiser prior to the Petition Date; (b) the claim was filed against another defendant in the tort system on or after the Petition Date but before the Effective Date; or (c) the claim was filed with the Asbestos PI Trust after the Effective Date.

Notwithstanding the provisions hereof, a sequencing adjustment shall not accrue during any period where the Asbestos PI Trust's provision of payment to a claimant is delayed as the result of the claimant's failure to provide the Asbestos PI Trust with additional information as requested under Section 7.1 above.

7.5(c) Liquidated Pre-Petition Asbestos PI Trust Claims. A sequencing adjustment shall also be payable on the liquidated value of all Pre-Petition Liquidated Asbestos PI Trust Claims described in Section 5.2(a) above. In the case of Pre-Petition Liquidated Asbestos PI Trust Claims liquidated by verdict or judgment, the sequencing adjustment shall be measured from the date of payment back to the date that is one year after the date that the verdict or judgment was entered. In the case of Pre-Petition Liquidated Asbestos PI Trust Claims liquidated by a binding, judicially enforceable settlement, the sequencing adjustment shall be measured from the date of payment back to the date that is one year after the Petition Date. Notwithstanding the provisions hereof, a sequencing adjustment shall not accrue during any period where the Asbestos PI Trust's provision of payment to a claimant is delayed as the result of the claimant's failure to provide the Asbestos PI Trust with additional information as requested under Section 7.1 above.

7.6 Suits in the Tort System. If the holder of a disputed claim disagrees with the Asbestos PI Trust's determination regarding the Disease Level of the claim, the claimant's exposure history or the liquidated value of the claim, and if the holder has first submitted the claim to non-binding arbitration as provided in Section 5.10 above, the holder may file a lawsuit in the Claimant's Jurisdiction as defined in Section 5.3. Any such lawsuit must be filed by the claimant in his or her own right and name and not as a member or representative of a class, and no such lawsuit may be consolidated with any other lawsuit. All defenses (including, with respect to the Asbestos PI Trust, all defenses which could have been asserted by Kaiser) shall be available to both sides at trial; however, the Asbestos PI Trust may waive any defense and/or concede any issue of fact or law. If the claimant was alive at the time the initial Pre-Petition complaint was filed or on the date the proof of claim was filed with the Asbestos PI Trust, the case shall be treated as a personal injury case with all personal injury damages to be considered even if the claimant has died during the pendency of the claim.

7.7 Payment of Judgments for Money Damages. If and when a claimant obtains a judgment in the tort system, the claim shall be placed in the FIFO Payment Queue based on the date on which the judgment became a final non-appealable judgment. Thereafter, the claimant shall receive from the Asbestos PI Trust an initial payment (subject to the applicable Payment Percentage, the Maximum Available Payment, and the Claims Payment Ratio provisions set forth above) of an amount equal to one-hundred percent (100%) of the greater of (i) the Asbestos PI Trust's last offer to the claimant or (ii) the award that the claimant declined in non-binding arbitration. The claimant shall receive the balance of the judgment, if any, in five equal installments in years six (6) through ten (10) following the year of the initial payment (also subject to the applicable Payment Percentage, the Maximum Available Payment and the Claims

Payment Ratio provisions set forth above in effect on the date of the payment of the subject installment).

In the case of non-Extraordinary claims involving Disease Levels IV - VIII, the total amounts paid with respect to such claims shall not exceed the Maximum Values for such Disease Levels set forth in Section 5.3(b)(3). In the case of Extraordinary Claims, the total amounts paid with respect to such claims shall not exceed the maximum extraordinary value for such claims set forth in Section 5.4(a) above. In the case of claims involving Disease Levels I – III, the total amounts paid with respect to such claims shall not exceed the Scheduled Value of such claims. Under no circumstances shall either a sequencing adjustment be paid pursuant to Section 7.5 or interest be paid under any statute on any judgments obtained in the tort system pursuant to Sections 5.11 and 7.6 above.

7.8 Releases. The Asbestos PI Trustees shall have the discretion to determine the form and substance of the releases to be provided to the Asbestos PI Trust in order to maximize recovery for claimants against other tortfeasors without increasing the risk or amount of claims for indemnification or contribution from the Asbestos PI Trust. As a condition to making any payment to a claimant, the Asbestos PI Trust shall obtain a general, partial, or limited release as appropriate in accordance with the applicable state or other law. If allowed by state law, the endorsing of a check or draft for payment by or on behalf of a claimant shall constitute such a release.

7.9 Third-Party Services. Nothing in this Asbestos TDP shall preclude the Asbestos PI Trust from contracting with another asbestos claims resolution organization to provide services to the Asbestos PI Trust so long as decisions about the categorization and liquidated

value of Asbestos PI Trust Claims are based on the relevant provisions of this Asbestos TDP, including the Disease Levels, Scheduled Values, Average Values, Maximum Values, and Medical/Exposure Criteria set forth above.

7.10 Asbestos PI Trust Disclosure of Information. Periodically, but not less often than once a year, the Asbestos PI Trust shall make available to claimants and other interested parties, the number of claims by Disease Levels that have been resolved both by the Individual Review Process and by arbitration as well as by litigation in the tort system indicating the amounts of the awards and the averages of the awards by jurisdiction.

SECTION VIII

Miscellaneous

8.1 Amendments. Except as otherwise provided herein, the Asbestos PI Trustees may amend, modify, delete, or add to any provisions of this Asbestos TDP (including, without limitation, amendments to conform this Asbestos TDP to advances in scientific or medical knowledge, enactment of federal legislation creating a federal fund to compensate asbestos personal injury claimants, or other changes in circumstances), provided they first obtain the consent of the Asbestos PI TAC and the Future Asbestos Claimants' Representative pursuant to the Consent Process set forth in Sections 6.7(b) and 7.7(b) of the Asbestos PI Trust Agreement, except that the right to amend the Claims Payment Ratio is governed by the restrictions in Section 2.6 above, and the right to adjust the Payment Percentage is governed by Section 4.2 above. Nothing herein is intended to preclude the Asbestos PI TAC or the Future Asbestos Claimants' Representative from proposing to the Asbestos PI Trustees, in writing, amendments to the Asbestos TDP. Any amendment proposed by the Asbestos PI TAC or the Future Asbestos

Claimants' Representative shall remain subject to Section 8.4 of the Asbestos Personal Injury Trust Agreement.

8.2 Severability. Should any provision contained in this Asbestos TDP be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Asbestos TDP. Should any provision contained in this Asbestos TDP be determined to be inconsistent with or contrary to Kaiser's obligations to any insurance company providing insurance coverage to Kaiser in respect of claims for personal injury based on exposure to asbestos-containing products manufactured or produced by Kaiser, the Asbestos PI Trustees with the consent of the Asbestos PI TAC and the Future Asbestos Claimants' Representative, may amend this Asbestos TDP and/or the Asbestos PI Trust Agreement to make the provisions of either or both documents consistent with the duties and obligations of Kaiser to said insurance company.

8.3 Governing Law. Except for purposes of determining the liquidated value of any Asbestos PI Claim, administration of this Asbestos TDP shall be governed by, and construed in accordance with, the laws of the State of Delaware. The law governing the liquidation of Asbestos PI Claims in the case of Individual Review, arbitration or litigation in the tort system shall be the law of the Claimant's Jurisdiction as described in Section 5.3(b)(2) above.

ATTACHMENT A

ADR PROCEDURES

ATTACHMENT B

CLAIM FORM

**FOURTH AMENDMENT TO
KAISER ALUMINUM & CHEMICAL CORPORATION ASBESTOS
TRUST DISTRIBUTION PROCEDURES**

The Kaiser Aluminum & Chemical Corporation Asbestos Trust Distribution Procedures are hereby amended by adding the following to the end of the first paragraph of Section 4.3:

4.3 Applicability of the Payment Percentage. Except as provided in Section 5.1(c) below for Asbestos PI Claims involving deceased or incompetent claimants or claimants who are minors for which approval of the Asbestos PI Trust's offer by a court or through a probate process is required, no holder of any Asbestos PI Claim, other than an Asbestos PI Claim for Other Asbestos Disease (Disease Level I – Cash Discount Program), shall receive a payment that exceeds the liquidated value of the claim times the Payment Percentage in effect at the time the offer is made. Asbestos PI Claims involving Other Asbestos Disease (Disease Level I - Cash Discount Payment) shall not be subject to the Payment Percentage but shall instead be paid the full amount of their Scheduled Value as set forth in Section 5.3(a)(3) below.

In addition, notwithstanding any other provision hereof, after application of the Payment Percentage, the payment to Asbestos PI Claimants for Asbestosis/Pleural Disease (Disease Level II) shall not be less than \$200.00.

EXHIBIT G

QUIGLEY COMPANY, INC.
ASBESTOS PI TRUST DISTRIBUTION PROCEDURES

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

SECTION I

Introduction

Section 1.1 Purpose

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

Section 1.2 Interpretation

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

Section 1.3 Definitions

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

SECTION II

Overview

Section 2.1 Asbestos PI Trust Goals

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

Original TDP dated 7/2/2013

First Amendment to the Quigley Company Inc., Asbestos PI Trust TDP amending Section 5.3(a)(3) dated 10/12/15

Second Amendment to the Quigley Company Inc., Asbestos PI Trust TDP amending Section 2.5 dated 6/26/17

Third Amendment to the Quigley Company Inc., Asbestos PI Trust TDP amending Section 6.3 dated 2/7/2018

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

Section 2.2 Claims Liquidation Procedures — General Overview

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

(a) General Process for Liquidation of Asbestos PI Claims

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

Asbestos PI Claims involving Disease Levels III-VII tend to raise more complex valuation issues than the claims in Disease Levels I-II. Accordingly, in lieu of liquidating such claimant’s claim under the Expedited Review Process, claimants holding Asbestos PI Claims involving Disease Levels III, IV, VI or VII may, in addition or alternatively, seek to establish a liquidated value for the claim that is greater than its Scheduled Value by electing the Asbestos PI Trust’s Individual Review Process. However, the liquidated value of a more serious Disease Level III, IV, VI, or VII claim that undergoes the Individual Review Process for valuation purposes may be determined to be less than its Scheduled Value, and, in any event, shall not exceed the Maximum Value for the relevant Disease Level set forth in Section 5.3(b)(3) below,

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

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

(b) Unresolved Disputes

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

Section 2.3 Application of the Payment Percentage

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

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

The Payment Percentage may thereafter be adjusted upwards or downwards from time to time by the Asbestos PI Trust with the consent of the Trust Advisory Committee and Future Demand Holders' Representative to reflect then-current estimates of the Asbestos PI Trust's assets and its liabilities, as well as the then-estimated value of pending and future Asbestos PI Claims. Any adjustment to the initial Payment Percentage shall be made only pursuant to Section 4.2 below. If the Payment Percentage is increased over time, claimants whose claims were liquidated and paid in prior periods under this Asbestos TDP shall receive additional payments only as provided in Section 4.3 below. Because there is uncertainty in the prediction

of both the number and severity of future Asbestos PI Claims, and the amount of the Asbestos PI Trust's assets, no guarantee can be made of any Payment Percentage of an Asbestos PI Claim's liquidated value.

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

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

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

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

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

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

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

Section 2.5 Claims Payment Ratio

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

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

Section 2.4 above, the amounts available to pay Category A and Category B claims shall be recalculated based on the adjusted Maximum Available Payment.

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

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

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

Notwithstanding any other provision herein, commencing in calendar year 2017, the Asbestos PI Trust shall cease enforcing the Claims Payment Ratio provisions in this Asbestos TDP subject to the ability of the Trustees, any member of the Trust Advisory Committee, or the Future Demand Holders' Representative to reinstate the enforcement of the provisions in the manner provided below. During the time when the Asbestos PI Trust is not enforcing the Claims

Payment Ratio, it shall continue to track and maintain records regarding the funds allocated to Category A and to Category B and the payment and approval of claims with respect thereto.

Within thirty (30) days following the end of each calendar year during which the Asbestos PI Trust is not enforcing the Claims Payment Ratio, the Asbestos PI Trust shall provide to the Trust Advisory Committee and the Future Demand Holders' Representative a report showing (a) the amount of money allocated to Category A and to Category B for the prior year, (b) the amounts paid with respect to claims during such year that would have been subject to the Claims Payment Ratio in each Category and (c) the amounts approved for payment (but not yet paid) as of December 31 of such year with respect to claims that would have been subject to the Claims Payment Ratio in each Category, with such amounts broken down between those claims for which offers were outstanding as of December 31 of such year and those for which offers had not yet been made as of such date. Each member of the Trust Advisory Committee and the Future Demand Holders' Representative shall then have fifteen (15) days from his or her date of receipt of the report to notify the Asbestos PI Trust that he or she is exercising his or her right to have the Asbestos PI Trust begin enforcing the Claims Payment Ratio effective as of January 1 of the then current calendar year. In addition, the Trustees shall have fifteen (15) days from the date the Asbestos PI Trust sends the report to the Trust Advisory Committee and the Future Demand Holders' Representative to exercise their right to reinstate the enforcement of the Claims Payment Ratio effective as of January 1 of the then current calendar year. If the Trustees exercise their right or if the Asbestos PI Trust receives a reinstatement notice from any Trust Advisory Committee member or the Future Demand Holders' Representative, the Asbestos PI Trust shall immediately begin enforcing the Claims Payment Ratio. If the enforcement of the Claims Payment Ratio is reinstated, all provisions of this Asbestos TDP relating to the Claims Payment Ratio shall be in effect, but any deficits from the prior year in either Category shall be ignored and any rollover amounts shall be allocated between the two Categories based upon the 83%/17% Claims Payment Ratio.

Section 2.6 (Intentionally Omitted)

Section 2.7 Indirect Asbestos PI Claims

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

SECTION III

Asbestos TDP Administration

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

Pursuant to the Plan and the Asbestos PI Trust Agreement, the Asbestos PI Trust and this Asbestos TDP shall be administered by the Trustees in consultation with the Trust Advisory Committee, which represents the interests of holders of present Asbestos PI Claims, and the Future Demand Holders' Representative, who shall serve in a fiduciary capacity for the purpose

of protecting the rights of Future Demand Holders in accord with 11 U.S.C. § 524(g). The Trustees shall obtain the consent of the Trust Advisory Committee and the Future Demand Holders' Representative to any amendments to this Asbestos TDP pursuant to Section 8.1 below and to such other matters as are otherwise required below and in Section 3.02(f) of the Asbestos PI Trust Agreement. The Trustees shall also consult with the Trust Advisory Committee and the Future Demand Holders' Representative on such matters as are provided below and in Section 3.02(e) of the Asbestos PI Trust Agreement. The initial Trustees, the initial members of the Trust Advisory Committee, and the initial Future Demand Holders' Representative are identified in the Asbestos PI Trust Agreement.

Section 3.2 Consent and Consultation Procedures

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

SECTION IV

Payment Percentage; Periodic Estimates

Section 4.1 Uncertainty of Quigley's Personal Injury Asbestos Liabilities

As discussed above, there is inherent uncertainty regarding Quigley's total asbestos-related tort liabilities, as well as the total value of the assets available to the Asbestos PI Trust to pay Asbestos PI Claims. Consequently, there is inherent uncertainty regarding the amounts that holders of Asbestos PI Claims shall receive. To seek to ensure substantially equivalent treatment of all present and future Asbestos PI Claims, the Trustees must determine from time to time the percentage of full liquidated value that holders of present and future Asbestos PI Claims shall be likely to receive, *i.e.*, the "Payment Percentage" described in Section 2.3 above and Section 4.2 below.

Section 4.2 Computation of Payment Percentage

All Asbestos PI Claims shall be entitled to receive a distribution based on the then-applicable Payment Percentage for the Quigley direct claim except as provided herein. The Payment Percentage for the Quigley direct claim shall initially be 7.5% of full liquidated value of the Claims as specified herein. The Payment Percentage for the Pfizer derivative claim shall initially be 23% of full liquidated value as specified herein. Because the Releasing Asbestos PI Claimants are entitled to receive payment for the Quigley direct claim and not for the Pfizer derivative claim, the Payment Percentage for all Releasing Asbestos PI Claimants shall initially be 7.5% of full liquidated value of the Claims as specified herein. Because the Non-Releasing Asbestos PI Claimants are entitled to receive payment for both the Quigley direct claim and the Pfizer derivative claim, the Payment Percentage for all Non-Releasing Asbestos PI Claimants

shall initially be 30.5% (which is comprised of 7.5% initially for the Quigley direct claim and 23% initially for the Pfizer derivative claim) of full liquidated value as specified herein. The Payment Percentage shall be subject to change pursuant to the terms of this Asbestos TDP and the Asbestos PI Trust Agreement if the Trustees, with the consent of the Trust Advisory Committee and the Future Demand Holders' Representative, determine that the Payment Percentage should be changed to assure that the Asbestos PI Trust shall be in a financial position to pay holders of present and future Asbestos PI Claims in substantially the same manner. In making adjustments to the Payment Percentage, the Asbestos PI Trust shall ensure that (i) Releasing Asbestos PI Claimants and Non-Releasing Asbestos PI Claimants shall receive the same Payment Percentage, applicable at the time that such Asbestos PI Claims are liquidated, as provided herein with respect to the Quigley direct claim, and (ii) the ratio between the Payment Percentage for the Quigley direct claim (initially 7.5%) and the Payment Percentage for the Pfizer derivative claim (initially 23%) is maintained.

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

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

Section 4.3 Applicability of the Payment Percentage

Except as otherwise provided in (a) Section 5.1(c) below for Asbestos PI Claims involving deceased or incompetent claimants for which approval of the Asbestos PI Trust's offer by a court or through a probate process is required, and (b) in the paragraph below with respect

to Released Claims, no holder of any Asbestos PI Claim shall receive a payment that exceeds the liquidated value of the claim times the applicable Payment Percentage in effect at the time of payment; provided, however, that if there is a reduction in the applicable Payment Percentage, the Trustees, in their sole discretion, may cause the Asbestos PI Trust to pay an Asbestos PI Claim based on the Payment Percentage that was in effect prior to the reduction if such Asbestos PI Claim was filed and reviewable by the Asbestos PI Trust ninety (90) days or more prior to the date the Trustees proposed the new Payment Percentage in writing to the Trust Advisory Committee and the Future Demand Holders' Representative (the "Proposal Date") and the processing of such claim was unreasonably delayed due to circumstances beyond the control of the claimant or the claimant's counsel, but only if such claim had no deficiencies for the ninety (90) days prior to the Proposal Date.

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

Notwithstanding anything contained herein, if the proposed Payment Percentage is lower than the current Payment Percentage, a claimant whose Asbestos PI Claim was liquidated prior to the Proposal Date and who either (a) transmitted¹ an executed release to the Asbestos PI Trust prior to the Proposal Date or (b) with respect to those claimants who had received releases fewer than thirty (30) days prior to the Proposal Date, transmitted an executed release to the Asbestos PI Trust within thirty (30) days of the claimant's receipt of the release (the claims described in (a) and (b) are collectively referred to herein as the "Released Claims") shall be paid based on the current Payment Percentage (the "Released Claims Payment Percentage"). For purposes hereof, (a) a claimant represented by counsel shall be deemed to have received a release on the date that the claimant's counsel receives the release, (b) if the Asbestos PI Trust transmits a release electronically, the release shall be deemed to have been received on the date the Asbestos PI Trust transmits the offer notification, and (c) if the Asbestos PI Trust places the release in the U.S. mail, postage prepaid, the release shall be deemed to have been received three (3) business days after such mailing date. A delay in the payment of the Released Claims for any reason, including delays resulting from limitations on payment amounts in a given year pursuant to Sections 2.4 and 2.5 hereof, shall not affect the rights of the holders of the Released Claims to be paid based on the Released Claims Payment Percentage.

At least thirty (30) days prior to proposing in writing to the Trust Advisory Committee and Future Demand Holders' Representative a change in the Payment Percentage, the Trustees shall issue a written notice to claimants or claimants' counsel indicating that the Trustees are

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

reconsidering the Payment Percentage. During the period of time when the Trustees are contemplating a change in the Payment Percentage, the Asbestos PI Trust shall continue processing claims and making offers in a manner consistent with its normal course of business.

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

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

SECTION V

Resolution of Asbestos PI Claims

Section 5.1 Ordering, Processing and Payment of Claims

(a) Ordering of Claims

(1) Establishment of the FIFO Processing Queue

The Asbestos PI Trust shall order claims that are sufficiently complete to be reviewed for processing purposes on a FIFO basis except as otherwise provided herein (the "FIFO Processing Queue"). For all claims filed on or before the date six (6) months after the date that the Asbestos PI Trust first makes available the proof of claim forms and other claims materials required to file a claim with the Asbestos PI Trust (such six-month anniversary being referred to herein as the "Initial Claims Filing Date"), a claimant's position in the FIFO Processing Queue shall be determined as of the earliest of (i) the date prior to the Petition Date (if any) that the specific asbestos claim was either filed against Quigley in the tort system or was actually submitted to

Quigley pursuant to an administrative settlement agreement; (ii) the date before the Petition Date that the asbestos claim was filed against another defendant in the tort system if at the time the claim was subject to a tolling agreement with Quigley; (iii) the date after the Petition Date but before the date that the Asbestos PI Trust first makes available the proof of claim forms and other claims materials required to file a claim with the Asbestos PI Trust that the asbestos claim was filed against another defendant in the tort system; (iv) the date after the Petition Date but before the Effective Date that a proof of claim was filed by the claimant against Quigley in Quigley's Chapter 11 proceeding; or (v) the date a ballot was submitted on behalf of the claimant for purposes of voting to accept or reject the Plan or an earlier version of the Plan pursuant to voting procedures approved by the Bankruptcy Court.

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

(2) Effect of Statutes of Limitation and Repose

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

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

(b) Processing of Claims

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

(c) Payment of Claims

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

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

If any claims are liquidated on the same date, the claimant’s position in the FIFO Payment Queue shall be determined by the date of the diagnosis of the claimant’s asbestos-related disease. If any claims are liquidated on the same date and the respective holders’ asbestos-related diseases were diagnosed on the same date, the position of those claims in the FIFO Payment Queue shall be determined by the Asbestos PI Trust based on the dates of the claimants’ birth, with older claimants given priority over younger claimants.

Section 5.2 Resolution of Pre-Petition Liquidated Asbestos PI Claims

(a) Processing and Payment

As soon as practicable after the Effective Date, the Asbestos PI Trust shall pay, upon submission by the claimant of the appropriate documentation, all Pre-Petition Liquidated Asbestos PI Claims. A Pre-Petition Liquidated Asbestos PI Claim is defined as an Asbestos PI Claim that (i) was liquidated by a binding settlement agreement for the particular claim entered into prior to the Petition Date that is judicially enforceable against Quigley by the claimant; (ii) was liquidated by a judgment that became final and non-appealable prior to the Petition Date; (iii) is a claim of a Disputed Settlement Plaintiff - defined as those claimants who are

identified on Schedule 2 to the Settlement Agreement among Pfizer, each of the plaintiffs listed on Schedules 1, 2, 3, and 4 of the Agreement, and the law firm of Reaud, Morgan & Quinn, L.L.P. dated as of December 14, 2012, who shall be entitled to submit claims consistent with their respective settlement values in the Disputed Settlement Agreements to the Asbestos PI Trust; (iv) is a claim of or on behalf of an individual listed on Schedule 2 to the Settlement Agreement among Pfizer, those claimants listed on Schedule 1 to that Agreement, and the law firms of Hissey Keintz, L.L.P. and Hissey, Kientz & Herron P.L.L.C. dated as of December 14, 2012, who shall be entitled to submit pre-petition liquidated claims consistent with their respective settlement values, as listed on Schedule 2 to the Asbestos PI Trust; or (v) is a Pfizer Personal Injury Claim identified on Schedule 1 to the Agreement among Pfizer, each Pfizer Personal Injury Claimant listed on Schedule 1, and the law firm of Brayton Purcell dated as of November 28, 2012, who shall be entitled to submit pre-petition liquidated claims consistent with their respective settlement values, as listed on Schedule 1 to the Asbestos PI Trust. To receive payment from the Asbestos PI Trust as a Pre-Petition Liquidated Asbestos PI Claimant, the holder of a Pre-Petition Liquidated Asbestos PI Claim must submit all documentation necessary to demonstrate to the Asbestos PI Trust that the claim was liquidated in the manner described in this paragraph.

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

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

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

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

Amount” column on Schedule 2 referenced in subsection (a)(iv) above. The liquidated value of Pre-Petition Liquidated Asbestos PI Claims in subsection (a)(v) above shall be the amounts set forth in the “Prepetition Liquidated Claim Settlement Amount” column on Schedule 1 referenced in subsection (a)(v) above.

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

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

(b) Marshalling of Security

Holders of Pre-Petition Liquidated Asbestos PI Claims that are secured by letters of credit, appeal bonds, or other security or sureties shall first exhaust their rights against any applicable security or surety before making a claim against the Asbestos PI Trust. If, after application of such security or surety to such Pre-Petition Liquidated Asbestos PI Claim, the holder of such claim holds an Asbestos PI Deficiency Claim, such Asbestos PI Deficiency Claim shall be processed and paid as a Pre-Petition Liquidated Asbestos PI Claim subject to the provisions of Section 5.2(a) of this Asbestos TDP.

Section 5.3 Resolution of Unliquidated Asbestos PI Claims

Within six (6) months after the establishment of the Asbestos PI Trust, the Trustees, with the consent of the Trust Advisory Committee and the Future Demand Holders’ Representative, shall adopt procedures for reviewing and liquidating all unliquidated Asbestos PI Claims, which shall include setting deadlines for processing such claims. Such procedures shall also require claimants seeking resolution of unliquidated claims to first file a proof of claim form, together with the required supporting documentation, in accordance with the provisions of Sections 6.1

and 6.2 below. It is anticipated that the Asbestos PI Trust shall provide an initial response to the claimant within six (6) months of receiving the proof of claim form.

The proof of claim form shall require the claimant to assert his or her claim for the highest Disease Level for which the claim qualifies at the time of filing. Irrespective of the Disease Level alleged on the proof of claim form, all claims shall be deemed to be a claim for the highest Disease Level for which the claim qualifies at the time of filing, and all lower Disease Levels for which the claim may also qualify at the time of filing or in the future shall be treated as subsumed into the higher Disease Level for both processing and payment purposes.

Upon filing of a valid proof of claim form with the required supporting documentation, the claimant shall be placed in the FIFO Processing Queue in accordance with the ordering criteria described in Section 5.1(a) above. When the claim reaches the top of the FIFO Processing Queue, the Asbestos PI Trust shall process and liquidate the claim based upon the medical/exposure evidence submitted by the claimant, and under the Process elected by the claimant. If the claimant failed to elect a Process, the Asbestos PI Trust shall process and liquidate the claim under the Expedited Review Process, although the claimant shall retain the right to request Individual Review as described in Section 5.3(b) below.

(a) Expedited Review Process - Asbestos PI Claims

(1) In General

The Asbestos PI Trust's Expedited Review Process for Asbestos PI Claims is designed primarily to provide an expeditious, efficient and inexpensive method for liquidating all Asbestos PI Claims (except those involving Lung Cancer 2 (Disease Level V) and all Foreign Claims (as defined below), which shall be liquidated pursuant to the Asbestos PI Trust's Individual Review Process) where the claim can easily be verified by the Asbestos PI Trust as meeting the presumptive Medical/Exposure Criteria for the relevant Disease Level (the "Expedited Review Process"). Expedited Review, thus, provides claimants with a substantially less burdensome process for pursuing Asbestos PI Claims than does the Individual Review Process described in Section 5.3(b) below. Expedited Review is also intended to provide qualifying claimants a fixed and certain claims payment.

Thus, claims that undergo Expedited Review and meet the presumptive Medical/Exposure Criteria for the relevant Disease Level shall be paid the Scheduled Value for such Disease Level set forth in Section 5.3(a)(3) below. However, all claims liquidated by Expedited Review shall be subject to the applicable Payment Percentage, the Maximum Available Payment, and the Claims Payment Ratio limitations set forth above; provided, however, that Existing Claims and Exigent Hardship Claims shall not be subject to the Maximum Available Payment and the Claims Payment Ratio. Claimants holding claims that cannot be liquidated by Expedited Review because they do not meet the presumptive Medical/Exposure Criteria for the relevant Disease Level may elect the Asbestos PI Trust's Individual Review Process set forth in Section 5.3(b) below.

Subject to the provisions of Section 5.8, the claimant's eligibility to receive the Scheduled Value for his or her Asbestos PI Claim pursuant to the Expedited Review Process

shall be determined solely by reference to the Medical/Exposure Criteria set forth below for each of the Disease Levels eligible for Expedited Review.

(2) Claims Processing under Expedited Review for Asbestos PI Claims

All claimants seeking liquidation of their Asbestos PI Claims pursuant to Expedited Review shall file the Asbestos PI Trust's proof of claim form. As a proof of claim form is reached in the FIFO Processing Queue, the Asbestos PI Trust shall determine whether the claim described therein meets the Medical/Exposure Criteria for one of the six Disease Levels eligible for Expedited Review and shall advise the claimant of its determination. If a Disease Level is determined, the Asbestos PI Trust shall tender to the claimant an offer of payment of the Scheduled Value for the relevant Disease Level multiplied by the applicable Payment Percentage, together with a form of release approved by the Asbestos PI Trust. If the claimant accepts the Scheduled Value and returns the release properly executed, the claim shall be placed in the FIFO Payment Queue, following which the Asbestos PI Trust shall disburse payment subject to the limitations of the Maximum Available Payment and Claims Payment Ratio, if any.

(3) Disease Levels, Scheduled Values and Medical/Exposure Criteria for Asbestos PI Claims

The seven Disease Levels covered by this Asbestos TDP, together with the Medical/Exposure Criteria for each and the Scheduled Values for the six Disease Levels eligible for Expedited Review, are set forth below. These Disease Levels, Scheduled Values, and Medical/Exposure Criteria shall apply to all Trust Voting Claims filed with the Asbestos PI Trust on or before the Initial Claims Filing Date provided in Section 5.1 above for which the claimant elects the Expedited Review Process. "Trust Voting Claims" are claims (a) filed against Quigley in the tort system or actually submitted to Quigley pursuant to an administrative settlement agreement prior to the Petition Date or (b) filed against another defendant in the tort system after the Petition Date; provided the holder of any such claim described in (a) or (b) or his or her authorized agent actually voted to accept or reject the Plan or an earlier version of the Plan pursuant to voting procedures established by the Bankruptcy Court unless such holder certifies to the satisfaction of the Trustees that he or she was prevented from voting as a result of circumstances resulting in a state of emergency affecting, as the case may be, the holder's residence, principal place of business or legal representative's place of business at which the holder or his or her legal representative receives notice and /or maintains material records relating to his or her Trust Voting Claim. Thereafter, for purposes of administering the Expedited Review Process and with the consent of the Trust Advisory Committee and the Future Demand Holders' Representative, the Trustees may add to, change or eliminate Disease Levels, Scheduled Values, or Medical/Exposure Criteria; develop subcategories of Disease Levels, Scheduled Values, or Medical/Exposure Criteria; or determine that a novel or exceptional asbestos personal injury claim is compensable even though it does not meet the Medical/Exposure Criteria for any of the then-current Disease Levels.

<u>Disease Level</u>	<u>Scheduled Value</u>	<u>Medical/Exposure Criteria</u>
Mesothelioma (Level VII)	\$200,000	(1) Diagnosis ² of mesothelioma, and (2) Quigley Exposure. ³
Lung Cancer 1 (Level VI)	\$35,000	(1) Diagnosis of a primary lung cancer plus evidence of an underlying Bilateral Asbestos-Related Non-malignant Disease, ⁴ and (2) evidence of six months of Quigley Exposure, and (3) Significant Occupational Exposure, ⁵ and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the lung cancer in question.

² The requirements for a diagnosis of an asbestos-related disease that may be compensated under the provisions of this Asbestos TDP are set forth in Section 5.7 below.

³ The term “Quigley Exposure” is defined at Section 5.7(b)(3) below.

⁴ Evidence of “Bilateral Asbestos-Related Non-malignant Disease” for purposes of meeting the criteria for establishing Disease Levels I, II, IV, and VI means either (i) a chest X-ray read by a qualified B- reader of 1/0 or higher on the ILO scale or, (ii) (a) a chest X-ray read by a qualified B-reader or other Qualified Physician, (b) a CT scan read by a Qualified Physician, or (c) pathology, in each case showing bilateral interstitial fibrosis, bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification. Evidence submitted to demonstrate (i) or (ii) above must be in the form of a written report stating the results (e.g., an ILO report, a written radiology report or a pathology report). Solely for claims filed against Quigley or another asbestos defendant in the tort system prior to the Petition Date, if an ILO reading is not available, either (i) a chest X-ray or a CT scan read by a Qualified Physician or (ii) pathology showing bilateral interstitial fibrosis, bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification consistent with, or compatible with, a diagnosis of asbestos-related disease shall be evidence of Bilateral Asbestos-Related Non-malignant Disease for purposes of meeting the presumptive medical requirements of Disease Levels I, II, IV, and VI. Pathological proof of asbestosis may be based on the pathological grading system for asbestosis described in the Special Issue of the Archives of Pathology and Laboratory Medicine, “Asbestos-associated Diseases,” Vol. 106, No. 11, App. 3 (October 8, 1982). For all purposes of this Asbestos TDP, a “Qualified Physician” is a physician who is board certified (or in the case of Canadian Claims or Foreign Claims, a physician who is certified or qualified under comparable medical standards or criteria of the jurisdiction in question) in one or more relevant specialized fields of medicine such as pulmonology, radiology, internal medicine, or occupational medicine; provided, however, subject to the provisions of Section 5.8, that the requirement for board certification in this provision shall not apply to otherwise qualified physicians whose X-ray and/or CT scan readings are submitted for deceased holders of Asbestos PI Claims.

⁵ The term “Significant Occupational Exposure” is defined at Section 5.7(b)(2) below.

<u>Disease Level</u>	<u>Scheduled Value</u>	<u>Medical/Exposure Criteria</u>
Lung Cancer 2 (Level V)	None - subject to Individual Review.	(1) Diagnosis of a primary lung cancer, and (2) evidence of Quigley Exposure, and (3) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the lung cancer in question.
		Lung Cancer 2 (Level V) claims are claims that do not meet the more stringent medical and/or exposure requirements of Lung Cancer 1 (Level VI) claims. All claims in this Disease Level shall be individually evaluated. The estimated likely average of the individual evaluation awards for this category is \$15,000, with such awards capped at \$30,000, unless the claim qualifies for Extraordinary Claim treatment.
		Level V claims that show no evidence of either an underlying Bilateral Asbestos-Related Non-malignant Disease or Significant Occupational Exposure may be individually evaluated, although it is not expected that such claims shall be treated as having any significant value, especially if the claimant is also a smoker. ⁶ In any event, no presumption of validity will be available for any claims in this category.

⁶ There is no distinction between Non-Smokers and smokers for either Lung Cancer 1 (Level VI) or Lung Cancer 2 (Level V), although a claimant who meets the more stringent requirements of Lung Cancer 1 (Level VI) (evidence of an underlying Bilateral Asbestos-Related Non-malignant Disease plus Significant Occupational Exposure), and who is also a Non-Smoker, may wish to have his or her claim individually evaluated by the Asbestos P1 Trust. In such case, absent circumstances that would otherwise reduce the value of the claim, it is anticipated that the liquidated value of the claim might well exceed the Scheduled Value for Lung Cancer 1 (Level VI) shown above. “Non-Smoker” means a claimant who either (a) never smoked or (b) has not smoked during any portion of the twelve (12) years immediately prior to the diagnosis of the lung cancer.

<u>Disease Level</u>	<u>Scheduled Value</u>	<u>Medical/Exposure Criteria</u>
Other Cancer (Level IV)	\$15,000	(1) Diagnosis of a primary colorectal, laryngeal, esophageal, pharyngeal, or stomach cancer, plus evidence of an underlying Bilateral Asbestos-Related Non-malignant Disease, and (2) evidence of six months of Quigley Exposure, and (3) Significant Occupational Exposure, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the other cancer in question.
Severe Asbestosis (Level III)	\$35,000	(1) Diagnosis of asbestosis with ILO of 2/1 or greater, or (2) asbestosis determined by a pathologist based on pathological evidence of asbestos, plus , for both (1) and (2), Pulmonary Function Testing that shows either (a) TLC less than 65% of predicted value, or (b) FVC less than 65% of predicted value and FEV1/FVC ratio greater than 65%, and (3) evidence of six months of Quigley Exposure, and (4) Significant Occupational Exposure to asbestos, and (5) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the asbestosis.
Asbestosis/ Pleural Disease (Level II)	\$5,000	(1) Diagnosis of Bilateral Asbestos-Related Non-malignant Disease, plus (a) TLC less than 80% or (b) FVC less than 80% and FEV1/FVC ratio greater than or equal to 65% and (2) six months Quigley Exposure, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the asbestos-related disease in question.
Asbestosis/Pleural Disease (Level I)	\$2,000	(1) Diagnosis of a Bilateral Asbestos-Related Non-malignant Disease, and (2) evidence of six months of Quigley Exposure, and (3) five years cumulative occupational exposure to asbestos.

(b) Individual Review Process for Asbestos PI Claims

(1) In General

Subject to the provisions of Sections 5.3(b)(1)(A), 5.3(b)(1)(B), and 5.3(b)(2) set forth below, a claimant may elect to have his or her Asbestos PI Claim reviewed for purposes of determining whether the claim would be compensable in the tort system even though it does not meet the presumptive Medical/Exposure Criteria for any of the Disease Levels set forth in Section 5.3(a)(3) above (the “Individual Review Process”). In addition or alternatively, a claimant may elect to have a claim undergo the Individual Review Process for purposes of determining whether the liquidated value of the claim involving Disease Levels III, IV, VI or VII exceeds the Scheduled Value for the relevant Disease Level also set forth in said provision. However, until such time as the Asbestos PI Trust has made an offer on a claim pursuant to Individual Review, the claimant may change his or her Individual Review election and have the claim liquidated pursuant to the Asbestos PI Trust’s Expedited Review Process. In the event of such a change in the processing election, the claimant shall nevertheless retain his or her place in the FIFO Processing Queue.

The liquidated value of all Foreign Claims payable under this Asbestos TDP shall be established only under the Asbestos PI Trust’s Individual Review process. Asbestos PI Claims of individuals exposed in Canada who were resident in Canada when such claims were filed (“Canadian Claims”) shall not be considered Foreign Claims hereunder and shall be eligible for liquidation under the Expedited Review Process. Accordingly, a “Foreign Claim” is an Asbestos PI Claim with respect to which the claimant’s exposure to an asbestos-containing product or conduct for which Quigley has legal responsibility occurred outside of the United States and its Territories and Possessions, and outside of the Provinces and Territories of Canada.

In reviewing Foreign Claims, the Asbestos PI Trust shall take into account all relevant procedural and substantive legal rules to which the claims would be subject in the Claimant’s Jurisdiction, as defined in Section 5.3(b)(2) below. The Asbestos PI Trust shall determine the liquidated value of Foreign Claims based on historical settlements and verdicts in the Claimant’s Jurisdiction as well as the other valuation factors set forth in Section 5.3(b)(2) below.

For purposes of the Individual Review Process for Foreign Claims, the Trustees, with the consent of the Trust Advisory Committee and the Future Demand Holders’ Representative, may develop separate Medical/Exposure Criteria and standards, as well as separate requirements for physician and other professional qualifications, which shall be applicable to all Foreign Claims channeled to the Asbestos PI Trust; provided, however, that such criteria, standards or requirements shall not effectuate substantive changes to the claims eligibility requirements under this Asbestos TDP, but, rather, shall be made only for the purpose of adapting those requirements to the particular licensing provisions and/or medical customs or practices of the foreign country in question.

At such time as the Asbestos PI Trust has sufficient historical settlement, verdict and other valuation data for claims from a particular foreign jurisdiction, the Trustees, with the consent of the Trust Advisory Committee and the Future Demand Holders’ Representative, may also establish a separate valuation matrix for any such Foreign Claims based on that data.

(A) Review of Medical/Exposure Criteria

The Asbestos PI Trust's Individual Review Process provides a claimant with an opportunity for individual consideration and evaluation of an Asbestos PI Claim that fails to meet the presumptive Medical/Exposure Criteria for Disease Levels I-IV and VI-VII. In such a case, the Asbestos PI Trust shall either deny the claim, or, if the Asbestos PI Trust is satisfied that the claimant has presented a claim that would be cognizable and valid in the tort system, the Asbestos PI Trust can offer the claimant a liquidated value amount up to the Scheduled Value for that Disease Level, unless the claim qualifies as an Extraordinary Claim as defined in Section 5.4(a) below, in which case its liquidated value cannot exceed the maximum extraordinary value for such a claim.

(B) Review of Liquidated Value for Asbestos PI Claims in Disease Levels III-VII

Claimants holding Asbestos PI Claims in the more serious Disease Levels III, IV, VI, or VII shall be eligible to seek, and claimants holding Asbestos PI Claims in Disease Level V and all Foreign Claims shall be required to undergo, Individual Review of the liquidated value of their claims, as well as of their medical/exposure evidence. The Individual Review Process is intended to result in payments equal to the full liquidated value for each claim multiplied by the Payment Percentage; however, the liquidated value of any Asbestos PI Claim that undergoes Individual Review may be determined to be less than the Scheduled Value the claimant would have received under Expedited Review. Moreover, the liquidated value for a claim involving Disease Levels III-VII shall not exceed the Maximum Value for the relevant Disease Level set forth in Section 5.3(b)(3) below, unless the claim meets the requirements of an Extraordinary Claim described in Section 5.4(a) below, in which case its liquidated value cannot exceed the maximum extraordinary value set forth in that provision for such claims. Because the detailed examination and valuation process pursuant to Individual Review requires substantial time and effort, claimants electing to undergo the Individual Review Process may be paid the liquidated value of their Asbestos PI Claims later than would have been the case had the claimant elected the Expedited Review Process. Subject to the provisions of Section 5.8, the Asbestos PI Trust shall devote reasonable resources to the review of all claims to ensure that there is a reasonable balance maintained in reviewing all classes of claims.

(2) Valuation Factors to be Considered in Individual Review

The Asbestos PI Trust shall liquidate the value of each Asbestos PI Claim that undergoes Individual Review based on the historic liquidated values of other similarly situated claims in the tort system for the same Disease Level. The Asbestos PI Trust shall thus take into consideration all of the factors that affect the severity of damages and values within the tort system including, but not limited to, credible evidence of (i) the degree to which the characteristics of a claim differ from the presumptive Medical/Exposure Criteria for the Disease Level in question; (ii) factors such as the claimant's age, disability, employment status, disruption of household, family or recreational activities, dependencies, special damages, and pain and suffering; (iii) whether the claimant's damages were (or were not) caused by asbestos exposure, including Quigley Exposure (for example, alternative causes, and the strength of documentation of injuries); (iv) the industry of exposure; and (v) settlements and verdict histories and other law firms'

experience in the Claimant’s Jurisdiction for similarly-situated claims; and (vi) settlement and verdict histories for the claimant’s law firm for similarly-situated claims.

For these purposes, the “Claimant’s Jurisdiction” is (a) the jurisdiction in which the claim was filed (if at all) against Quigley in the tort system prior to the Petition Date or (b) if the claim was not filed against Quigley in the tort system prior to the Petition Date, the claimant may elect as the Claimant’s Jurisdiction either (i) the jurisdiction in which the claimant resides at the time of diagnosis, or (ii) the jurisdiction in which the claimant resides when the claim is filed with the Asbestos PI Trust, or (iii) a jurisdiction in which the claimant experienced Quigley Exposure.

With respect to the Claimant’s Jurisdiction, in the event a personal representative or authorized agent makes a claim under this Asbestos TDP for wrongful death with respect to which the governing law of the Claimant’s Jurisdiction could only be the Alabama Wrongful Death Statute, the Claimant’s Jurisdiction for such claim shall be the Commonwealth of Pennsylvania, and such claimant’s damages shall be determined pursuant to the statutory and common laws of the Commonwealth of Pennsylvania without regard to its choice of law principles. The choice of law provision in Section 7.4 below is applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant’s Jurisdiction pursuant to Section 5.3(b)(2) is determined to be the Alabama Wrongful Death Statute, which shall only govern the rights between the Asbestos PI Trust and the claimant; and, to the extent the Asbestos PI Trust seeks recovery from any entity that provided insurance coverage to Quigley, the Alabama Wrongful Death Statute shall govern.

(3) Scheduled, Average, and Maximum Values

The Scheduled, Average, and Maximum Values for Disease Levels I-VII are the following:

<u>Scheduled Disease</u>	<u>Scheduled Value</u>	<u>Average Value</u>	<u>Maximum Value</u>
Mesothelioma (Level VII)	\$200,000	\$225,000	\$450,000
Lung Cancer 1 (Level VI)	\$35,000	\$45,000	\$90,000
Lung Cancer 2 (Level V)	None	\$15,000	\$30,000
Other Cancer (Level IV)	\$15,000	\$16,500	\$30,000
Severe Asbestosis (Level III)	\$35,000	\$40,000	\$90,000
Asbestosis/Pleural Disease (Level II)	\$5,000	\$5,000	\$5,000
Asbestosis/Pleural Disease (Level I)	\$2,000	\$2,000	\$2,000

These Scheduled Values, Average Values, and Maximum Values shall apply to all Trust Voting Claims (other than Pre-Petition Liquidated Asbestos PI Claims) filed with the Asbestos PI Trust on or before the Initial Claims Filing Date as provided in Section 5.1(a)(1) above. Thereafter, the Asbestos PI Trust, with the consent of the Trust Advisory Committee and the Future Demand Holders' Representative pursuant to Sections 6.06(b) and 7.07(b) of the Asbestos PI Trust Agreement, may change these valuation amounts to account for the effect of inflation or for other good cause and consistent with other restrictions on the amendment power.

Section 5.4 Categorizing Claims as Extraordinary and/or Exigent Hardship

(a) Extraordinary Claims

An "Extraordinary Claim" means an Asbestos PI Claim that otherwise satisfies the Medical/Exposure Criteria for Disease Levels III-VII, and that is held by a claimant whose exposure to asbestos (i) occurred predominantly as a result of working in a manufacturing facility of Quigley during a period in which Quigley was manufacturing asbestos-containing products at that facility or (ii) was at least 75% the result of Quigley Exposure and there is little likelihood of a substantial recovery elsewhere. All such Extraordinary Claims shall be presented for Individual Review and, if valid, shall be entitled to an award of up to a maximum extraordinary value of five (5) times the Scheduled Value set forth in Section 5.3(b)(3) for claims qualifying for Disease Levels III, IV, VI, and VII, and five (5) times the Average Value for claims in Disease Level V, multiplied by the applicable Payment Percentage.

Any dispute as to Extraordinary Claim status shall be submitted to a special Extraordinary Claims Panel established by the Trustees with the consent of the Trust Advisory Committee and the Future Demand Holders' Representative. All decisions of the Extraordinary Claims Panel shall be final and not subject to any further administrative or judicial review. An Extraordinary Claim, following its liquidation, shall be placed in the Asbestos PI Trust's FIFO Payment Queue ahead of all other Asbestos PI Claims except Pre-Petition Liquidated Asbestos PI Claims, Existing Claims, and Exigent Hardship Claims, which shall be paid first in that order in said Queue, based on its date of liquidation and shall be subject to the Maximum Available Payment and Claims Payment Ratio described above.

(b) Exigent Hardship Claims

At any time the Asbestos PI Trust may liquidate and pay Asbestos PI Claims that qualify as Exigent Hardship Claims as defined below. Such claims may be considered separately no matter what the order of processing otherwise would have been under this Asbestos TDP. An Exigent Hardship Claim, following its liquidation, shall be placed first in the FIFO Payment Queue ahead of all other liquidated Asbestos PI Claims except Pre-Petition Liquidated Asbestos PI Claims and Existing Claims, which claims, together with the Exigent Hardship Claims, shall be paid in accordance with the provisions of Section 2.4 hereof. An Asbestos PI Claim qualifies for payment as an Exigent Hardship Claim if the claim meets the Medical/Exposure Criteria for Severe Asbestosis (Disease Level III) or an asbestos-related malignancy (Disease Levels IV-VII) and the Asbestos PI Trust, in its sole discretion, determines (i) that the claimant needs financial assistance on an immediate basis based on the claimant's expenses and all sources of available

income and (ii) that there is a causal connection between the claimant's dire financial condition and the claimant's asbestos-related disease.

Section 5.5 Secondary Exposure Claims

If a claimant alleges an asbestos-related disease resulting solely from exposure to an occupationally-exposed person, such as a family member, the claimant may seek Individual Review of his or her claim pursuant to Section 5.3(b) above. In such case the claimant must establish that the occupationally-exposed person would have met the exposure requirements under this Asbestos TDP that would have been applicable had that person filed a direct claim against the Asbestos PI Trust. In addition, the claimant with secondary exposure must establish that he or she is suffering from one of the seven Disease Levels described in Section 5.3(a)(3) above or an asbestos-related disease otherwise compensable under this Asbestos TDP, that his or her own exposure to the occupationally-exposed person occurred within the same time frame as the occupationally-exposed person experienced Quigley Exposure, and that such secondary exposure was a cause of the claimed disease. All other liquidation and payment rights and limitations under this Asbestos TDP shall be applicable to such claims.

Section 5.6 Indirect Asbestos PI Claims

Indirect Asbestos PI Claims asserted against the Asbestos PI Trust based upon theories of contribution or indemnification under applicable law shall be treated as presumptively valid and paid by the Asbestos PI Trust subject to the applicable Payment Percentage if (a) such claim satisfied the requirements of the Bar Date for such claims established by the Bankruptcy Court, if applicable, and is not otherwise disallowed by Section 502(e) of the Code or subordinated under Section 509(c) of the Code; and (b) the holder of such claim (the "Indirect Claimant") establishes to the satisfaction of the Trustees that (i) the Indirect Claimant has paid in full the liability and obligation of the Asbestos PI Trust to the individual claimant to whom the Asbestos PI Trust would otherwise have had a liability or obligation under this Asbestos TDP (the "Direct Claimant"), (ii) the Direct Claimant and the Indirect Claimant have forever and fully released the Asbestos PI Trust from all liability to the Direct Claimant, and (iii) the claim is not otherwise barred by a statute of limitation or repose or by other applicable law. In no event shall any Indirect Claimant have any rights against the Asbestos PI Trust superior to the rights of the related Direct Claimant against the Asbestos PI Trust, including any rights with respect to the timing, amount or manner of payment. In addition, no Indirect Claim may be liquidated and paid in an amount that exceeds what the Indirect Claimant has actually paid the related Direct Claimant.

To establish a presumptively valid Indirect Asbestos PI Claim, the Indirect Claimant's aggregate liability for the Direct Claimant's claim must also have been fixed, liquidated, and paid fully by the Indirect Claimant by settlement (with an appropriate full release in favor of the Asbestos PI Trust) or a Final Order (as defined in the Plan) provided that it is established that such claim is valid under the applicable state law. In any case where the Indirect Claimant has satisfied the claim of a Direct Claimant against the Asbestos PI Trust under applicable law by way of a settlement, the Indirect Claimant shall obtain for the benefit of the Asbestos PI Trust a release in form and substance satisfactory to the Trustees.

If an Indirect Claimant cannot meet the presumptive requirements set forth above, including the requirement that the Indirect Claimant provide the Asbestos PI Trust with a full release of the Direct Claimant's claim, the Indirect Claimant may request that the Asbestos PI Trust review the Indirect Asbestos PI Claim individually to determine whether the Indirect Claimant can establish under applicable state law that the Indirect Claimant has paid all or a portion of a liability or obligation that the Asbestos PI Trust had to the Direct Claimant. If the Indirect Claimant can show that it has paid all or a portion of such a liability or obligation, the Asbestos PI Trust shall reimburse the Indirect Claimant the amount of the liability or obligation so paid, times the then-applicable Payment Percentage. However, in no event shall such reimbursement to the Indirect Claimant be greater than the amount to which the Direct Claimant would have otherwise been entitled. Further, the liquidated value of any Indirect Asbestos PI Claim paid by the Asbestos PI Trust to an Indirect Claimant shall be treated as an offset to or reduction of the full liquidated value of any Asbestos PI Claim that might be subsequently asserted by the Direct Claimant against the Asbestos PI Trust.

Any dispute between the Asbestos PI Trust and an Indirect Claimant over whether the Indirect Claimant has a right to reimbursement for any amount paid to a Direct Claimant shall be subject to the ADR Procedures provided in Section 5.10 below. If such dispute is not resolved by said ADR Procedures, the Indirect Claimant may litigate the dispute in the tort system pursuant to Sections 5.11 and 7.6 below.

The Trustees may develop and approve a separate proof of claim form for such Indirect Asbestos PI Claims. Indirect Asbestos PI Claims that have not been disallowed, discharged, or otherwise resolved by prior order of the Bankruptcy Court shall be processed in accordance with procedures to be developed and implemented by the Trustees, consistent with the provisions of this Section 5.6, which procedures (a) shall determine the validity, acceptability and enforceability of such claims; and (b) shall otherwise provide the same liquidation and payment procedures and rights to the holders of such claims as the Asbestos PI Trust would have afforded the holders of the underlying valid Asbestos PI Claims. Nothing in this Asbestos TDP is intended to preclude a trust to which asbestos-related liabilities are channeled from asserting an Indirect Asbestos PI Claim against the Asbestos PI Trust subject to the requirements set forth herein.

Section 5.7 Evidentiary Requirements

(a) Medical Evidence - Asbestos PI Claims

(1) In General

All diagnoses of a Disease Level shall be accompanied by either (i) a statement by the physician providing the diagnosis that at least ten (10) years have elapsed between the date of first exposure to asbestos or asbestos-containing products and the diagnosis or (ii) a history of the claimant's exposure sufficient to establish a ten (10)-year latency period. All diagnoses shall also be based upon the standards set forth below. A finding by a physician after the Effective

Date that a claimant's disease is "consistent with" or "compatible with" asbestosis shall not alone be treated by the Asbestos PI Trust as a diagnosis.⁷

(A) Disease Levels I-III

Except for asbestos claims filed against Quigley or any other asbestos defendant in the tort system prior to the Petition Date, all diagnoses of a non-malignant, asbestos-related disease (Disease Levels I-III) shall be based in the case of a claimant who was living at the time the claim was filed upon a physical examination of the claimant by the physician providing the diagnosis of the asbestos-related disease. All living claimants must also provide (i) for Disease Levels I and II, evidence of Bilateral Asbestos-Related Non-malignant Disease (as defined in Footnote 4 above); (ii) for Disease Level III, an ILO reading of 2/1 or greater or pathological evidence of asbestosis, and (iii) for Disease Levels II and III, Pulmonary Function Testing.

In the case of a claimant who was deceased at the time the claim was filed, all diagnoses of a non-malignant, asbestos-related disease (Disease Levels I-III) shall be based upon either (i) a physical examination of the claimant by the physician providing the diagnosis of the asbestos-related disease; or (ii) pathological evidence of the non-malignant, asbestos-related disease; or (iii) in the case of Disease Levels I-II, evidence of Bilateral Asbestos-Related Non-malignant Disease (as defined in Footnote 4 above) and for Disease Level III, either an ILO reading of 2/1 or greater or pathological evidence of asbestosis; and (iv) for either Disease Level II or III, Pulmonary Function Testing.

(B) Disease Levels IV-VII

All diagnoses of an asbestos-related malignancy (Disease Levels IV-VII) shall be based upon (i) a physical examination of the claimant by the physician providing the diagnosis of the asbestos-related disease or (ii) a diagnosis of such a malignant Disease Level by a board-certified pathologist or by a pathology report prepared on or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO").

(C) Exception to the Exception for Certain Pre-Petition Claims

If the holder of an Asbestos PI Claim that was filed against Quigley or any other defendant in the tort system prior to the Petition Date has available a report of a diagnosing physician engaged by the holder or his or her law firm who conducted a physical examination of the holder as described in Section 5.7(a)(1)(A), or if the holder has filed such medical evidence and/or a diagnosis of the asbestos-related disease by a physician not engaged by the holder or his or her law firm who conducted a physical examination of the holder with another asbestos-related personal injury settlement trust that requires such evidence, without regard to whether the claimant or the law firm engaged the diagnosing physician, the holder shall provide such medical evidence to the Asbestos PI Trust notwithstanding the exception in Section 5.7(a)(1)(A).

⁷ All diagnoses of Asbestosis/Pleural Disease (Disease Levels I and II) not based on pathology shall be presumed to be based on findings of bilateral asbestosis or pleural disease, and all diagnoses of Mesothelioma (Disease Level VII) shall be presumed to be based on findings that the disease involves a malignancy. However, the Asbestos PI Trust may rebut such presumptions.

(2) Credibility of Medical Evidence

Before making any payment to a claimant, the Asbestos PI Trust must have reasonable confidence that the medical evidence provided in support of the claim is credible and consistent with recognized medical standards. The Asbestos PI Trust may require the submission of X-rays, CT scans, detailed results of pulmonary function tests, laboratory tests, tissue samples, results of medical examination or reviews of other medical evidence, and may require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods and procedures to assure that such evidence is reliable. Medical evidence (i) that is of a kind shown to have been received in evidence by a state or federal judge at trial, or (ii) that is consistent with evidence submitted to Quigley to settle for payment similar disease cases prior to Quigley's bankruptcy or, (iii) that consists of a diagnosis by a physician shown to have previously qualified as a medical expert with respect to the asbestos-related disease in question before a state or federal judge is presumptively reliable, although the Asbestos PI Trust may seek to rebut the presumption.

In addition, claimants who otherwise meet the requirements of this Asbestos TDP for payment of an Asbestos PI Claim shall be paid irrespective of the results in any litigation at anytime between the claimant and any other defendant in the tort system. However, any relevant evidence submitted in a proceeding in the tort system other than any findings of fact, a verdict, or a judgment, involving another defendant, may be introduced by either the claimant or the Asbestos PI Trust in any Individual Review proceeding conducted pursuant to Section 5.3(b) or any Extraordinary Claim proceeding conducted pursuant to Section 5.4(a).

(b) Exposure Evidence - Asbestos PI Claims

(1) In General

As set forth above in Section 5.3(a)(3), to qualify for any Disease Level, the claimant must demonstrate Quigley Exposure which, in the case of Indirect Asbestos PI Claims, shall be Quigley Exposure in respect of the Direct Claimant. Claims based on conspiracy or derivative liability theories that involve no Quigley Exposure are not compensable under this Asbestos TDP. To meet the presumptive exposure requirements of Expedited Review set forth in Section 5.3(a)(3) above, the claimant must show (i) for all Disease Levels, Quigley Exposure as defined in Section 5.7(b)(3) below prior to December 21, 1982; (ii) for Asbestosis/Pleural Disease Level I, six (6) months Quigley Exposure prior to December 31, 1982, plus five (5) years cumulative occupational asbestos exposure; (iii) for Asbestosis/Pleural Disease (Disease Level II), Severe Asbestosis Disease (Disease Level III), Other Cancer (Disease Level IV), or Lung Cancer I (Disease Level VI), the claimant must show six (6) months Quigley Exposure prior to December 21, 1982, plus Significant Occupational Exposure to asbestos. If the claimant cannot meet the relevant presumptive exposure requirements for a Disease Level eligible for Expedited Review, the claimant may seek Individual Review of his or her Quigley Exposure pursuant to Section 5.3(b) above.

(2) Significant Occupational Exposure

“Significant Occupational Exposure” means employment for a cumulative period of at least five (5) years with a minimum of two (2) years prior to December 31, 1982, in an industry and an occupation in which the claimant (a) handled raw asbestos fibers on a regular basis, (b) fabricated asbestos-containing products so that the claimant in the fabrication process was exposed on a regular basis to raw asbestos fibers, (c) altered, repaired or otherwise worked with an asbestos-containing product such that the claimant was exposed on a regular basis to asbestos fibers, or (d) was employed in an industry and occupation such that the claimant worked on a regular basis in close proximity to workers engaged in the activities described in (a), (b), and/or (c).

(3) Quigley Exposure

The claimant must demonstrate meaningful and credible exposure, which occurred prior to December 31, 1982, to asbestos or asbestos-containing products supplied, specified, manufactured, installed, maintained, or repaired by Quigley and/or any entity for which Quigley has legal responsibility (“Quigley Exposure”). That meaningful and credible exposure evidence may be established by an affidavit or sworn statement of the claimant, by an affidavit or sworn statement of a co-worker or the affidavit or sworn statement of a family member in the case of a deceased claimant (providing the Asbestos PI Trust finds such evidence reasonably reliable), by invoices, employment, construction or similar records, or by other credible evidence. Any affidavits or sworn statements submitted to the Asbestos PI Trust must conform to the requirements of applicable state law. The specific exposure information required by the Asbestos PI Trust to process a claim under either Expedited or Individual Review shall be set forth on the proof of claim form to be used by the Asbestos PI Trust. The Asbestos PI Trust can also require submission of other or additional evidence of exposure when it deems such to be necessary.

Evidence submitted to establish proof of Quigley Exposure is for the sole benefit of the Asbestos PI Trust, not third parties or defendants in the tort system. The Asbestos PI Trust has no need for, and therefore claimants are not required to furnish the Asbestos PI Trust with evidence of, exposure to specific asbestos products other than those for which Quigley has legal responsibility, except to the extent such evidence is required elsewhere in this Asbestos TDP. Similarly, failure to identify Quigley products in the claimant’s underlying tort action, or to other bankruptcy trusts, does not preclude the claimant from recovering from the Asbestos PI Trust, provided the claimant otherwise satisfies the medical and exposure requirements of this Asbestos TDP.

Section 5.8 Claims Audit Program

The Trustees with the consent of the Trust Advisory Committee and the Future Demand Holders’ Representative may develop methods for auditing the reliability of medical evidence, including additional reading of X-rays, CT scans and verification of pulmonary function tests as well as the reliability of evidence of exposure to asbestos or asbestos-containing products for which Quigley or any Pfizer Protected Party has legal responsibility. In the event that the Asbestos PI Trust reasonably determines that any individual or entity has engaged in a pattern or

practice of providing unreliable medical evidence to the Asbestos PI Trust, it may decline to accept additional evidence from such provider in the future.

Further, in the event that an audit reveals that fraudulent information has been provided to the Asbestos PI Trust, the Asbestos PI Trust may penalize any claimant or claimant's attorney by rejecting the Asbestos PI Claim or by other means including, but not limited to, requiring the source of the fraudulent information to pay the costs associated with the audit and any future audit or audits, reordering the priority of payment of all affected claimants' Asbestos PI Claims, raising the level of scrutiny of additional information submitted from the same source or sources, refusing to accept additional evidence from the same source or sources, seeking the prosecution of the claimant or claimant's attorney for presenting a fraudulent claim in violation of 18 U.S.C. § 152, and seeking sanctions from the Bankruptcy Court.

Section 5.9 Second Disease (Malignancy) Claims

Notwithstanding the provisions of Section 2.1 that a claimant may not assert more than one (1) Asbestos PI Claim hereunder, the holder of an Asbestos PI Claim involving a non-malignant, asbestos-related disease (Disease Levels I through III) may assert a new Asbestos PI Claim against the Asbestos PI Trust for a malignant disease (Disease Levels IV through VII) that is subsequently diagnosed. Any additional payments to which such claimant may be entitled with respect to such malignant asbestos-related disease shall not be reduced by the amount paid for the non-malignant asbestos-related disease, provided that the malignant disease had not been diagnosed by the time the claimant was paid with respect to his or her original claim involving the non-malignant disease.

Section 5.10 Arbitration

(a) Establishment of ADR Procedures

The Asbestos PI Trust, with the consent of the Trust Advisory Committee and the Future Demand Holders' Representative, shall institute binding and non-binding arbitration procedures in accordance with Dispute Resolution Procedures ("ADR Procedures") to be established by the Trustees, with the consent of the Trust Advisory Committee and the Future Demand Holders' Representative, for resolving disputes over whether (i) the Asbestos PI Trust's outright rejection or denial of a claim was proper, (ii) a pre-petition settlement agreement with Quigley is binding and judicially enforceable in the absence of a Final Order of the Bankruptcy Court determining the issue, or (iii) the claimant's medical condition or exposure history meets the requirements of this Asbestos TDP for purposes of categorizing a claim involving Disease Levels I-VII. Binding and non-binding arbitration shall also be available for resolving disputes over the liquidated value of a claim involving Asbestos Disease Levels III-VII as well as disputes over Quigley's share of the unpaid portion of a Pre-Petition Liquidated Asbestos PI Claim described in Section 5.2 above and disputes over the validity of an Indirect Asbestos PI Claim.

In all arbitrations where relevant, the arbitrator shall consider the same medical and exposure evidentiary requirements that are set forth in Section 5.7 above. In the case of an arbitration involving the liquidated value of a claim involving Disease Levels III-VII, the arbitrator shall consider the same valuation factors that are set forth in Section 5.3(b)(2) above.

In order to facilitate the Individual Review Process with respect to such claims, the Asbestos PI Trust may from time to time develop a valuation model that enables the Asbestos PI Trust to efficiently make initial liquidated value offers on those claims in the Individual Review setting. In an arbitration involving any such claim, the Asbestos PI Trust shall neither offer into evidence or describe any such model nor assert that any information generated by the model has any evidentiary relevance or should be used by the arbitrator in determining the presumed correct liquidated value in the arbitration. The underlying data that was used to create the model may be relevant and may be made available to the arbitrator but only if provided to the claimant or his or her counsel ten (10) days prior to the arbitration proceeding. With respect to all claims eligible for arbitration, the claimant, but not the Asbestos PI Trust, may elect either non-binding or binding arbitration. The ADR Procedures may be modified by the Asbestos PI Trust with the consent of the Trust Advisory Committee and the Future Demand Holders' Representative.

(b) Claims Eligible for Arbitration

In order to be eligible for arbitration, the claimant must first complete the Individual Review Process as well as any processes required under the ADR Procedures. Individual Review shall be treated as completed for these purposes when the claim has been individually reviewed by the Asbestos PI Trust, the Asbestos PI Trust has made an offer on the claim, the claimant has rejected the liquidated value resulting from the Individual Review, and the claimant has notified the Asbestos PI Trust of the rejection in writing. Individual Review shall also be treated as completed if the Asbestos PI Trust has rejected the claim.

(c) Limitations on and Payment of Arbitration Awards

In the case of a claim involving Disease Levels I and II, the arbitrator shall not return an award in excess of the Scheduled Value for such claim. In the case of a non-Extraordinary Claim involving Disease Levels III-VII, the arbitrator shall not return an award in excess of the Maximum Value for the appropriate Disease Level as set forth in Section 5.3(a)(3) above, and for an Extraordinary Claim involving any Disease Level, the arbitrator shall not return an award greater than the maximum extraordinary value for such a claim as set forth in Section 5.4(a) above. A claimant who submits to arbitration and who accepts the arbitral award shall receive payments in the same manner as one who accepts the Asbestos PI Trust's original valuation of the claim.

Section 5.11 Litigation

Claimants who elect non-binding arbitration and then reject their arbitral awards retain the right to institute a lawsuit in the tort system against the Asbestos PI Trust pursuant to Section 7.6 below. However, a claimant shall only be eligible for payment of a judgment for monetary damages obtained in the tort system from the Asbestos PI Trust's available cash only as provided in Section 7.7 below.

SECTION VI

Claims Materials

Section 6.1 Claims Materials

The Asbestos PI Trust shall prepare suitable and efficient claims materials (“Claims Materials”) for all Asbestos PI Claims and shall provide such Claims Materials upon a written request for such materials to the Asbestos PI Trust. The proof of claim form to be submitted to the Asbestos PI Trust shall require the claimant to assert the highest Disease Level for which the claim qualifies at the time of filing. The proof of claim form shall also include a certification by the claimant or his or her attorney sufficient to meet the requirements of Rule 11(b) of the Federal Rules of Civil Procedure. In developing its claim-filing procedures, the Asbestos PI Trust shall make every effort to provide claimants with the opportunity to utilize currently available technology at their discretion, including filing claims and supporting documentation over the Internet and electronically by disk or CD-Rom. The proof of claim form to be used by the Asbestos PI Trust shall be developed by the Asbestos PI Trust and submitted to the Trust Advisory Committee and the Future Demand Holders’ Representative for approval; it may be changed by the Asbestos PI Trust with the consent of the Trust Advisory Committee and the Future Demand Holders’ Representative.

Section 6.2 Content of Claims Materials

The Claims Materials shall include a copy of this Asbestos TDP, such instructions as the Trustees shall approve, and a detailed proof of claim form. If feasible, the forms used by the Asbestos PI Trust to obtain claims information shall be the same or substantially similar to those used by other asbestos claims resolution organizations. If requested by the claimant, the Asbestos PI Trust shall accept information provided electronically. The claimant may, but shall not be required to, provide the Asbestos PI Trust with evidence of recovery from other asbestos defendants and claims resolution organizations.

Section 6.3 Withdrawal or Deferral of Claims

A claimant can withdraw an Asbestos PI Claim at any time upon written notice to the Asbestos PI Trust and file another such claim subsequently without affecting the status of the claim for statute of limitations purposes, but any such claim filed after withdrawal shall be given a place in the FIFO Processing Queue based on the date of such subsequent filing. A claimant can also request that the processing of his or her Asbestos PI Claim by the Asbestos PI Trust be deferred for a period not to exceed three (3) years without affecting the status of the claim for statute of limitations purposes, in which case the claimant shall also retain his or her original place in the FIFO Processing Queue. During the period of such deferral, a sequencing adjustment on such claimant’s Asbestos PI Claim as provided in Section 7.5 hereunder shall not accrue and payment thereof shall be deemed waived by the claimant. Except for Asbestos PI Claims held by representatives of deceased or incompetent claimants for which court or probate approval of the Asbestos PI Trust’s offer is required, or an Asbestos PI Claim for which deferral status has been granted, a claim shall be deemed to have been withdrawn if the claimant neither accepts, rejects, nor initiates arbitration within one (1) year of the Asbestos PI Trust’s written

offer of payment or within six (6) months of the Trust's rejection of the claim. Upon written request and good cause, the Asbestos PI Trust may extend the withdrawal or deferral period for an additional six (6) months.

Section 6.4 Filing Requirements and Fees

The Trustees shall have the discretion to determine, with the consent of the Trust Advisory Committee and the Future Demand Holders' Representative, whether a filing fee should be required for any Asbestos PI claims.

Section 6.5 Confidentiality of Claimants' Submissions

All submissions to the Asbestos PI Trust by a holder of an Asbestos PI Claim of a proof of claim form and materials related thereto shall be treated as made in the course of settlement discussions between the holder and the Asbestos PI Trust and intended by the parties to be confidential and to be protected by all applicable state and federal privileges, including but not limited to those directly applicable to settlement discussions. The Asbestos PI Trust will preserve the confidentiality of such claimant submissions, and shall disclose the contents thereof only, with the permission of the holder, to another trust established for the benefit of asbestos personal injury claimants pursuant to Section 524(g) of the Bankruptcy Code or other applicable law, to such other persons as authorized by the holder, or in response to a valid subpoena of such materials issued by the Bankruptcy Court, a New York State Court, or the United States District Court for the Southern District of New York. Furthermore, the Asbestos PI Trust shall provide counsel for the holder a copy of any such subpoena immediately upon being served. The Asbestos PI Trust shall on its own initiative or upon request of the claimant in question take all necessary and appropriate steps to preserve said privileges before the Bankruptcy Court, a New York State Court, or the United States District Court for the Southern District of New York and before those courts having appellate jurisdiction related thereto. Notwithstanding anything in the foregoing to the contrary, the Asbestos PI Trust shall comply with Section 9.3(k) of the Plan and, with the consent of the Trust Advisory Committee and the Future Demand Holders' Representative, the Asbestos PI Trust may, in specific limited circumstances, disclose information, documents or other materials reasonably necessary in the Asbestos PI Trust's judgment to preserve, litigate, resolve, or settle coverage, or to comply with an applicable obligation under an insurance policy or settlement agreement within the Asbestos Insurance Assets; provided, however, that the Asbestos PI Trust shall take any and all steps reasonably feasible in its judgment to preserve the further confidentiality of such information, documents and materials; and prior to the disclosure of such information, documents or materials to a third party, the Asbestos PI Trust shall receive from such third party a written agreement of confidentiality that (a) ensures that the information, documents and materials provided by the Asbestos PI Trust shall be used solely by the receiving party for the purpose stated in the agreement and (b) prohibits any other use or further dissemination of the information, documents and materials by the third party except as set forth in the written agreement of confidentiality. Nothing in this Asbestos TDP, the Plan, or the Asbestos PI Trust Agreement expands, limits or impairs the obligation under applicable law of a claimant to respond fully to lawful discovery in any underlying civil action regarding his or her submission of factual information to the Asbestos PI Trust for the purpose of obtaining compensation for asbestos-related injuries from the Asbestos PI Trust.

SECTION VII

Guidelines for Liquidating and Paying Claims

Section 7.1 Showing Required

To establish a valid Asbestos PI Claim, a claimant must meet the requirements set forth in this Asbestos TDP. The Asbestos PI Trust may require the submission of X-rays, CT scans, laboratory tests, medical examinations or reviews, other medical evidence, or any other evidence to support or verify the claim and may further require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods, and procedures to assure that such evidence is reliable.

Section 7.2 Costs Considered

Notwithstanding any provisions of this Asbestos TDP to the contrary, the Trustees shall always give appropriate consideration to the cost of investigating and uncovering invalid Asbestos PI Claims so that the payment of valid Asbestos PI Claims is not further impaired by such processes with respect to issues related to the validity of the medical evidence supporting an Asbestos PI Claim. The Trustees shall also have the latitude to make judgments regarding the amount of transaction costs to be expended by the Asbestos PI Trust so that valid Asbestos PI Claims are not unduly further impaired by the costs of additional investigation. Nothing herein shall prevent the Trustees, in appropriate circumstances, from contesting the validity of any claim against the Asbestos PI Trust, whatever the costs, or declining to accept medical evidence from sources that the Trustees have determined to be unreliable pursuant to the Claims Audit Program described in Section 5.8 above.

Section 7.3 Discretion to Vary the Order and Amounts of Payments in Event of Limited Liquidity

Consistent with the provisions hereof and subject to the FIFO Processing Queue and FIFO Payment Queues, the Maximum Annual Payment, the Maximum Available Payment, and the Claims Payment Ratio requirements set forth above, the Trustees shall proceed as quickly as possible to liquidate valid Asbestos PI Claims and shall make payments to holders of such claims in accordance with this Asbestos TDP promptly as funds become available and as claims are liquidated, while maintaining sufficient resources to pay future valid claims in substantially the same manner.

Because the Asbestos PI Trust's income over time remains uncertain, and decisions about payments must be based on estimates that cannot be done precisely, payments may have to be revised in light of experiences over time, and there can be no guarantee of any specific level of payment to claimants. However, the Trustees shall use their best efforts to treat similar claims in substantially the same manner, consistent with their duties as Trustees, the purposes of the Asbestos PI Trust, the established allocation of funds to claims in different categories, and the practical limitations imposed by the inability to predict the future with precision.

In the event that the Asbestos PI Trust faces temporary periods of limited liquidity, the Trustees may, with the consent of the Trust Advisory Committee and the Future Demand

Holders' Representative, (a) suspend the normal order of payment, (b) temporarily limit or suspend payments altogether, (c) offer a Reduced Payment Option as described in Section 2.5 above, and/or (d) commence making payments on an installment basis.

Section 7.4 Punitive Damages

Except as provided below for claims asserted under the Alabama Wrongful Death Statute, or as set forth in Section 5.2 above, in determining the value of any liquidated or unliquidated Asbestos PI Claim, punitive or exemplary damages, *i.e.*, damages other than compensatory damages, shall not be considered or paid, notwithstanding their availability in the tort system.

Similarly, no punitive or exemplary damages shall be payable with respect to any claim litigated against the Asbestos PI Trust in the tort system pursuant to Sections 5.11 above and 7.6 below. The only damages that may be awarded pursuant to this Asbestos TDP to Alabama Claimants who are deceased and whose personal representatives pursue their claims only under the Alabama Wrongful Death Statute shall be compensatory damages determined pursuant to the statutory and common law of the Commonwealth of Pennsylvania, without regard to its choice of law principles. The choice of law provision in Section 7.4 herein applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant's Jurisdiction pursuant to Section 5.3(b)(2) is determined to be the Alabama Wrongful Death Statute, shall only govern the rights between the Asbestos PI Trust and the claimant including, but not limited to, suits in the tort system pursuant to Section 7.6; and to the extent the Asbestos PI Trust seeks recovery from any entity that provided insurance to Quigley, the Alabama Wrongful Death Statute shall govern.

Section 7.5 Sequencing Adjustment

(a) In General

Subject to the limitations set forth below, a sequencing adjustment shall be paid on all Asbestos PI Claims with respect to which the claimant has had to wait a year or more for payment, provided, however, that no claimant shall receive a sequencing adjustment for a period in excess of seven (7) years. The sequencing adjustment factor for each year shall be the one (1)-year federal funds rate established in January of such year.

(b) Unliquidated Asbestos PI Claims

A sequencing adjustment shall be payable on the Scheduled Value of any unliquidated Asbestos PI Claim that meets the requirements of Disease Levels I-IV, VI, and VII, whether the Asbestos PI Claim is liquidated under Expedited Review, Individual Review, or by arbitration. No sequencing adjustment shall be paid on any Asbestos PI Claim liquidated in the tort system pursuant to Sections 5.11 above and 7.6 below. The sequencing adjustment on an unliquidated Asbestos PI Claim that meets the requirements of Disease Level V shall be based on the Average Value of such an Asbestos PI Claim. Sequencing adjustments on all such unliquidated Asbestos PI Claims shall be measured from the date of payment back to the earliest of the date that is one (1) year after the date on which (a) the claim was filed against a Debtor prior to the Petition Date, (b) the claim was filed against another defendant in the tort system on or after the Petition Date

but before the Effective Date, (c) the claim was filed with the Bankruptcy Court during the pendency of the Chapter 11 proceeding, or (d) the claim was filed with the Asbestos PI Trust after the Effective Date.

(c) Liquidated Pre-Petition Asbestos PI Claims

A sequencing adjustment shall also be payable on the liquidated value of all Pre-Petition Liquidated Asbestos PI Claims described in Section 5.2(a) above. In the case of Pre-Petition Liquidated Asbestos PI Claims liquidated by verdict or judgment, the sequencing adjustment shall be measured from the date of payment back to the date that is one (1) year after the date that the verdict or judgment was entered, provided, however, that in no event shall the sequencing adjustment be measured from a date prior to the Petition Date if the liquidated value of the Pre-Petition Liquidated Asbestos PI Claim includes pre-petition interest. In the case of Pre-Petition Liquidated Asbestos PI Claims liquidated by a binding, judicially enforceable settlement, the sequencing adjustment shall be measured from the date of payment back to the date that is one (1) year after the Petition Date.

Section 7.6 Suits in the Tort System

If the holder of a disputed claim disagrees with the Asbestos PI Trust's determination regarding the Disease Level of the claim, the claimant's exposure history or the liquidated value of the claim, and if the holder has first submitted the claim to non-binding arbitration as provided in Section 5.10 above, the holder may file a lawsuit against the Asbestos PI Trust in the Claimant's Jurisdiction as defined in Section 5.3(b)(2) above. Any such lawsuit must be filed by the claimant in her or his own right and name and not as a member or representative of a class, and no such lawsuit may be consolidated with any other lawsuit. All defenses (including, with respect to the Asbestos PI Trust, all defenses which could have been asserted by Quigley) shall be available to both sides at trial; however, the Asbestos PI Trust may waive any defense and/or concede any issue of fact or law. If the claimant was alive at the time the initial pre-petition complaint was filed or on the date the proof of claim form was filed with the Asbestos PI Trust, the case shall be treated as a personal injury case with all personal injury damages to be considered even if the claimant has died during the pendency of the claim.

Section 7.7 Payment of Judgments for Money Damages

If and when a claimant obtains a judgment in the tort system, the claim shall be placed in the FIFO Payment Queue based on the date on which the judgment became final. Thereafter, the claimant shall receive from the Asbestos PI Trust an initial payment (subject, to the applicable Payment Percentage, the Maximum Available Payment, and the Claims Payment Ratio provisions set forth above) of an amount equal to the greater of (i) the Asbestos PI Trust's last offer to the claimant or (ii) the award that the claimant declined in non-binding arbitration; provided, however, that in no event shall such payment amount exceed the amount of the judgment obtained in the tort system. The claimant shall receive the balance of the judgment, if any, in five (5) equal installments in years six (6) through ten (10) following the year of the initial payment (also subject to the applicable Payment Percentage, the Maximum Available Payment, and the Claims Payment Ratio provisions set forth above in effect on the date of the payment of the subject installment).

In the case of claims involving Disease Levels I-II, the total amounts paid with respect to such claims shall not exceed the relevant Scheduled Value for such Disease Levels as set forth in Section 5.3(a)(3) above. In the case of claims involving a non-malignant, asbestos-related disease that does not attain classification under Disease Levels I or II, the amount payable shall not exceed the Scheduled Value for the Disease Level most comparable to the disease proven. In the case of non-Extraordinary Claims involving severe asbestosis and malignancies (Disease Levels III-VII), the total amounts paid with respect to such claims shall not exceed the Maximum Values for such Disease Levels set forth in Section 5.3(b)(3). In the case of Extraordinary Claims, the total amounts paid with respect to such claims shall not exceed the maximum extraordinary values for such claims set forth in Section 5.4(a) above. Under no circumstances shall a sequencing adjustment be paid pursuant to Section 7.5 or interest to be paid under any statute on any judgments obtained in the tort system.

Section 7.8 Releases

The Trustees shall have the discretion to determine the form and substance of the releases to be provided to the Asbestos PI Trust. As a condition to making any payment to a claimant, the Asbestos PI Trust shall obtain a general, partial, or limited release as appropriate in accordance with the applicable state or other law. If allowed by state law, the endorsing of a check or draft for payment by or on behalf of a claimant may, in the discretion of the Trust, constitute such a release.

Section 7.9 Third-Party Services

Nothing in this Asbestos TDP shall preclude the Asbestos PI Trust from contracting with another asbestos claims resolution organization to provide services to the Asbestos PI Trust provided that categorization and liquidated values of Asbestos PI Claims are based on the relevant provisions of this Asbestos TDP, including the Disease Levels, Scheduled Values, Average Values, Maximum Values, and Medical/Exposure Criteria set forth above.

Section 7.10 Asbestos PI Trust Disclosure of Information

Periodically, but not less often than once a year, the Asbestos PI Trust shall make available to claimants and other interested parties the number of claims by Disease Levels that have been resolved both by the Individual Review Process and by arbitration, as well as by litigation in the tort system indicating the amounts of the awards and the averages of the awards by jurisdiction.

SECTION VIII

Miscellaneous

Section 8.1 Amendments

Except as otherwise provided herein, the Trustees may amend, modify, delete, or add to any provisions of this Asbestos TDP (including, without limitation, amendments to conform this Asbestos TDP to advances in scientific or medical knowledge or other changes in circumstances), provided they first obtain the consent of the Trust Advisory Committee and the

Future Demand Holders' Representative pursuant to the Consent Process set forth in Sections 6.06(b) and 7.07(b) of the Asbestos PI Trust Agreement, except that the right to amend the Claims Payment Ratio is governed by the restrictions in Section 2.5 above, and the right to adjust the Payment Percentage is governed by Section 4.2 above. Nothing herein is intended to preclude the Trust Advisory Committee or the Future Demand Holders' Representative from proposing to the Trustees, in writing, amendments to this Asbestos TDP. Any amendment proposed by the Trust Advisory Committee or Future Demand Holders' Representative shall remain subject to Section 8.03 of the Trust Agreement.

Section 8.2 Severability

Should any provision contained in this Asbestos TDP be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Asbestos TDP. Should any provision contained in this Asbestos TDP be determined to be inconsistent with or contrary to Quigley obligations to any insurance company providing insurance coverage to Quigley in respect of claims for personal injury based on exposure to asbestos-containing products manufactured or produced by Quigley, the Trustees, with the consent of the Trust Advisory Committee and the Future Demand Holders' Representative, may amend this Asbestos TDP and/or the Asbestos PI Trust Agreement to make the provisions of either or both documents consistent with the duties and obligations of Quigley to said insurance company.

Section 8.3 Governing Law

Except for purposes of determining the liquidated value of any Asbestos PI Claim, administration of this Asbestos TDP shall be governed by, and construed in accordance with, the laws of the State of New York. The law governing the liquidation of Asbestos PI Claims in the case of Individual Review, arbitration or litigation in the tort system shall be the law of the Claimant's Jurisdiction as described in Section 5.3(b)(2) above. Any reference to the tort system shall mean the United States tort system.

5679683.3

EXHIBIT H

TH AGRICULTURE & NUTRITION, L.L.C.

**FIRST AMENDED ASBESTOS PERSONAL INJURY
TRUST DISTRIBUTION PROCEDURES
(effective April 1, 2011)**

**T H AGRICULTURE & NUTRITION, L.L.C.
 FIRST AMENDED ASBESTOS PERSONAL INJURY
 TRUST DISTRIBUTION PROCEDURES
 (effective April 1, 2011)**

TABLE OF CONTENTS

Section I	Introduction.....	2
1.1.	Purpose.....	2
1.2.	Interpretation.....	2
1.3.	Effective Date	2
Section II	Overview.....	2
2.1.	Asbestos PI Trust Goals.....	2
2.2.	Claims Liquidation Procedures.....	3
2.3.	Application of the Payment Percentage.....	5
2.4.	Determination of the Maximum Annual Payment and Maximum Available Payment.....	7
2.5.	Claims Payment Ratio.....	9
2.6.	Indirect Asbestos PI Claims.....	11
Section III	Asbestos PI Trust Distribution Procedures Administration.....	11
3.1.	Asbestos PI Trust Advisory Committee and Future Claimants’ Representative.....	11
3.2.	Consent and Consultation Procedures	11
Section IV	Payment Percentage; Periodic Estimates	12
4.1.	Uncertainty of THAN’s Personal Injury Asbestos Liabilities.....	12
4.2.	Computation of Payment Percentage.....	12
4.3.	Applicability of the Payment Percentage.....	14
Section V	Resolution of Asbestos PI Claims.....	16
5.1.	Ordering, Processing and Payment of Claims.	16
(a)	Ordering of Claims.	16
(1)	Establishment of FIFO Processing Queues.....	16
(2)	Effect of Statutes of Limitations and Repose	17
(b)	Processing of Claims.....	18
(c)	Payment of Claims.....	18
5.2.	Payment of Qualified Asbestos PI Claims.....	20
5.3.	Resolution of Unliquidated Asbestos PI Claims.....	20
(a)	Expedited Review Process.....	21
(1)	In General.....	21
(2)	Claims Processing under Expedited Review	22
(3)	Disease Levels, Scheduled Values and Medical/Exposure Criteria.....	23
(b)	Individual Review Process.....	26
(1)	In General.....	26
(A)	Review of Medical/Exposure Criteria	28
(B)	Review of Liquidated Value	29

	(2)	Valuation Factors to Be Considered in Individual Review	29
	(3)	Scheduled, Average and Maximum Values.....	32
	(4)	Claims Processing Under Individual Review	31
5.4.		Categorizing Claims as Extraordinary and/or Exigent Hardship.....	33
	(a)	Extraordinary Claims	33
	(b)	Exigent Claims.....	34
	(1)	Exigent Health Claims	32
	(2)	Exigent Hardship Claims	32
5.5.		Secondary Exposure Claims	35
5.6.		Indirect Asbestos PI Claims.....	36
5.7.		Evidentiary Requirements.....	39
	(a)	Medical Evidence.....	39
	(1)	In General.....	39
	(A)	Disease Levels I – IV	39
	(B)	Disease Levels V – VIII.....	40
	(C)	Exception to the Exception for Certain Pre-Petition Asbestos PI Claims	41
	(2)	Credibility of Medical Evidence.....	41
	(b)	Exposure Evidence.....	42
	(1)	In General.....	42
	(2)	Significant Occupational Exposure.....	43
	(3)	THAN Exposure	43
5.8.		Claims Audit Program	44
5.9.		Second Disease (Malignancy) Claims	45
5.10.		Arbitration.....	45
	(a)	Establishment of ADR Procedures	45
	(b)	Claims Eligible for Arbitration	47
	(c)	Claims Arbitration	47
	(d)	Limitations on and Payment of Arbitration Awards.....	47
5.11.		Litigation.....	48
Section VI		Claims Materials	48
6.1.		Claims Materials	48
6.2.		Content of Claims Materials	49
6.3.		Withdrawal or Deferral of Claims	49
6.4.		Filing Requirements and Fees.....	50
6.5.		Confidentiality of Claimants’ Submissions	50
Section VII		General Guidelines for Liquidating and Paying Claims.....	51
7.1.		Showing Required.....	51
7.2.		Costs Considered	51
7.3.		Discretion to Vary the Order and Amounts of Payments in Event of Limited Liquidity	51
7.4.		Punitive Damages	52
7.5.		Sequencing Adjustments.....	54
	(a)	In General.....	54
	(b)	Unliquidated Asbestos PI Claims	54(b)
	(c)	Qualified Asbestos PI Claims	54

7.6.	Suits in the Tort System.....	55
7.7.	Payment of Judgments for Money Damages	56
7.8.	Releases.....	57
7.9.	Third-Party Services	57
7.10.	Asbestos PI Trust Disclosure of Information.....	57
Section VIII	Miscellaneous	58
8.1.	Amendments	58
8.2.	Severability	58
8.3.	Governing Law	59

T H AGRICULTURE & NUTRITION, L.L.C.
FIRST AMENDED ASBESTOS PERSONAL INJURY
TRUST DISTRIBUTION PROCEDURES
(effective April 1, 2011)

The First Amended T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust Distribution Procedures (effective April 1, 2011) (these “Asbestos PI Trust Distribution Procedures”) contained herein provide for resolving all “Asbestos PI Claims” as defined in the Prepackaged Plan of Reorganization of T H Agriculture & Nutrition, L.L.C. Under Chapter 11 of the Bankruptcy Code dated October 10, 2008 (as it may be amended or modified, the “Plan”), including all asbestos-related personal injury and death claims caused by exposure to asbestos-containing products (for purposes of these Asbestos PI Trust Distribution Procedures, asbestos-containing products shall include, without limitation, (i) raw asbestos, (ii) asbestos fibers, (iii) materials, including, without limitation, talc, vermiculite and tremolite, containing raw asbestos or asbestos fibers and (iv) products containing raw asbestos, asbestos fibers or materials containing raw asbestos or asbestos fibers), or to conduct that exposed the claimant to an asbestos-containing product, for which T H Agriculture & Nutrition, L.L.C. or any of its predecessors, successors, and assigns (collectively, “THAN”) have alleged legal responsibility as provided in and required by the Plan and the T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust Agreement (the “Asbestos PI Trust Agreement”). The Plan and the Asbestos PI Trust Agreement establish the T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust (the “Asbestos PI Trust”). The Asbestos PI Trustees shall implement and administer these Asbestos PI Trust Distribution Procedures in accordance with the Asbestos PI Trust Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Plan and the Asbestos PI Trust Agreement. For purposes of

these Asbestos PI Trust Distribution Procedures, “Asbestos PI Claims” shall not include Asbestos PI Trust Expenses.

SECTION I Introduction

1.1. Purpose. These Asbestos PI Trust Distribution Procedures have been adopted pursuant to the Asbestos PI Trust Agreement. It is designed to provide fair, equitable, and substantially similar treatment for all Asbestos PI Claims that may presently exist or may arise in the future.

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

SECTION II Overview

2.1. Asbestos PI Trust Goals. The goal of the Asbestos PI Trust is to treat all claimants similarly and equitably and in accordance with the requirements of Section 524(g) of the Bankruptcy Code. These Asbestos PI Trust Distribution Procedures further that goal by setting forth procedures for processing and paying THAN’s several share of the unpaid portion of the liquidated value of Asbestos PI Claims generally on an impartial, first-in-first-out (“FIFO”) basis, with the intention of paying all claimants over time as equivalent a share as possible of the value of their claims based on historical values for substantially similar claims in the tort system.¹ To this end, these Asbestos PI Trust Distribution Procedures establish a

¹ As used in these Asbestos PI Trust Distribution Procedures, the phrase “in the tort system” shall not include claims asserted against a trust established for the benefit of asbestos personal injury claimants pursuant to section 524(g) and/or section 105 of the Bankruptcy Code or any other applicable law.

schedule of eight asbestos-related diseases (“Disease Levels”), seven of which have presumptive medical and exposure requirements (“Medical/Exposure Criteria”), and specific liquidated values (“Scheduled Values”), and seven of which have both anticipated average values (“Average Values”), and caps on their liquidated values (“Maximum Values”). The Disease Levels, Medical/Exposure Criteria, Scheduled Values, Average Values and Maximum Values, which are set forth in Sections 5.3 and 5.4 below, have all been selected and derived with the intention of achieving a fair allocation of the Asbestos PI Trust funds as among claimants suffering from different diseases in light of the best available information considering the settlement history of THAN and the rights claimants would have in the tort system absent the bankruptcy.

2.2. Claims Liquidation Procedures. Except for Qualified Asbestos PI Claims, which will be paid by the Asbestos PI Trust without further review or processing, Asbestos PI Claims shall be processed based on their place in the FIFO Processing Queue to be established pursuant to Section 5.1(a) below. The Asbestos PI Trust shall take all reasonable steps to resolve Asbestos PI Claims as efficiently and expeditiously as possible at each stage of claims processing, including mediation and arbitration, which steps may include, in the Asbestos PI Trust’s sole discretion, conducting settlement discussions with claimants’ representatives with respect to more than one claim at a time, provided that the claimants’ respective positions in the FIFO Processing Queue are maintained, and each claim is individually evaluated pursuant to the valuation factors set forth in Section 5.3(b)(2) below. The Asbestos PI Trust shall also make every reasonable effort to resolve each year at least that number of Asbestos PI Claims required to exhaust the Maximum Annual Payment and the Maximum Available Payment for Category A and Category B claims, as those terms are defined below.

The Asbestos PI Trust shall, except as otherwise provided below, liquidate all Asbestos PI Claims except Foreign Claims (as defined in Section 5.3(b)(1) below) that meet the presumptive Medical/Exposure Criteria of Disease Levels I – V, VII and VIII under the Expedited Review Process described in Section 5.3(a) below. Asbestos PI Claims involving Disease Levels I – V, VII and VIII that do not meet the presumptive Medical/Exposure Criteria for the relevant Disease Level may undergo the Asbestos PI Trust’s Individual Review Process described in Section 5.3(b) below. In such a case, notwithstanding that the claim does not meet the presumptive Medical/Exposure Criteria for the relevant Disease Level, the Asbestos PI Trust may offer the claimant an amount up to the Scheduled Value of that Disease Level if the Asbestos PI Trust is satisfied that the claimant has presented a claim that would be cognizable and valid in the tort system.

In lieu of liquidating Asbestos PI Claims involving Disease Levels II -- VIII under the Expedited Review Process, a claimant holding an Asbestos PI Claim involving Disease Level II, III, IV, V, VII or VIII may alternatively seek to establish a liquidated value for the claim that is greater than its Scheduled Value by electing the Asbestos PI Trust’s Individual Review Process pursuant to Section 5.3(b) below. However, the liquidated value of an Asbestos PI Claim that undergoes the Individual Review Process for valuation purposes may be determined to be less than the Scheduled Value for the applicable Disease Level, and in any event shall not exceed the Maximum Value for the relevant Disease Level set forth in Section 5.3(b)(3) below, unless the claim qualifies as an Extraordinary Claim as defined in Section 5.4(a) below, in which case its liquidated value cannot exceed the maximum extraordinary value specified in Section 5.4(a) for such claims. Claims involving Disease Level VI (Lung Cancer 2) and all Foreign Claims may be liquidated only pursuant to the Asbestos PI Trust’s Individual Review Process.

The Scheduled Values and Maximum Values set forth in Section 5.3(b)(3) have been established for claims involving Disease Levels II through VIII, which are eligible for Individual Review of their liquidated values, with the expectation that the combination of settlements at the Scheduled Values and those resulting from the Individual Review Process should generally result in the Scheduled Values also set forth in that provision.

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

2.3. Application of the Payment Percentage. After the liquidated value of an Asbestos PI Claim, other than a claim involving Other Asbestos Disease (Disease Level I – Cash Discount Payment) as defined in Section 5.3(a)(3) below, is determined pursuant to the procedures set forth herein for Expedited Review, Individual Review, mediation, arbitration, or litigation in the tort system, the claimant shall ultimately receive a pro-rata share of that value based on the Payment Percentage described in Section 4.2 below. The Payment Percentage shall also apply to all sequencing adjustments paid pursuant to Section 7.5 below.

The initial Payment Percentage (the “Initial Payment Percentage”) was originally set at one hundred percent (100%) and has been adjusted to 30%. Except for Qualified Asbestos PI Claims, which shall be paid at the original 100% Initial Payment Percentage, the adjusted Initial Payment Percentage shall apply to all Asbestos PI Trust Voting Claims accepted as valid by the Asbestos PI Trust, unless further adjusted by the Asbestos PI Trust with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants’ Representative pursuant to Section 4.2 below, and except as provided in Section 4.3 below with respect to supplemental payments in the event the Initial Payment Percentage is changed. The term “Asbestos PI Trust Voting Claims” means (i) Qualified Asbestos PI Claims; (ii) claims filed against THAN in the tort system, actually submitted to THAN pursuant to an administrative settlement agreement prior to the Commencement Date of November 24, 2008 or actually submitted to the Claims Reviewer in the Pre-Effective Date Claims Review process; and (iii) all asbestos claims filed against another defendant in the tort system prior to the date the Plan was filed with the Bankruptcy Court (November 24, 2008 (the “Plan Filing Date”)), provided, however, that (1) the holder of a claim described in subsection (i), (ii) or (iii) above, or his or her authorized agent, actually voted to accept or reject the Plan pursuant to the voting procedures approved by the Bankruptcy Court, unless such holder certifies to the satisfaction of the Asbestos PI Trustees that he or she was prevented from voting in this proceeding as a result of circumstances resulting in a state of emergency affecting, as the case may be, the holder’s residence, principal place of business or legal representative’s place of business at which the holder or his or her legal representative receives notice and/or maintains material records relating to the claim; and provided further that (2) the claim was subsequently filed with the Asbestos PI Trust pursuant to Section 6.1 below by the Initial Claims Filing Date defined in Section 5.1(a) below. The Initial

Payment Percentage has been calculated based upon (i) the Scheduled Values set forth in Section 5.3(b)(3) below with respect to existing present claims and projected future claims involving Disease Levels I-III, and (ii) the assumption that generally the Scheduled Values set forth in Section 5.3(b)(3) below will be achieved with respect to existing present claims and projected future claims involving Disease Levels IV – VIII.

The Payment Percentage may thereafter be adjusted upwards or downwards from time to time by the Asbestos PI Trust with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative to reflect then-current estimates of the Asbestos PI Trust's assets and liabilities, as well as the then-estimated value of then-pending and future claims. Any adjustment to the Initial Payment Percentage shall be made only pursuant to Section 4.2 below. If the Payment Percentage is increased over time, claimants whose claims were liquidated and paid in prior periods under these Asbestos PI Trust Distribution Procedures shall receive additional payments only as provided in Section 4.3 below. Because there is uncertainty in the prediction of both the number and severity of future Asbestos PI Claims, and the amount of the Asbestos PI Trust's assets, no guarantee can be made of any Payment Percentage that will be applied to an Asbestos PI Claim's liquidated value.

2.4. Determination of the Maximum Annual Payment and Maximum Available Payment. The Asbestos PI Trust shall estimate or model the amount of cash flow anticipated to be necessary over its entire life to ensure that funds shall be available to treat all present and future holders of Asbestos PI Claims as similarly as possible. In each year, the Asbestos PI Trust shall be empowered to pay out all of the income earned during the year (net of taxes payable with respect thereto), together with a portion of its principal, calculated so that the application of the Asbestos PI Trust's funds over its life shall correspond with the needs created by the

estimated initial backlog of claims and the estimated anticipated future flow of claims (the “Maximum Annual Payment”), taking into account the Payment Percentage provisions set forth in Section 2.3 above and Sections 4.2 and 4.3 below. The Maximum Annual Payment shall be determined annually by the Asbestos PI Trustees with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants’ Representative. The Asbestos PI Trust’s distributions to all claimants for that year shall not exceed the Maximum Annual Payment determined for that year plus any amounts rolled over from earlier years as provided in Section 2.5 below.

Notwithstanding any provision to the contrary, the Maximum Annual Payment shall not apply to Qualified Asbestos PI Claims, and Qualified Asbestos PI Claims shall be paid as provided in the Plan.

In distributing the Maximum Annual Payment, the Asbestos PI Trust shall first allocate the amount in question to Asbestos PI Claims involving Other Asbestos Disease (Disease Level I – Cash Discount Payment) that have been liquidated by the Asbestos PI Trust. Should the Maximum Annual Payment be insufficient to pay all such claims in full, the available funds shall be paid to the maximum extent to claimants based on their place in the FIFO Payment Queue. Claims for which there are insufficient funds shall maintain their place in the FIFO Payment Queue and shall be carried over to the next year. The remaining portion of the Maximum Annual Payment (the “Maximum Available Payment”), if any, shall then be allocated and used to satisfy all other liquidated Asbestos PI Claims, subject to the Claims Payment Ratio set forth in Section 2.5 below. Asbestos PI Claims involving Other Asbestos Disease (Disease Level I – Cash Discount Payment) shall not be subject to the Claims Payment Ratio.

2.5. Claims Payment Ratio. Based upon THAN's claims settlement history and analysis of present and future claims, a Claims Payment Ratio has been determined, which, as of the Effective Date, has been set at 80% for Category A claims, which consist of Asbestos PI Claims involving severe asbestosis and malignancies (Disease Levels IV – VIII) that were unliquidated as of the Commencement Date, and at 20% for Category B claims, which are Asbestos PI Claims involving non-malignant Asbestosis or Pleural Disease (Disease Levels II and III) that were similarly unliquidated as of the Commencement Date. The Claims Payment Ratio shall not apply to any Qualified Asbestos PI Claims or to any claims involving Other Asbestos Disease (Disease Level I – Cash Discount Payment).

In each year, after the determination of the Maximum Available Payment described in Section 2.4 above, 80% of that amount will be available to pay Category A claims and 20% will be available to pay Category B claims placed in the FIFO Payment Queue described in Section 5.1(c) below. In the event there are insufficient funds in any year to pay the liquidated claims within either or both of the Categories, the available funds allocated to the particular Category shall be paid to the maximum extent to claimants in that Category based on their place in the FIFO Payment Queue. Claims for which there are insufficient funds allocated to the relevant Category shall be carried over to the next year where they shall be placed at the head of the FIFO Payment Queue. If there are excess funds in either or both Categories, because there is an insufficient amount of liquidated claims to exhaust the respective Maximum Available Payment amount for that Category, then the excess funds for either or both Categories shall be rolled over and remain dedicated to the respective Category to which they were originally allocated.

The 80%/20% Claims Payment Ratio and its rollover provision shall apply to all Asbestos PI Trust Voting Claims (except claims that, pursuant to Section 2.5 above, are not

subject to the Claims Payment Ratio) and shall not be amended until the second anniversary of the date the Asbestos PI Trust first accepts for processing proof of claim forms and other materials required to file a claim with the Asbestos PI Trust. Thereafter, both the Claims Payment Ratio and its rollover provision shall be continued or recalibrated to 95%/5% or 92.5%/7.5% in order to approximately reflect the actual number of Asbestos PI Claims, including Qualified Asbestos PI Claims, that have been paid pursuant to these Trust Distribution Procedures.

In considering whether to make any amendments to the Claims Payment Ratio and/or its rollover provisions, the Asbestos PI Trustees shall consider the reasons for which the Claims Payment Ratio and its rollover provisions were adopted, the settlement history that gave rise to its calculation, and the foreseeability or lack of foreseeability of the reasons why there would be any need to make an amendment. In that regard, the Asbestos PI Trustees should keep in mind the interplay between the Payment Percentage and the Claims Payment Ratio as it affects the net cash actually paid to claimants.

In any event, no amendment to the Claims Payment Ratio (i) to reduce the percentage allocated to Category A claims may be made without the unanimous consent of the Asbestos PI Trust Advisory Committee members and the consent of the Future Claimants' Representative and (ii) to increase the percentage allocated to Category A claims may be made without the consent of the Asbestos PI Trust Advisory Committee and the consent of the Future Claimants' Representative. In the case of any amendments to the Claims Payment Ratio, the consent process set forth in Sections 6.7(b) and 7.7(b) of the Asbestos PI Trust Agreement shall apply. The Asbestos PI Trustees, with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative, may offer the option of a reduced Payment Percentage to

holders of claims in either Category A or Category B in return for prompter payment (the “Reduced Payment Option”).

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

SECTION III Asbestos PI Trust Distribution Procedures Administration

3.1. Asbestos PI Trust Advisory Committee and Future Claimants’ Representative.

Pursuant to the Plan and the Asbestos PI Trust Agreement, the Asbestos PI Trust and these Asbestos PI Trust Distribution Procedures shall be administered by the Asbestos PI Trustees in consultation with the Asbestos PI Trust Advisory Committee, which represents the interests of holders of present Asbestos PI Claims, and the Future Claimants’ Representative, who represents the interests of holders of Asbestos PI Claims that will be asserted in the future. The Asbestos PI Trustees shall obtain the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants’ Representative on any amendments to these Asbestos PI Trust Distribution Procedures pursuant to Section 8.1 below, and on such other matters as are otherwise required below and in Section 2.2(e) of the Asbestos PI Trust Agreement. The Asbestos PI Trustees shall also consult with the Asbestos PI Trust Advisory Committee and the Future Claimants’ Representative on such matters as are provided below and in Section 2.2(d) of the Asbestos PI Trust Agreement. The initial Asbestos PI Trustees, the initial members of the Asbestos PI Trust Advisory Committee and the initial Future Claimants’ Representative are identified in the Asbestos PI Trust Agreement.

3.2. Consent and Consultation Procedures. In those circumstances in which consultation or consent is required, the Asbestos PI Trustees shall provide written notice to the

Asbestos PI Trust Advisory Committee and the Future Claimants' Representative of the specific amendment or other action that is proposed. The Asbestos PI Trustees shall not implement such amendment nor take such action unless and until the parties have engaged in the Consultation Process described in Sections 6.7(a) and 7.7(a), or the Consent Process described in Sections 6.7(b) and 7.7(b), of the Asbestos PI Trust Agreement, respectively.

SECTION IV Payment Percentage; Periodic Estimates

4.1. Uncertainty of THAN's Personal Injury Asbestos Liabilities. As discussed above, there is inherent uncertainty regarding THAN's total asbestos-related tort liabilities, as well as the total value of the assets available to the Asbestos PI Trust to pay Asbestos PI Claims. Consequently, there is inherent uncertainty regarding the amounts that holders of Asbestos PI Claims shall receive. To seek to ensure substantially equivalent treatment of all present and future Asbestos PI Claims, the Asbestos PI Trustees must determine from time to time the percentage of full liquidated value that holders of present and future Asbestos PI Claims shall be likely to receive, *i.e.*, the "Payment Percentage" described in Section 2.3 above and Section 4.2 below.

4.2. Computation of Payment Percentage. As provided in Section 2.3 above, the Initial Payment Percentage has been adjusted to 30% and shall apply to all Asbestos PI Trust Voting Claims (except Qualified Asbestos PI Claims, to which the original 100% Initial Payment Percentage shall apply) as defined in Section 2.3 above, unless the Asbestos PI Trustees, with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative, determine that the Initial Payment Percentage should be further changed to assure that the Asbestos PI Trust shall be in a financial position to pay present and future holders of Asbestos PI Claims in substantially the same manner.

In making any such adjustment, the Asbestos PI Trustees, the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative shall take into account the fact that the holders of Asbestos PI Trust Voting Claims voted on the Plan relying on the findings of experts that the Initial Payment Percentage represented a reasonably reliable estimate of the PI Trust's total assets and liabilities over its life based on the best information available at the time, and shall thus give due consideration to the expectations of holders of Asbestos PI Trust Voting Claims that the Initial Payment Percentage would be applied to their Asbestos PI Trust Voting Claims.

Except with respect to those Asbestos PI Trust Voting Claims to which the Initial Payment Percentage applies, the Payment Percentage shall be subject to change pursuant to the terms of these Asbestos PI Trust Distribution Procedures and the Asbestos PI Trust Agreement if the Asbestos PI Trustees, with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative, determine that an adjustment is required. No less frequently than once every three (3) years, commencing with the first day of January occurring after the Effective Date, the Asbestos PI Trustees shall reconsider the then-applicable Payment Percentage to assure that it is based on accurate, current information and may, after such reconsideration, change the Payment Percentage if necessary with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative. The Asbestos PI Trustees shall also reconsider the then-applicable Payment Percentage at shorter intervals if they deem such reconsideration to be appropriate or if requested to do so by the Asbestos PI Trust Advisory Committee or the Future Claimants' Representative.

The Asbestos PI Trustees must base their determination of the Payment Percentage on current estimates of the number, types, and values of present and future Asbestos PI Claims, the

value of the assets then available to the Asbestos PI Trust for their payment, all anticipated administrative and legal expenses, and any other material matters that are reasonably likely to affect the sufficiency of funds to pay a comparable percentage of full value to all present and future holders of Asbestos PI Claims. When making these determinations, the Asbestos PI Trustees shall exercise common sense and flexibly evaluate all relevant factors. The Payment Percentage applicable to Category A or Category B claims may not be reduced to alleviate delays in payments of claims in the other Category; both Categories of claims shall receive the same Payment Percentage, but the payment may be deferred as needed pursuant to Section 7.3 below, and a Reduced Payment Option may be instituted as described in Section 2.5 above.

4.3. Applicability of the Payment Percentage. Except as otherwise provided in Section 5.1(c) below for Asbestos PI Claims involving deceased or incompetent claimants for which approval of the Asbestos PI Trust's offer by a court or through a probate process is required, no holder of any Asbestos PI Claims, other than an Asbestos PI Claim for Other Asbestos Disease (Disease Level I - Cash Discount Payment) or a Qualified Asbestos PI Claim, shall receive a payment that exceeds the liquidated value of the claim times the Payment Percentage in effect at the time of payment. Asbestos PI Claims involving Other Asbestos Disease (Disease Level I - Cash Discount Payment) shall not be subject to the Payment Percentage, but shall instead be paid the full amount of their Scheduled Value as set forth in Section 5.3(a)(3) below. Qualified Asbestos PI Claims shall be subject to the original Initial Payment Percentage of 100%.

If a redetermination of the Payment Percentage has been proposed in writing by the Asbestos PI Trustees to the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative, but has not yet been adopted, the claimant shall receive the lower of the current

Payment Percentage or the proposed Payment Percentage. However, if the proposed Payment Percentage was the lower amount but was not subsequently adopted, the claimant shall thereafter receive the difference between the lower proposed amount and the higher current amount. Conversely, if the proposed Payment Percentage was the higher amount and was subsequently adopted, the claimant shall thereafter receive the difference between the lower current amount and the higher adopted amount.

There is uncertainty surrounding the amount of the Asbestos PI Trust's future assets. There is also uncertainty surrounding the totality of the Asbestos PI Claims to be paid over time, as well as the extent to which changes in existing federal and state law could affect the Asbestos PI Trust's liabilities under these Asbestos PI Trust Distribution Procedures. If the value of the Asbestos PI Trust's future assets increases significantly and/or if the value or volume of Asbestos PI Trust claims actually filed with the Asbestos PI Trust is significantly lower than originally estimated, the Asbestos PI Trust shall use those proceeds and/or claims savings, as the case may be, first to maintain the Payment Percentage then in effect.

If the Asbestos PI Trustees, with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative, make a determination to increase the Payment Percentage due to a material change in the estimates of the Asbestos PI Trust's future assets and/or liabilities, the Asbestos PI Trustees shall also make supplemental payments to all claimants who previously liquidated their claims against the Asbestos PI Trust and received payments based on a lower Payment Percentage. The amount of any such supplemental payment shall be the liquidated value of the claim in question times the newly adjusted Payment Percentage, less all amounts previously paid to the claimant with respect to the claim (excluding

the portion of such previously paid amounts that was attributable to any sequencing adjustment paid pursuant to Section 7.5 below).

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

SECTION V

Resolution of Asbestos PI Claims

5.1. Ordering, Processing and Payment of Claims.

(a) Ordering of Claims.

(1) Establishment of FIFO Processing Queues. The Asbestos PI Trust shall order all claims that are sufficiently complete to be reviewed for processing purposes on a FIFO basis except as otherwise provided herein (the "FIFO Processing Queue"). Qualified Asbestos PI Claims do not require processing by the Asbestos PI Trust and thus shall not be placed in the FIFO Processing Queue. For all claims filed on or before the date six (6) months after the date that the Asbestos PI Trust first makes available the proof of claim forms and other claims materials required to file a claim with the Asbestos PI Trust (the "Initial Claims Filing Date"), a claimant's position in the FIFO Processing Queue shall be determined as of the earliest of (i) the date prior to the Commencement Date that the specific claim was either filed against THAN in the tort system or was actually submitted to THAN pursuant to an administrative settlement agreement; (ii) the date before the Commencement Date that the asbestos claim was filed against

another defendant in the tort system if at the time the claim was subject to a tolling agreement with THAN; (iii) the date after the Commencement Date but before the date that the Asbestos PI Trust first makes available the proof of claim forms and other claims materials required to file a claim with the Asbestos PI Trust that the asbestos claim was filed against another defendant in the tort system; (iv) the date after the Commencement Date but before the Effective Date that a proof of claim was filed by the claimant against THAN in THAN's Chapter 11 case; or (v) the date a ballot was submitted on behalf of the claimant for purposes of voting to accept or reject the Plan pursuant to voting procedures approved by the Bankruptcy Court.

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

(2) Effect of Statutes of Limitations and Repose. All unliquidated Asbestos PI Claims must meet either: (i) for claims first filed in the tort system against THAN prior to the Commencement Date, the applicable federal, state and foreign statute of limitations and repose that was in effect at the time of the filing of the claim in the tort system; or (ii) for claims not filed against THAN in the tort system prior to the Commencement Date, the applicable federal, state or foreign statute of limitations that was in effect at the time of the filing with the Asbestos PI Trust. However, the running of the relevant statute of limitations shall be tolled as of the

earliest of: (A) the actual filing of the claim against THAN prior to the Commencement Date, whether in the tort system or by submission of the claim to THAN pursuant to an administrative settlement agreement; (B) the tolling of the claim against THAN prior to the Commencement Date by an agreement or otherwise, provided such tolling was still in effect on the Commencement Date; (C) the submission of the claim in the Pre-Effective Date Claims Review process or (D) the Commencement Date.

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

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

(c) Payment of Claims. Asbestos PI Claims that have been liquidated by the Expedited Review Process as provided in Section 5.3(a) below, by the Individual Review Process as provided in Section 5.3(b) below, by mediation or arbitration as provided in Section 5.10 below, or by litigation in the tort system as provided in Section 5.11 below, shall be paid in

FIFO order based on the date their liquidation became final (the “FIFO Payment Queue”), all such payments being subject to the applicable Payment Percentage, the Maximum Annual Payment, the Maximum Available Payment, the Claims Payment Ratio and the sequencing adjustment provided for in Section 7.5 below, except as otherwise provided herein. Qualified Asbestos PI Claims shall be paid by the Asbestos PI Trust as provided in the Plan and shall not be placed in the FIFO Payment Queue.

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

If any claims are liquidated on the same date, the claimant’s position in the FIFO Payment Queue shall be determined by the date of the diagnosis of the claimant’s asbestos-related disease. If any claims are liquidated on the same date and the respective claimants’ asbestos-related diseases were diagnosed on the same date, the position of those claimants’ in the FIFO Payment Queue shall be determined by the Asbestos PI Trust based on the dates of the claimants’ births, with older claimants given priority over younger claimants.

5.2. Payment of Qualified Asbestos PI Claims. In accordance with the Plan, (i) THAN shall transfer a list of Qualified Asbestos PI Claims to the Asbestos PI Trust on the Effective Date and (ii) the Asbestos PI Trust shall pay Qualified Asbestos PI Claims on the Effective Date or as soon thereafter as reasonably practicable. The list of Qualified Asbestos PI Claims shall include the claimant's name, date of birth, social security number, law firm, payment instruction, Disease Level and liquidated value. Qualified Asbestos PI Claims do not require additional review or processing by the Asbestos PI Trust because such claims were reviewed and approved by the Claims Reviewer during the Pre-Effective Date Claims Review process using the Medical/Exposure Criteria set forth in these Asbestos PI Trust Distribution Procedures. The Claims Reviewer assigned liquidated values to such Qualified Asbestos PI Claims based upon the claim values provided for in these Asbestos PI Trust Distribution Procedures. Qualified Asbestos PI Claims shall be subject to the original Initial Payment Percentage of 100% and shall not be subject to the Maximum Annual Payment or Claims Payment Ratio.

5.3. Resolution of Unliquidated Asbestos PI Claims. Within six (6) months after the establishment of the Asbestos PI Trust, the Asbestos PI Trustees, with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative, shall adopt procedures for reviewing and liquidating all unliquidated Asbestos PI Claims, which shall include deadlines for processing such claims. Such procedures shall also require that claimants seeking resolution of unliquidated Asbestos PI Claims must first file a proof of claim form, together with the required supporting documentation, in accordance with the provisions of Sections 6.1 and 6.2 below. It is anticipated that the Asbestos PI Trust shall provide an initial response to the claimant within six (6) months of receiving the proof of claim form.

The proof of claim form shall require the claimant to assert his or her claim for the highest Disease Level for which the claim qualifies at the time of filing. Irrespective of the Disease Level alleged on the proof of claim form, all claims shall be deemed to be a claim for the highest Disease Level for which the claim qualifies at the time of filing, and all lower Disease Levels for which the claim may also qualify at the time of filing or in the future shall be treated as subsumed into the higher Disease Level for both processing and payment purposes. The proof of claim form also shall require the claimant to elect the Expedited Review Process, as described in Section 5.3(a) below, or the Individual Review Process, as described in Section 5.3(b) below, if such election is available under these Asbestos PI Trust Distribution Procedures for the Disease Level alleged by the claimant.

Upon filing of a valid proof of claim form with the required supporting documentation, the claim shall be placed in the FIFO Processing Queue in accordance with the ordering criteria described in Section 5.1(a) above.

(a) Expedited Review Process.

(1) In General. The Asbestos PI Trust's Expedited Review Process is designed primarily to provide an expeditious, efficient and inexpensive method for liquidating all Asbestos PI Claims (except those involving Lung Cancer 2 – Disease Level VI and all Foreign Claims (as defined below)), which shall only be liquidated pursuant to the Asbestos PI Trust's Individual Review Process) where the claim can easily be verified by the Asbestos PI Trust as meeting the presumptive Medical/Exposure Criteria for the relevant Disease Level. Expedited Review thus provides claimants with a substantially less burdensome process for pursuing Asbestos PI Claims than does the Individual Review Process described in Section 5.3(b) below.

Expedited Review is also intended to provide qualifying claimants a fixed and certain claim value.

Thus, claims that undergo Expedited Review and meet the presumptive Medical/Exposure Criteria for the relevant Disease Level shall be paid the Scheduled Value for such Disease Level set forth in Section 5.3(a)(3) below. However, except for claims involving Other Asbestos Disease (Disease Level I), all claims liquidated by Expedited Review shall be subject to the applicable Payment Percentage, the Maximum Available Payment, and the Claims Payment Ratio limitations set forth herein. Claimants holding claims that cannot be liquidated by Expedited Review because they do not meet the presumptive Medical/Exposure Criteria for the relevant Disease Level may elect the Asbestos PI Trust's Individual Review Process set forth in Section 5.3(b) below.

Subject to the provisions of Section 5.8, the claimant's eligibility to receive the Scheduled Value for his or her Asbestos PI Claim pursuant to the Expedited Review Process shall be determined solely by reference to the Medical/Exposure Criteria set forth below for each of the Disease Levels eligible for Expedited Review.

(2) Claims Processing Under Expedited Review. All claimants seeking liquidation of an Asbestos PI Claim pursuant to Expedited Review shall file the Asbestos PI Trust's proof of claim form. As a proof of claim form is reached in the FIFO Processing Queue, the Asbestos PI Trust shall determine whether the claim described therein meets the Medical/Exposure Criteria for one of the seven Disease Levels eligible for Expedited Review, and shall advise the claimant of its determination. If the Medical/Exposure Criteria for a Disease Level are determined to have been met, the Asbestos PI Trust shall tender to the claimant an offer of payment of the Scheduled Value for the relevant Disease Level multiplied by the

applicable Payment Percentage, together with a form of release approved by the Asbestos PI Trust. If the claimant accepts the Scheduled Value and returns the release properly executed, the claim shall be placed in the FIFO Payment Queue, following which the Asbestos PI Trust shall disburse payment subject to the limitations of the Maximum Available Payment and Claims Payment Ratio, if any.

(3) Disease Levels, Scheduled Values and Medical/Exposure Criteria. The eight Disease Levels covered by these Asbestos PI Trust Distribution Procedures, together with the Medical/Exposure Criteria for each, and the Scheduled Values for the seven Disease Levels eligible for Expedited Review, are set forth below. These Disease Levels, Scheduled Values, and Medical/Exposure Criteria shall apply to all Asbestos PI Trust Voting Claims filed with the Asbestos PI Trust on or before the Initial Claims Filing Date provided in Section 5.1 above for which the claimant elects the Expedited Review Process. Thereafter, for purposes of administering the Expedited Review Process and, with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants’ Representative, the Asbestos PI Trustees may: add to, change or eliminate Disease Levels, Scheduled Values, or Medical/Exposure Criteria; develop subcategories of Disease Levels, Scheduled Values or Medical/Exposure Criteria; or determine that a novel or exceptional Asbestos PI Claim is compensable even though it does not meet the Medical/Exposure Criteria for any of the then current Disease Levels. Because claimants seeking to recover from the Asbestos PI Trust who fall within Disease Level VI may not undergo Expedited Review and must undergo Individual Review, no Scheduled Value is provided.

Disease Level	THAN Scheduled Values	Medical/Exposure Criteria
---------------	-----------------------	---------------------------

Mesothelioma (Level VIII)	\$150,000	(1) Diagnosis ² of mesothelioma; and (2) THAN Exposure as defined in Section 5.7(b)(3) below
Lung Cancer 1 (Level VII)	\$65,000	(1) Diagnosis of a primary lung cancer plus evidence of an underlying Bilateral Asbestos Related Nonmalignant Disease, ³ (2) six months THAN Exposure prior to December 31, 1986, (3) Significant Occupational Exposure ⁴ to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the lung cancer in question.
Lung Cancer 2 (Level VI)	None	(1) Diagnosis of a primary lung cancer; (2) THAN Exposure prior to December 31, 1986, and (3) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the lung cancer in question. Lung Cancer 2 (Level VI) claims

² The requirements for a diagnosis of an asbestos-related disease that may be compensated under the provisions of these Asbestos PI Trust Distribution Procedures are set forth in Section 5.7 below.

³ Evidence of “Bilateral Asbestos-Related Nonmalignant Disease” for purposes of meeting the criteria for establishing Disease Levels I, II, III, V, and VII, means either (i) a chest X-ray read by a qualified B reader of 1/0 or higher on the ILO scale or (ii)(x) a chest x-ray read by a qualified B reader or other Qualified Physician, (y) a CT scan read by a Qualified Physician, or (z) pathology, in each case showing either bilateral interstitial fibrosis, bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification. Evidence submitted to demonstrate (i) or (ii) above must be in the form of a written report stating the results (e.g., an ILO report, a written radiology report or a pathology report). Solely for asbestos claims filed against THAN or another defendant in the tort system prior to the Commencement Date, if an ILO reading is not available, either (i) a chest X-ray or a CT scan read by a Qualified Physician, or (ii) pathology, in each case showing bilateral interstitial fibrosis, bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification consistent with or compatible with a diagnosis of asbestos-related disease, shall be evidence of a Bilateral Asbestos-Related Nonmalignant Disease for purposes of meeting the presumptive medical requirements of Disease Levels I, II, III, V and VII. Pathological proof of asbestosis may be based on the pathological grading system for asbestosis described in the Special Issue of the Archives of Pathology and Laboratory Medicine, “Asbestos-associated Diseases,” Vol. 106, No. 11, App. 3 (October 8, 1982). For all purposes of these Asbestos PI Trust Distribution Procedures, a “Qualified Physician” is a physician who is board certified (or in the case of Canadian Claims or Foreign Claims, a physician who is certified or qualified under comparable medical standards or criteria of the jurisdiction in question) in one or more relevant specialized fields of medicine such as pulmonology, radiology, internal medicine or occupational medicine; provided, however, subject to the provisions of Section 5.8, that the requirement for board certification in this provision shall not apply to otherwise qualified physicians whose x-rays and/or CT scan readings are submitted for deceased holders of Asbestos PI Claims.

⁴ “Significant Occupational Exposure” is defined in Section 5.7(b)(2) below.

		are claims that do not meet the more stringent medical and/or exposure requirements of Lung Cancer (Level VII) claims. All claims in this Disease Level shall be individually evaluated. The estimated likely average of the individual evaluation awards for this category is \$20,000, with such awards capped at \$75,000 , unless the claim qualifies for Extraordinary Claim treatment (discussed in Section 5.4 below). Level VI claims that show no evidence of either an underlying Bilateral Asbestos-Related Non-malignant Disease or Significant Occupational Exposure may be individually evaluated, although it is not expected that such claims shall be treated as having any significant value, especially if the claimant is also a Smoker. ⁵ In any event, no presumption of validity shall be available for any claims in this category.
Other Cancer (Level V)	\$30,000	(1) Diagnosis of a primary colorectal, laryngeal, esophageal, pharyngeal, or stomach cancer, plus evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease, (2) six months THAN Exposure prior to December 31, 1986, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the other cancer in question.
Severe Asbestosis (Level IV)	\$60,000	(1) Diagnosis of asbestosis with ILO of 2/1 or greater, or asbestosis determined by

⁵ There is no distinction between Non-Smokers and Smokers for either Lung Cancer 1 (Level VII) or Lung Cancer 2 (Level VI), although a claimant who meets the more stringent requirements of Lung Cancer 1 (Level VII) (evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease plus Significant Occupational Exposure), and who is also a Non-Smoker, may wish to have his or her claim individually evaluated by the Asbestos PI Trust. In such a case, absent circumstances that would otherwise reduce the value of the claim, it is anticipated that the liquidated value of the claim might well exceed the Scheduled Value for Lung Cancer 1 (Level VII), shown above. “Non-Smoker” means a claimant who either (a) never smoked or (b) has not smoked during any portion of the twelve (12) years immediately prior to the diagnosis of the lung cancer.

		pathological evidence of asbestosis, plus (a) TLC less than 65%, or (b) FVC less than 65% and FEV1/FVC ratio greater than 65%, (2) six months THAN Exposure prior to December 31, 1986, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the pulmonary impairment in question.
Asbestosis/Pleural Disease (Level III)	\$8,000	(1) Diagnosis of Bilateral Asbestos-Related Nonmalignant Disease plus (a) TLC less than 80%, or (b) FVC less than 80% and FEV1/FVC ratio greater than or equal to 65%, and (2) six months THAN Exposure prior to December 31, 1986, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the pulmonary impairment in question.
Asbestosis/Pleural Disease (Level II)	\$3,800	(1) Diagnosis of a Bilateral Asbestos-Related Nonmalignant Disease, and (2) six months THAN Exposure prior to December 31, 1986, and (3) five years cumulative occupational exposure to asbestos.
Other Asbestos Disease (Level I Cash Discount Payment)	\$500	(1) Diagnosis of a Bilateral Asbestos-Related Nonmalignant Disease or an asbestos-related malignancy other than mesothelioma, and (2) THAN Exposure prior to December 31, 1986.

(b) Individual Review Process.

(1) In General. Subject to the provisions set forth below, a claimant may elect to have his or her Asbestos PI Claim reviewed for purposes of determining whether the claim would be compensable in the tort system even though it does not meet the presumptive

Medical/Exposure Criteria for any of the Disease Levels set forth in Section 5.3(a)(3) above. In addition or alternatively, a claimant holding an Asbestos PI Claim involving Disease Levels II, III, IV, V, VII or VIII may elect to have a claim undergo the Individual Review Process for purposes of determining whether the liquidated value of the claim exceeds the Scheduled Value for the relevant Disease Level also set forth in said provision. However, until such time as the Asbestos PI Trust has made an offer on a claim pursuant to Individual Review, the claimant may change his or her Individual Review election and have the claim liquidated pursuant to the Asbestos PI Trust's Expedited Review Process. In the event of such a change in the processing election, the claimant shall nevertheless retain his or her place in the FIFO Processing Queue.

The liquidated value of all Foreign Claims payable under these Asbestos PI Trust Distribution Procedures shall be established only under the Asbestos PI Trust's Individual Review Process. Asbestos PI Claims of individuals exposed in Canada who were resident in Canada when such claims were filed ("Canadian Claims") shall not be considered Foreign Claims hereunder and shall be eligible for liquidation under the Expedited Review Process. Accordingly, a "Foreign Claim" is an Asbestos PI Claim with respect to which the claimant's exposure to an asbestos-containing product, or to conduct that exposed the claimant to an asbestos-containing product, for which THAN has legal responsibility occurred outside of the United States and its Territories and Possessions and outside of the Provinces and Territories of Canada.

In reviewing Foreign Claims, the Asbestos PI Trust shall take into account all relevant procedural and substantive legal rules to which the claims would be subject in the Claimant's Jurisdiction as defined in Section 5.3(b)(2) below. The Asbestos PI Trust shall determine the

liquidated value of a Foreign Claim based on historical settlements and verdicts in the Claimant's Jurisdiction as well as the other valuation factors set forth in Section 5.3(b)(2) below.

For purposes of the Individual Review Process for Foreign Claims, the Asbestos PI Trustees, with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative, may develop separate Medical/Exposure Criteria and standards, as well as separate requirements for physician and other professional qualifications, which shall be applicable to Foreign Claims channeled to the Asbestos PI Trust; provided, however, that such criteria, standards or requirements shall not effectuate substantive changes to the claims eligibility requirements under these Asbestos PI Trust Distribution Procedures, but rather shall be made only for the purpose of adapting those requirements to the particular licensing provisions and/or medical customs or practices of the foreign country in question.

At such time as the Asbestos PI Trust has sufficient historical settlement, verdict and other valuation data for claims from a particular foreign jurisdiction, the Asbestos PI Trustees, with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative, may also establish a separate valuation matrix for any such Foreign Claims based on that data.

(A) Review of Medical/Exposure Criteria. The Asbestos PI Trust's Individual Review Process provides a claimant with an opportunity for individual consideration and evaluation of an Asbestos PI Claim that fails to meet the presumptive Medical/Exposure Criteria for Disease Levels I - V, VII or VIII. In such a case, the Asbestos PI Trust shall either deny the claim, or, if the Asbestos PI Trust is satisfied that the claimant has presented a claim that would be cognizable and valid in the tort system,

the Asbestos PI Trust can offer the claimant a liquidated value amount up to the Scheduled Value for that Disease Level.

(B) Review of Liquidated Value. Claimants holding claims in Disease Levels II-VIII shall also be eligible to seek Individual Review of the liquidated value of their Asbestos PI Claims, as well as of their medical/exposure evidence. The Individual Review Process is intended to result in payments equal to the full liquidated value for each claim multiplied by the Payment Percentage; however, the liquidated value of any Asbestos PI Claim that undergoes Individual Review may be determined to be less than the Scheduled Value the claimant would have received under Expedited Review. Moreover, the liquidated value for a claim involving Disease Levels II– VIII shall not exceed the Maximum Value for the relevant Disease Level set forth in Section 5.3(b)(3) below, unless the claim meets the requirements of an Extraordinary Claim described in Section 5.4(a) below, in which case its liquidated value cannot exceed the maximum extraordinary value set forth in Section 5.4(a) for such claims. Because the detailed examination and valuation process pursuant to Individual Review requires substantial time and effort, claimants electing to undergo the Individual Review Process may be paid the liquidated value of their Asbestos PI Claims later than would have been the case had the claimant elected the Expedited Review Process. Subject to the provisions of Section 5.8, the Asbestos PI Trust shall devote reasonable resources to the review of all claims to ensure that there is a reasonable balance maintained in reviewing all classes of claims.

(2) Valuation Factors to Be Considered in Individual Review. The Asbestos PI Trust shall liquidate the value of each Asbestos PI Claim that undergoes Individual Review based on the historic liquidated values of other similarly-situated claims in the tort system for the

same Disease Level. The Asbestos PI Trust shall thus take into consideration all of the factors that affect the severity of damages and values within the tort system including, but not limited to, credible evidence of (i) the degree to which the characteristics of a claim differ from the presumptive Medical/Exposure Criteria for the Disease Level in question; (ii) factors such as the claimant's age, disability, employment status, disruption of household, family or recreational activities, dependencies, special damages, and pain and suffering; (iii) whether the claimant's damages were (or were not) caused by asbestos exposure, including exposure to an asbestos-containing product, or to conduct that exposed the claimant to an asbestos-containing product, for which THAN has legal responsibility, prior to December 31, 1986 (for example, alternative causes, and the strength of documentation of injuries); (iv) the industry of exposure; (v) settlement and verdict histories in the Claimant's Jurisdiction for similarly-situated claims; and (vi) the greater of (a) settlement and verdict histories for the claimant's law firm for similarly situated claims or (b) settlement and verdict histories for the claimant's law firm in the Claimant's Jurisdiction including all cases where the claimant's law firm satisfies the Asbestos PI Trust, on the basis of clear and convincing evidence provided to the Asbestos PI Trust, that the claimant's law firm played a substantial role in the prosecution and resolution of the cases, such as actively participating in court appearances, discovery and/or trial of the cases, irrespective of whether a second law firm was also involved and would also be entitled to include the cases in its "settlement and verdict histories." For the avoidance of doubt, mere referral of a case, without further direct involvement, will not be viewed as having played a substantial role in the prosecution and resolution of a case. In liquidating the value of an Asbestos PI Claim that undergoes Individual Review, the Asbestos PI Trust shall treat a claimant as living if the claimant was alive at the time the initial pre-petition complaint was filed, the claim was

submitted to the Claims Reviewer in the Pre-Effective Date Claims Review process or the proof of claim form was filed with the Asbestos PI Trust even if the claimant has subsequently died.

For these purposes, the “Claimant’s Jurisdiction” is the jurisdiction in which the claim was filed (if at all) against THAN in the tort system prior to the Commencement Date. If the claim was not filed against THAN in the tort system prior to the Commencement Date, the claimant may elect as the Claimant’s Jurisdiction either (i) the jurisdiction in which the claimant resides at the time of diagnosis or when the claim is filed with the Asbestos PI Trust; or (ii) a jurisdiction in which the claimant experienced exposure to an asbestos-containing product, or to conduct that exposed the claimant to an asbestos-containing product, for which THAN has legal responsibility.

With respect to the “Claimant’s Jurisdiction” in the event a personal representative or authorized agent makes a claim under these Asbestos PI Trust Distribution Procedures for wrongful death with respect to which the governing law of the Claimant’s Jurisdiction could only be the Alabama Wrongful Death Statute, the Claimant’s Jurisdiction for such claim shall be the Commonwealth of Pennsylvania and such claimant’s damages shall be determined pursuant to the statutory and common laws of the Commonwealth of Pennsylvania without regard to its choice of law principles. The choice of law provision in Section 7.4 below applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant’s Jurisdiction pursuant to Section 5.3(b)(2) is determined to be the Alabama Wrongful Death Statute, shall only govern the rights between the Asbestos PI Trust and the claimant, and, to the extent the Asbestos PI Trust seeks recovery from any entity that provided insurance coverage to THAN, the Alabama Wrongful Death Statute shall govern.

With respect to the “Claimant’s Jurisdiction” in the event a claim is made under these Asbestos PI Trust Distribution Procedures for compensatory damages that would otherwise satisfy the criteria for payment under these Asbestos PI Trust Distribution Procedures, but the claimant is foreclosed from payment because the governing law of the Claimant’s Jurisdiction (the “Foreclosed Jurisdiction”) describes the claim as a claim for “exemplary” or “punitive” damages and the claimant would have no other remedy for compensation under the law of the Foreclosed Jurisdiction, the claimant may elect the Commonwealth of Pennsylvania as the Claimant’s Jurisdiction, and such claimant’s damages shall be determined pursuant to the statutory and common laws of the Commonwealth of Pennsylvania without regard to its choice of law principles. The choice of law provision in Section 7.4 below applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant’s Jurisdiction pursuant to Section 5.3(b)(2) is determined to be the law of the Foreclosed Jurisdiction, shall govern only the rights between the Asbestos PI Trust and the claimant, and, to the extent the Asbestos PI Trust seeks recovery from any entity that provided insurance coverage to THAN, the law of the Foreclosed Jurisdiction shall govern.

(3) Scheduled, Average and Maximum Values. The Scheduled, Average and Maximum Values for claims involving Disease Levels I-VIII are the following:

Scheduled Disease	Scheduled Value	Average Value	Maximum Value
Mesothelioma (Level VIII)	\$150,000	\$238,000	\$900,000
Lung Cancer 1 (Level VII)	\$65,000	\$89,900	\$250,000
Lung Cancer 2 (Level VI)	None	\$20,000	\$75,000
Other Cancer (Level V)	\$30,000	\$50,000	\$70,000
Severe Asbestosis (Level IV)	\$60,000	\$67,600	\$250,000
Asbestosis/Pleural Disease (Level III)	\$8,000	\$8,600	\$15,000

Scheduled Disease	Scheduled Value	Average Value	Maximum Value
Asbestosis/Pleural Disease (Level II)	\$3,800	\$4,200	\$8,000
Other Asbestos Disease Cash Discount Payment (Level I)	\$500	None	None

These Scheduled Values, Average Values and Maximum Values shall apply to all Asbestos PI Trust Voting Claims filed with the Asbestos PI Trust on or before the Initial Claims Filing Date as provided in Section 5.1 above. Thereafter, the Asbestos PI Trust, with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants’ Representative pursuant to Sections 6.7(b) and 7.7(b) of the Asbestos PI Trust Agreement, may change these valuation amounts for good cause and consistent with other restrictions on the amendment power.

(4) Claims Processing under Individual Review. At the conclusion of the Individual Review Process, the Asbestos PI Trust shall: (i) determine the liquidated value, if any, of the claim; and (ii) advise the claimant of its determination. If the Asbestos PI Trust establishes a liquidated value, it shall tender to the claimant an offer of payment of the aforementioned determined value multiplied by the applicable Payment Percentage, together with a form of release approved by the Asbestos PI Trust. If the claimant accepts the offer of payment and returns the release properly executed, the claim shall be placed in the FIFO Payment Queue, following which the Asbestos PI Trust shall disburse payment subject to the limitations of the Maximum Available Payment and Claims Payment Ratio, if any.

5.4. Categorizing Claims as Extraordinary and/or Exigent.

(a) Extraordinary Claims. “Extraordinary Claim” means an Asbestos PI Claim that otherwise satisfies the Medical Criteria for Disease Levels IV – VIII, and that is held by a claimant whose exposure to asbestos (i) occurred predominantly as a result of working in a

facility of THAN during a period in which THAN was selling, distributing, processing, manufacturing or otherwise handling asbestos-containing product at that facility or (ii) was at least 75% the result of exposure to asbestos-containing product, or to conduct that exposed the claimant to an asbestos-containing product, for which THAN has legal responsibility, and in either case there is little likelihood of a substantial recovery elsewhere. All such Extraordinary Claims shall be presented for Individual Review and, if valid, shall be entitled to an award of up to a maximum extraordinary value of five (5) times the Scheduled Value set forth in Section 5.3(b)(3) for claims qualifying for Disease Levels IV – V, VII and VIII, and five (5) times the Average Value set forth in Section 5.3(b)(3) for claims in Disease Level VI, multiplied by the applicable Payment Percentage.

Any dispute as to Extraordinary Claim status shall be submitted to a special panel established by the Asbestos PI Trust with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative (the "Extraordinary Claims Panel"). All decisions of the Extraordinary Claims Panel shall be final and not subject to any further administrative or judicial review. An Extraordinary Claim, following its liquidation, shall be placed in the FIFO Payment Queue ahead of all other Asbestos PI Claims, except Exigent Claims (as defined in Section 5.4(b) below), based on its date of liquidation and shall be subject to the Maximum Available Payment and Claims Payment Ratio described above.

(b) Exigent Claims. At any time the Asbestos PI Trust may liquidate and pay Asbestos PI Claims that qualify as Exigent Health Claims or Exigent Hardship Claims (together, "Exigent Claims") as defined below. Exigent Claims may be considered separately under the Individual Review Process no matter what the order of processing otherwise would have been under these Asbestos PI Trust Distribution Procedures. An Exigent Claim, following its

liquidation, shall be placed first in the FIFO Payment Queue ahead of all other Asbestos PI Claims and shall be subject to the Maximum Available Payment and Claims Payment Ratio described above.

(1) Exigent Health Claims. An Asbestos PI Claim qualifies for payment as an Exigent Health Claim if the claim meets the Medical/Exposure Criteria for Mesothelioma (Disease Level VIII) and the claimant is living when the claim is filed. A claim in Disease Levels IV-VII qualifies as an Exigent Health Claim if the claim meets the Medical/Exposure Criteria for the disease level, and the claimant provides a declaration or affidavit made under penalty of perjury by a physician who has examined the claimant within one hundred twenty (120) days of the date of declaration or affidavit in which the physician states (a) that there is substantial medical doubt that the claimant will survive beyond six (6) months from the date of the declaration or affidavit, and (b) that the claimant's terminal condition is caused by the relevant asbestos-related disease.

(2) Exigent Hardship Claims. An Asbestos PI Claim qualifies for payment as an Exigent Hardship Claim if the claim meets the Medical/Exposure Criteria for Severe Asbestosis (Disease Level IV) or an asbestos-related malignancy (Disease Levels V – VIII), and the Asbestos PI Trust, in its sole discretion, determines (i) that the claimant needs financial assistance on an immediate basis based on the claimant's expenses and all sources of available income, and (ii) that there is a causal connection between the claimant's dire financial condition and the claimant's asbestos-related disease.

5.5. Secondary Exposure Claims. If a claimant alleges an asbestos-related disease resulting solely from exposure to an occupationally exposed person, such as a family member, the claimant must seek Individual Review of his or her claim pursuant to Section 5.3(b) above.

In such a case, the claimant must establish that the occupationally exposed person would have met the exposure requirements under these Asbestos PI Trust Distribution Procedures that would have been applicable had that person filed a direct claim against the Asbestos PI Trust. In addition, the claimant with secondary exposure must establish that he or she is suffering from one of the eight Disease Levels described in Section 5.3(a)(3) above or an asbestos-related disease otherwise compensable under these Asbestos PI Trust Distribution Procedures, that his or her own exposure to the occupationally exposed person occurred within the same time frame as the occupationally exposed person was exposed to asbestos-containing products or conduct for which THAN has legal responsibility, and that such secondary exposure was a cause of the claimed disease. All other liquidation and payment rights and limitations under these Asbestos PI Trust Distribution Procedures shall be applicable to such claims.

5.6. Indirect Asbestos PI Claims. Indirect Asbestos PI Claims asserted against the Asbestos PI Trust shall be treated as presumptively valid and paid by the Asbestos PI Trust subject to the applicable Payment Percentage if (a) such claim satisfied the requirements of the Bar Date for such claims established by the Bankruptcy Court, if applicable, and is not otherwise disallowed by Section 502(e) of the Code or subordinated under Section 509(c) of the Code, and (b) the holder of such claim (the “Indirect Claimant”) establishes to the satisfaction of the Asbestos PI Trustees that (i) the Indirect Claimant has paid in full the liability and obligation of the Asbestos PI Trust to the individual claimant to whom the Asbestos PI Trust would otherwise have had a liability or obligation under these Asbestos PI Trust Distribution Procedures (the “Direct Claimant”), (ii) the Direct Claimant and the Indirect Claimant have forever and fully released the Asbestos PI Trust and the Asbestos Protected Parties from all liability to the Direct Claimant and the Indirect Claimant, and (iii) the claim is not otherwise barred by a statute of

limitations or repose or by other applicable law. In no event shall any Indirect Claimant have any rights against the Asbestos PI Trust superior to the rights of the related Direct Claimant against the Asbestos PI Trust, including any rights with respect to the timing, amount or manner of payment. In addition, no Indirect Asbestos PI Claim may be liquidated and paid in an amount that exceeds what the Indirect Claimant has actually paid the related Direct Claimant in respect of such Direct Claimant's claim for which the Asbestos PI Trust would have liability.

To establish a presumptively valid Indirect Asbestos PI Claim, the Indirect Claimant's aggregate liability for the Direct Claimant's claim must also have been fixed, liquidated and paid fully by the Indirect Claimant by settlement (with an appropriate full release in favor of the Asbestos PI Trust and the Asbestos Protected Parties) or a Final Order provided that such claim is valid under the applicable state law. In any case where the Indirect Claimant has satisfied the claim of a Direct Claimant against the Asbestos PI Trust under applicable law by way of a settlement, the Indirect Claimant shall obtain for the benefit of the Asbestos PI Trust and the Asbestos Protected Parties a release in form and substance satisfactory to the Asbestos PI Trustees.

If an Indirect Claimant cannot meet the presumptive requirements set forth above, including the requirement that the Indirect Claimant provide the Asbestos PI Trust and the Asbestos Protected Parties with a full release of the Direct Claimant's claim, the Indirect Claimant may request that the Asbestos PI Trust review the Indirect Asbestos PI Claim individually to determine whether the Indirect Claimant can establish under applicable state law that the Indirect Claimant has paid all or a portion of a liability or obligation that the Asbestos PI Trust had to the Direct Claimant as of the Effective Date of these Asbestos PI Trust Distribution Procedures. If the Indirect Claimant can show that it has paid all or a portion of such a liability

or obligation, the Asbestos PI Trust shall reimburse the Indirect Claimant the amount of the liability or obligation so paid, times the then applicable Payment Percentage. However, in no event shall such reimbursement to the Indirect Claimant be greater than the amount to which the Direct Claimant would have otherwise been entitled under these Asbestos PI Trust Distribution Procedures. Further, the liquidated value of any Indirect Asbestos PI Claim paid by the Asbestos PI Trust to an Indirect Claimant shall be treated as an offset to or reduction of the full liquidated value of any Asbestos PI Claim that might be subsequently asserted by the Direct Claimant against the Asbestos PI Trust.

Any dispute between the Asbestos PI Trust and an Indirect Claimant over whether the Indirect Claimant has a right to reimbursement for any amount paid to a Direct Claimant shall be subject to the ADR Procedures. If such dispute is not resolved under the ADR Procedures, the Indirect Claimant may litigate the dispute in the tort system pursuant to Sections 5.11 and 7.6 below.

The Asbestos PI Trustees may develop and approve a separate proof of claim form for Indirect Asbestos PI Claims as provided in Section 6.1 below. Indirect Asbestos PI Claims that have not been disallowed, discharged, or otherwise resolved by prior order of the Bankruptcy Court shall be processed in accordance with procedures to be developed and implemented by the Asbestos PI Trustees consistent with the provisions of this Section 5.6, which procedures (a) shall determine the validity, allowability and enforceability of such claims; and (b) shall otherwise provide the same liquidation and payment procedures and rights to the holders of such claims as the Asbestos PI Trust would have afforded the holders of the underlying valid Asbestos PI Claims. Nothing in these Asbestos PI Trust Distribution Procedures is intended to preclude a

trust to which asbestos-related liabilities are channeled from asserting an Indirect Asbestos PI Claim against the Asbestos PI Trust subject to the requirements set forth herein.

5.7. Evidentiary Requirements.

(a) Medical Evidence.

(1) In General. All diagnoses of a Disease Level shall be accompanied by either (i) a statement by the physician providing the diagnosis that at least 10 years have elapsed between the date of first exposure to asbestos or asbestos-containing products and the diagnosis, or (ii) a history of the claimant's exposure sufficient to establish a 10-year latency period.⁶

(A) Disease Levels I – IV. Except for asbestos claims filed against THAN or any other defendant in the tort system prior to the Commencement Date, all diagnoses of a non-malignant asbestos-related disease (Disease Levels I – IV) shall be based in the case of a claimant who was living at the time the claim was filed, upon a physical examination of the claimant by the physician providing the diagnosis of the asbestos-related disease. All living claimants must also provide: (i) for Disease Levels I – III, evidence of Bilateral Asbestos-Related Nonmalignant Disease (as defined in Footnote 3 above), (ii) for Disease Level IV, an ILO reading of 2/1 or greater or pathological evidence of asbestosis; and (iii) for Disease Levels III and IV, pulmonary

⁶ All diagnoses of Asbestosis/Pleural Disease (Disease Levels II and III) not based on pathology shall be presumed to be based on findings of bilateral asbestosis or pleural disease, and all diagnoses of Mesothelioma (Disease Level VIII) shall be presumed to be based on findings that the disease involves a malignancy. However, the Asbestos PI Trust may refute such presumptions.

function testing.⁷ A finding by a physician after the Effective Date that a claimant’s disease is “consistent with” or “compatible with” asbestosis will not alone be treated by the Asbestos PI Trust as a diagnosis.

In the case of a claimant who was deceased at the time the claim was filed, all diagnoses of a non-malignant asbestos-related disease (Disease Levels I – IV) shall be based upon either (i) a physical examination of the claimant by the physician providing the diagnosis of the asbestos-related disease; or (ii) pathological evidence of the non-malignant asbestos-related disease; or (iii) in the case of Disease Levels I – III, evidence of Bilateral Asbestos-Related Nonmalignant Disease (as defined in Footnote 3 above), and for Disease Level IV, either an ILO reading of 2/1 or greater or pathological evidence of asbestosis; or (iv) for either Disease Level III or IV, pulmonary function testing.

(B) Disease Levels V – VIII. All diagnoses of an asbestos-related malignancy (Disease Levels V – VIII) shall be based upon either (i) a physical examination of the claimant by the physician providing the diagnosis of the asbestos-related disease, or (ii) a diagnosis of such a malignant Disease Level by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations (“JCAHO”).

⁷ “Pulmonary function testing” or “PFT” shall mean testing that is in material compliance with the quality criteria established by the American Thoracic Society (“ATS”) and is performed on equipment which is in material compliance with ATS standards for technical quality and calibration. PFT performed in a hospital accredited by the JCAHO (as defined in Section 5.7(a)(1)(B) below), or performed, reviewed or supervised by a board certified pulmonologist or other Qualified Physician shall be presumed to comply with ATS standards, and the claimant may submit a summary report of the testing. If the PFT was not performed in a JCAHO-accredited hospital, or performed, reviewed or supervised by a board certified pulmonologist or other Qualified Physician, the claimant must submit the full report of the testing (as opposed to a summary report); provided, however, that if the PFT was conducted prior to the Effective Date of the Plan and the full PFT report is not available, the claimant must submit a declaration signed by a Qualified Physician or other party who is qualified to make a certification regarding the PFT, in the form provided by the Asbestos PI Trust, certifying that the PFT was conducted in material compliance with ATS standards.

(C) Exception to the Exception for Certain Pre-Petition Asbestos PI

Claims. If the holder of an Asbestos PI Claim that was filed against THAN or any other defendant in the tort system prior to the Commencement Date has available a report of a diagnosing physician engaged by the holder or his or her law firm who conducted a physical examination of the holder as described in Section 5.7(a)(1)(A), or if the holder has filed such medical evidence and/or a diagnosis of the asbestos-related disease by a physician not engaged by the holder or his or her law firm who conducted a physical examination of the holder with another asbestos-related personal injury settlement trust that requires such evidence, without regard to whether the claimant or the law firm engaged the diagnosing physician, the holder shall provide such medical evidence to the Asbestos PI Trust notwithstanding the exception in Section 5.7(a)(1)(A).

(2) Credibility of Medical Evidence. Before making any payment to a claimant, the Asbestos PI Trust must have reasonable confidence that the medical evidence provided in support of the claim is credible and consistent with recognized medical standards. The Asbestos PI Trust may require the submission of X-rays, CT scans, detailed results of pulmonary function tests, laboratory tests, tissue samples, results of medical examination or reviews of other medical evidence, and may require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods and procedures to assure that such evidence is reliable. Medical evidence (i) that is of a kind shown to have been received in evidence by a state or federal judge at trial, (ii) that is consistent with evidence submitted to THAN to settle for payment similar disease cases prior to THAN's bankruptcy, or (iii) that is a diagnosis by a physician shown to have previously qualified as a medical expert with respect to the asbestos-related disease in question before a state or federal judge using the

same methodology and standard, is presumptively reliable, although the Asbestos PI Trust may seek to rebut the presumption. Notwithstanding the foregoing or any other provision of these Asbestos PI Trust Distribution Procedures, any medical evidence submitted by a physician or entity that the Asbestos PI Trust has determined, after consulting with the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative, to be unreliable shall not be acceptable as medical evidence in support of any Asbestos PI Claim.

In addition, claimants who otherwise meet the requirements of these Asbestos PI Trust Distribution Procedures for payment of an Asbestos PI Claim shall be paid irrespective of the results in any litigation at any time between the claimant and any other defendant in the tort system. However, any relevant evidence submitted in a proceeding in the tort system, other than any findings of fact, a verdict, or a judgment, involving another defendant may be introduced by either the claimant or the Asbestos PI Trust in any Individual Review proceeding conducted pursuant to 5.3(b) or any Extraordinary Claim proceeding conducted pursuant to 5.4(a).

(b) Exposure Evidence.

(1) In General. As set forth above in Section 5.3(a)(3), to qualify for any Disease Level, the claimant must demonstrate a minimum exposure to asbestos-containing products, or to conduct that exposed the claimant to an asbestos-containing product, for which THAN has legal responsibility. Claims based on conspiracy theories that involve no exposure to an asbestos-containing product sold, distributed, marketed, handled, processed or manufactured by THAN are not compensable under these Asbestos PI Trust Distribution Procedures. To meet the presumptive exposure requirements of Expedited Review set forth in Section 5.3(a)(3) above, the claimant must show (i) for all Disease Levels, THAN Exposure as defined in Section 5.7(b)(3) below prior to December 31, 1986; (ii) for Asbestos/Pleural Disease Level II, six (6)

months THAN Exposure prior to December 31, 1986, plus five (5) years cumulative occupational asbestos exposure; and (iii) for Asbestosis/Pleural Disease (Disease Level III), Severe Asbestosis (Disease Level IV), Other Cancer (Disease Level V) or Lung Cancer 1 (Disease Level VII), the claimant must show six (6) months of THAN Exposure prior to December 31, 1986, plus Significant Occupational Exposure to asbestos as defined below. If the claimant cannot meet the relevant presumptive exposure requirements for a Disease Level eligible for Expedited Review, the claimant may seek Individual Review of his or her claim based on exposure to asbestos-containing products, or to conduct that exposed the claimant to an asbestos-containing product, for which THAN has legal responsibility.

(2) Significant Occupational Exposure. “Significant Occupational Exposure” means employment for a cumulative period of at least five (5) years, with a minimum of two (2) years prior to December 31, 1986, in an industry and an occupation in which the claimant (a) handled raw asbestos fibers on a regular basis; (b) fabricated asbestos-containing products so that the claimant in the fabrication process was exposed on a regular basis to raw asbestos fibers; (c) altered, repaired or otherwise worked with an asbestos-containing product such that the claimant was exposed on a regular basis to asbestos fibers; or (d) was employed in an industry and occupation such that the claimant worked on a regular basis in close proximity to workers engaged in the activities described in (a), (b) and/or (c).

(3) THAN Exposure. The claimant must demonstrate meaningful and credible exposure, which occurred prior to December 31, 1986, (a) to an asbestos-containing product sold, distributed, marketed, handled, processed or manufactured by THAN or for which THAN otherwise has legal responsibility or (b) to conduct for which THAN has legal responsibility that exposed the claimant to an asbestos-containing product (“THAN Exposure”).

That meaningful and credible exposure evidence may be established by an affidavit or sworn statement of the claimant, by an affidavit or sworn statement of a co-worker or the affidavit or sworn statement of a family member in the case of a deceased claimant (providing the Asbestos PI Trust finds such evidence reasonably reliable), by invoices, employment, construction or similar records, or by other credible evidence. The specific exposure information required by the Asbestos PI Trust to process a claim under either Expedited or Individual Review shall be set forth on the proof of claim form to be used by the Asbestos PI Trust. The Asbestos PI Trust can also require submission of other or additional evidence of exposure when it deems such to be necessary.

Evidence submitted to establish proof of THAN Exposure is for the sole benefit of the Asbestos PI Trust, not third parties or defendants in the tort system. The Asbestos PI Trust has no need for, and therefore claimants are not required to furnish the Asbestos PI Trust, with evidence of exposure to specific asbestos products other than those for which THAN has legal responsibility, except to the extent such evidence is required elsewhere in these Asbestos PI Trust Distribution Procedures. Similarly, failure to identify THAN Exposure in the claimant's underlying tort action, or to other bankruptcy trusts, does not preclude the claimant from recovering from the Asbestos PI Trust, provided the claimant satisfies the medical and exposure requirements of these Asbestos PI Trust Distribution Procedures.

5.8. Claims Audit Program. The Asbestos PI Trust with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative may develop methods for auditing the reliability of medical evidence, including additional reading of X-rays, CT scans and verification of pulmonary function tests, as well as the reliability of evidence of exposure to asbestos, including THAN Exposure, prior to December 31, 1986. In the event that the Asbestos

PI Trust reasonably determines that any individual or entity has engaged in a pattern or practice of providing unreliable medical evidence, it may decline to accept additional evidence from such provider in the future.

Further, in the event that an audit reveals that fraudulent information has been provided to the Asbestos PI Trust, the Asbestos PI Trust may penalize any claimant or claimant's attorney by disallowing the Asbestos PI Claim and/or by other means including, but not limited to, requiring the source of the fraudulent information to pay the costs associated with the audit and any future audit or audits, reordering the priority of payment of all affected claimants' Asbestos PI Claims, raising the level of scrutiny of additional information submitted from the same source or sources, refusing to accept additional evidence from the same source or sources, seeking the prosecution of the claimant or claimant's attorney for presenting a fraudulent claim in violation of 18 U.S.C. §152, and seeking sanctions from the Bankruptcy Court.

5.9. Second Disease (Malignancy) Claims. The holder of an Asbestos PI Claim involving a non-malignant asbestos-related disease (Disease Levels I through IV) may assert a new Asbestos PI Claim against the Asbestos PI Trust for a malignant disease (Disease Levels V - VIII) that is subsequently diagnosed. Any additional payments to which such claimant may be entitled with respect to such malignant asbestos-related disease shall not be reduced by the amount paid for the non-malignant asbestos-related disease, provided that the malignant disease had not been diagnosed at the time the claimant was paid with respect to his or her original claim involving the non-malignant disease.

5.10. Arbitration.

(a) Establishment of ADR Procedures. The Asbestos PI Trust, with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative, shall

develop and adopt the ADR Procedures, which shall provide for pro-bono evaluation, mediation and binding or non-binding arbitration to resolve disputes concerning whether the Asbestos PI Trust's outright rejection or denial of a claim was proper, or whether the claimant's medical condition or exposure history meets the requirements of these Asbestos PI Trust Distribution Procedures for purposes of categorizing a claim involving Disease Levels I – VIII. Proceedings under the ADR Procedures shall also be available for resolving disputes over the liquidated value of a claim involving Disease Levels II – VIII, as well as disputes over the validity of an Indirect Asbestos PI Claim.

In all arbitrations, the arbitrator shall consider the same medical and exposure evidentiary requirements that are set forth in Section 5.7 above. In the case of an arbitration involving the liquidated value of a claim involving Disease Levels II – VIII, the arbitrator shall consider the same valuation factors that are set forth in Section 5.3(b)(2) above. In order to facilitate the Individual Review Process, the Asbestos PI Trust may from time to time develop a valuation model that enables the Asbestos PI Trust to efficiently make initial liquidated value offers in the Individual Review Process. If the Asbestos PI Trust provides all data used to create the model to the claimant or his or her counsel not less than ten (10) days prior to the arbitration proceeding, the Asbestos PI Trust may (i) offer into evidence any such data and (ii) explain to the arbitrator that, in valuing the claim, the Asbestos PI Trust used a model developed based upon such underlying data. The Asbestos PI Trust may not offer into evidence or describe (except as provided in the preceding sentence) the model nor assert that any information generated by the model has any evidentiary relevance or should be used by the arbitrator in determining the presumed correct liquidated value in the arbitration. The claimant and his or her counsel may use the data that is provided by the Asbestos PI Trust in the arbitration and shall agree to

otherwise maintain the confidentiality of such information. Any disputes regarding confidentiality shall be resolved by the arbitrator.

With respect to all claims eligible for arbitration, the claimant, but not the Asbestos PI Trust, may elect either non-binding or binding arbitration. The ADR Procedures may be modified by the Asbestos PI Trust with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative. Such amendments may include the establishment of an Extraordinary Claims Panel to review such claims pursuant to Section 5.4(a) above.

(b) Claims Eligible for Arbitration. In order to be eligible for arbitration, the claimant must first complete the Individual Review Process set forth in Section 5.3(b) above. Individual Review shall be treated as completed for these purposes when the claim has been individually reviewed by the Asbestos PI Trust, the Asbestos PI Trust has made an offer on the claim, the claimant has rejected the liquidated value resulting from the Individual Review, and the claimant has notified the Asbestos PI Trust of the rejection in writing. Individual Review will also be treated as completed if the Asbestos PI Trust has rejected the claim.

(c) Limitations on and Payment of Arbitration Awards. In the case of claims involving Disease Level I, the arbitrator shall not return an award in excess of the Scheduled Value for such claims. In the case of a non-Extraordinary Claim involving Disease Levels II – VIII, the arbitrator shall not return an award in excess of the Maximum Value for the appropriate Disease Level as set forth in Section 5.3(b)(4) above, and for an Extraordinary Claim involving one of those Disease Levels, the arbitrator shall not return an award greater than the maximum extraordinary value for such a claim as set forth in Section 5.4(a) above. A claimant who

submits to arbitration and who accepts the arbitral award will receive payments in the same manner as one who accepts the Asbestos PI Trust's original valuation of the claim.

5.11. Litigation. Claimants who elect non-binding arbitration and then reject their arbitral awards retain the right to institute a lawsuit in the tort system against the Asbestos PI Trust pursuant to Section 7.6 below. However, a claimant shall be eligible for payment of a judgment for monetary damages obtained in the tort system from the Asbestos PI Trust's available cash only as provided in Section 7.7 below.

SECTION VI **Claims Materials**

6.1. Claims Materials. The Asbestos PI Trust shall prepare suitable and efficient claims materials ("Claims Materials") for all Asbestos PI Claims, and shall provide such Claims Materials upon a written request for such materials to the Asbestos PI Trust. In addition, a separate claim form for Indirect Asbestos PI Claims may be developed. The proof of claim form to be submitted to the PI Trust shall require the claimant to assert the highest Disease Level for which the claim qualifies at the time of filing. The proof of claim form shall also include a certification by the claimant or his or her attorney sufficient to meet the requirements of Rule 11(b) of the Federal Rules of Civil Procedure. In developing its claim filing procedures, the Asbestos PI Trust shall make every effort to provide claimants with the opportunity to utilize currently available technology at their discretion, including filing claims and supporting documentation over the internet and electronically by disk or CD-rom. The proof of claim form to be used by the Asbestos PI Trust shall be developed by the Asbestos PI Trust and submitted to the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative for approval; it may be changed by the Asbestos PI Trust with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative.

6.2. Content of Claims Materials. The Claims Materials shall include a copy of these Asbestos PI Trust Distribution Procedures, such instructions as the Asbestos PI Trustees shall approve, and a detailed proof of claim form. If feasible, the forms used by the Asbestos PI Trust to obtain claims information shall be the same or substantially similar to those used by other asbestos claims resolution organizations. If requested by the claimant, the Asbestos PI Trust shall accept information provided electronically. The claimant may, but shall not be required to, provide the Asbestos PI Trust with evidence of recovery from other asbestos defendants and claims resolution organizations.

6.3. Withdrawal or Deferral of Claims. A claimant can withdraw an Asbestos PI Claim at any time upon written notice to the Asbestos PI Trust and file another claim subsequently without affecting the status of the claim for statute of limitations purposes, but any such claim filed after withdrawal shall be given a place in the FIFO Processing Queue based on the date of such subsequent filing. A claimant can also request that the processing of his or her Asbestos PI Claim by the Asbestos PI Trust be deferred for a period not to exceed three (3) years without affecting the status of the claim for statute of limitations purposes, in which case the claimant shall also retain his or her original place in the FIFO Processing Queue. During the period of such deferral, a sequencing adjustment on such claimant's Asbestos PI Claim as provided in Section 7.5 hereunder shall not accrue and payment thereof shall be deemed waived by the claimant. Except for Asbestos PI Claims held by representatives of deceased or incompetent claimants for which court or probate approval of the Asbestos PI Trust's offer is required, or an Asbestos PI Claim for which deferral status has been granted, a claim shall be deemed to have been withdrawn if the claimant neither accepts, rejects, nor initiates arbitration within six (6) months of the Asbestos PI Trust's written offer of payment or rejection of the

claim. Upon written request and good cause, the Asbestos PI Trust may extend the withdrawal or deferral period for an additional six (6) months.

6.4. Filing Requirements and Fees. The Asbestos PI Trustees shall have the discretion to determine, with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative, (a) whether a claimant must have previously filed an asbestos-related personal injury claim in the tort system to be eligible to file the claim with the Asbestos PI Trust and (b) whether a filing fee should be required for any Asbestos PI Claims.

6.5. Confidentiality of Claimants' Submissions. All submissions to the Asbestos PI Trust by a holder of an Asbestos PI Claim, including the proof of claim form and materials related thereto, shall be treated as made in the course of settlement discussions between the holder and the Asbestos PI Trust and intended by the parties to be confidential and to be protected by all applicable state and federal privileges, including, but not limited to, those directly applicable to settlement discussions. The Asbestos PI Trust shall preserve the confidentiality of such claimant submissions, and shall disclose the contents thereof only, (i) with the permission of the holder, to another trust established for the benefit of asbestos personal injury claimants pursuant to Section 524(g) and/or Section 105 of the Bankruptcy Code or other applicable law, (ii) to such other persons as authorized by the holder, (iii) as provided in the Asbestos Records Cooperation Agreement, or (iv) in response to a valid subpoena. Furthermore, the Asbestos PI Trust shall provide counsel for the holder a copy of any such subpoena immediately upon being served. The Asbestos PI Trust shall on its own initiative or upon request of the claimant in question take all necessary and appropriate steps to preserve any and all privileges.

SECTION VII

General Guidelines for Liquidating and Paying Claims

7.1. Showing Required. To establish a valid Asbestos PI Claim, other than a Qualified Asbestos PI Claim, a claimant must meet the requirements set forth in these Asbestos PI Trust Distribution Procedures. The Asbestos PI Trust may require the submission of X-rays, CT scans, laboratory tests, medical examinations or reviews, other medical evidence, or any other evidence to support or verify an Asbestos PI Claim, other than a Qualified Asbestos PI Claim, and may further require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods, and procedures to assure that such evidence is reliable.

7.2. Costs Considered. Notwithstanding any provisions of these Asbestos PI Trust Distribution Procedures to the contrary, the Asbestos PI Trustees shall always give appropriate consideration to the cost of investigating and uncovering invalid Asbestos PI Claims so that the payment of valid Asbestos PI Claims is not further impaired by such processes with respect to issues related to the validity of the medical evidence supporting an Asbestos PI Claim. The Asbestos PI Trustees shall also have the latitude to make judgments regarding the amount of transaction costs to be expended by the Asbestos PI Trust so that valid Asbestos PI Claims are not unduly further impaired by the costs of additional investigation. Nothing herein shall prevent the Asbestos PI Trustees, in appropriate circumstances, from contesting the validity of any claim against the Asbestos PI Trust whatever the costs, or declining to accept medical evidence from sources that the Asbestos PI Trustees have determined to be unreliable pursuant to the Claims Audit Program described in Section 5.8 above.

7.3. Discretion to Vary the Order and Amounts of Payments in Event of Limited Liquidity. Consistent with the provisions hereof and subject to the FIFO Processing Queue and the FIFO Payment Queue, the Maximum Annual Payment, the Maximum Available Payment

and the Claims Payment Ratio requirements set forth above, the Asbestos PI Trustees shall proceed as quickly as possible to liquidate valid Asbestos PI Claims, and shall make payments to holders of such claims in accordance with these Asbestos PI Trust Distribution Procedures promptly as funds become available and as claims are liquidated, while maintaining sufficient resources to pay future valid claims in substantially the same manner.

Because the Asbestos PI Trust's income over time remains uncertain, and decisions about payments must be based on estimates that cannot be done precisely, they may have to be revised in light of experiences over time, and there can be no guarantee of any specific level of payment to claimants. However, the Asbestos PI Trustees shall use their best efforts to treat similar claims in substantially the same manner, consistent with their duties as Asbestos PI Trustees, the purposes of the Asbestos PI Trust, the established allocation of funds to claims in Categories A and B, and the practical limitations imposed by the inability to predict the future with precision. In the event that the Asbestos PI Trust faces temporary periods of limited liquidity, the Asbestos PI Trustees may, with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative, suspend the normal order of payment and may temporarily limit or suspend payments altogether, and may offer a Reduced Payment Option as described in Section 2.5 above.

7.4. Punitive Damages. Except as provided below for claims asserted under the Alabama Wrongful Death Statute or for claims asserted by a claimant for compensatory damages that would otherwise satisfy the criteria for payment under these Asbestos PI Trust Distribution Procedures, but the claimant is foreclosed from payment because the governing law of the Foreclosed Jurisdiction (as defined in Section 5.3(b)(2) above) describes the claim as a claim for "exemplary" or "punitive" damages and the claimant would have no other remedy for

compensation under the law of the Foreclosed Jurisdiction, in determining the value of any liquidated or unliquidated Asbestos PI Claim, punitive or exemplary damages, *i.e.*, damages other than compensatory damages, shall not be considered or allowed, notwithstanding their availability in the tort system. Similarly, no punitive or exemplary damages shall be payable with respect to any claim litigated against the Asbestos PI Trust in the tort system pursuant to Sections 5.11 above and 7.6 below. The only damages that may be awarded pursuant to these Asbestos PI Trust Distribution Procedures to Alabama Claimants who are deceased and whose personal representatives pursue their claims only under the Alabama Wrongful Death Statute shall be compensatory damages determined pursuant to the statutory and common law of the Commonwealth of Pennsylvania, without regard to its choice of law principles. The choice of law provision in Section 7.4 herein applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant's Jurisdiction pursuant to Section 5.3(b)(2) is determined to be the Alabama Wrongful Death Statute, shall only govern the rights between the Asbestos PI Trust and the claimant including, but not limited to, suits in the tort system pursuant to Section 7.6, and to the extent the Asbestos PI Trust seeks recovery from any entity that provided insurance to THAN, the Alabama Wrongful Death Statute shall govern.

The only damages that may be awarded pursuant to these Asbestos PI Trust Distribution Procedures for claims asserted by a claimant for compensatory damages that would otherwise satisfy the criteria for payment under these Asbestos PI Trust Distribution Procedures, but the claimant is foreclosed from payment because the governing law of the Foreclosed Jurisdiction describes the claim as a claim for "exemplary" or "punitive" damages and the claimant would have no other remedy for compensation under the law of the Foreclosed Jurisdiction, shall be compensatory damages determined pursuant to the statutory and common law of the

Commonwealth of Pennsylvania, without regard to its choice of law principles. The choice of law provision in Section 7.4 herein applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant's Jurisdiction pursuant to Section 5.3(b)(2) is determined to be the law of the Foreclosed Jurisdiction, shall govern only the rights between the Asbestos PI Trust and the claimant including, but not limited to, suits in the tort system pursuant to Section 7.6, and to the extent the Asbestos PI Trust seeks recovery from any entity that provided insurance to THAN, the law of the Foreclosed Jurisdiction shall govern.

7.5. Sequencing Adjustments.

(a) In General. Except for Asbestos PI Claims involving Other Asbestos Disease (Disease Level I – Cash Discount Payment) and subject to the limitations set forth below, a sequencing adjustment shall be paid on all Asbestos PI Claims with respect to which the claimant has had to wait a year or more for payment, provided, however, that no claimant shall receive a sequencing adjustment for a period in excess of seven (7) years on an unliquidated Asbestos PI Claim or in excess of one (1) year on a Qualified Asbestos PI Claim. The sequencing adjustment factor shall be 4.5% per annum for each of the first five (5) years after the Effective Date; thereafter, the Asbestos PI Trust shall have the discretion to change the annual sequencing adjustment factor with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative.

(b) Unliquidated Asbestos PI Claims. A sequencing adjustment shall be payable on the Scheduled Value of any unliquidated Asbestos PI Claim that meets the requirements of Disease Levels II – V, VII and VIII, whether the claim is liquidated under Expedited Review, Individual Review, or by arbitration. No sequencing adjustment shall be paid on any claim involving Disease Level I or on any claim liquidated in the tort system pursuant to Section 5.11

above and Section 7.6 below. The sequencing adjustment on an unliquidated Asbestos PI Claim that meets the requirements of Disease Level VI shall be based on the Average Value of such a claim. Sequencing adjustments on all such unliquidated claims shall be measured from the date of payment back to the date that is one (1) year after the date on which the claim was placed in the FIFO Payment Queue, subject to the limitation that no claimant shall receive a sequencing adjustment for a period in excess of seven (7) years.

(c) Qualified Asbestos PI Claims. A sequencing adjustment shall be payable on a Qualified Asbestos PI Claim only if such Qualified Asbestos PI Claim is paid after the date that is one (1) year after the Commencement Date. Sequencing adjustments on Qualified Asbestos PI Claims shall be measured from the date of payment back to the date that is one (1) year after the Commencement Date, subject to the limitation that no claimant shall receive a sequencing adjustment for a period in excess of one (1) year.

7.6. Suits in the Tort System. If the holder of a disputed claim disagrees with the Asbestos PI Trust's determination regarding the Disease Level of the claim, the claimant's exposure history or the liquidated value of the claim, and if the holder has first submitted the claim to non-binding arbitration as provided in Section 5.10 above, the holder may file a lawsuit in the Claimant's Jurisdiction as defined in Section 5.3(b)(2) above. Any such lawsuit must be filed by the claimant in his or her own right and name and not as a member or representative of a class, and no such lawsuit may be consolidated with any other lawsuit. All defenses (including, with respect to the Asbestos PI Trust, all defenses which could have been asserted by THAN) shall be available to both sides at trial; however, the Asbestos PI Trust may waive any defense and/or concede any issue of fact or law. If the claimant was alive at the time the initial pre-petition complaint was filed, the claim was submitted to the Claims Reviewer in the Pre-

Effective Date Claims Review process or the proof of claim form was filed with the Asbestos PI Trust, the case shall be treated as a personal injury case with all personal injury damages to be considered even if the claimant has died during the pendency of the claim.

7.7. Payment of Judgments for Money Damages. If and when a claimant obtains a judgment in the tort system, the claim shall be placed in the FIFO Payment Queue based on the date on which the judgment became final. Thereafter, the claimant shall receive from the Asbestos PI Trust an initial payment (subject to the applicable Payment Percentage, the Maximum Available Payment, and the Claims Payment Ratio provisions set forth above) of an amount equal to the greater of (i) the Asbestos PI Trust's last offer to the claimant or (ii) the award that the claimant declined in non-binding arbitration; provided, however, that in no event shall such payment amount exceed the amount of the judgment obtained in the tort system. The claimant shall receive the balance of the judgment, if any, in five (5) equal installments in years six (6) through ten (10) following the year of the initial payment (also subject to the applicable Payment Percentage, the Maximum Available Payment and the Claims Payment Ratio provisions above in effect on the date of the payment of the subject installment).

In the case of claims involving Disease Level I, the total amounts paid with respect to such claims shall not exceed the Scheduled Value for such claims. In the case of non-Extraordinary claims involving Disease Levels II-VIII, the total amounts paid with respect to such claims shall not exceed the Maximum Values for such Disease Levels set forth in Section 5.3(b)(3). In the case of Extraordinary Claims, the total amounts paid with respect to such claims shall not exceed the maximum extraordinary values for such claims set forth in Section 5.4 above. Under no circumstances shall (a) sequencing adjustments be paid pursuant to Section 7.5 or (b) interest be paid under any statute on any judgments obtained in the tort system.

7.8. Releases. The Asbestos PI Trustees shall have the discretion to determine the form and substance of the releases to be provided to the Asbestos PI Trust and the Asbestos Protected Parties in order to maximize recovery for claimants against other tortfeasors without increasing the risk or amount of claims for indemnification or contribution from the Asbestos PI Trust or the Asbestos Protected Parties with respect to the Asbestos PI Claim. As a condition to making any payment to a claimant, the Asbestos PI Trust shall obtain, for the benefit of the Asbestos PI Trust and the Asbestos Protected Parties, a general, partial, or limited release as appropriate in accordance with the applicable state or other law. If allowed by state law, the endorsing of a check or draft for payment by or on behalf of a claimant may, in the discretion of the Asbestos PI Trust, constitute such a release.

7.9. Third-Party Services. Nothing in these Asbestos PI Trust Distribution Procedures shall preclude the Asbestos PI Trust from contracting with another asbestos claims resolution organization to provide services to the Asbestos PI Trust so long as decisions about the categorization and liquidated value of Asbestos PI Claims are based on the relevant provisions of these Asbestos PI Trust Distribution Procedures, including the Disease Levels, Scheduled Values, Average Values, Maximum Values, and Medical/Exposure Criteria set forth above.

7.10. Asbestos PI Trust Disclosure of Information. Periodically, but not less often than once a year, the Asbestos PI Trust shall make available to claimants and other interested parties, the number of claims by Disease Levels that have been resolved both by the Individual Review Process and by arbitration as well as by litigation in the tort system indicating the amounts of the awards and the averages of the awards by jurisdiction.

SECTION VIII
Miscellaneous

8.1. Amendments. Except as otherwise provided herein, the Asbestos PI Trustees may amend, modify, delete, or add to any provisions of these Asbestos PI Trust Distribution Procedures (including, without limitation, amendments to conform these Asbestos PI Trust Distribution Procedures to advances in scientific or medical knowledge or other changes in circumstances), provided they first obtain the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative pursuant to the Consent Process set forth in Sections 6.7(b) and 7.7(b) of the Asbestos PI Trust Agreement, except that the right to amend the Claims Payment Ratio is governed by the restrictions in Section 2.5 above, and the right to adjust the Payment Percentage is governed by Section 4.2 above. Nothing herein is intended to preclude the Asbestos PI Trust Advisory Committee or the Future Claimants' Representative from proposing to the Asbestos PI Trustees, in writing, amendments to these Asbestos PI Trust Distribution Procedures. Any amendment proposed by the Asbestos PI Trust Advisory Committee or the Future Claimants' Representative shall remain subject to Section 8.3 of the Asbestos PI Trust Agreement.

8.2. Severability. Should any provision contained in these Asbestos PI Trust Distribution Procedures be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of these Asbestos PI Trust Distribution Procedures. Should any provision contained in these Asbestos PI Trust Distribution Procedures be determined to be inconsistent with or contrary to THAN's obligations to any insurance company providing insurance coverage to THAN in respect of claims for personal injury based on exposure to an asbestos-containing product, or to conduct that exposed the claimant to an asbestos-containing product, for which THAN has legal

responsibility or products containing asbestos for which THAN has legal responsibility, the Asbestos PI Trust, with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative, may amend these Asbestos PI Trust Distribution Procedures and/or the Asbestos PI Trust Agreement to make the provisions of either or both documents consistent with the duties and obligations of THAN to said insurance company.

8.3. Governing Law. Except for purposes of determining the liquidated value of any Asbestos PI Claim, administration of these Asbestos PI Trust Distribution Procedures shall be governed by, and construed in accordance with, the laws of the State of Delaware. The law governing the liquidation of Asbestos PI Claims in the case of Individual Review, mediation, arbitration or litigation in the tort system shall be the law of the Claimant's Jurisdiction as described in Section 5.3(b)(2) above.

8.4. Merger of Asbestos PI Trust Assets with Other Trusts. In order to efficiently administer the Asbestos PI Trust Assets, the Asbestos PI Trustees may determine, with the consent of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative, to combine or merge the Asbestos PI Trust Assets with another trust or trusts established under Section 524(g) of the Bankruptcy Code. In such an event, the Asbestos PI Trustees shall be permitted to obtain claims information maintained by such other 524(g) trusts.

**AMENDMENT TO THE T H AGRICULTURE & NUTRITION, L.L.C.
FIRST AMENDED ASBESTOS PERSONAL INJURY
TRUST DISTRIBUTION PROCEDURES (effective April 1, 2011)**

THIS AMENDMENT TO THE T H AGRICULTURE & NUTRITION, L.L.C. FIRST AMENDED ASBESTOS PERSONAL INJURY TRUST DISTRIBUTION PROCEDURES (effective April 1, 2011) (the “TDP”) is made by the Trustees (“Trustees”) of the T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust (“Asbestos PI Trust”) pursuant to Section 8.1 of the TDP, effective as of April 4, 2014.

Capitalized terms used but not defined herein shall have the respective meanings assigned such terms in the TDP.

RECITALS:

1. The T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust Distribution Procedures became effective on November 30, 2009, pursuant to the First Amended Prepackaged Plan of Reorganization of T H Agriculture & Nutrition, L.L.C. under Chapter 11 of the United States Bankruptcy Code.

2. The Trustees, with the consent of the Asbestos PI Trust Advisory Committee (“TAC”) and the Future Claimants’ Representative (“FCR”), adopted certain amendments to the T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust Distribution Procedures, which amendments became effective April 1, 2011. See the T H Agriculture & Nutrition, L.L.C. First Amended Asbestos Personal Injury Trust Distribution Procedures (effective April 1, 2011). The T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust Distribution Procedures, as amended, are referred to herein as the TDP.

3. Pursuant to Section 8.1 of the TDP, the Trustees of the Asbestos PI Trust may amend, modify, delete, or add to any provisions of the TDP provided the Trustees first obtain the consent of the TAC and the FCR.

4. By correspondence dated November 25, 2013, the Trustees requested that the TAC and the FCR consent to an amendment to the TDP to permit a claimant submitting a secondary exposure claim, as described in Section 5.5 of the TDP, to elect whether the claim be processed under Expedited Review or Individual Review rather than requiring the claim be reviewed under the Individual Review process.

5. By correspondence dated April 4, 2014, and February 24, 2014, the TAC and the FCR, respectively, consented to the adoption of this amendment to the TDP.

6. The Trustees, having obtained the consent of the TAC and the FCR, amend Section 5.5 of the TDP as set forth herein.

ADOPTION OF AMENDMENT:

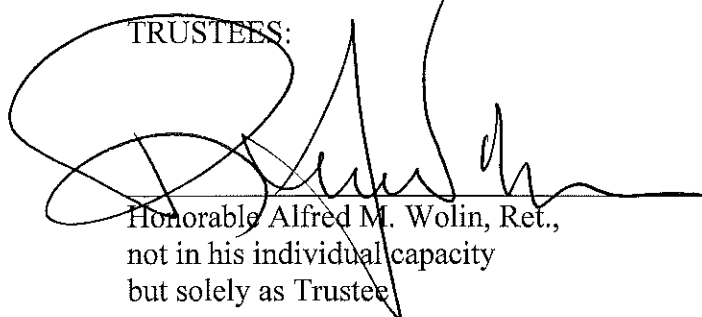
NOW, THEREFORE, the Trustees hereby adopt the following amendment to the TDP:

The first sentence of Section 5.5 of the TDP is hereby amended and restated as follows:

5.5 Secondary Exposure Claims. If a claimant alleges an asbestos-related disease resulting solely from exposure to an occupationally exposed person, such as a family member, the claimant may seek Individual Review of his or her claim pursuant to Section 5.3(b) above.

IN WITNESS WHEREOF, the Trustees, with the consent of the TAC and FCR as provided in the Trust Agreement, have executed this Amendment to the TDP this ^{8th} day of April, 2014, effective as of the date first above written. The Amendment to the TDP may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instruments

TRUSTEES:



Honorable Alfred M. Wolin, Ret.,
not in his individual capacity
but solely as Trustee

Charles A. Koppelman,
not in his individual capacity
but solely as Trustee

David F. Levi,
not in his individual capacity
but solely as Trustee

ADOPTION OF AMENDMENT:

NOW, THEREFORE, the Trustees hereby adopt the following amendment to the TDP:

The first sentence of Section 5.5 of the TDP is hereby amended and restated as follows:

5.5 Secondary Exposure Claims. If a claimant alleges an asbestos-related disease resulting solely from exposure to an occupationally exposed person, such as a family member, the claimant may seek Individual Review of his or her claim pursuant to Section 5.3(b) above.

IN WITNESS WHEREOF, the Trustees, with the consent of the TAC and FCR as provided in the Trust Agreement, have executed this Amendment to the TDP this 9th day of April, 2014, effective as of the date first above written. The Amendment to the TDP may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instruments.

TRUSTEES:

Honorable Alfred M. Wolin, Ret.,
not in his individual capacity
but solely as Trustee



Charles A. Koppelman,
not in his individual capacity
but solely as Trustee

David F. Levi,
not in his individual capacity
but solely as Trustee

ADOPTION OF AMENDMENT:

NOW, THEREFORE, the Trustees hereby adopt the following amendment to the TDP:

The first sentence of Section 5.5 of the TDP is hereby amended and restated as follows:

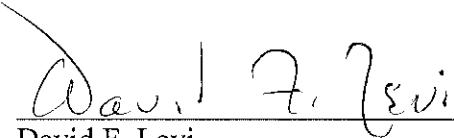
5.5 Secondary Exposure Claims. If a claimant alleges an asbestos-related disease resulting solely from exposure to an occupationally exposed person, such as a family member, the claimant may seek Individual Review of his or her claim pursuant to Section 5.3(b) above.

IN WITNESS WHEREOF, the Trustees, with the consent of the TAC and FCR as provided in the Trust Agreement, have executed this Amendment to the TDP this 8th day of April, 2014, effective as of the date first above written. The Amendment to the TDP may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instruments.

TRUSTEES:

Honorable Alfred M. Wolin, Ret.,
not in his individual capacity
but solely as Trustee

Charles A. Koppelman,
not in his individual capacity
but solely as Trustee



David F. Levi,
not in his individual capacity
but solely as Trustee

**SECOND AMENDMENT TO THE T H AGRICULTURE & NUTRITION, L.L.C.
FIRST AMENDED ASBESTOS PERSONAL INJURY
TRUST DISTRIBUTION PROCEDURES (effective April 1, 2011)**

THIS SECOND AMENDMENT TO THE T H AGRICULTURE & NUTRITION, L.L.C. FIRST AMENDED ASBESTOS PERSONAL INJURY TRUST DISTRIBUTION PROCEDURES (effective April 1, 2011) (the "TDP") is made by the Trustees ("Trustees") of the T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust ("Asbestos PI Trust") pursuant to Section 8.1 of the TDP, effective as of September 29, 2017.

Capitalized terms used but not defined herein shall have the respective meanings assigned such terms in the TDP.

RECITALS:

1. The T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust Distribution Procedures became effective on November 30, 2009, pursuant to the First Amended Prepackaged Plan of Reorganization of T H Agriculture & Nutrition, L.L.C. under Chapter 11 of the United States Bankruptcy Code.
2. The Trustees, with the consent of the Asbestos PI Trust Advisory Committee ("TAC") and the Future Claimants' Representative ("FCR"), adopted certain amendments to the T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust Distribution Procedures, which amendments became effective April 1, 2011. See the T H Agriculture & Nutrition, L.L.C. First Amended Asbestos Personal Injury Trust Distribution Procedures (effective April 1, 2011). Additionally, the Trustees, with the consent of the TAC and the FCR, adopted that certain Amendment to the TDP, which became effective April 4, 2014. The T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust Distribution Procedures, as amended, are referred to herein as the TDP.
3. Pursuant to Section 8.1 of the TDP, the Trustees of the Asbestos PI Trust may amend, modify, delete, or add to any provisions of the TDP provided the Trustees first obtain the consent of the TAC and the FCR. The TAC or the FCR may propose to the Trustees, in writing, amendments to the TDP.
4. By email dated April 10, 2017, the TAC proposed an amendment to the TDP to provide for the suspension of the enforcement of the Claims Payment Ratio subject to the right of the FCR, a member of the TAC, or the Trustees to reinstate the Claims Payment Ratio.
5. As evidenced by the signatures below, pursuant to Section 8.1 of the TDP, the Trustees, with the consent of the TAC and the FCR, amend Section 2.5 of the TDP as set forth herein.

ADOPTION OF AMENDMENT:

NOW, THEREFORE, the TDP is hereby amended as follows:

The following two paragraphs shall be added at the end of Section 2.5, "Claims Payment Ratio":

Notwithstanding any other provision herein, commencing in calendar year 2017, the Asbestos PI Trust shall cease enforcing the Claims Payment Ratio provisions in these Asbestos PI Trust Distribution Procedures subject to the ability of the Asbestos PI Trustees, any member of the Asbestos PI Trust Advisory Committee or the Future Claimants' Representative to reinstate the enforcement of the provisions in the manner provided below. During the time when the Asbestos PI Trust is not enforcing the Claims Payment Ratio, it shall continue to track and maintain records regarding the funds allocated to Category A and to Category B and the payment and approval of claims with respect thereto.

Within thirty (30) days following the end of each calendar year during which the Asbestos PI Trust is not enforcing the Claims Payment Ratio, the Asbestos PI Trust shall provide to the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative a report showing (a) the amount of the Maximum Available Payment allocated to Category A and to Category B for the prior year, (b) the amounts paid with respect to claims during such year that would have been subject to the Claims Payment Ratio in each Category and (c) the amounts approved for payment (but not yet paid) as of December 31 of such year with respect to claims that would have been subject to the Claims Payment Ratio in each Category. Each member of the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative shall then have fifteen (15) days from his or her date of receipt of the report to notify the Asbestos PI Trust that he or she is exercising his or her right to have the Asbestos PI Trust begin enforcing the Claims Payment Ratio effective as of January 1 of the then current calendar year. In addition, the Asbestos PI Trustees may, at any time and with notice to the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative, exercise their right to reinstate, fully or partially, the enforcement of the Claims Payment Ratio. If the Asbestos PI Trustees exercise their right or if the Asbestos PI Trust receives a reinstatement notice from any Asbestos PI Trust Advisory Committee member or the Future Claimants' Representative, the Asbestos PI Trust shall immediately begin enforcing the Claims Payment Ratio. If the enforcement of the Claims Payment Ratio is reinstated, all provisions of these Asbestos PI Trust Distribution Procedures relating to the Claims Payment Ratio shall be in effect, but any

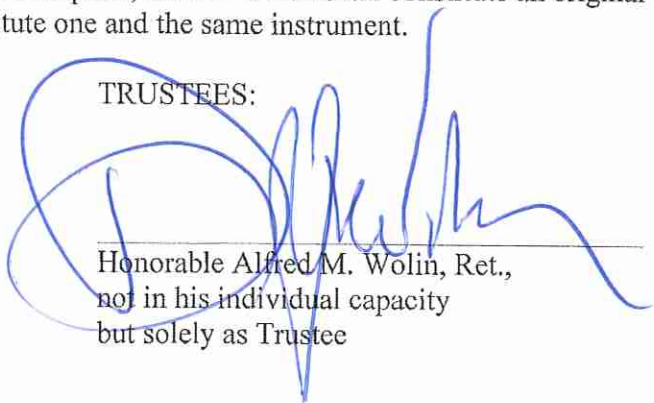
deficits from the prior year in either Category shall be ignored and any roll-over amounts shall be allocated between the two Categories based upon the 80%/20% Claims Payment Ratio.

IN WITNESS WHEREOF, the Trustees, with the consent of the TAC and the FCR as provided in the Trust Agreement, have executed this Second Amendment to the

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

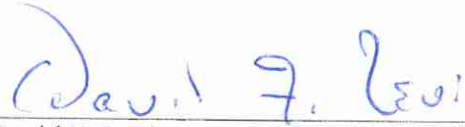
TDP effective as of the date first above written. This Second Amendment to the TDP may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

TRUSTEES:



Honorable Alfred M. Wolin, Ret.,
not in his individual capacity
but solely as Trustee

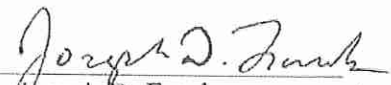
Charles A. Koppelman,
not in his individual capacity
but solely as Trustee



David F. Levi,
not in his individual capacity
but solely as Trustee

ASBESTOS PI TRUST ADVISORY
COMMITTEE:

By its counsel:



Joseph D. Frank,
FrankGecker, LLP 9/11/17

FUTURE CLAIMANTS'
REPRESENTATIVE:

By his counsel: _____

Theresa Trzaskoma,
Sher Tremonte LLP

TDP effective as of the date first above written. This Second Amendment to the TDP may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

TRUSTEES:

Honorable Alfred M. Wolin, Ret.,
not in his individual capacity
but solely as Trustee



Charles A. Koppelman,
not in his individual capacity
but solely as Trustee

David F. Levi,
not in his individual capacity
but solely as Trustee

ASBESTOS PI TRUST ADVISORY
COMMITTEE:

By its counsel: _____
Joseph D. Frank,
FrankGecker, LLP

FUTURE CLAIMANTS'
REPRESENTATIVE:

By his counsel: _____
Theresa Trzaskoma,
Sher Tremonte LLP

TDP effective as of the date first above written. This Second Amendment to the TDP may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

TRUSTEES:

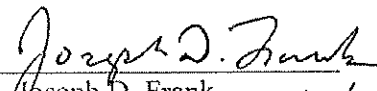
Honorable Alfred M. Wolin, Ret.,
not in his individual capacity
but solely as Trustee

Charles A. Koppelman,
not in his individual capacity
but solely as Trustee

David F. Levi,
not in his individual capacity
but solely as Trustee

ASBESTOS PI TRUST ADVISORY
COMMITTEE:

By its counsel:



Joseph D. Frank,
FrankGecker, LLP 9/11/17

FUTURE CLAIMANTS'
REPRESENTATIVE:

By his counsel: _____

Theresa Trzaskoma,
Sher Tremonte LLP

TDP effective as of the date first above written. This Second Amendment to the TDP may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

TRUSTEES:

Honorable Alfred M. Wolin, Ret.,
not in his individual capacity
but solely as Trustee

Charles A. Koppelman,
not in his individual capacity
but solely as Trustee

David F. Levi,
not in his individual capacity
but solely as Trustee

ASBESTOS PI TRUST ADVISORY
COMMITTEE:

By its counsel: _____
Joseph D. Frank,
FrankGecker, LLP

FUTURE CLAIMANTS'
REPRESENTATIVE:

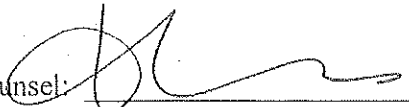
By his counsel:  _____
Theresa Trzaskoma,
Sher Tremonte LLP 9/19/2017

EXHIBIT I

**YARWAY ASBESTOS PERSONAL INJURY TRUST
DISTRIBUTION PROCEDURES**

YARWAY ASBESTOS PERSONAL INJURY TRUST DISTRIBUTION PROCEDURES

TABLE OF CONTENTS

	<u>Page</u>
SECTION I — Introduction	1
1.1 Purpose	1
1.2 Interpretation	1
SECTION II — Overview	2
2.1 Asbestos PI Trust Goals	2
2.2 Asbestos Personal Injury Claims Liquidation Procedures	3
2.3 Application of the Payment Percentage	5
2.4 Asbestos PI Trust’s Determination of the Maximum Annual Payment and Maximum Available Payment	7
2.5 Claims Payment Ratio	10
2.6 Indirect Asbestos Personal Injury Claims	13
SECTION III — TDP Administration	13
3.1 Trust Advisory Committee and Future Claimants’ Representative	13
3.2 Consent and Consultation Procedures	13
SECTION IV — Payment Percentage; Periodic Estimates	14
4.1 Uncertainty of Debtor’s Personal Injury Asbestos Liabilities	14
4.2 Computation of Payment Percentage	14
4.3 Applicability of the Payment Percentage	16
SECTION V — Resolution of Asbestos Personal Injury Claims	19
5.1 Ordering, Processing and Payment of Asbestos Personal Injury Claims.....	19
(a) Ordering of Asbestos Personal Injury Claims	19
(1) Establishment of the FIFO Processing Queue	19
(2) Effect of Statutes of Limitations and Repose	20
(b) Processing of Asbestos Personal Injury Claims.....	21
(c) Payment of Asbestos Personal Injury Claims.....	21

5.2	Resolution of Pre-Petition Liquidated Claims	23
	(a) Processing and Payment	23
	(b) Marshalling of Security.....	25
5.3	Resolution of Unliquidated Asbestos Personal Injury Claims	25
	(a) Expedited Review Process	26
	(1) In General	26
	(2) Claims Processing Under Expedited Review	27
	(3) Disease Levels, Scheduled Value and Medical/Exposure Criteria	28
	(b) Individual Review Process	31
	(1) In General	31
	(A) Review of Medical/Exposure Criteria	33
	(B) Review of Liquidated Value	33
	(2) Valuation Factors to Be Considered in Individual Review	34
	(3) Scheduled, Average and Maximum Values	36
5.4	Categorizing Asbestos Personal Injury Claims as Extraordinary and/or Exigent Hardship	37
	(a) Extraordinary Claims	37
	(b) Exigent Hardship Claims	38
5.5	Secondary Exposure Claims	39
5.6	Indirect Asbestos Personal Injury Claims	40
5.7	Evidentiary Requirements	42
	(a) Medical Evidence	42
	(1) In General	42
	(A) Disease Levels I–III	42
	(B) Disease Levels IV–VII	44
	(C) Exception to the Exception for Certain Pre-Petition Claims.....	44
	(2) Credibility of Medical Evidence	44
	(b) Exposure Evidence.....	45
	(1) In General	45
	(2) Significant Occupational Exposure.....	46
	(3) Yarway Exposure.....	46
5.8	Claims Audit Program	48
5.9	Second Disease (Malignancy) Claims	48
5.10	Arbitration.....	49
	(a) Establishment of ADR Procedures	49
	(b) Claims Eligible for Arbitration	50
	(c) Limitations on and Payment of Arbitration Awards.....	50
5.11	Litigation	51
SECTION VI — Claims Materials		51
6.1	Claims Materials	51

6.2	Content of Claims Materials	52
6.3	Withdrawal or Deferral of Asbestos Personal Injury Claims	52
6.4	Filing Requirements and Fees	53
6.5	Confidentiality of Claimants’ Submissions	53
6.6	English Language	54
SECTION VII — General Guidelines for Liquidating and Paying Asbestos Personal Injury Claims		54
7.1	Showing Required	54
7.2	Costs Considered	55
7.3	Discretion to Vary the Order and Amounts of Payments in Event of Limited Liquidity	55
7.4	Punitive Damages	56
7.5	Suits in the Tort System.....	57
7.6	Payment of Judgments for Money Damages	58
7.7	Releases	59
7.8	Third-Party Services	59
7.9	Asbestos PI Trust Disclosure of Information.....	59
SECTION VIII — Miscellaneous		60
8.1	Amendments	60
8.2	Severability	60
8.3	Governing Law	61

YARWAY ASBESTOS PERSONAL INJURY TRUST DISTRIBUTION PROCEDURES

The Yarway Asbestos Personal Injury Trust Distribution Procedures (the “**TDP**”) contained herein provide for resolving all “**Asbestos Personal Injury Claims**” as defined in the Plan of Reorganization for Yarway Corporation under Chapter 11 of the Bankruptcy Code Proposed by Yarway Corporation and Tyco International plc, dated as of April 8, 2015 (as it may be amended, modified or supplemented, the “**Plan**”),¹ as provided in and required by the Plan and the Yarway Asbestos Personal Injury Trust Agreement (the “**Trust Agreement**”). The Plan and Trust Agreement establish the Yarway Asbestos Personal Injury Trust (the “**Asbestos PI Trust**”). The Trustee of the Asbestos PI Trust (the “**Trustee**”) shall implement and administer this TDP in accordance with the Trust Agreement.

SECTION I

Introduction

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

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

¹ Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Plan.

SECTION II

Overview

2.1 Asbestos PI Trust Goal. The goal of the Asbestos PI Trust is to treat all claimants similarly and equitably in accordance with the requirements of Section 524(g) of the Bankruptcy Code. This TDP furthers that goal by setting forth procedures for processing and paying the several share of Yarway Corporation (“**Yarway**” or the “**Debtor**”) with respect to the unpaid portion of the liquidated value of Asbestos Personal Injury Claims generally on an impartial, first-in-first-out (“**FIFO**”) basis, with the intention of paying all claimants over time as equivalent a share as possible of the value of their claims based on historical values for substantially similar claims in the tort system.² To this end, the TDP establishes a schedule of seven asbestos-related diseases (“**Disease Levels**”), six of which have presumptive medical and exposure requirements (“**Medical/Exposure Criteria**”) and specific liquidated values (“**Scheduled Values**”), and five of which have anticipated average values (“**Average Values**”) and caps on their liquidated values (“**Maximum Values**”). The Disease Levels, Medical/Exposure Criteria, Scheduled Values, Average Values and Maximum Values, which are set forth in Sections 5.3 and 5.4 below, have all been selected and derived with the intention of achieving a fair allocation of the Asbestos PI Trust funds as among claimants suffering from different disease processes in light of the best available information, considering the settlement history of the Debtor and the rights claimants would have in the tort system absent the bankruptcy. A claimant may not assert more than one Asbestos Personal Injury Claim hereunder, subject to the provisions set forth in Section 5.9 below.

² As used in this TDP, the phrase “in the tort system” shall not include claims asserted against a trust established for the benefit of asbestos personal injury claimants pursuant to section 524(g) of the Bankruptcy Code or any other applicable law.

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

The Asbestos PI Trust shall, except as otherwise provided below, liquidate all Asbestos Personal Injury Claims (except Foreign Claims as defined in Section 5.3(b)(1) below, and secondary exposure claims as described in Section 5.5 below) that meet the presumptive Medical/Exposure Criteria of Disease Levels I-IV, VI and VII under the Expedited Review Process described in Section 5.3(a) below. Claims that do not meet the presumptive Medical/Exposure Criteria for the relevant Disease Level may undergo the Asbestos PI Trust's Individual Review Process described in Section 5.3(b) below. In such a case, notwithstanding that the claim does not meet the presumptive Medical/Exposure Criteria for the relevant Disease Level, the Asbestos PI Trust can offer the claimant an amount up to the Scheduled Value for that Disease Level if the Asbestos PI Trust is satisfied that the claimant has presented a claim that would be cognizable and valid in the tort system.

Asbestos Personal Injury Claims involving Disease Levels III–IV, VI and VII tend to raise more complex valuation issues than the Asbestos Personal Injury Claims in Disease Levels I and II. Accordingly, in lieu of liquidating such claimant’s claim under the Expedited Review Process, claimants holding claims involving these Disease Levels may alternatively seek to establish a liquidated value for the claim that is greater than its Scheduled Value by electing the Asbestos PI Trust’s Individual Review Process. However, the liquidated value of a Disease Level III, IV, VI or VII claim that undergoes the Individual Review Process for valuation purposes may be determined to be less than its Scheduled Value, and in any event shall not exceed the Maximum Value for the relevant Disease Level set forth in Section 5.3(b)(3) below, unless the claim qualifies as an Extraordinary Claim as defined in Section 5.4(a) below, in which case its liquidated value cannot exceed the maximum extraordinary value specified in that provision for such claims. Level V (Lung Cancer 2) claims, Foreign Claims, as defined in Section 5.3(b)(1) below, and all secondary exposure claims, as described in Section 5.5 below, may be liquidated³ only pursuant to the Asbestos PI Trust’s Individual Review Process.

Based upon the Debtor’s claims settlement history in light of applicable tort law, and current projections of present and future unliquidated claims, the Scheduled Values and Maximum Values set forth in Section 5.3(b)(3) have been established for each of the five (5) Disease Levels that are eligible for Individual Review of their liquidated values.

The Trustee shall use reasonable best efforts to ensure that the Asbestos PI Trust processes claims such that over time the combination of domestic settlements at the Scheduled Values and those resulting from the Individual Review Process for the five more serious Disease

³ For purposes of this TDP, “liquidated” means approved and valued by the Asbestos PI Trust.

Levels approximates the Average Values set forth in Section 5.3(b)(3) below for each such Disease Level.

All unresolved disputes over a claimant's medical condition, exposure history and/or the validity or liquidated value of the claim shall be subject to binding or non-binding arbitration as set forth in Section 5.10 below, at the election of the claimant, under ADR Procedures established by the Asbestos PI Trust. Asbestos Personal Injury Claims that are the subject of a dispute with the Asbestos PI Trust that cannot be resolved by non-binding arbitration may enter the tort system as provided in Sections 5.11 and 7.5 below. However, if a claimant obtains a judgment in the tort system, such judgment shall be payable (subject to the Payment Percentage, Maximum Annual Payment, Maximum Available Payment and Claims Payment Ratio provisions set forth below) as provided in Section 7.6 below.

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

A Payment Percentage (the "**Initial Payment Percentage**") shall be set pursuant to Section 4.2 below promptly after the Asbestos PI Trust is established by the Trustee with the consent of the Trust Advisory Committee (the "**TAC**") and the Future Claimants' Representative (the "**FCR**") (who are described in Section 3.1 below). The Initial Payment Percentage shall be calculated on the assumption that the Average Values set forth in Section 5.3(b)(3) below shall

be achieved with respect to existing present claims and projected future claims involving Disease Levels III–VII.

The Payment Percentage may thereafter be adjusted upwards or downwards from time to time by the Asbestos PI Trust with the consent of the TAC and the FCR to reflect then-current estimates of the Asbestos PI Trust’s assets and its liabilities, as well as the then-estimated aggregate value of then-pending and future claims. Any adjustment to the Initial Payment Percentage shall be made only pursuant to Section 4.2 below. If the Payment Percentage is increased over time, claimants whose claims were liquidated and paid in prior periods under the TDP shall receive additional payments only as provided in Section 4.2 below. Because there is uncertainty in the prediction of both the number and severity of future Asbestos Personal Injury Claims, and the value of the Asbestos PI Trust’s assets over time, no guarantee can be made of any particular Payment Percentage that will be applicable to an Asbestos Personal Injury Claim’s liquidated value.

2.4 Asbestos PI Trust’s Determination of the Maximum Annual Payment and Maximum Available Payment. After calculating the Payment Percentage, the Asbestos PI Trust shall model the cash flow, principal and income year-by-year to be paid over its entire life to ensure that all present and future holders of Asbestos Personal Injury Claims are compensated at the Payment Percentage. In each year, based upon the model of cash flow, the Asbestos PI Trust shall be empowered to pay out the portion of its funds payable for that year according to the model (the “**Maximum Annual Payment**”). The Asbestos PI Trust’s aggregate distributions to all claimants for that year shall not exceed the Maximum Annual Payment. The Payment Percentage and the Maximum Annual Payment figures are based on projections over the lifetime of the Asbestos PI Trust. As noted in Section 2.3 above, if such long-term projections are

revised, the Payment Percentage may be adjusted accordingly, which would result in a new model of the Asbestos PI Trust's anticipated cash flow and a new calculation of the Maximum Annual Payment.

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

as a result of an earlier calculation and, based upon a later calculation, the difference between the projected present value of the Asbestos PI Trust's assets and the actual present value of its assets has decreased, the Temporary Maximum Annual Payment shall be increased to reflect the decrease in the differential. In no event, however, shall the Temporary Maximum Annual Payment exceed the original Maximum Annual Payment. As a further safeguard, the Asbestos PI Trust's distribution to all claimants for the first nine months of a year shall not exceed 85% of the Maximum Annual Payment determined for that year. If on December 31 of a given year, the original Maximum Annual Payment for such year is not in effect, the original Maximum Annual Payment for the following year shall be reduced proportionately.

In distributing the Maximum Annual Payment, the Asbestos PI Trust shall first allocate the amount in question to (a) outstanding Pre-Petition Liquidated Claims, (b) any Asbestos Personal Injury Claims (i) based on a diagnosis dated prior to the Effective Date and (ii) subsequently filed with the Asbestos PI Trust within one (1) year following the date the Asbestos PI Trust first accepts for processing the proof of claim forms and other materials required to file a claim with the Asbestos PI Trust⁴, which are liquidated by the Asbestos PI Trust (“**Existing Claims**”), and (c) Exigent Hardship Claims (as defined in Section 5.4(b) below). Should the Maximum Annual Payment be insufficient to pay all such claims in full, they shall be paid in proportion to the aggregate value of each group of claims and the available funds allocated to each group of claims shall be paid to the maximum extent to claimants in the particular group based on their place in their respective FIFO Payment Queue. Claims in any group for which there are insufficient funds shall be carried over to the next year, and placed at the head of their

⁴ Exceptions to the satisfaction of this one-year filing requirement may be made where a claimant can show an inability to file within the one-year period caused by extraneous factors beyond the claimant's control.

FIFO Payment Queue. If there is a decrease in the Payment Percentage prior to the payment of such claims, any such claims shall nevertheless be entitled to be paid at the Payment Percentage that they would have been entitled to receive but for the application of the Maximum Annual Payment. The remaining portion of the Maximum Annual Payment (the “**Maximum Available Payment**”), if any, shall then be allocated and used to satisfy all other liquidated Asbestos Personal Injury Claims, subject to the Claims Payment Ratio set forth in Section 2.5 below; provided, however, that if the Maximum Annual Payment is reduced during a year pursuant to the provisions above, the Maximum Available Payment shall be adjusted accordingly. Claims in the groups described in (a), (b), and (c) above shall not be subject to the Claims Payment Ratio.

2.5 Claims Payment Ratio. Based upon the Debtor’s domestic claims settlement history and analysis of present and future claims, a Claims Payment Ratio has been determined which, as of the Effective Date, has been set at 90% for Category A claims, which consist of Asbestos Personal Injury Claims involving severe asbestosis and malignancies (Disease Levels III–VII) and at 10% for Category B claims, which are Asbestos Personal Injury Claims involving non-malignant Asbestosis or Pleural Disease (Disease Levels I and II).

In each year, after the determination of the Maximum Available Payment described in Section 2.4 above, 90% of that amount shall be available to pay Category A claims and 10% shall be available to pay Category B claims that have been liquidated since April 22, 2013 (the “**Petition Date**”), except for claims which, pursuant to Section 2.4 above, are not subject to the Claims Payment Ratio; provided, however, that if the Maximum Annual Payment is reduced during the year pursuant to the provisions of Section 2.4 above, the amounts available to pay Category A and Category B claims shall be recalculated based on the adjusted Maximum Available Payment. In the event there are insufficient funds in any year to pay the liquidated

claims within either or both of the Categories, the available funds allocated to the particular Category shall be paid to the maximum extent to claimants in that Category based on their place in the FIFO Payment Queue described in Section 5.1(c) below, which shall be based upon the date of claim liquidation. Claims for which there are insufficient funds allocated to the relevant Category shall be carried over to the next year where they shall be placed at the head of the FIFO Payment Queue. If there is a decrease in the Payment Percentage prior to the payment of such claims, such claims shall nevertheless be entitled to be paid at the Payment Percentage that they would have been entitled to receive but for the application of the Claims Payment Ratio. If, at the end of any calendar year during the first three years the Asbestos PI Trust is accepting claims, there are excess funds in either or both Categories, because there is an insufficient amount of liquidated claims to exhaust the respective Maximum Available Payment amount for that Category, then the excess funds for either or both Categories shall be rolled over and remain dedicated to the respective Category to which they were originally allocated.

Notwithstanding any other provision herein, if, at the end of any calendar year following the third anniversary of the date the Asbestos PI Trust began accepting claims, there are excess funds available in either Category A or Category B and insufficient funds in the other Category to pay such Category's claims, then the Trustee may transfer up to a specified amount of excess funds (the "Permitted Transfer Amount" as defined below) to the Category with the shortfall; provided, however that the Trustee shall never transfer more than the amount of the receiving Category's shortfall. The "**Permitted Transfer Amount**" shall be determined as follows: (a) the Trustee shall first determine the cumulative amount allocated to the Category with excess funds based on the Claims Payment Ratio since the date the Asbestos PI Trust last calculated its Payment Percentage; (b) the Trustee shall then determine the cumulative amount that the

Asbestos PI Trust estimated would be paid to the Category with excess funds since the date the Asbestos PI Trust last calculated its Payment Percentage; (c) the Trustee shall then subtract the amount determined in (b) from the amount determined in (a), and the difference between the two shall be referred to as the “**Permitted Transfer Amount.**” The Trustee shall provide the TAC and the FCR with the Permitted Transfer Amount calculation thirty (30) days prior to making a transfer. If, at the end of any calendar year following the third anniversary of the date the Asbestos PI Trust began accepting claims, there are excess funds in either or both Categories because there is an insufficient amount of liquidated claims to exhaust the respective Maximum Available Payment amount for that Category, or, in a year where there was a transfer from one Category to the other, if the amount transferred was less than the amount of excess funds, then the excess funds for the Category or Categories with excess funds shall be rolled over and remain dedicated to the respective Category to which they were originally allocated.

During the first nine months of a given year, the Asbestos PI Trust’s payments to claimants in a Category shall not exceed the amount of any excess funds that were rolled over for such Category from the prior year plus 85% of the amount that would otherwise be available for payment to claimants in such Category.

In considering whether to make any amendments to the Claims Payment Ratio and/or its rollover provisions, the Trustee shall consider the reasons for which the Claims Payment Ratio and its rollover provisions were adopted, the domestic settlement history that gave rise to its calculation, and the foreseeability or lack of foreseeability of the reasons why there would be any need to make an amendment. In that regard, the Trustee should keep in mind the interplay between the Payment Percentage and the Claims Payment Ratio as it affects the net cash actually paid to claimants.

No amendment to the Claims Payment Ratio may be made without the consent of the TAC members and the consent of the FCR. The consent process set forth in Sections 5.7(b) and 6.6(b) of the Trust Agreement shall apply in the event of any amendments to the Claims Payment Ratio. The Trustee, with the consent of the TAC and the FCR, may offer the option of a reduced Payment Percentage to holders of claims in either Category A or Category B in return for prompter payment (the “**Reduced Payment Option**”).

2.6 Indirect Asbestos Personal Injury Claims. As set forth in Section 5.6 below, any Indirect Asbestos Personal Injury Claim (an “**Indirect Asbestos Personal Injury Claim**”) shall be subject to the same categorization, evaluation, and payment provisions of this TDP as all other Asbestos Personal Injury Claims.

SECTION III

TDP Administration

3.1 Trust Advisory Committee and FCR. Pursuant to the Plan and the Trust Agreement, the Asbestos PI Trust and this TDP shall be administered by the Trustee in consultation with the TAC, which represents the interests of holders of present Asbestos Personal Injury Claims, and the FCR, who represents the interests of holders of Asbestos Personal Injury Claims that may be asserted in the future. The Trustee shall obtain the consent of the TAC and the FCR on any amendments to this TDP pursuant to Section 8.1 below, and on such other matters as are otherwise required below or in Section 2.2(f) of the Trust Agreement. The Trustee shall also consult with the TAC and the FCR on such matters as are provided below or in Section 2.2(e) of the Trust Agreement. The initial Trustee, the initial members of the TAC and the initial FCR are identified in the Trust Agreement.

3.2 Consent and Consultation Procedures. In those circumstances in which consultation or consent is required, the Trustee shall provide written notice to the TAC and the FCR of the specific amendment or other action that is proposed. The Trustee shall not implement such amendment or take such action unless and until the parties have engaged in the Consultation Process described in Sections 5.7(a) and 6.6(a), or the Consent Process described in Sections 5.7(b) and 6.6(b), of the Trust Agreement, respectively.

SECTION IV

Payment Percentage; Periodic Estimates

4.1 Uncertainty of Debtor’s Personal Injury Asbestos Liabilities. As discussed above, there is inherent uncertainty regarding Debtor’s total asbestos-related liabilities, as well as the total value of the assets available to the Asbestos PI Trust to pay Asbestos Personal Injury Claims. Consequently, there is inherent uncertainty regarding the amounts that holders of Asbestos Personal Injury Claims shall receive. To seek to ensure substantially equivalent treatment of all present and future Asbestos Personal Injury Claims, the Trustee must determine from time to time the percentage of full liquidated value that holders of present and future Asbestos Personal Injury Claims are likely to receive, *i.e.*, the “**Payment Percentage**” described in Section 2.3 above and Section 4.2 below.

4.2 Computation of Payment Percentage. As provided in Section 2.3 above, the Initial Payment Percentage shall be set by the Trustee with the consent of the TAC and the FCR promptly after the Asbestos PI Trust is established.

The Payment Percentage shall be subject to change pursuant to the terms of this TDP and the Trust Agreement if the Trustee, with the consent of the TAC and FCR, determines that an adjustment is required. No less frequently than once every three (3) years, commencing with the

date that is three (3) years after the Effective Date, the Trustee shall reconsider the then applicable Payment Percentage to assure that it is based on accurate, current information and may, after such reconsideration, change the Payment Percentage if necessary with the consent of the TAC and the FCR. The Trustee shall also reconsider the then-applicable Payment Percentage at shorter intervals if he or she deems such reconsideration to be appropriate or if requested to do so by the TAC or the FCR. In any event, no less frequently than once every twelve (12) months, commencing on the Initial Claims Filing Date, the Trustee shall compare the liability forecast on which the then-applicable Payment Percentage is based with the actual claims filing and payment experience of the Asbestos PI Trust to date. If the results of the comparison call into question the ability of the Asbestos PI Trust to continue to rely upon the current liability forecast, the Trustee shall reconsider the Payment Percentage.

The Trustee must base his or her determination of the Payment Percentage on current estimates of the number, types, and values of present and future Asbestos Personal Injury Claims, the value of the assets then available to the Asbestos PI Trust for their payment, all anticipated administrative and legal expenses, and any other material matters that are reasonably likely to affect the sufficiency of funds to pay a comparable percentage of full value to all holders of Asbestos Personal Injury Claims. When making these determinations, the Trustee shall exercise common sense and flexibly evaluate all relevant factors. The Payment Percentage applicable to Category A or Category B claims may not be reduced to alleviate delays in payments of claims in the other Category; both Categories of claims shall receive the same Payment Percentage, but the payment may be deferred as needed, and a Reduced Payment Option may be instituted as described in Section 2.5 above.

4.3 Applicability of the Payment Percentage. Except as otherwise provided (a) in Section 5.1(c) below for Asbestos Personal Injury Claims involving deceased or incompetent claimants for which approval of the Asbestos PI Trust’s offer by a court or through a probate process is required and (b) in the paragraph below with respect to Released Claims, no holder of any Asbestos Personal Injury Claim shall receive a payment that exceeds the liquidated value of the claim times the Payment Percentage in effect at the time of payment; provided, however, that if there is a reduction in the Payment Percentage, the Trustee, in his or her sole discretion, may cause the Asbestos PI Trust to pay an Asbestos Personal Injury Claim based on the Payment Percentage that was in effect prior to the reduction if such Asbestos Personal Injury Claim was filed and actionable with the Asbestos PI Trust ninety (90) days or more prior to the date the Trustee proposed the new Payment Percentage in writing to the TAC and the FCR (the “**Proposal Date**”) and the processing of such claim was unreasonably delayed due to circumstances beyond the control of the claimant or the claimant’s counsel, but only if such claim had no deficiencies for the ninety (90) days prior to the Proposal Date.

If a redetermination of the Payment Percentage has been proposed in writing by the Trustee to the TAC and the FCR but has not yet been adopted, the claimant shall receive the lower of the current Payment Percentage or the proposed Payment Percentage. However, if the proposed Payment Percentage is the lower amount but is not subsequently adopted, the claimant shall thereafter receive the difference between the lower proposed amount and the higher current amount. Conversely, if the proposed Payment Percentage is the higher amount and is subsequently adopted, the claimant shall thereafter receive the difference between the lower current amount and the higher adopted amount.

Notwithstanding anything contained herein, if the proposed Payment Percentage is lower than the current Payment Percentage, a claimant whose Asbestos Personal Injury Claim was liquidated prior to the Proposal Date and who either (a) transmitted⁵ an executed release to the Asbestos PI Trust prior to the Proposal Date or (b) with respect to those claimants who had received releases fewer than thirty (30) days prior to the Proposal Date, transmitted an executed release to the Asbestos PI Trust within thirty (30) days of the claimant's receipt of the release (the claims described in (a) and (b) are collectively referred to herein as the "**Released Claims**") shall be paid based on the current Payment Percentage (the "**Released Claims Payment Percentage**"). For purposes hereof, (a) a claimant represented by counsel shall be deemed to have received a release on the date that the claimant's counsel receives the release, (b) if the Asbestos PI Trust transmits a release electronically, the release shall be deemed to have been received on the date the Asbestos PI Trust transmits the offer notification, and (c) if the Asbestos PI Trust places the release in the U.S. mail, postage prepaid, the release shall be deemed to have been received three (3) business days after such mailing date. A delay in the payment of the Released Claims for any reason, including delays resulting from limitations on payment amounts in a given year pursuant to Sections 2.4 and 2.5 hereof, shall not affect the rights of the holders of the Released Claims to be paid based on the Released Claims Payment Percentage.

At least thirty (30) days prior to proposing in writing to the TAC and the FCR a change in the Payment Percentage, the Trustee shall issue a written notice to claimants or claimants' counsel indicating that the Trustee is reconsidering such Payment Percentage.

⁵ For purposes of this sentence, "transmitted" is defined as the date/time postmarked if submitted by mail or the date/time uploaded if submitted electronically.

There is uncertainty surrounding the value of the Asbestos PI Trust's assets in the future. There is also uncertainty surrounding the totality of the Asbestos Personal Injury Claims to be paid over time. If the value of the Asbestos PI Trust's future assets increases significantly and/or if the value or volume of Asbestos Personal Injury Claims actually filed with the Asbestos PI Trust is significantly lower than originally estimated, the Asbestos PI Trust shall use those proceeds and/or claims savings, as the case may be, first to maintain the Payment Percentage then in effect.

If the Trustee, with the consent of the TAC and the FCR, makes a determination to increase the Payment Percentage due to a material change in the estimates of the Asbestos PI Trust's future assets and/or liabilities, the Trustee shall also make supplemental payments to all claimants who previously liquidated their claims against the Asbestos PI Trust and received payments based on a lower Payment Percentage. The amount of any such supplemental payment shall be the liquidated value of the claim in question times the newly adjusted Payment Percentage, less all amounts previously paid to the claimant with respect to the claim.

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

SECTION V

Resolution of Asbestos Personal Injury Claims.

5.1 Ordering, Processing and Payment of Asbestos Personal Injury Claims.

5.1(a) Ordering of Asbestos Personal Injury Claims.

5.1(a)(1) Establishment of the FIFO Processing Queue. The Asbestos PI Trust shall order claims that are sufficiently complete to be reviewed for processing purposes on a FIFO basis except as otherwise provided herein (the “**FIFO Processing Queue**”). For all claims filed on or before the date six (6) months after the date that the Asbestos PI Trust first makes available the proof of claim forms and other claims materials required to file a claim with the Asbestos PI Trust (such six-month anniversary being referred to herein as the “**Initial Claims Filing Date**”), a claimant’s position in the FIFO Processing Queue shall be determined as of the earliest of (i) the date prior to the Petition Date that the claim was either filed against the Debtor in the tort system or was actually submitted to the Debtor pursuant to an administrative settlement agreement; (ii) the date before the Petition Date that the claim was filed against another defendant in the tort system if at the time the claim was subject to a tolling agreement with the Debtor; (iii) the date after the Petition Date but before the date that the Asbestos PI Trust first makes available the proof of claim forms and other claims materials required to file a claim with the Asbestos PI Trust that the claim was filed against another defendant in the tort system; (iv) the date after the Petition Date but before the Effective Date that a proof of claim was filed by the claimant against the Debtor in the Chapter 11 proceeding; or (v) the date a ballot was submitted on behalf of the claimant for purposes of voting to accept or reject the Plan pursuant to the voting procedures approved by the Bankruptcy Court.

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

5.1(a)(2) Effect of Statutes of Limitation and Repose. All unliquidated Asbestos Personal Injury Claims must meet either (i) for claims first filed in the tort system against the Debtor prior to the Petition Date, the applicable federal, state or foreign statutes of limitation and repose that were in effect at the time of the filing of the claim in the tort system, or (ii) for claims not filed against the Debtor in the tort system prior to the Petition Date, the applicable federal, state or foreign statutes of limitation and repose that were in effect at the time of the filing with the Asbestos PI Trust. However, the running of the relevant statute of limitation and repose shall be tolled as of the earliest of (X) the actual filing of the claim against the Debtor prior to the Petition Date, whether in the tort system or by submission of the claim to the Debtor pursuant to an administrative settlement agreement; (Y) the tolling of the claim against the Debtor prior to the Petition Date by an agreement or otherwise, provided such tolling is still in effect on the Petition Date; or (Z) the Petition Date. If an Asbestos Personal Injury Claim meets any of the tolling provisions described in the preceding sentence and was not barred by the applicable federal, state or foreign statute of limitation and repose at the time of the tolling event, it shall be treated as timely filed if it is actually filed with the Asbestos PI Trust within three (3)

years after the Initial Claims Filing Date. In addition, any Asbestos Personal Injury Claim that was first diagnosed after the Petition Date, irrespective of the application of any relevant federal, state or foreign statute of limitation and repose, may be filed with the Asbestos PI Trust within three (3) years after the date of diagnosis or within three (3) years after the Initial Claims Filing Date, whichever occurs later. However, the processing of any Asbestos Personal Injury Claim by the Asbestos PI Trust may be deferred at the election of the claimant pursuant to Section 6.3 below.

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

5.1(c) Payment of Asbestos Personal Injury Claims. Asbestos Personal Injury Claims that have been liquidated by the Expedited Review Process as provided in Section 5.3(a) below, by the Individual Review Process as provided in Section 5.3(b) below, by arbitration as provided in Section 5.10 below or by litigation in the tort system as provided in Section 5.11 below, shall be paid in FIFO order based on the date their liquidation became final (the “**FIFO Payment Queue**”); all such payments are subject to the applicable Payment Percentage, the Maximum Annual Payment, the Maximum Available Payment and the Claims Payment Ratio. Pre-Petition Liquidated Claims, as defined in Section 5.2 below, Existing Claims and Exigent Hardship Claims, as defined in Section 5.4(b) below, shall be subject to the Maximum Annual Payment and Payment Percentage limitations, but not to the Maximum Available Payment and Claims Payment Ratio provisions set forth above.

Where the claimant is deceased or incompetent, and the settlement and payment of his or her claim must be approved by a court of competent jurisdiction or through a probate process

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

If any claims are liquidated on the same date, the claimant's position in the FIFO Payment Queue shall be determined by the date of the diagnosis of the claimant's asbestos-related disease, with claimants having earlier diagnosis dates given priority over later-diagnosed claimants. If any claims are liquidated on the same date and the respective holders' asbestos-related diseases were diagnosed on the same date, the position of those claims in the FIFO Payment Queue shall be determined by the Asbestos PI Trust based on the dates of the claimants' birth, with older claimants given priority over younger claimants.

5.2 Resolution of Pre-Petition Liquidated Claims.

5.2(a) Processing and Payment. As soon as practicable after the Effective Date, the Asbestos PI Trust shall pay, upon submission by the claimant of the appropriate documentation, all Asbestos Personal Injury Claims that were liquidated by (i) a binding settlement agreement for the particular claim entered into prior to the Petition Date that is judicially enforceable by the claimant, (ii) after the Petition Date according to the terms of a binding settlement agreement entered into prior to the Petition Date (a “**Pre-Petition Agreement**”), (iii) a jury verdict or non-final judgment in the tort system obtained prior to the Petition Date or (iv) a judgment that became final and non-appealable prior to the Petition Date (collectively “**Pre-Petition Liquidated Claims**”). In order to receive payment from the Asbestos PI Trust, the holder of a Pre-Petition Liquidated Claim must submit all documentation necessary to demonstrate to the Asbestos PI Trust that the claim was liquidated in the manner described above, which documentation shall include (A) a court authenticated copy of the jury verdict (if applicable), a non-final judgment (if applicable) or a final judgment (if applicable) and (B) the name, social security number and date of birth of the claimant and the name and address of the claimant’s lawyer; provided, however, that such documentation shall not be required with respect to any Pre-Petition Liquidated Claim that Debtor has identified to the Asbestos PI Trust as a Pre-Petition Liquidated Claim as to which all conditions to payment under the applicable agreement, jury verdict or judgment have been satisfied. Debtor shall deliver to the Asbestos PI Trust a list of the Pre-Petition Liquidated Claims that Debtor has approved for payment, which claims shall be entitled to rely upon the exception set forth in the preceding sentence.

The liquidated value of a Pre-Petition Liquidated Claim shall be the unpaid portion of the amount agreed to in the binding settlement agreement or Pre-Petition Agreement, the unpaid

portion of the amount awarded by the jury verdict or non-final judgment or the unpaid portion of the amount of the final judgment, as the case may be, plus interest, if any, that has accrued on that amount in accordance with the terms of the agreement, if any, or under applicable state law for settlements or judgments, as of the Petition Date; however, except as otherwise provided in Section 7.4 below, the liquidated value of a Pre-Petition Liquidated Claim shall not include any punitive or exemplary damages. In addition, the amounts payable with respect to such claims shall not be subject to or taken into account in consideration of the Claims Payment Ratio and the Maximum Available Payment limitations, but shall be subject to the Maximum Annual Payment and Payment Percentage provisions. In the absence of a Final Order of the Bankruptcy Court determining whether a settlement agreement is binding and judicially enforceable, a dispute between the claimant and the Asbestos PI Trust over this issue shall be resolved pursuant to the same procedures in this TDP that are provided for resolving the validity and/or liquidated value of an Asbestos Personal Injury Claim (*i.e.*, arbitration and litigation in the tort system as set forth in Sections 5.10 and 5.11 below).

Pre-Petition Liquidated Claims shall be processed and paid in accordance with their order in a separate FIFO queue to be established by the Asbestos PI Trust based on the date the Asbestos PI Trust received all required documentation for the particular claim. If any Pre-Petition Liquidated Claims were filed on the same date, the claimants' position in the FIFO queue for such claims shall be determined by the date on which the claim was liquidated. If any Pre-Petition Liquidated Claims were both filed and liquidated on the same dates, the position of the claimants in the FIFO queue shall be determined by the dates of the claimants' birth, with older claimants given priority over younger claimants.

5.2(b) Marshalling of Security. Holders of Pre-Petition Liquidated Claims that are secured by letters of credit, appeal bonds, or other security or sureties shall first exhaust their rights against any applicable security or surety before making a claim against the Asbestos PI Trust. Only in the event that such security or surety is insufficient to pay the Pre-Petition Liquidated Claim in full shall the deficiency be processed and paid as a Pre-Petition Liquidated Claim by the Asbestos PI Trust.

5.3 Resolution of Unliquidated Asbestos Personal Injury Claims. Within six (6) months after the establishment of the Asbestos PI Trust, the Trustee, with the consent of the TAC and the FCR, shall adopt procedures for reviewing and liquidating all unliquidated Asbestos Personal Injury Claims, which shall include deadlines for processing such claims. Such procedures shall also require that claimants seeking resolution of unliquidated Asbestos Personal Injury Claims must first file a proof of claim form, together with the required supporting documentation, in accordance with the provisions of Sections 6.1 and 6.2 below. It is anticipated that the Asbestos PI Trust shall provide an initial response to the claimant within six (6) months of receiving the proof of claim form.

The proof of claim form shall require the claimant to assert his or her claim for the highest Disease Level for which the claim qualifies at the time of filing. Irrespective of the Disease Level alleged on the proof of claim form, all claims shall be deemed to be a claim for the highest Disease Level for which the claim qualifies at the time of filing, and all lower Disease Levels for which the claim may also qualify at the time of filing or in the future shall be treated as subsumed into the higher Disease Level for both processing and payment purposes.

Upon filing of a valid proof of claim form with the required supporting documentation, the claim shall be placed in the FIFO Processing Queue in accordance with the ordering criteria

described in Section 5.1(a) above. When the claim reaches the top of the FIFO Processing Queue, the Asbestos PI Trust shall process and liquidate the claim based upon the medical/exposure evidence submitted by the claimant and under the process elected by the claimant. If the claimant fails to elect either the Individual Review Process or the Expedited Review Process, then the Asbestos PI Trust shall process and liquidate the claim under the Expedited Review Process, although the claimant shall retain the right to request Individual Review as described in Section 5.3(b) below.

5.3(a) Expedited Review Process.

5.3(a)(1) In General. The Asbestos PI Trust's Expedited Review Process is designed primarily to provide an expeditious, efficient, consistent and inexpensive method for liquidating all valid Asbestos Personal Injury Claims (except those involving Lung Cancer 2 – Disease Level V, all secondary exposure claims (as described in Section 5.5 below) and Foreign Claims, which shall only be liquidated pursuant to the Asbestos PI Trust's Individual Review Process), where the claim can easily be verified by the Asbestos PI Trust as meeting the presumptive Medical/Exposure Criteria for the relevant Disease Level. Expedited Review thus provides claimants with a substantially less burdensome process for pursuing Asbestos Personal Injury Claims than does the Individual Review Process described in Section 5.3(b) below. Expedited Review is also intended to provide qualifying claimants a fixed and certain claims value.

Claims that undergo Expedited Review and meet the presumptive Medical/Exposure Criteria for the relevant Disease Level shall be liquidated at the Scheduled Value for such Disease Level set forth in Section 5.3(a)(3) below. However, all claims liquidated by Expedited Review shall be subject to the applicable Payment Percentage, the Maximum Annual Payment,

the Maximum Available Payment and the Claims Payment Ratio limitations set forth above; provided, however, that Existing Claims and Exigent Hardship Claims shall not be subject to the Maximum Available Payment and Claims Payment Ratio. Claimants holding claims that cannot be liquidated by Expedited Review because they do not meet the presumptive Medical/Exposure Criteria for the relevant Disease Level may elect the Asbestos PI Trust's Individual Review Process set forth in Section 5.3(b) below.

Subject to the provisions of Section 5.8 below, the claimant's eligibility to have his or her Asbestos Personal Injury Claim liquidated at the Scheduled Value pursuant to the Expedited Review Process shall be determined solely by reference to the Medical/Exposure Criteria set forth below for each of the Disease Levels eligible for Expedited Review.

5.3(a)(2) Claims Processing Under Expedited Review. All claimants seeking liquidation of their claims pursuant to Expedited Review shall file the Asbestos PI Trust's proof of claim form. As a proof of claim form is reached in the FIFO Processing Queue, the Asbestos PI Trust shall determine whether the claim described therein meets the Medical/Exposure Criteria for one of the six Disease Levels eligible for Expedited Review, and shall advise the claimant of its determination. If a Disease Level is determined, the Asbestos PI Trust shall tender to the claimant an offer of payment of the Scheduled Value for the relevant Disease Level multiplied by the applicable Payment Percentage, together with (x) a form of release approved by the Asbestos PI Trust and (y) the Asbestos Personal Injury Claimant Release attached hereto as Exhibit A. If the claimant accepts the Asbestos PI Trust's offer of payment and returns the two (2) releases properly executed, the claim shall be placed in the FIFO Payment Queue, following which the Asbestos PI Trust shall disburse payment subject to the

limitations of the Maximum Annual Payment, the Maximum Available Payment and the Claims Payment Ratio, if any.

5.3(a)(3) Disease Levels, Scheduled Values and Medical/Exposure

Criteria. The seven Disease Levels covered by this TDP, together with the Medical/Exposure Criteria for each and the Scheduled Values for the six Disease Levels eligible for Expedited Review, are set forth below. These Disease Levels, Scheduled Values, and Medical/Exposure Criteria shall apply to all Trust Voting Claims⁶ filed with the Asbestos PI Trust (except Pre-Petition Liquidated Claims) on or before the Initial Claims Filing Date provided in Section 5.1 above for which the claimant elects the Expedited Review Process. Thereafter, for purposes of administering the Expedited Review Process, the Trustee may, with the consent of the TAC and the FCR, add to, change, or eliminate Disease Levels, Scheduled Values, or Medical/Exposure Criteria; develop subcategories of Disease Levels, Scheduled Values or Medical/Exposure Criteria; or determine that a novel or exceptional Asbestos Personal Injury Claim is compensable even though it does not meet the Medical/Exposure Criteria for any of the then current Disease Levels.

⁶ The term “**Trust Voting Claims**” includes (i) Pre-Petition Liquidated Claims as defined in Section 5.2(a) below; (ii) claims filed against the Debtor in the tort system or actually submitted to the Debtor pursuant to an administrative settlement agreement prior to the Petition Date; and (iii) all asbestos claims filed against another defendant in the tort system prior to December 22, 2014, the date the Plan was filed with the Bankruptcy Court; provided, however, that (1) the holder of a claim described in subsection (i), (ii) or (iii) above, or his or her authorized agent, actually voted to accept or reject the Plan pursuant to the voting procedures established by the Bankruptcy Court (unless such holder certifies to the satisfaction of the Trustee that he or she was prevented from voting in this proceeding as a result of circumstances resulting in a state of emergency affecting, as the case may be, the holder’s residence, the holder’s principal place of business or legal representative’s place of business at which the holder or his or her legal representative receives notice and/or maintains material records relating to his or her Trust Voting Claim); and provided further that (2) the claim was subsequently filed with the Asbestos PI Trust pursuant to Section 6.1 below by the Initial Claims Filing Date defined in Section 5.1(a) below.

<u>Disease Level</u>	<u>Scheduled Value</u>	<u>Medical/Exposure Criteria</u>
Mesothelioma (Level VII)	\$55,000	(1) Diagnosis ⁷ of mesothelioma, and (2) Yarway Exposure as defined in Section 5.7(b)(3) below.
Lung Cancer 1 (Level VI)	\$17,500	(1) Diagnosis of a primary lung cancer plus evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease ⁸ , (2) six months Yarway Exposure prior to December 31, 1982, (3) Significant Occupational Exposure ⁹ to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the lung cancer in question.

⁷ The requirements for a diagnosis of an asbestos-related disease that may be compensated under the provisions of this TDP are set forth in Section 5.7 below.

⁸ Evidence of “**Bilateral Asbestos-Related Nonmalignant Disease**,” for purposes of meeting the criteria for establishing Disease Levels I, II, IV, and VI, means either (i) a chest X-ray read by a qualified B reader of 1/0 or higher on the ILO scale or (ii)(x) a chest X-ray read by a qualified B reader or other Qualified Physician, (y) a CT scan read by a Qualified Physician, or (z) pathology, in each case showing either bilateral interstitial fibrosis, bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification. Evidence submitted to demonstrate (i) or (ii) above must be in the form of a written report stating the results (*e.g.*, an ILO report, a written radiology report or a pathology report). Solely for asbestos claims filed against the Debtor or another defendant in the tort system prior to the Petition Date, if an ILO reading is not available, either (i) a chest X-ray or a CT scan read by a Qualified Physician, or (ii) pathology, in each case showing bilateral interstitial fibrosis, bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification consistent with or compatible with a diagnosis of asbestos-related disease, shall be evidence of a Bilateral Asbestos-Related Nonmalignant Disease for purposes of meeting the presumptive medical requirements of Disease Levels I, II, IV, and VI. Pathological proof of asbestosis may be based on the pathological grading system for asbestosis described in the Special Issue of the Archives of Pathology and Laboratory Medicine, “Asbestos-associated Diseases,” Vol. 106, No. 11, App. 3 (October 8, 1982). For all purposes of this TDP, a “**Qualified Physician**” is a physician who is board-certified (or in the case of Canadian Claims or Foreign Claims, a physician who is certified or qualified under comparable medical standards or criteria of the jurisdiction in question) in one or more relevant specialized fields of medicine such as pulmonology, radiology, internal medicine or occupational medicine; provided, however, subject to the provisions of Section 5.8 below, that the requirement for board certification in this provision shall not apply to otherwise qualified physicians whose X-ray and/or CT scan readings are submitted for deceased holders of Asbestos Personal Injury Claims.

⁹ The term “Significant Occupational Exposure” is defined in Section 5.7(b)(2) below.

<u>Disease Level</u>	<u>Scheduled Value</u>	<u>Medical/Exposure Criteria</u>
Lung Cancer 2 (Level V)	None	<p>(1) Diagnosis of a primary lung cancer; (2) Yarway Exposure prior to December 31, 1982, and (3) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the lung cancer in question.</p> <p>Lung Cancer 2 (Level V) claims are claims that do not meet the more stringent medical and/or exposure requirements of Lung Cancer 1 (Level VI) claims. All claims in this Disease Level shall be individually evaluated. The estimated likely average of the individual evaluation awards for this category is \$5,000, with such awards capped at \$15,000 unless the claim qualifies for Extraordinary Claim treatment.</p> <p>Level V claims that show no evidence of either an underlying Bilateral Asbestos-Related Nonmalignant Disease or Significant Occupational Exposure may be individually evaluated, although it is not expected that such claims shall be treated as having any significant value, especially if the claimant is also a Smoker.¹⁰ In any event, no presumption of validity shall be available for any claims in this category.</p>
Other Cancer (Level IV)	\$5,000	(1) Diagnosis of a primary colo-rectal, laryngeal, esophageal, pharyngeal, or stomach cancer, plus evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease, (2) six months Yarway Exposure prior to December 31,

¹⁰ There is no distinction between Non-Smokers and Smokers for either Lung Cancer 1 (Level VI) or Lung Cancer 2 (Level V), although a claimant who meets the more stringent requirements of Lung Cancer 1 (Level VI) (evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease plus Significant Occupational Exposure), and who is also a Non-Smoker, may wish to have his or her claim individually evaluated by the Asbestos PI Trust. In such a case, absent circumstances that would otherwise reduce the value of the claim, it is anticipated that the liquidated value of the claim might well exceed the \$17,500 Scheduled Value for Lung Cancer 1 (Level VI) shown above. “**Non-Smoker**” means a claimant who either (a) never smoked or (b) has not smoked during any portion of the twelve (12) years immediately prior to the diagnosis of the lung cancer. A “**Smoker**” is a claimant who does not qualify as a Non-Smoker.

<u>Disease Level</u>	<u>Scheduled Value</u>	<u>Medical/Exposure Criteria</u>
		1982, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the other cancer in question.
Severe Asbestosis (Level III)	\$10,000	(1) Diagnosis of asbestosis with ILO ¹¹ of 2/1 or greater, or asbestosis determined by pathological evidence of asbestos, plus (a) TLC less than 65%, or (b) FVC less than 65% and FEV1/FVC ratio greater than 65%, (2) six months Yarway Exposure prior to December 31, 1982, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the pulmonary disease in question.
Asbestosis/Pleural Disease (Level II)	\$2,000	(1) Diagnosis of Bilateral Asbestos-Related Nonmalignant Disease, plus (a) TLC less than 80%, or (b) FVC less than 80% and FEV1/FVC ratio greater than or equal to 65%, and (2) six months Yarway Exposure prior to December 31, 1982, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the pulmonary disease in question.
Asbestosis/Pleural Disease (Level I)	\$500	(1) Diagnosis of a Bilateral Asbestos-Related Nonmalignant Disease, (2) six months Yarway Exposure prior to December 31, 1982, and (3) five years cumulative occupational exposure to asbestos.

¹¹ If the diagnostic images being interpreted in such regard are digital images, then a written report by a Qualified Physician confirming that the images reviewed are with reasonable certainty equivalent to those that would qualify for the required ILO grade shall be acceptable as well.

5.3(b) Individual Review Process.

5.3(b)(1) In General. Subject to the provisions set forth below, a claimant may elect to have his or her Asbestos Personal Injury Claim reviewed for purposes of determining whether the claim would be cognizable and valid in the tort system even though it does not meet the presumptive Medical/Exposure Criteria for any of the Disease Levels set forth in Section 5.3(a)(3) above.¹² In addition or alternatively, a claimant may elect to have a claim undergo the Individual Review Process for purposes of determining whether the liquidated value of a claim involving Disease Levels III, IV, VI, or VII exceeds the Scheduled Value for the relevant Disease Level also set forth in said provision. However, until such time as the Asbestos PI Trust has made an offer on such claim pursuant to Individual Review, the claimant may change his or her Individual Review election and have the claim liquidated pursuant to the Asbestos PI Trust's Expedited Review Process (except those claims involving Lung Cancer 2 – Disease Level V, secondary exposure claims (as described in Section 5.5 below) and Foreign Claims, which shall only be liquidated pursuant to the Asbestos PI Trust's Individual Review Process). In the event of such a change in the processing election, the claimant shall nevertheless retain his or her place in the FIFO Processing Queue.

The liquidated value of all Foreign Claims payable under this TDP shall be established only under the Asbestos PI Trust's Individual Review Process. Asbestos Personal Injury Claims of individuals exposed in Canada who were resident in Canada when such claims were filed (“**Canadian Claims**”) shall not be considered Foreign Claims hereunder and shall be eligible for

¹² Under this provision, an Asbestos Personal Injury Claim that does not include evidence of exposure prior to December 31, 1982, as set forth in the Significant Occupational Exposure or Yarway Exposure provisions below, may still undergo the Individual Review Process for purposes of determining whether such claim would be cognizable and valid in the tort system.

liquidation under, at the claimant’s election, either the Expedited Review Process or the Individual Review Process. Accordingly, a “**Foreign Claim**” is an Asbestos Personal Injury Claim with respect to which the claimant’s exposure to an asbestos-containing product or conduct for which the Debtor has legal responsibility occurred outside of the United States and its Territories and Possessions, and outside of the Provinces and Territories of Canada.¹³

In reviewing Foreign Claims, the Asbestos PI Trust shall take into account all relevant procedural and substantive legal rules to which the claims would be subject in the Claimant’s Jurisdiction as defined in Section 5.3(b)(2) below. The Asbestos PI Trust shall determine the liquidated value of Foreign Claims based on historical settlements and verdicts in the Claimant’s Jurisdiction as well as the other valuation factors set forth in Section 5.3(b)(2) below.

For purposes of the Individual Review Process for Foreign Claims, the Trustee, with the consent of the TAC and the FCR, may develop separate Medical/Exposure Criteria and standards, as well as separate requirements for physician and other professional qualifications, which shall be applicable to all Foreign Claims channeled to the Asbestos PI Trust; provided however, that such criteria, standards or requirements shall not effectuate substantive changes to the claims eligibility requirements under this TDP, but rather shall be made only for the purpose of adapting those requirements to the particular licensing provisions and/or medical customs or practices of the foreign country in question.

At such time as the Asbestos PI Trust has sufficient historical settlement, verdict and other valuation data for claims from a particular foreign jurisdiction, the Trustee, with the

¹³ Notwithstanding any other provision of the TDP, all issues related to Foreign Claims shall be agreed to by the Trustee, the TAC and the FCR.

consent of the TAC and the FCR, may also establish a separate valuation matrix for any such Foreign Claims based on that data.

5.3(b)(1)(A) Review of Medical/Exposure Criteria. The Asbestos PI Trust's Individual Review Process provides a claimant with an opportunity for individual consideration and evaluation of an Asbestos Personal Injury Claim that fails to meet the presumptive Medical/Exposure Criteria for a Disease Level. In such a case, the Asbestos PI Trust shall either deny the claim or, if the Asbestos PI Trust is satisfied that the claimant has presented a claim that would be cognizable and valid in the tort system, the Asbestos PI Trust can offer the claimant a liquidated value amount up to the Scheduled Value for that Disease Level.

5.3(b)(1)(B) Review of Liquidated Value. Claimants holding claims in Disease Levels III–VII shall also be eligible to seek Individual Review of the liquidated value of their claims, as well as of their medical/exposure evidence. The Individual Review Process is intended to result in payments equal to the full liquidated value for each claim multiplied by the Payment Percentage; however, the liquidated value of any Asbestos Personal Injury Claim that undergoes Individual Review may be determined to be less than the Scheduled Value the claimant would have received under Expedited Review. Moreover, the liquidated value for a claim involving Disease Levels III–VII shall not exceed the Maximum Value for the relevant Disease Level set forth in Section 5.3(b)(3) below, unless the claim meets the requirements of an Extraordinary Claim described in Section 5.4(a) below, in which case its liquidated value cannot exceed the maximum extraordinary value set forth in that provision for such claims. Because the detailed examination and valuation process pursuant to Individual Review may require additional time and effort, claimants electing to undergo the Individual

Review Process may be paid the liquidated value of their Asbestos Personal Injury Claims later than would have been the case had the claimant elected the Expedited Review Process. Subject to the provisions of Section 5.8 below, the Asbestos PI Trust shall devote reasonable resources to the review of all claims to ensure that there is a reasonable balance maintained in reviewing all classes of claims.

5.3(b)(2) Valuation Factors to Be Considered in Individual Review.

The Asbestos PI Trust shall liquidate the value of each Asbestos Personal Injury Claim that undergoes Individual Review based on the historic liquidated values of other similarly situated claims in the tort system for the same Disease Level. The Asbestos PI Trust shall thus take into consideration all of the factors that affect the severity of damages and values within the tort system including, but not limited to, credible evidence of (i) the degree to which the characteristics of a claim differ from the presumptive Medical/Exposure Criteria for the Disease Level in question; (ii) factors such as the claimant's age, disability, employment status, disruption of household, family or recreational activities, dependents, special damages, and pain and suffering; (iii) whether the claimant's damages were caused by asbestos exposure, including exposure to the Yarway Product Lines, as defined in Section 5.7(b)(3) hereof, prior to December 31, 1982 (for example, alternative causes, and the strength of documentation of injuries); (iv) the industry of exposure; (v) settlement and verdict histories and other law firms' experience in the Claimant's Jurisdiction for similarly situated claims; and (vi) settlement and verdict histories for the claimant's law firm for similarly situated claims. Where the claimant's law firm submits clear and convincing evidence to the Asbestos PI Trust, and the Trustee determines, in his or her sole discretion, that the claimant's law firm, prior to the Petition Date, played a substantial role in the prosecution, trial and resolution of asbestos personal injury claims against the Debtor in

the Claimant's Jurisdiction, such as actively participating in court appearances, discovery and trial of the subject cases (evidence will be required of all three phases: prosecution, trial and resolution for each law firm involved; necessary evidence will include evidence of active participation in the cases; and the mere referral of a case, without further involvement will not be viewed as having played a substantial role in the prosecution and resolution of a case), irrespective of whether a second law firm also was involved, the Asbestos PI Trust shall include such cases in the settlement and verdict histories for the claimant's law firm in the Claimant's Jurisdiction. If this occurs, the claimant's law firm shall certify, as required by the Asbestos PI Trust, that it has provided all settlement and verdict history information for asbestos cases against the Debtor in which claimant's law firm, prior to the Petition Date, played a substantial role in the prosecution, trial and resolution of asbestos personal injury claims against the Debtor in the Claimant's Jurisdiction, as described above.

For these purposes, the "**Claimant's Jurisdiction**" is the jurisdiction in which the claim was filed (if at all) against the Debtor in the tort system prior to the Petition Date. If the claim was not filed against the Debtor in the tort system prior to the Petition Date, the claimant may elect as the Claimant's Jurisdiction either (i) the jurisdiction in which the claimant resides at the time of diagnosis or when the claim is filed with the Asbestos PI Trust; or (ii) a jurisdiction in which the claimant experienced exposure to an asbestos-containing product or to conduct for which the Debtor has legal responsibility.

With respect to the "Claimant's Jurisdiction" in the event a personal representative or authorized agent makes a claim under this TDP for wrongful death with respect to which the governing law of the Claimant's Jurisdiction could only be the Alabama Wrongful Death Statute, the Claimant's Jurisdiction for such claim shall be the Commonwealth of Pennsylvania, and such

claimant’s damages shall be determined pursuant to the statutory and common laws of the Commonwealth of Pennsylvania without regard to its choice of law principles. The choice of law provision in Section 7.4 below applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant’s Jurisdiction pursuant to Section 5.3(b)(2) is determined to be the Alabama Wrongful Death Statute, shall only govern the rights between the Asbestos PI Trust and the claimant, and, to the extent the Asbestos PI Trust seeks recovery from any entity that provided insurance coverage to the Debtor, the Alabama Wrongful Death Statute shall govern.

5.3(b)(3) Scheduled, Average, and Maximum Values. The Scheduled, Average and Maximum Values for domestic claims involving Disease Levels I–VII are the following:

<u>Scheduled Disease</u>	<u>Scheduled Value</u>	<u>Average Value</u>	<u>Maximum Value</u>
Mesothelioma (Level VII)	\$55,000	\$80,000	\$150,000
Lung Cancer 1 (Level VI)	\$17,500	\$20,000	\$40,000
Lung Cancer 2 (Level V)	None	\$5,000	\$15,000
Other Cancer (Level IV)	\$5,000	\$6,000	\$15,000
Severe Asbestosis (Level III)	\$10,000	\$12,000	\$20,000
Asbestosis/Pleural Disease (Level II)	\$2,000	None	None
Asbestosis/Pleural Disease (Level I)	\$500	None	None

These Scheduled Values, Average Values and Maximum Values shall apply to all Trust Voting Claims other than Pre-Petition Liquidated Claims filed with the Asbestos PI Trust on or before the Initial Claims Filing Date as provided in Section 5.1 above. Thereafter, the Asbestos

PI Trust, with the consent of the TAC and the FCR pursuant to Sections 5.7(b) and 6.6(b) of the Trust Agreement, may change these valuation amounts for good cause and consistent with other restrictions on the amendment power.

5.4 Categorizing Asbestos Personal Injury Claims as Extraordinary and/or Exigent Hardship.

5.4(a) Extraordinary Claims. “**Extraordinary Claim**” means an Asbestos Personal Injury Claim that otherwise satisfies the Medical Criteria for Disease Levels I–VII, and that is held by a claimant whose exposure to asbestos (i) occurred predominantly as a result of working in a manufacturing facility of the Debtor or Gimpel Corporation, a Delaware corporation (“**Gimpel**”) during a period in which the Debtor or Gimpel was manufacturing asbestos-containing products at that facility, or (ii) was at least 75% the result of Yarway Exposure (as defined in Section 5.7(b)(3) below), and in either case there is little likelihood of a substantial recovery elsewhere. All such Extraordinary Claims shall be presented for Individual Review and, if valid, shall be entitled to an award of up to a maximum extraordinary value of five (5) times the Scheduled Value set forth in Section 5.3(b)(3) above for claims qualifying for Disease Levels I–IV, VI and VII, and five (5) times the Average Value for claims in Disease Level V, in either case multiplied by the applicable Payment Percentage. The Trustee may ask that a holder of an Extraordinary Claim provide the Asbestos PI Trust with evidence of all recoveries from other asbestos trusts and all asbestos-related recoveries from other defendants. If a claimant submits such evidence, the Asbestos PI Trust shall preserve the confidentiality of the submission as provided in Section 6.5 below.

Any dispute as to Extraordinary Claim status shall be submitted to a special Extraordinary Claims panel established by the Asbestos PI Trust with the consent of the TAC

and the FCR (the “**Extraordinary Claims Panel**”). All decisions of the Extraordinary Claims Panel shall be final and not subject to any further administrative or judicial review. An Extraordinary Claim, following its liquidation, shall be placed in the FIFO Payment Queue ahead of all other Asbestos Personal Injury Claims, except Pre-Petition Liquidated Claims, Existing Claims and Exigent Hardship Claims, based on its date of liquidation and shall be paid subject to the Maximum Available Payment and Claims Payment Ratio described above.

5.4(b) Exigent Hardship Claims. At any time the Asbestos PI Trust may liquidate and pay Asbestos Personal Injury Claims that qualify as Exigent Hardship Claims as defined below. Such claims may be considered separately no matter what the order of processing otherwise would have been under this TDP. An Exigent Hardship Claim, following its liquidation, shall be placed first in the FIFO Payment Queue ahead of all other liquidated Asbestos Personal Injury Claims except Pre-Petition Liquidated Claims and Existing Claims, which claims, together with the Exigent Hardship Claims, shall be paid in accordance with the provisions of Section 2.4 hereof. An Asbestos Personal Injury Claim qualifies for payment as an Exigent Hardship Claim if the claim meets the Medical/Exposure Criteria for Severe Asbestosis (Disease Level III) or an asbestos-related malignancy (Disease Levels IV–VII), and the Asbestos PI Trust, in its sole discretion, determines that (i) the claimant needs financial assistance on an immediate basis based on the claimant’s expenses and all sources of available income, and (ii) there is a causal connection between the claimant’s dire financial condition and the claimant’s asbestos-related disease.

5.5 Secondary Exposure Claims. If a claimant alleges an asbestos-related disease resulting solely from exposure to an occupationally exposed person, such as a family member, the claimant must seek Individual Review of his or her claim pursuant to Section 5.3(b) above.

In such a case, the claimant must establish that the occupationally exposed person would have met the exposure requirements under this TDP for the claimant's Disease Level that would have been applicable had the occupationally exposed person filed a direct claim against the Asbestos PI Trust. In addition, the claimant with secondary exposure must establish that he or she is suffering from one of the seven Disease Levels described in Section 5.3(a)(3) above or an asbestos-related disease otherwise compensable under this TDP, that his or her own exposure to the occupationally exposed person occurred within the same time frame as the occupationally exposed person was exposed to asbestos or asbestos-containing products manufactured, produced or distributed by the Debtor or to conduct for which the Debtor has legal responsibility, and that such secondary exposure was a cause of the claimed disease. If the claimant establishes the elements called for in this Section 5.5, the Asbestos PI Trust shall offer the claimant the Scheduled Value for the applicable Disease Level unless the claimant is seeking review of the liquidated value of the claim pursuant to Section 5.3(b)(1) hereof. All other liquidation and payment rights and limitations under this TDP shall be applicable to such claims.

5.6 Indirect Asbestos Personal Injury Claims. An Indirect Asbestos Personal Injury Claim asserted against the Asbestos PI Trust shall be treated as presumptively valid and paid by the Asbestos PI Trust subject to the applicable Payment Percentage if (a) such claim satisfied the requirements of any bar date for such claim established by the Bankruptcy Court, if applicable, and is not otherwise disallowed by Section 502(e) of the Code or subordinated under Section 509(c) of the Code, (b) the holder of such claim (the "**Indirect Claimant**") establishes to the satisfaction of the Trustee that (i) the Indirect Claimant has paid in full the liability and obligation of the Asbestos PI Trust to the individual claimant to whom the Asbestos PI Trust would otherwise have had a liability or obligation under this TDP (the "**Direct Claimant**"),

(ii) the Direct Claimant and the Indirect Claimant have forever and fully released the Asbestos PI Trust and the “**Released Parties**” (as defined in the Asbestos Personal Injury Claimant Release attached hereto as Exhibit A) from all liability to the Direct Claimant, and (iii) the claim is not otherwise barred by a statute of limitation and repose or by other applicable law and (c) the Asbestos PI Trust has not yet paid the Direct Claimant. In no event shall any Indirect Claimant have any rights against the Asbestos PI Trust superior to the rights of the related Direct Claimant against the Asbestos PI Trust, including any rights with respect to the timing, amount or manner of payment. In addition, no Indirect Asbestos Personal Injury Claim may be liquidated and paid in an amount that exceeds what the Indirect Claimant has actually paid the related Direct Claimant.

To establish a presumptively valid Indirect Asbestos Personal Injury Claim, the Indirect Claimant’s aggregate liability for the Direct Claimant’s claim must also have been fixed, liquidated and paid fully by the Indirect Claimant by settlement (with an appropriate full release in favor of the Asbestos PI Trust and the Released Parties) or a Final Order (as defined in the Plan) and such claim must be valid under the applicable state law. In any case where the Indirect Claimant has satisfied the claim of a Direct Claimant against the Asbestos PI Trust under applicable law by way of a settlement, the Indirect Claimant shall obtain for the benefit of the Asbestos PI Trust a release in form and substance satisfactory to the Trustee and the Released Parties.

If an Indirect Claimant cannot meet the presumptive requirements set forth above, including the requirement that the Indirect Claimant provide the Asbestos PI Trust with a full release of the Direct Claimant’s claim, the Indirect Claimant may request that the Asbestos PI Trust review the Indirect Asbestos Personal Injury Claim individually to determine whether the

Indirect Claimant can establish under applicable state law that the Indirect Claimant has paid all or a portion of a liability or obligation that the Asbestos PI Trust had to the Direct Claimant. If the Indirect Claimant can show that it has paid all or a portion of such a liability or obligation and the Asbestos PI Trust has not already paid the Direct Claimant, the Asbestos PI Trust shall reimburse the Indirect Claimant the amount of the liability or obligation so paid, multiplied by the then applicable Payment Percentage. However, in no event shall such reimbursement to the Indirect Claimant be greater than the amount to which the Direct Claimant would have otherwise been entitled under this TDP. Further, the liquidated value of any Indirect Asbestos Personal Injury Claim paid by the Asbestos PI Trust to an Indirect Claimant shall be treated as an offset to or reduction of the full liquidated value of any Asbestos Personal Injury Claim that might be subsequently asserted by the Direct Claimant against the Asbestos PI Trust.

Any dispute between the Asbestos PI Trust and an Indirect Claimant over whether the Indirect Claimant has a right to reimbursement for any amount paid to a Direct Claimant shall be subject to the ADR Procedures provided in Section 5.10 below. If such dispute is not resolved by said ADR Procedures, the Indirect Claimant may litigate the dispute in the tort system pursuant to Sections 5.11 and 7.5 below.

The Trustee may develop and approve a separate proof of claim form for Indirect Asbestos Personal Injury Claims. Indirect Asbestos Personal Injury Claims that have not been disallowed, discharged, or otherwise resolved by prior order of the Bankruptcy Court shall be processed in accordance with procedures to be developed and implemented by the Trustee consistent with the provisions of this Section 5.6, which procedures shall (a) determine the validity, acceptability and enforceability of such claims; and (b) otherwise provide the same

liquidation and payment procedures and rights to the holders of such claims as the Asbestos PI Trust would have afforded the holders of the underlying valid Asbestos Personal Injury Claims.

5.7 Evidentiary Requirements.

5.7(a) Medical Evidence.

5.7(a)(1) In General. All diagnoses of a Disease Level shall be accompanied by either (i) a statement by the physician providing the diagnosis that at least ten (10) years have elapsed between the date of first exposure to asbestos or asbestos-containing products and the diagnosis, or (ii) a history of the claimant's exposure sufficient to establish a 10-year latency period. A finding by a physician after the Effective Date that a claimant's disease is "consistent with" or "compatible with" asbestosis shall not alone be treated by the Asbestos PI Trust as a diagnosis.

5.7(a)(1)(A) Disease Levels I–III. Except for asbestos claims filed against the Debtor or any other defendant in the tort system prior to the Petition Date, all diagnoses of a non-malignant asbestos-related disease (Disease Levels I–III) shall be based, in the case of a claimant who was living at the time the claim was filed, upon a physical examination of the claimant by the physician providing the diagnosis of the asbestos-related disease. All living claimants must also provide (i) for Disease Levels I–II, evidence of Bilateral Asbestos-Related Nonmalignant Disease (as defined in Footnote 8 above); (ii) for Disease Level III, an ILO reading of 2/1 or greater or pathological evidence of asbestosis; and (iii) for Disease Levels II and III, pulmonary function testing.^{14,15}

¹⁴ All diagnoses of Asbestos/Pleural Disease (Disease Levels I and II) not based on pathology shall be presumed to be based on findings of bilateral asbestosis or pleural disease, and all diagnoses of Mesothelioma (Disease Level VII) shall be presumed to be based on findings that the disease involves a malignancy. However, the Asbestos PI Trust may rebut such presumptions.

In the case of a claimant who was deceased at the time the claim was filed, all diagnoses of a non-malignant asbestos-related disease (Disease Levels I–III) shall be based upon (i) a physical examination of the claimant by the physician providing the diagnosis of the asbestos-related disease; (ii) pathological evidence of the non-malignant asbestos-related disease; or (iii) in the case of Disease Levels I–II, evidence of Bilateral Asbestos-Related Nonmalignant Disease (as defined in Footnote 8 above), and for Disease Level III, either an ILO reading of 2/1 or greater or pathological evidence of asbestosis; and (iv) for either Disease Level II or III, pulmonary function testing.

5.7(a)(1)(B) Disease Levels IV–VII. All diagnoses of an asbestos-related malignancy (Disease Levels IV–VII) shall be based upon either (i) a physical examination of the claimant by the physician providing the diagnosis of the asbestos-related disease, or (ii) a diagnosis of such a malignant Disease Level by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the JCAHO.

5.7(a)(1)(C) Exception to the Exception for Certain Pre-Petition Claims. If the holder of an Asbestos Personal Injury Claim that was filed against the

¹⁵ “**Pulmonary function testing**” or “**PFT**” shall mean testing that is in material compliance with the quality criteria established by the American Thoracic Society (“**ATS**”) and is performed on equipment which is in material compliance with ATS standards for technical quality and calibration. PFT performed in a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations (“**JCAHO**”), or performed, reviewed or supervised by a board certified pulmonologist or other Qualified Physician shall be presumed to comply with ATS standards, and the claimant may submit a summary report of the testing. If the PFT was not performed in an JCAHO-accredited hospital, or performed, reviewed or supervised by a board certified pulmonologist or other Qualified Physician, the claimant must submit the full report of the testing (as opposed to a summary report); provided, however, that if the PFT was conducted prior to the Effective Date of the Plan and the full PFT report is not available, the claimant must submit a declaration signed by a Qualified Physician or other qualified party, in the form provided by the Asbestos PI Trust, certifying that the PFT was conducted in material compliance with ATS standards.

Debtor or any other defendant in the tort system prior to the Petition Date has available a report of a diagnosing physician engaged by the holder or his or her law firm who conducted a physical examination of the holder as described in Sections 5.7(a)(1)(A) above, or if the holder has filed such medical evidence and/or a diagnosis of the asbestos-related disease by a physician not engaged by the holder or his or her law firm who conducted a physical examination of the holder with another asbestos-related personal injury settlement trust that requires such evidence, without regard to whether the claimant or the law firm engaged the diagnosing physician, the holder shall provide such medical evidence and/or diagnosis to the Asbestos PI Trust notwithstanding the exception in Section 5.7(a)(1)(A) above.

5.7(a)(2) Credibility of Medical Evidence. Before making any payment to a claimant, the Asbestos PI Trust must have reasonable confidence that the medical evidence provided in support of the claim is credible and consistent with recognized medical standards. The Asbestos PI Trust may require the submission of X-rays, CT scans, detailed results of pulmonary function tests, laboratory tests, tissue samples, results of medical examinations or reviews of other medical evidence, and may require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods and procedures to assure that such evidence is reliable. Medical evidence (i) that is of a kind shown to have been received in evidence by a state or federal judge at trial, (ii) that is consistent with evidence submitted to the Debtor to settle for payment similar disease cases prior to the Petition Date, or (iii) that is a diagnosis by a physician shown to have previously qualified as a medical expert with respect to the asbestos-related disease in question before a state, federal or foreign judge, is presumptively reliable, although the Asbestos PI Trust may seek to rebut the presumption. Notwithstanding the foregoing or any other provision of these TDP, any medical evidence

submitted by a physician or entity that the Asbestos PI Trust has determined, after consulting with the TAC and the FCR, to be unreliable shall not be acceptable as medical evidence in support of any Asbestos Personal Injury Trust Claim. In addition, claimants who otherwise meet the requirements of this TDP for payment of an Asbestos Personal Injury Claim shall be paid irrespective of the results in any litigation at any time between the claimant and any other defendant in the tort system. However, any relevant evidence submitted in a proceeding in the tort system, other than any findings of fact, a verdict, or a judgment involving another defendant, may be introduced by either the claimant or the Asbestos PI Trust in any Individual Review proceeding conducted pursuant to Section 5.3(b) above or any Extraordinary Claim proceeding conducted pursuant to Section 5.4(a) above.

5.7(b) Exposure Evidence.

5.7(b)(1) In General. As set forth above in Section 5.3(a)(3), to qualify for any Disease Level, the claimant must demonstrate a minimum exposure to the Yarway Product Lines, as defined in Section 5.7(b)(3) hereof. Claims based on conspiracy theories that involve no such exposure to the Yarway Product Lines are not compensable under this TDP. To meet the presumptive exposure requirements of Expedited Review set forth in Section 5.3(a)(3) above, the claimant must show (i) for all Disease Levels, Yarway Exposure as defined in Section 5.7(b)(3) below prior to December 31, 1982; (ii) for Asbestos/Pleural Disease Level I, six (6) months Yarway Exposure prior to December 31, 1982, plus five (5) years cumulative occupational asbestos exposure; and (iii) for Asbestosis/Pleural Disease (Disease Level II), Severe Asbestosis (Disease Level III), Other Cancer (Disease Level IV) or Lung Cancer 1 (Disease Level VI), six (6) months Yarway Exposure prior to December 31, 1982, plus Significant Occupational Exposure to asbestos. If the claimant cannot meet the relevant

presumptive exposure requirements for a Disease Level eligible for Expedited Review, the claimant may seek Individual Review pursuant to Section 5.3(b) above of his or her claim based on exposure to the Yarway Product Lines.

5.7(b)(2) Significant Occupational Exposure. “**Significant Occupational Exposure**” means employment for a cumulative period of at least five (5) years with a minimum of two (2) years prior to December 31, 1982, in an industry and an occupation in which the claimant (a) handled raw asbestos fibers on a regular basis; (b) fabricated asbestos-containing products such that the claimant in the fabrication process was exposed on a regular basis to raw asbestos fibers; (c) altered, repaired or otherwise worked with an asbestos-containing product such that the claimant was exposed on a regular basis to asbestos fibers; or (d) was employed in an industry and occupation such that the claimant worked on a regular basis in close proximity to workers engaged in the activities described in (a), (b) and/or (c) above.

5.7(b)(3) Yarway Exposure. The claimant must demonstrate meaningful and credible exposure, which occurred prior to December 31, 1982, to the Yarway Product Lines (“**Yarway Exposure**”). That meaningful and credible exposure evidence may be established by an affidavit or sworn statement of the claimant, a co-worker, or a family member in the case of a deceased claimant (providing the Asbestos PI Trust finds such evidence reasonably reliable), by invoices, employment, construction or similar records, or by other credible evidence. The specific exposure information required by the Asbestos PI Trust to process a claim under either Expedited or Individual Review shall be set forth on the proof of claim form to be used by the Asbestos PI Trust. The Asbestos PI Trust may also require submission of other or additional evidence of exposure when it deems such to be necessary.

“**Yarway Product Lines**” means asbestos-containing products, equipment, components, parts, improvements to real property, or materials engineered, designed, marketed, manufactured, constructed, sold, supplied, produced, installed, maintained, serviced, specified, selected, repaired, removed, replaced, released, distributed, or in any way used by Yarway (including, without limitation, Gimpel), including without limitation any of those products manufactured, sold or distributed by (a) Yarway Corporation (a Pennsylvania corporation), the statutory predecessor to Yarway, (b) Gimpel Corporation (f/k/a Triple G Acquisition Corporation), a Delaware corporation, which merged into Yarway in 2000 and/or (c) Gimpel Corporation (f/k/a Gimpel Machine Works, Inc.), a Pennsylvania corporation that sold all or substantially all of its assets to Gimpel. For the avoidance of doubt, “Yarway Product Lines” does not include products, equipment, components, parts, improvements to real property, or materials engineered, designed, manufactured, constructed or produced by Grinnell Corporation, Mueller Company, Anderson, Greenwood & Co., Kunkle Valve Company Inc., The Henry Pratt Company, or any other Non-Debtor Affiliate, or any Representative of any of the foregoing Entities.

Evidence submitted to establish proof of Yarway Exposure is for the sole benefit of the Asbestos PI Trust, not third parties or defendants in the tort system. The Asbestos PI Trust has no need for, and therefore, claimants are not required to furnish the Asbestos PI Trust with, evidence of exposure to specific asbestos products other than the Yarway Product Lines, except to the extent such evidence is required elsewhere in this TDP. Similarly, failure to identify the Yarway Product Lines in the claimant’s underlying tort action, or to other bankruptcy trusts, does not preclude the claimant from recovering from the Asbestos PI Trust, provided the claimant satisfies the medical and exposure requirements of this TDP.

5.8 Claims Audit Program. The Asbestos PI Trust, with the consent of the TAC and the FCR, may develop methods for auditing the reliability of medical evidence, including additional reading of X-rays, CT scans and verification of pulmonary function tests, as well as the reliability of evidence of exposure to asbestos, including exposure to the Yarway Product Lines prior to December 31, 1982. In the event that the Asbestos PI Trust reasonably determines that any individual or entity has engaged in a pattern or practice of providing unreliable medical or exposure evidence to the Asbestos PI Trust, it may decline to accept additional evidence from such provider in the future.

Further, in the event that an audit reveals that fraudulent information has been provided to the Asbestos PI Trust, the Asbestos PI Trust may penalize any claimant or claimant's attorney by rejecting the Asbestos Personal Injury Claim or by other means including, but not limited to, requiring the source of the fraudulent information to pay the costs associated with the audit and any future audit or audits, reordering the priority of payment of all affected claimants' Asbestos Personal Injury Claims, raising the level of scrutiny of additional information submitted from the same source or sources, refusing to accept additional evidence from the same source or sources, seeking the prosecution of the claimant or claimant's attorney for presenting a fraudulent claim in violation of 18 U.S.C. § 152, and seeking sanctions from the Bankruptcy Court.

5.9 Second Disease (Malignancy) Claims. Notwithstanding the provisions of Section 2.1 above that a claimant may not assert more than one Asbestos Personal Injury Claim hereunder, the holder of an Asbestos Personal Injury Claim involving a non-malignant asbestos-related disease (Disease Levels I–III) may assert a new Asbestos Personal Injury Claim against the Asbestos PI Trust for a malignant disease (Disease Levels IV–VII) that is subsequently diagnosed. Any additional payments to which such claimant may be entitled with respect to such

malignant asbestos-related disease shall not be reduced by the amount paid for the non-malignant asbestos-related disease, provided that the malignant disease had not been diagnosed by the time the claimant was paid with respect to the original claim involving the non-malignant disease.

5.10 Arbitration.

5.10(a) Establishment of ADR Procedures. The Trustee, with the consent of the TAC and the FCR, shall establish binding and non-binding arbitration procedures, as part of the Alternative Dispute Resolution (“**ADR**”) Procedures to be established by the Trustee with the consent of the TAC and the FCR, for resolving disputes concerning whether a pre-petition settlement agreement with the Debtor is binding and judicially enforceable in the absence of a Final Order of the Bankruptcy Court determining the issue, whether the Asbestos PI Trust’s rejection or denial of a claim was proper, or whether the claimant’s medical condition or exposure history meets the requirements of this TDP for purposes of categorizing a claim involving Disease Levels I–VII. Binding and non-binding arbitration shall also be available for resolving disputes over the liquidated value of a claim, as well as disputes over the Debtor’s share of the unpaid portion of a Pre-Petition Liquidated Claim described in Section 5.2 above and disputes over the validity of an Indirect Asbestos Personal Injury Claim.

In all arbitrations, the arbitrator shall consider the same medical and exposure evidentiary requirements that are set forth in Section 5.7 above. In the case of an arbitration involving the liquidated value of a claim involving Disease Levels III–VII, the arbitrator shall consider the same valuation factors that are set forth in Section 5.3(b)(2) above. In order to facilitate the Individual Review Process with respect to such claims, the Asbestos PI Trust may develop a valuation model that enables the Asbestos PI Trust to efficiently make initial liquidated value offers on those claims in the Individual Review setting. In an arbitration involving any such claim, the Asbestos

PI Trust shall neither offer into evidence or describe any such model nor assert that any information generated by the model has any evidentiary relevance or should be used by the arbitrator in determining the presumed correct liquidated value in the arbitration. The underlying data that was used to create the model may be relevant and may be made available to the arbitrator but only if provided to the claimant or his or her counsel ten (10) days prior to the arbitration proceeding. With respect to all claims eligible for arbitration, the claimant, but not the Asbestos PI Trust, may elect either non-binding or binding arbitration. The ADR Procedures may be modified by the Asbestos PI Trust with the consent of the TAC and the FCR.

5.10(b) Claims Eligible for Arbitration. In order to be eligible for arbitration, the claimant must first complete the Individual Review Process with respect to the disputed issue as well as any processes required under the ADR Procedures. Individual Review shall be treated as completed for these purposes when the claim has been individually reviewed by the Asbestos PI Trust, the Asbestos PI Trust has made an offer on the claim, the claimant has rejected the liquidated value resulting from the Individual Review, and the claimant has notified the Asbestos PI Trust of the rejection in writing. Individual Review shall also be treated as completed if the Asbestos PI Trust has rejected the claim.

5.10(c) Limitations on and Payment of Arbitration Awards. In the case of a non-Extraordinary Claim involving Disease Level I or II, the arbitrator shall not return an award in excess of the Scheduled Value for such claim. In the case of a non-Extraordinary Claim involving Disease Levels III–VII, the arbitrator shall not return an award in excess of the Maximum Value for the appropriate Disease Level as set forth in Section 5.3(a)(3) above, and for an Extraordinary Claim involving any Disease Level, the arbitrator shall not return an award greater than the maximum extraordinary value for such a claim as set forth in Section 5.4(a) above. A claimant

who submits to arbitration and who accepts the arbitral award shall receive payments in the same manner as one who accepts the Asbestos PI Trust's original valuation of the claim.

5.11 Litigation. Claimants who elect non-binding arbitration and then reject their arbitral awards retain the right to institute a lawsuit in the tort system against the Asbestos PI Trust pursuant to Section 7.5 below. However, a claimant shall be eligible for payment of a judgment for monetary damages obtained in the tort system from the Asbestos PI Trust's available cash only as provided in Section 7.6 below.

SECTION VI

Claims Materials

6.1 Claims Materials. The Asbestos PI Trust shall prepare suitable and efficient claims materials ("**Claims Materials**") for all Asbestos Personal Injury Claims, and shall provide such Claims Materials upon a written request for such materials to the Asbestos PI Trust. The proof of claim form to be submitted to the Asbestos PI Trust shall require the claimant to assert the highest Disease Level for which the claim qualifies at the time of filing. The proof of claim form shall also include a certification by the claimant or his or her attorney sufficient to meet the requirements of Rule 11(b) of the Federal Rules of Civil Procedure. In developing its claim filing procedures, the Asbestos PI Trust shall make every effort to provide claimants with the opportunity to utilize currently available technology at their discretion, including filing claims and supporting documentation over the internet and electronically by disk or CD-ROM. The proof of claim form to be used by the Asbestos PI Trust shall be developed by the Trustee and submitted to the TAC and the FCR for approval; it may be changed by the Trustee with the consent of the TAC and the FCR.

6.2 Content of Claims Materials. The Claims Materials shall include a copy of this TDP, such instructions as the Trustee shall approve, and a detailed proof of claim form. If feasible, the forms used by the Asbestos PI Trust to obtain claims information shall be the same or substantially similar to those used by other asbestos claims resolution organizations. If requested by the claimant, the Asbestos PI Trust shall accept information provided electronically. The claimant may, but shall not be required to, provide the Asbestos PI Trust with evidence of recovery from other defendants and claims resolution organizations; provided, however, that if a claim is an Extraordinary Claim and the Trustee requests such information pursuant to the provisions of Section 5.4(a) above, the claimant shall be required to provide such evidence to the Asbestos PI Trust.

6.3 Withdrawal or Deferral of Claims. A claimant can withdraw an Asbestos Personal Injury Claim at any time upon written notice to the Asbestos PI Trust and file another claim subsequently without affecting the status of the claim for purposes of statutes of limitations or repose, but any such claim filed after withdrawal shall be given a place in the FIFO Processing Queue based on the date of such subsequent filing. A claimant can also request that the processing of his or her Asbestos Personal Injury Claim by the Asbestos PI Trust be deferred for a period not to exceed three (3) years without affecting the status of the claim for statute of limitations purposes, in which case the claimant shall also retain his or her original place in the FIFO Processing Queue. Except for Asbestos Personal Injury Claims held by representatives of deceased or incompetent claimants for which court or probate approval of the Asbestos PI Trust's offer is required, or an Asbestos Personal Injury Claim for which deferral status has been granted, a claim shall be deemed to have been withdrawn if the claimant neither accepts, rejects, nor initiates arbitration within six (6) months of the Asbestos PI Trust's written offer of payment

or rejection of the claim. Upon written request and good cause, the Asbestos PI Trust may extend the withdrawal or deferral period for an additional six (6) months.

6.4 Filing Requirements and Fees. The Trustee shall have the discretion to determine, with the consent of the TAC and the FCR, whether a filing fee should be required for any Asbestos Personal Injury Claims.

6.5 Confidentiality of Claimants' Submissions. All submissions to the Asbestos PI Trust by a holder of an Asbestos Personal Injury Claim, including a proof of claim form and materials related thereto, shall be treated as made in the course of settlement discussions between the holder and the Asbestos PI Trust, and intended by the parties to be confidential and to be protected by all applicable state and federal privileges, including but not limited to those directly applicable to settlement discussions. The Asbestos PI Trust will preserve the confidentiality of such claimant submissions, and shall disclose the contents thereof only (i) with the permission of the holder, to another trust established for the benefit of asbestos personal injury claimants pursuant to section 524(g) of the Bankruptcy Code or other applicable law, (ii) to such other persons as authorized by the holder or (iii) in response to a valid subpoena of such materials issued by a Delaware State Court or the United States District Court for the District of Delaware. Furthermore, the Asbestos PI Trust shall provide counsel for the holder a copy of any such subpoena immediately after being served. The Asbestos PI Trust shall on its own initiative or upon request of the claimant in question take all necessary and appropriate steps to preserve said privileges before a Delaware State Court or the United States District Court for the District of Delaware and before those courts having appellate jurisdiction related thereto. Notwithstanding anything in the foregoing to the contrary, with the consent of the TAC and the FCR, the Asbestos PI Trust may, in specific limited circumstances, disclose information, documents or other

materials reasonably necessary in the Asbestos PI Trust's judgment to preserve, litigate, resolve, or settle coverage, or to comply with an applicable obligation under an insurance policy or settlement agreement within the Asbestos Personal Injury Trust Assets; provided, however, that the Asbestos PI Trust shall take any and all steps reasonably feasible in its judgment to preserve the further confidentiality of such information, documents and materials, and prior to the disclosure of such information, documents or materials to a third party, the Asbestos PI Trust shall receive from such third party a written agreement of confidentiality that (a) ensures that the information, documents and materials provided by the Asbestos PI Trust shall be used solely by the receiving party for the purpose stated in the agreement and (b) prohibits any other use or further dissemination of the information, documents and materials by the third party except as set forth in the written agreement of confidentiality. Nothing in this TDP, the Plan or the Trust Agreement expands, limits or impairs the obligation under applicable law of a claimant to respond fully to lawful discovery in any underlying civil action regarding his or her submission of factual information to the Asbestos PI Trust for the purpose of obtaining compensation for asbestos-related injuries from the Asbestos PI Trust.

6.6 English Language. All claims, claim forms, submissions, and evidence submitted to the Asbestos PI Trust or in connection with any claim or its liquidation shall be in the English language.

SECTION VII

General Guidelines for Liquidating and Paying Claims

7.1 Showing Required. To establish a valid Asbestos Personal Injury Claim, a claimant must meet the requirements set forth in this TDP. The Asbestos PI Trust may require the submission of X-rays, CT scans, laboratory tests, medical examinations or reviews, other

medical evidence or any other evidence to support or verify the Asbestos Personal Injury Claim, and may further require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods and procedures to assure that such evidence is reliable.

7.2 Costs Considered. Notwithstanding any provisions of this TDP to the contrary, the Trustee shall always give appropriate consideration to the cost of investigating and uncovering invalid Asbestos Personal Injury Claims so that the payment of valid Asbestos Personal Injury Claims is not further impaired by such processes with respect to issues related to the validity of the medical evidence supporting an Asbestos Personal Injury Claim. The Trustee shall also have the latitude to make judgments regarding the costs to be expended by the Asbestos PI Trust so that valid Asbestos Personal Injury Claims are not unduly further impaired by the costs of additional investigation. Nothing herein shall prevent the Trustee, in appropriate circumstances, from contesting the validity of any claim against the Asbestos PI Trust whatever the costs, or declining to accept medical evidence from sources that the Trustee has determined to be unreliable pursuant to any claims audit program implemented pursuant to Section 5.8 above, or otherwise.

7.3 Discretion to Vary the Order and Amounts of Payments in Event of Limited Liquidity. Consistent with the provisions hereof and subject to the FIFO Processing and Payment Queues, the Maximum Annual Payment, the Maximum Available Payment and the Claims Payment Ratio requirements set forth above, the Trustee shall proceed as quickly as possible to liquidate valid Asbestos Personal Injury Claims, and shall make payments to holders of such claims in accordance with this TDP promptly as funds become available and as claims

are liquidated, while maintaining sufficient resources to pay future valid claims in substantially the same manner.

Because the Asbestos PI Trust's income and liabilities over time remain uncertain, and decisions about payments must be based on estimates that cannot be done precisely, such decisions may have to be revised in light of experiences over time, and there can be no guarantee of any specific level of payment to claimants. However, the Trustee shall use his or her best efforts to treat similar claims in substantially the same manner, consistent with his or her duties as Trustee, the purposes of the Asbestos PI Trust, the established allocation of funds to claims in Categories A and B and the practical limitations imposed by the inability to predict the future with precision.

In the event that the Asbestos PI Trust faces temporary periods of limited liquidity, the Trustee may, with the consent of the TAC and the FCR, (a) suspend the normal order of payment, (b) temporarily limit or suspend payments altogether, (c) offer a Reduced Payment Option as described in Section 2.5 above and/or (d) commence making payments on an installment basis.

7.4 Punitive Damages. Except as provided below for claims asserted under the Alabama Wrongful Death Statute, in determining the value of any liquidated or unliquidated Asbestos Personal Injury Claim, punitive or exemplary damages, *i.e.*, damages other than compensatory damages, shall not be considered or paid, notwithstanding their availability in the tort system.

Similarly, no punitive or exemplary damages shall be payable with respect to any claim litigated against the Asbestos PI Trust in the tort system pursuant to Sections 5.11 above and 7.5 below. The only damages that may be awarded pursuant to this TDP to Alabama Claimants who

are deceased and whose personal representatives pursue their claims only under the Alabama Wrongful Death Statute shall be compensatory damages determined pursuant to the statutory and common law of the Commonwealth of Pennsylvania, without regard to its choice of law principles. The choice of law provision in this Section 7.4 applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant's Jurisdiction pursuant to Section 5.3(b)(2) is determined to be the Alabama Wrongful Death Statute, shall only govern the rights between the Asbestos PI Trust and the claimant including, but not limited to, suits in the tort system pursuant to Section 7.5 below.

7.5 Suits in the Tort System. If the holder of a disputed claim disagrees with the Asbestos PI Trust's determination regarding the Disease Level of the claim, the claimant's exposure or medical history, the validity of the claim or the liquidated value of the claim, and if the holder has first submitted the claim to non-binding arbitration as provided in Section 5.10 above, the holder may file a lawsuit against the Asbestos PI Trust in the Claimant's Jurisdiction as defined in Section 5.3(b)(2) above. Any such lawsuit must be filed by the claimant in his or her own right and name and not as a member or representative of a class, and no such lawsuit may be consolidated with any other lawsuit. All defenses (including, with respect to the Asbestos PI Trust, all defenses which could have been asserted by the Debtor, except as otherwise provided in the Plan) shall be available to both sides at trial; however, the Asbestos PI Trust may waive any defense and/or concede any issue of fact or law. If the claimant was alive at the time the initial pre-petition complaint was filed or on the date the proof of claim form was filed with the Asbestos PI Trust, the case shall be treated as a personal injury case with all personal injury damages to be considered even if the claimant has died during the pendency of the claim.

7.6 Payment of Judgments for Money Damages. If and when a claimant obtains a judgment in the tort system, the claim shall be placed in the FIFO Payment Queue based on the date on which the judgment became final. Thereafter, the claimant shall receive from the Asbestos PI Trust an initial payment (subject to the applicable Payment Percentage, the Maximum Annual Payment, the Maximum Available Payment and the Claims Payment Ratio provisions set forth above) of an amount equal to the greater of (i) the Asbestos PI Trust's last offer to the claimant or (ii) the award that the claimant declined in non-binding arbitration; provided, however, that in no event shall such payment amount exceed the amount of the judgment obtained in the tort system. The claimant shall receive the balance of the judgment, if any, in five (5) equal installments in years six (6) through ten (10) following the year of the initial payment (also subject to the applicable Payment Percentage, the Maximum Annual Payment, the Maximum Available Payment and the Claims Payment Ratio provisions above in effect on the date of the payment of the subject installment).

In the case of a non-Extraordinary Claim involving Disease Level I or II, the total amount paid with respect to such claim shall not exceed the Scheduled Value for such Disease Level as set forth in Section 5.3(b)(3) above. In the case of a claim that does not attain classification under a Disease Level, the amount payable shall not exceed the Scheduled Value for the Disease Level most comparable to the disease proven. In the case of non-Extraordinary Claims involving Disease Levels III-VII, the total amounts paid with respect to such claims shall not exceed the Maximum Values for such Disease Levels set forth in Section 5.3(b)(3). In the case of Extraordinary Claims, the total amounts paid with respect to such claims shall not exceed the maximum extraordinary values for such claims set forth in Section 5.4(a) above. Under no

circumstances shall interest be paid under any statute on any judgments obtained in the tort system.

7.7 Releases. The Trustee shall, with the consent of the TAC and the FCR, determine the form and substance of the release to be provided to the Asbestos PI Trust. As a condition to receiving any payment from the Asbestos PI Trust, a Direct Claimant or, in the case of an Indirect Claim, an Indirect Claimant and the related Direct Claimant shall be required to execute such form of release and, in addition, the Asbestos Personal Injury Claimant Release attached hereto as Exhibit A. Notwithstanding anything to the contrary in this TDP, (i) the form of Asbestos Personal Injury Claimant Release attached hereto as Exhibit A and (ii) the requirement that the Asbestos PI Trust obtain a properly-executed Asbestos Personal Injury Claimant Release from any Direct Claimant or, in the case of an Indirect Claim, from any Indirect Claimant and the related Direct Claimant as a pre-condition to making a distribution to any Direct Claimant or Indirect Claimant shall not be modified in any way without the written consent of Tyco and Reorganized Yarway.

7.8 Third-Party Services. Nothing in this TDP shall preclude the Asbestos PI Trust from contracting with another asbestos claims resolution organization to provide services to the Asbestos PI Trust so long as decisions about the categorization and liquidated value of Asbestos Personal Injury Claims are based on the relevant provisions of this TDP, including the Disease Levels, Scheduled Values, Average Values, Maximum Values, and Medical/Exposure Criteria set forth above.

7.9 Asbestos PI Trust Disclosure of Information. Periodically, but not less often than once a year, the Asbestos PI Trust shall make available to claimants the number of claims by Disease Levels that have been resolved both by the Individual Review Process and by

arbitration as well as by litigation in the tort system indicating the amounts of the awards and the averages of the awards by jurisdiction.

SECTION VIII

Miscellaneous

8.1 Amendments. Except as otherwise provided herein, the Trustee may amend, modify, delete, or add to any provisions of this TDP (including, without limitation, amendments to conform this TDP to advances in scientific or medical knowledge or other changes in circumstances), provided the Trustee first obtains the consent of the TAC and the FCR pursuant to the consent process set forth in Sections 5.7(b) and 6.6(b) of the Trust Agreement, except that the right to amend the Claims Payment Ratio is governed by the restrictions in Section 2.5 above, and the right to adjust the Payment Percentage is governed by Section 4.2 above. Nothing herein is intended to preclude the TAC or the FCR from proposing to the Trustee, in writing, amendments to this TDP. Any amendment proposed by the TAC or the FCR shall remain subject to Section 7.3 of the Trust Agreement.

8.2 Severability. Should any provision contained in this TDP be determined to be unenforceable, such determination shall in no way limit or affect the enforceability or operative effect of any and all other provisions of this TDP. Should any provision contained in this TDP be determined to be inconsistent with or contrary to the Debtor's obligations to any insurance company providing insurance coverage to the Debtor in respect of claims for personal injury based on exposure to an asbestos-containing product or to conduct for which the Debtor has legal responsibility, the Asbestos PI Trust with the consent of the TAC and the FCR may amend this TDP and/or the Trust Agreement to make the provisions of either or both documents consistent with the duties and obligations of the Debtor to said insurance company.

8.3 Governing Law. Except for purposes of determining the validity and/or liquidated value of any Asbestos Personal Injury Claim, administration of this TDP shall be governed by, and construed in accordance with, the laws of the State of Delaware. The law governing the determination of validity and/or liquidation of Asbestos Personal Injury Claims in the case of Individual Review, arbitration or litigation in the tort system shall be the law of the Claimant's Jurisdiction as described in Section 5.3(b)(2) above.

EXHIBIT J

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

In re

ALDRICH PUMP LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 20-30608 (JCW)

(Jointly Administered)

**MOTION OF THE DEBTORS FOR AN ORDER
AUTHORIZING THE DEBTORS TO ISSUE SUBPOENAS
ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

Aldrich Pump LLC ("Aldrich") and Murray Boiler LLC ("Murray"), as debtors and debtors in possession (together, the "Debtors"), hereby move the Court for the entry of an order authorizing the Debtors to issue subpoenas on (i) the Manville Personal Injury Settlement Trust (the "Manville Trust"); (ii) the Delaware Claims Processing Facility ("DCPF") with respect to the ten asbestos personal injury trusts for which it processes claims (the "DCPF Trusts"); (iii) Verus Claims Services, LLC ("Verus")² with respect to 8 asbestos personal injury trusts for which it processes claims (the "Verus Trusts" and, collectively with the Manville Trust and the DCPF Trusts, the "Trusts"); and (iv) Paddock Enterprises, LLC ("Paddock" and, collectively with the Manville Trust, DCPF, and Verus, the "Producing Parties") requesting production of limited data concerning approximately 12,000 individuals whose mesothelioma claims the

¹ The Debtors are the following entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): Aldrich Pump LLC (2290) and Murray Boiler LLC (0679). The Debtors' address is 800-E Beaty Street, Davidson, North Carolina 28036.

² To the extent that another entity is responsible for managing or otherwise processing claims for the Verus Trusts (as defined herein), including, without limitation, Verus, LLC, the term "Verus" shall include such entity.

Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020 (collectively, the "Claimants").

Preliminary Statement

The Debtors' goal in these cases is to establish a trust under section 524(g) of the Bankruptcy Code to fairly and efficiently resolve present and future asbestos claims against them. To date, the Debtors have made substantial progress towards that goal, having reached a settlement with the Future Claimants' Representative (the "FCR")—the fiduciary representative for the largest claimant constituency in these cases—on a plan and section 524(g) trust funded in the amount of \$545 million. If approved, both present and future claimants will have access to a streamlined process for equitable compensation without further delay.

To achieve this result and, in the absence of agreement with the Official Committee of Asbestos Personal Injury Claimants (the "ACC"), the Debtors sought and obtained Court approval of a process to estimate their asbestos liabilities, which will inform the merits of the settlement reached and the plan proposed by the Debtors and the FCR. Although no order has yet been entered, the Court approved an estimation process. To arrive at a reasonable estimate of the Debtors' liabilities, however, the parties will require certain information beyond that available in the Debtors' claims database. Some of that information will be provided by the bar date and personal injury questionnaire process already approved by the Court. But that information, in and of itself, will not be sufficient, as it provides little to no information on claimants with respect to the Debtors' settlement history.

Based on positions taken in other asbestos bankruptcies, the Debtors expect that the ACC will argue that historical settlements are an accurate and appropriate guide to measure the Debtors' liability for current and future claims. Judge Hodges explicitly rejected that position in

In re Garlock Sealing Techs., LLC, 504 B.R. 71 (Bankr. W.D.N.C. 2014), where he found that Garlock's "settlement history data [did] not accurately reflect fair settlements because exposure evidence was withheld." Id. at 94. As further described in the Informational Brief (as defined below) filed at the outset of these cases, the Debtors were involved in some of the same cases where Judge Hodges found that the settlement history was tainted due to claimants' failure to disclose alternative asbestos exposures.

At present, essentially the only trust information available to the Debtors derives from the public record of the Garlock estimation proceeding, which only includes trust claim information from a limited number of trusts for claims asserted against Garlock more than ten years ago. While, from this limited information, the Debtors have identified instances where they were co-defendants with Garlock and claimants failed to disclose alternate exposures during their tort cases, the Garlock data provides no information in regard to the extent to which claimants' lack of disclosure continued in the decade (or more) that post-dates the Garlock data.

Through this Motion, the Debtors seek authority to conduct limited discovery to both properly assess the usefulness of the Debtors' settlement history in valuing their asbestos liabilities and to inform the Debtors and their experts as to the full breadth of claims made by claimants with whom the Debtors settled in the tort system. The Debtors seek discrete data from asbestos trusts established to pay the liabilities of the historically prominent defendants in asbestos litigation. Similarly, the Debtors seek substantially the same data from Paddock,³ as

³ Paddock is the successor-by-merger to Owens-Illinois, Inc., and, prior to filing for bankruptcy in 2020, was subject to claims alleging exposure to asbestos contained in products manufactured under the "Kaylo" brand. See *Declaration of David J. Gordon, President and Chief Restructuring Officer of the Debtor, in Support of Chapter 11 Petition and First Day Pleadings, In re Paddock Enterprises, LLC*, No. 20-10028 (Bankr. D. Del. Jan. 6, 2020) [Dkt. 2] (the "Gordon Decl."), ¶ 7 (attached as Exhibit B). For purposes of this Motion, where appropriate, the term "Paddock" may refer to Paddock and/or its predecessor, Owens-Illinois, Inc.

Paddock resolved asbestos claims largely outside of the tort system, much like a bankruptcy trust.⁴ The data requests, themselves, are narrowly tailored to identify whether and the extent to which claimants settled with the Debtors without disclosing claims against and recoveries (actual or potential) from the Trusts or Paddock. This information is not only important to an estimate of the Debtors' asbestos liability, it is relevant to other purposes in these cases, including potential estimates of other recoveries received by creditors and the formulation and assessment of trust distribution procedures established to compensate claimants.

The Debtors have specifically tailored their request to be consistent with relief recently granted by this Court in DBMP. Indeed, the Debtors seek the same type of data from the Producing Parties, subject to the same anonymization, notice, and confidentiality requirements and the strict access and use restrictions approved in that case. The Debtors do seek data from a few additional sources than those identified in DBMP, but this is a function of the nature of the Debtors' products and is directly supported by the benefits that will be derived in these cases from access to that additional information.

For the forgoing reasons and others set forth herein, the requested discovery is necessary and appropriate and should be approved.

Jurisdiction

1. This Court has subject matter jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

⁴ See id. at ¶ 10.

Background

2. On June 18, 2020, the Debtors commenced their reorganization cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors' chapter 11 cases have been consolidated for procedural purposes only and are being administered jointly.

3. A comprehensive description of the Debtors, their history, their assets and liabilities, and the events leading to the commencement of these cases can be found in the *Declaration of Ray Pittard in Support of First Day Pleadings* [Dkt. 27] and the *Declaration of Allan Tananbaum in Support of Debtors' Complaint for Injunctive and Declaratory Relief, Related Motions, and the Chapter 11 Cases* [Dkt. 29] (the "Tananbaum Declaration"), which declarations were filed on the petition date. On the petition date, the Debtors also filed the *Informational Brief of Aldrich Pump LLC and Murray Boiler LLC* [Dkt. 5] (the "Informational Brief") to provide additional information about their asbestos litigation, related costs, and plans to address these matters in these chapter 11 cases.

4. On December 14, 2020, the Debtors and the FCR filed a joint motion to (a) establish a bar date for certain asbestos personal injury claims asserted against either Debtor or its predecessors prior to the petition date and (b) approve a personal injury questionnaire to be submitted by those claimants who file a proof of claim [Dkt. 471].

5. On September 24, 2021, after several months of negotiations, the Debtors, their non-debtor affiliates Trane Technologies Company LLC and Trane U.S. Inc., and the FCR reached agreement on a Settlement Term Sheet and *Joint Plan of Reorganization of Aldrich Pump LLC and Murray Boiler LLC* [Dkt. 832]. The proposed plan contemplates the establishment of a trust to resolve current and future asbestos claims that would be funded by an

"Initial Cash Funding" of \$540 million and a \$5 million promissory note. See Settlement Term Sheet at 2-6.

6. Also on September 24, 2021, the Debtors filed a motion [Dkt. 833], seeking a limited estimation proceeding with respect to certain asbestos-related claims based on disease manifesting before the petition date.

7. At a hearing held on January 27, 2022, the Court issued rulings: (a) to establish a bar date for mesothelioma claims asserted prior to the petition date; (b) requiring claimants who file a proof of claim on account of such claims to complete a personal injury questionnaire; and (c) approving a proceeding to estimate the Debtors' aggregate liability for current and future asbestos-related claims.

8. On April 4, 2022, the Court entered the *Order (I) Establishing a Bar Date for Certain Known Mesothelioma Claims, (II) Approving Proof of Claim Form, (III) Approving Notice to Claimants, and (IV) Granting Related Relief* [Dkt. 1093]. The Debtors, the ACC, and the FCR continue to negotiate forms of orders with respect to approval of the personal injury questionnaire and the estimation proceeding and, ultimately, will need to negotiate a case management order for the estimation proceeding. Accordingly, as of the date hereof, the Court has not entered orders granting relief with respect to such matters.

The Debtors' Experience in the Tort System Prior to These Chapter 11 Cases⁵

9. As explained in greater detail in the Debtors' first day filings, the Debtors never mined or used asbestos to manufacture products. Informational Br. at 1. Rather, the Debtors made industrial equipment that, in some instances, incorporated certain asbestos-containing

⁵ When discussing historical matters preceding the 2020 corporate restructuring that formed Aldrich and Murray, the terms "Aldrich," "Murray," and "the Debtors" refer to the Debtors herein and their historical predecessors.

components manufactured and designed by third parties. Id. Asbestos-related claims brought against Aldrich typically related to alleged exposure to asbestos from sealing products (*i.e.*, gaskets and some packing) incorporated into Aldrich pumps and compressors. Id. at 1, 9. Generally, the asbestos used in such sealing product components was the chrysotile form of asbestos—a form of asbestos widely recognized as far less likely than other forms of asbestos (such as amphibole asbestos) to cause mesothelioma—and was encapsulated, which significantly reduced potential exposure to the asbestos fibers. Id. at 2-3, 9-10, 14-16. Aldrich largely eliminated the use of asbestos-containing components by the mid-1980s. Id. at 11.

10. Asbestos-related claims brought against Murray typically related to climate control, or HVAC equipment, and some boiler equipment. Id. at 3, 11-12. As with Aldrich, these claims largely concerned gaskets incorporated into Murray equipment. Id. In addition, a limited number of claims were asserted against Murray on account of boilers manufactured in the 1950s and earlier, which were jacketed externally with asbestos-containing products. Id. at 3, 12. Murray also largely eliminated asbestos-containing components from Murray equipment by the mid-1980s. Id.

11. The Debtors were served with their first asbestos complaints in the 1980s. Id. at 17. Until the early 2000s, the Debtors were not material asbestos defendants. Id. Together, Aldrich and Murray paid less than \$4 million to settle mesothelioma claims in the tort system from the mid-1980s through 2000. Id. at 4, 18. The primary payors of mesothelioma claims were instead the miners, sellers, and manufacturers of asbestos and asbestos-containing products, particularly the "big dusty" thermal insulation manufacturers, who, collectively, were paying hundreds of millions—if not billions—of dollars annually to resolve mesothelioma and other asbestos claims in the tort system. Id. at 4, 17-18. As these "big dusty" targets for asbestos

plaintiffs filed for bankruptcy protection and exited the tort system primarily in the early 2000s (the so-called "Bankruptcy Wave"), the Debtors experienced an immediate and permanent spike in their defense and indemnity costs. Id. at 18-20. Mesothelioma claims were by far the largest driver of these increased costs. Id. at 19. Over the four years before the petition date, the Debtors annually were paying to resolve mesothelioma claims 15 times what they paid to resolve such claims during the entire 15-year period prior to the Bankruptcy Wave. Id. at 20.

12. By the late 2000s, over 2,500 mesothelioma claims were being asserted against the Debtors annually. Id. at 5, 19. In 2019, Aldrich was pursued in roughly 80% and Murray was pursued in almost 60% of all mesothelioma claims estimated to have been brought in the tort system in the United States. Id. at 19. Given the nature of the Debtors' products and the thousands of other asbestos-containing products that were in the market, this extensive naming of the Debtors in mesothelioma claims is unsupportable. Id. at 5-7, 19, 32. The Debtors' records currently reflect in excess of 65,000⁶ asbestos-related claims as pending against them.

13. The Debtors believe that the explosion of the asbestos litigation against them was attributable, in substantial part, to the absence in the tort system of alternative defendants much more likely to have caused plaintiffs' diseases,⁷ and litigation practices that had evolved as a result of the absence of those defendants. See id. at 17-20. These litigation practices included,

⁶ On the petition date, the Debtors' records reflected a total of approximately 100,000 claims pending against them on various dockets in courts across the country. See Tananbaum Decl. ¶¶ 20, 42; Informational Br. at 3. Since that time, however, the Debtors have updated their claims database to reflect a large number of prepetition dismissals that were not yet posted in the Debtors' claims database at the time of the petition date. On April 4, 2022, the Debtors amended their schedules of assets and liabilities and statements of financial affairs to, among other things, reflect these changes in the Debtors' claims database. See Murray Dkts. 60 and 61; Aldrich Dkts. 1096 and 1097.

⁷ Plaintiffs asserting exposure to the Debtors' products on U.S. Navy ships, in industrial facilities, or in other commercial buildings were almost certainly exposed to a variety of alternative asbestos products. Informational Br. at 17. In light of the low potency of chrysotile and the minimal exposure risk attributable to gaskets and packing, it is much more likely that exposure to other potent, friable asbestos products was the cause of mesothelioma or other asbestos-related disease. Id.

among other things, the naming of the Debtors as defendants without a sufficient basis to do so and—of particular relevance to this Motion—a lack of transparency and disclosure of claimants' exposure to asbestos products of companies not participating in the tort system litigation. *Id.* at 20. The Debtors provide examples in the Informational Brief of cases where the Debtors have been subject to such practices. *See id.* at 20-29.

Relief Requested

14. By this Motion, the Debtors seek the entry of an order, substantially in the form attached hereto as Exhibit A (the "Proposed Order"), authorizing the Debtors to issue subpoenas on the Producing Parties requesting the information described below with respect to the approximately 12,000⁸ Claimants.

15. The Debtors seek the following categories of information from the Trusts:

- a. Claimant's law firm (with email and address of contact person);
- b. Date claim filed against Trust;
- c. Date claim approved by Trust, if approved;
- d. Date claim paid by Trust, if paid;
- e. If not approved or paid, status of claim; and
- f. All exposure-related fields, including:
 - i. Date(s) exposure(s) began;
 - ii. Date(s) exposure(s) ended;
 - iii. Manner of exposure;
 - iv. Occupation and industry when exposed; and
 - v. Products to which exposed.

16. In addition to the Manville Trust, the Debtors seek authority to issue the subpoenas seeking the information described above from DCPF and Verus with respect to the DCPF Trusts and Verus Trusts listed below.⁹

⁸ Because Owens-Illinois, Inc. stopped manufacturing asbestos-containing products in 1958, data for only a subset of the approximately 12,000 Claimants will be needed from Paddock, as many of the Claimants were unlikely to be exposed to asbestos prior to 1958.

⁹ By this Motion, the Debtors also seek authority to issue subpoenas directly to the Trusts themselves, in the event DCPF or Verus asserts that such subpoenas are necessary to secure production. The Debtors reserve

- a. DCPF Trusts:
 - i. Armstrong World Industries Asbestos Personal Injury Settlement Trust
 - ii. Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
 - iii. Celotex Asbestos Settlement Trust
 - iv. DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds)
 - v. Federal Mogul U.S. Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferodo)
 - vi. Flintkote Asbestos Trust
 - vii. Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds)
 - viii. Pittsburgh Corning Corporation Asbestos PI Trust
 - ix. United States Gypsum Asbestos Personal Injury Settlement Trust
 - x. WRG Asbestos PI Trust

- b. Verus Trusts:
 - i. ACandS Asbestos Settlement Trust
 - ii. Combustion Engineering 524(g) Asbestos PI Trust
 - iii. G-I Holdings Inc. Asbestos Personal Injury Settlement Trust
 - iv. GST Settlement Facility
 - v. Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust
 - vi. Quigley Company, Inc. Asbestos PI Trust
 - vii. T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust
 - viii. Yarway Asbestos Personal Injury Trust

17. The Debtors seek essentially the same information from Paddock:

- a. Claimant's law firm (with email and address of contact person);
- b. Date claim filed or otherwise asserted;
- c. Jurisdiction and state of filing (if applicable);
- d. Status of claim (e.g., settled, dismissed, plaintiff verdict, defense verdict, settled pending payment, open, etc.);
- e. Date claim resolved, if resolved;
- f. Date claim paid, if paid; and
- g. All exposure-related fields, including:
 - i. Date(s) exposure(s) began;

all rights to seek further discovery from other claims processing facilities, trusts, and other parties to the extent it becomes necessary and relevant in these cases.

- ii. Date(s) exposure(s) ended;
- iii. Manner of exposure;
- iv. Occupation and industry when exposed; and
- v. Products to which exposed.

18. The production of the data will be subject to the anonymization, notice, and confidentiality requirements, and strict access and use restrictions, set forth in the Proposed Order—substantially identical to those approved by the Court in DBMP.

Argument

A. The Requested Discovery Is Relevant to Estimation of the Debtors' Asbestos Liabilities and Effectuation of a Successful Plan and Is Appropriate and Necessary Under the Circumstances.

The Nature of the Discovery Sought is Relevant and Appropriate

19. The process of valuing the Debtors' present and future asbestos liabilities will be the cornerstone of these cases. And, whether in an estimation proceeding or confirming a plan, the Debtors will need to demonstrate to their constituencies and to this Court why the values proposed to fund a trust and compensate creditors are credible.

20. Based on arguments made in prior cases by similar constituencies, the Debtors anticipate asbestos claimants' representatives and experts to argue that the Debtors' settlement history is the only appropriate metric for estimating their present and future liabilities. The Debtors, however, contend that their prepetition settlement history is an improper basis upon which to estimate their aggregate liability for present and future asbestos claims.¹⁰ This is exactly the conclusion reached by the court in Garlock. Indeed, the Garlock court found that

¹⁰ See S. Elizabeth Gibson, Fed. Judicial Ctr., Judicial Management of Mass Tort Bankruptcy Cases at 97 (2005) (noting that if past settlements are proffered at estimation, debtor "should have the opportunity prior to a judicial estimation to establish the invalidity of past settlement values as a basis for valuing present and future claims"). Any attempt to equate settlements with expected liability also would violate the prohibition in Federal Rule of Evidence 408 on using settlements to "prove or disprove the validity or amount of a disputed claim."

"[t]he withholding of exposure evidence by plaintiffs and their lawyers was significant and had the effect of unfairly inflating the recoveries against Garlock" In re Garlock Sealing Techs. LLC, 504 B.R. 71, 86 (Bankr. W.D.N.C. 2014). The court further determined that "the practice was sufficiently widespread to render Garlock's settlements unreliable as a predictor of its true liability." Id. at 87. As a consequence of these and other factors, rather than value Garlock's present and future liabilities based upon past settlements, the court concluded that "[t]he best evidence of Garlock's aggregate responsibility [was] the projection of its legal liability that takes into consideration causation, limited exposure and the contribution of exposures to other products." Id. at 73.

21. In reaching its conclusions, the Garlock court relied heavily on information obtained from section 524(g) trusts. The Court determined that the claimants' failure to disclose exposure evidence impacted the debtor's historical claims resolutions, and that lack of disclosure is a material consideration when one is evaluating whether a debtor's settlement history could provide a reliable basis upon which to estimate that debtor's asbestos liability.

22. In Garlock, the court ordered certain trusts and trust sub-funds then handled by DCPF to produce data concerning claims made by approximately 11,000 mesothelioma claimants who had settled with Garlock between 1999 and 2010. See Order Granting in Part and Overruling in Part Objections to Subpoena by Delaware Claims Processing Facility, LLC and Associated Trusts, Establishing Claimant Objection Procedures, and Governing the Confidentiality of Information Provided in Response to the Subpoena, In re Garlock Sealing Techs. LLC, No. 10-31607 (Bankr. W.D.N.C. Aug. 7, 2012) [Dkt. 2430] (attached as Exhibit C). The court ultimately relied on the data obtained through the trust discovery in finding the "startling pattern of misrepresentation" in cases Garlock had resolved before its petition. In re

Garlock Sealing Techs., 504 B.R. at 86. In part for this reason, the court rejected the claimant experts' reliance on Garlock's past settlements, concluding that the "settlement history data does not accurately reflect fair settlements because exposure evidence was withheld." Id. at 94.

These findings were not based solely on evidence from 15 of Garlock's most significant cases where the court granted wide-ranging discovery, which revealed that "exposure evidence was withheld in *each and every one of them.*" Id. at 84 (emphasis in original). The court also used the data from the trust discovery to find that, in hundreds of Garlock's cases, "the plaintiff's discovery responses conflicted with one of the Trust claim processing facilities or balloting in bankruptcy cases." Id. at 85-86. Based on this and other evidence, the court concluded "[i]t appears certain that more extensive discovery would show more extensive abuse." Id. at 86.

23. More recently in this jurisdiction, Judge Beyer in Bestwall and this Court in DBMP also have approved requests for trust discovery in those cases. See Order Granting Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response, In re DBMP LLC, No. 20-30080 (Bankr. W.D.N.C. Feb. 17, 2022) [Dkt. 1340] (the "DBMP Order") (attached as Exhibit D); Order Granting Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response, In re Bestwall LLC, No. 17-31795 (Bankr. W.D.N.C. Mar. 24, 2021) [Dkt. 1672] (attached as Exhibit E). Judge Beyer ordered trust discovery after finding that the trust data were relevant to various purposes in the case, including "the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the debtor's asbestos liability," and "Dr. Bates' estimation of the debtor's liability." Transcript of Mar. 4, 2021 Hearing at 13, In re Bestwall LLC, No. 17-31795 (Bankr. W.D.N.C.) [Dkt. 1647] (excerpts attached as Exhibit F). Likewise, Judge Beyer

found that the trust data "will assist the debtor in developing its trust distribution procedures and evaluating those procedures proposed by the ACC and the FCR in their plan." Id.

24. In its ruling approving trust discovery in DBMP, this Court concluded, "I think it's relevant. Other courts have found that. . . . I think we've got information that is necessary and relevant to an estimation here." Transcript of Dec. 16, 2021 Hearing at 133, In re DBMP LLC, No. 20-30080 (Bankr. W.D.N.C.) [Dkt. 1260] (excerpts attached as Exhibit G).¹¹ The Court expressly noted that "the fact that Judge Hodges relied on this heavily in his estimation decision, I think, accentuates both the relevance and the need for the information." Id. at 134. And, the DBMP Order specifically provides that the requested discovery seeks evidence that is "relevant and necessary" not only to estimation of the debtor's liability, but also to the effectuation of a plan:

The subpoenas seek evidence that is relevant and necessary to specific purposes in connection with a potential estimation of the Debtor's liability for mesothelioma claims and the negotiation, formulation, and confirmation of a plan of reorganization in this case, specifically: the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the Debtor's asbestos liability; the estimation of the Debtor's asbestos liability; and the development and evaluation of trust distribution procedures in any plan of reorganization

DBMP Order, ¶ 3.

¹¹ The Court further adopted Judge Beyer's ruling in Bestwall, subject to modifications to address certain privacy and similar concerns in response to rulings made by the District Court for the District of Delaware in connection with efforts to quash or modify the Bestwall trust discovery in that court:

I agree with Bestwall on this, as modified. I think we've got to bear in mind what Judge Connolly has done. So I'm inclined to grant this motion without the PII, effectively allowing the proposed keying with the, the relevant [information] so that it can be matched up when it comes back to the debtor, but anonymized when it's produced. . . . Basically, I'm adopting Judge Beyer's original ruling, but modified for the requirements that the district court has. . . . [E]ffectively, on the things other than the technical issues I'm foursquare with Judge Beyer on this.

Id. at 133-34.

25. The information requested is plainly relevant and necessary in these cases for the same reasons as in Bestwall and DBMP. These cases are moving towards an estimation hearing that will require the Court to determine whether the Debtors' prepetition settlements provide a reliable basis for estimating their aggregate liability. And, the Debtors have filed a plan for which trust distribution procedures must be formulated. Ultimately, any plan and trust distribution procedures must be approved by the Debtors' constituencies and the Court. The information that will be obtained through the requested discovery will be material to each of these efforts.

26. The "relevance and the need for the information" found by the Court in DBMP in light of the Garlock ruling is even more applicable in these cases given the significant overlap between the Debtors' asbestos litigation history and Garlock's. The majority of asbestos claims against the Debtors concern products (i.e., gaskets) similar to those at issue in Garlock—indeed, Garlock was a substantial supplier of gaskets to the Debtors. See Informational Br. at 25-26. In fact, over three quarters of the mesothelioma claims filed against the Debtors in the decade prior to Garlock's petition date also were filed against Garlock. Id. at 22. And, 90% of the dollars associated with mesothelioma claims resolved by the Debtors during that same time period relate to claims that also were filed against Garlock. Moreover, as described in detail in the Informational Brief, based on the public record of the Garlock estimation proceeding, the Debtors already have identified examples where claimants failed to disclose to either Garlock or the Debtors alternative exposures during their tort cases. See id. at 23-29.

The Additional Sources of Information Beyond Those Requested in DBMP Are Appropriate as to These Debtors

Verus Trusts

27. The trust established in Garlock (the GST Settlement Facility) is managed by Verus. Verus also serves as the claims processing facility for a number of other large asbestos bankruptcy trusts, many of which have a history of substantial claiming and products, like the Debtors, used in industrial and commercial settings. For reasons specific to these Debtors, the Debtors seek the relevant data from the GST Settlement Facility and seven other of the 20 asbestos bankruptcy trusts whose claims are processed by Verus.

28. From the beginning of these cases, the Court has been informed of the similarities between the asbestos exposures alleged as to Aldrich and Murray and the products at issue in Garlock. Given those similarities, data from the GST Settlement Facility is particularly relevant to estimation of the Debtors' liabilities. Likewise, this information will be of tremendous use in regard to confirmation of any plan and associated trust distribution procedures. In light of the heightened relevance of Garlock-related data to these cases, the Debtors are requesting discovery of the same data from the GST Settlement Facility that they are seeking from the Manville Trust and the DCPF Trusts

29. In addition to the GST Settlement Facility, Verus serves as the claims processing facility for 19 other asbestos-related trusts. Although all of these trusts would have data relevant to these proceedings, there are at least seven such trusts that have substantial assets (and, hence, likely substantial claiming) and represent companies whose products, like the Debtors', were used primarily in industrial settings. As a result, there is a highly likely overlap of claiming with the Debtors. Further, the discovery of information from these seven Verus Trusts would provide much greater breadth in terms of the overall claiming patterns found so relevant in Garlock.

30. There are over 70 active asbestos bankruptcy trusts. Only 30 of those 70+ active trusts have received over \$300 million in total assets. The DCPF Trusts and the Manville Trust represent only 11 out of those 30. With the addition of the GST Settlement Facility and the seven other Verus Trusts requested here, the parties and the Court will benefit from trust claims data from 19 out of the 30 currently active trusts with more than \$300 million in assets. In sum, although the parties and the Court will only be provided with information from less than 30% of the active trusts, the requested discovery will capture over 60% of the active trusts with a substantial asset history. Collectively, the Manville Trust, the DCPF Trusts, and the Verus Trusts process claims for most of the prominent asbestos defendants whose liabilities derive—like the Debtors—predominantly from industrial settings. Discovery from this subset of the many asbestos trusts in operation will produce a more broad-based, comprehensive, sampling of key trust claim information that will lead to a more precise analysis of the Debtors' settlement history and, thus, a more reliable estimate of the Debtors' present and future liabilities.

Paddock

31. Likewise, the Debtors seek substantially the same data from Paddock, which is relevant in these cases for the same reasons that trust claims data is relevant. Paddock is the successor-by-merger to Owens-Illinois, Inc. See Gordon Decl., ¶ 7. Prior to filing for bankruptcy in 2020, Paddock was subject to claims alleging personal injuries and death from exposure to asbestos contained in products manufactured under the "Kaylo" brand between 1948 and 1958. Id. These were primarily pipe covering and block insulation products, which contained either chrysotile or amosite asbestos fibers, depending on the year of manufacture. Id. Paddock historically resolved claims outside of the tort system, much like an asbestos trust. Id. at ¶ 10 ("In contrast to many other companies' pure litigation approach, however, most Asbestos

Claims are presented to the Debtor through a variety of administrative claims-handling agreements"). Because Paddock generally was not named in tort litigation, the Debtors have little, if any, visibility into whether claimants claimed exposure to Kaylo products and recovered on those claims from Paddock. This information is plainly relevant to any analysis of the Debtors' past settlements given that, prior to its recent bankruptcy, Paddock was "one of the only remaining solvent 'amosite' defendants." *Id.* Indeed, because of the relevance of this information, Bestwall recently issued a subpoena seeking similar information from Paddock.

B. The Requested Discovery Will Pose Minimal Burden and Will Protect Claimant Privacy.

32. As with the DBMP Order, the Debtors have limited their requests to information directly relevant to evaluating the extent to which claimants alleged, and sought recovery for, alternative asbestos exposures separately from their tort cases. These requests are designed to impose minimal burden on the Producing Parties. All of the information requested is maintained by these parties in database form and can be retrieved and produced using electronic searches, with minimal expense. As with virtually all sophisticated databases, the Producing Parties can access software that will quickly and easily compile the requested data fields after being provided with a list of claimants. The Debtors have further limited any burden on the Producing Parties by requesting data solely for claimants for whom the Debtors already have Social Security numbers. This will permit a simple matching protocol and will minimize the risk of false positive matches. In addition, as in DBMP, the Debtors' retained expert, Bates White, LLC ("Bates White"), will be charged with creating the "Matching Key" for the anonymization process further described below. And, the Debtors will reimburse reasonable costs associated with complying with the subpoenas, which the Debtors anticipate will be minimal.

33. Producing information of this nature creates minimal burden. For example, in Garlock, data requested from certain trusts and trust sub-funds then handled by DCPF was produced less than a month after the Court's order overruling certain objections was entered.¹² Similarly, during discovery relating to plan confirmation and estimation of non-mesothelioma claims, the Garlock court ordered the Manville Trust to produce asbestos exposure and medical data fields, as well as copies of certain medical and exposure records submitted to the Manville Trust, pertaining to over 90,000 Garlock non-mesothelioma claimants, a little more than a month after the order on that discovery was entered. *See Order Granting in Part and Denying in Part Debtors' Motion for Leave to Serve Subpoena on Manville Trust*, ¶ 5, In re Garlock Sealing Techs. LLC, No. 10-31607 (Bankr. W.D.N.C. July 24, 2015) [Dkt. 4721] (attached as Exhibit I).

34. Moreover, the Proposed Order includes robust protections governing production of all requested data. These include the same anonymization, notice, and confidentiality requirements approved in DBMP. As a result of the anonymization protocol, including use of a numerical "Claimant Pseudonym" that Bates White will generate and assign to each claimant preproduction, no claimant identifying information (e.g., names, Social Security numbers, dates of birth) will be subject to production. The only claimant data that will be produced are the fields relevant to the Debtors' analysis (such as the dates of the claims, whether or not they were compensated, and available exposure information). This data will not be able to be tied to any individual absent access to the "Matching Key" created by Bates White. The Proposed Order further includes stringent confidentiality, access, and use restrictions for the data, including prohibitions on introducing claimant-specific data in the public record absent court order, and a requirement that the produced data be destroyed promptly after the bankruptcy case ends. And,

¹² Compare Exhibit F with GST-1601, Letter from Stephen M. Juris to Garland S. Cassada dated Sept. 5, 2012 (attached as Exhibit H).

the Proposed Order provides that only claimants who receive notice will have their data subject to production and data relating to *pro se* claimants will be excluded from production.

35. For all of the foregoing reasons, the requested discovery is properly tailored to the needs of these cases. The relevance of the requested information and the Debtors' need for it far outweigh any burden that may be imposed on the Producing Parties. In light of the central role that estimating the Debtors' present and future liabilities will play, and the importance of ensuring that any estimate is reasonable and reliable for the benefit of present and future claimants, the Debtors respectfully request that the Court grant the relief sought herein.

Notice

36. Notice of this Motion has been provided to: (a) the Office of the United States Bankruptcy Administrator for the Western District of North Carolina; (b) counsel to the ACC; (c) counsel to the FCR; (d) counsel to the Debtors' non-debtor affiliates, Trane Technologies Company LLC and Trane U.S. Inc.; (e) DCPF and counsel to DCPF, as reflected in public filings; (f) Verus Claims Services, LLC; (g) Verus, LLC and counsel to Verus, LLC, as reflected in public filings; (h) Paddock and counsel to Paddock; (i) the Trusts; (j) the registered agents for the Trusts, where available; (k) counsel to the Trusts, as reflected in public filings or other public sources, where available; (l) counsel of record for all known claimants who have asserted asbestos-related personal injury claims against the Debtors, as reflected in their schedules of assets and liabilities and statements of financial affairs; and (m) the other parties on the Service List established by the *Order Establishing Certain Notice, Case Management, and Administrative Procedures* [Dkt. 123]. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be provided.

No Prior Request

37. No prior request for the relief sought herein has been made to this Court or any other court.

WHEREFORE, the Debtors respectfully request that the Court: (a) enter the Proposed Order granting the relief requested herein; and (b) grant such other and further relief to the Debtors as the Court may deem just and proper.

Dated: April 7, 2022
Charlotte, North Carolina

C. Michael Evert, Jr.
EVERT WEATHERSBY HOUFF
3455 Peachtree Road NE, Suite 1550
Atlanta, Georgia 30326
Telephone: (678) 651-1200
Facsimile: (678) 651-1201
E-mail: cmevert@ewhlaw.com
(Admitted *pro hac vice*)

SPECIAL ASBESTOS LITIGATION
COUNSEL FOR DEBTORS AND
DEBTORS IN POSSESSION

Respectfully submitted,

/s/ John R. Miller, Jr.
C. Richard Rayburn, Jr. (NC 6357)
John R. Miller, Jr. (NC 28689)
RAYBURN COOPER & DURHAM, P.A.
227 West Trade Street, Suite 1200
Charlotte, North Carolina 28202
Telephone: (704) 334-0891
Facsimile: (704) 377-1897
E-mail: rrayburn@rcdlaw.net
jmiller@rcdlaw.net

-and-

Brad B. Erens (IL Bar No. 06206864)
Mark A. Cody (IL Bar No. 6236871)
Caitlin K. Cahow (IL Bar No. 6317676)
JONES DAY
77 West Wacker
Chicago, Illinois 60601
Telephone: (312) 782-3939
Facsimile: (312) 782-8585
E-mail: bberens@jonesday.com
macody@jonesday.com
ccahow@jonesday.com
(Admitted *pro hac vice*)

-and-

Gregory M. Gordon (TX Bar No. 08435300)
JONES DAY
2727 N. Harwood Street
Dallas, Texas 75201
Telephone: (214) 220-3939
Facsimile: (214) 969-5100
E-mail: gmgordon@jonesday.com
(Admitted *pro hac vice*)

ATTORNEYS FOR DEBTORS AND
DEBTORS IN POSSESSION

EXHIBIT K

FILED & JUDGMENT ENTERED
Steven T. Salata

July 1 2022

Clerk, U.S. Bankruptcy Court
Western District of North Carolina



J. Craig Whitley
J. Craig Whitley
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION**

In re : Chapter 11
ALDRICH PUMP LLC, *et al.*,¹ : Case No. 20-30608 (JCW)
Debtors. : (Jointly Administered)
_____ :

**ORDER GRANTING MOTION OF THE DEBTORS
FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

This matter coming before the Court pursuant to the *Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* [Dkt. 1111] (the “Motion”),² filed by Aldrich Pump LLC (“Aldrich”) and Murray Boiler LLC (“Murray”), as debtors and debtors-in-possession in the above-captioned cases (together, the “Debtors”). Based upon a review of the Motion, the objections to the Motion filed by Paddock [Dkt. 1161] and the ACC [Dkt. 1162], the reply in support of the Motion filed by the

¹ The Debtors are the following entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): Aldrich Pump LLC (2290) and Murray Boiler LLC (0679). The Debtors’ address is 800-E Beaty Street, Davidson, North Carolina 28036.

² Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

Debtors [Dkt. 1182], the evidence presented, and the arguments of counsel at the hearing on this matter held on May 26, 2022 (the “May 26 Hearing”), the Court finds good cause for the relief granted herein and hereby ORDERS, ADJUDGES, AND DECREES as follows:

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Adequate notice of the Motion was given and it appears that no other notice need be given (except as set forth herein).

2. For the reasons stated on the record at the May 26 Hearing, which are incorporated herein by reference, the Motion is GRANTED on the terms and conditions set forth herein. All objections to the relief granted herein are OVERRULED, except to the extent stated by the Court on the record at the May 26 Hearing.

3. Upon entry of this Order, the Debtors are authorized to issue and serve subpoenas requesting the data described in paragraph 10 below on:

- a. the Manville Personal Injury Settlement Trust (“Manville Trust”);
- b. the Delaware Claims Processing Facility (“DCPF”) with respect to the following asbestos personal injury trusts whose claims are handled by DCPF (the “DCPF Trusts”):³
 - (i) Armstrong World Industries Asbestos Personal Injury Settlement Trust;
 - (ii) Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust;
 - (iii) Celotex Asbestos Settlement Trust;
 - (iv) DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds);

³ The Debtors also may subpoena the DCPF Trusts to effectuate this Order.

4. On or after June 30, 2022, the Debtors are authorized to issue and serve a subpoena requesting the data described in paragraph 11 below on Paddock Enterprises, LLC (“Paddock”).

5. The subpoenas seek evidence that is relevant and necessary to specific purposes in connection with the estimation of the Debtors’ liability for current and future asbestos-related claims and the negotiation, formulation, and confirmation of a plan of reorganization in these cases, specifically: the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the Debtors’ asbestos liability; the estimation of the Debtors’ asbestos liability; and the development and evaluation of trust distribution procedures for any plan of reorganization confirmed in these cases (collectively, such purposes, the “Permitted Purposes”).

6. Bates White, in its capacity as a Retained Expert (as defined herein) for the Debtors, shall create a “Matching Key”, which shall be a list (in electronic, text searchable format) of last names and Social Security numbers (“SSNs”), in separate fields, for claimants who asserted mesothelioma claims against the Debtors, Aldrich’s predecessor, the former Trane Technologies Company LLC, successor by merger to Ingersoll-Rand Company (a former New Jersey Corporation) (“Old IRNJ”), or Murray’s predecessor, the former Trane U.S. Inc. (“Old Trane”) that were resolved by settlement or verdict and for whom the Debtors possess SSNs, as well as the corresponding last names and SSNs of any injured party if different from the claimant (the “Claimants”), as well as a unique numerical pseudonym (the “Claimant Pseudonym”) assigned by Bates White and corresponding to each Claimant. On the same day the Debtors effect service of a subpoena authorized by this order (as applicable, the “Service Date”), Bates White shall provide the Matching Key to the Manville Trust, DCPF, Verus, and Paddock (each,

individually, a “Producing Party” and, collectively, the “Producing Parties”), as applicable. On the earliest Service Date following entry of this Order, Bates White shall also provide the Matching Key to Legal Analysis Systems, Inc. (“LAS”), and Ankura Consulting Group, LLC (“Ankura”), each in its capacity as a Retained Expert (as defined herein) for the ACC, and the FCR, respectively.

7. On or before the twenty-first (21st) day following the applicable Service Date,⁶ DCPF, the Manville Trust, and Verus shall identify the claimants in the Trusts’ databases, and Paddock shall identify the claimants in any claims database within Paddock’s possession, custody, or control whose purpose is or was to track asbestos personal injury claims asserted against Paddock or Owens-Illinois, Inc. (the “Paddock Database”), whose injured party datafields or related claimant datafields match any (a) nine-digit SSN and (b) last name associated with a Claimant and who did not file their Trust claims *pro se* or, in the case of Paddock, who are listed in the Paddock Database as having a claim that was not asserted *pro se* (the “Matching Claimants”). In performing this match, the Producing Parties shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.) but that may be contained in a last-name field, and shall also close spaces between parts of a name (e.g., “Van” or “De”) as necessary to ensure the most comprehensive initial match.

8. On or before the twenty-first (21st) day following the applicable Service Date, the Producing Parties shall also provide to counsel for the Debtors a list of the first and last names and SSNs of claimants in the Trusts’ databases or, in the case of Paddock, in the Paddock

⁶ If any deadline set forth in this Order falls on a Saturday, Sunday, or legal holiday, then such deadline shall be extended to the next day that is not a weekend or legal holiday.

Database, who match the nine-digit SSN of any Claimant but who (a) filed their Trust claims *pro se* or, in the case of Paddock, who appear in the Paddock Database as having asserted a claim *pro se*, (and identify such claimants on the list) or (b) in the view of the Producing Party do not match the last name associated with the Claimant (the “Meet and Confer List”). The Meet and Confer List shall be subject to the same confidentiality and use restrictions as Confidential Data (as defined herein). On or before the thirty-fifth (35th) day following the applicable Service Date, the Debtors and the Producing Parties shall meet and confer concerning whether any of the claimants on the Meet and Confer List should instead be classified as Matching Claimants. On or before the sixtieth (60th) day following the applicable Service Date, the Debtors (and the Debtors’ Retained Experts, as defined herein) shall permanently delete the Meet and Confer List and provide the Producing Parties with written confirmation of such deletion; provided, however, that such deletion deadline shall be extended for each day the meet and confer process between the Debtors, on the one hand, and the Producing Parties, on the other hand, continues after the sixtieth (60th) day following the applicable Service Date. In the event the Debtors and the Producing Parties cannot reach agreement regarding the status of any claimant on the Meet and Confer List, any of them may seek judicial resolution of such dispute.

9. Within seven (7) days of the identification of Matching Claimants in the Trusts’ databases (collectively the “Trust Matching Claimants,” and each, individually, a “Trust Matching Claimant”), whether pursuant to paragraph 7 or paragraph 8 above (and this paragraph 9, as applicable), the Trust Producing Parties shall notify the Trust Matching Claimants’ counsel of record that the relevant Trusts have received a subpoena from the Debtors. The notice from the Trust Producing Parties shall state that the data associated with the Trust Matching Claimants, as described in paragraph 10 below, will be produced if they do not file a motion to

quash the subpoena in the court of compliance for the Trust Producing Party by the later of the forty-ninth (49th) day following the applicable Service Date, or the fourteenth (14th) day following the provision of notice to their counsel of record by the Trust Producing Party. The Trust Producing Parties shall exercise reasonable efforts to provide actual notice to counsel of record in connection with the claim that is the subject of disclosure. If, despite their reasonable efforts, the Trust Producing Party is unable to provide actual notice to counsel of record for a Trust Matching Claimant, including without limitation because counsel of record is unreachable (for example, counsel of record has died, retired, or closed or dissolved his, her or its legal practice), they shall not be required to make a production of data relating to such Trust Matching Claimant (such Trust Matching Claimants being the “Unnoticeable Claimants”). The Trust Producing Parties shall provide the Debtors on or before the thirtieth (30th) day following the applicable Service Date with a list of such Unnoticeable Claimants identifying the counsel that filed the trust claim and counsel of record, if different, and the reasons such counsel of record is unreachable. Unnoticeable Claimants will be added to the Meet and Confer List to enable the Debtors and the Trust Producing Parties to discuss other means, if any, of providing notice to such Trust Matching Claimants. Any Trust Matching Claimant for whom the Debtors and the Trust Producing Party are able to agree on another means of providing notice will no longer be classified as Unnoticeable Claimants. As to all Trust Matching Claimants other than the Unnoticeable Claimants, if a motion to quash is filed by a Trust Matching Claimant in the court of compliance for the Trust Producing Party before the applicable deadlines set forth above in this paragraph 9, the Trust Producing Party will stay the production of any data relating to such Trust Matching Claimant until such motion is resolved. If a motion to quash is not filed by a Trust Matching Claimant in the court of compliance for the Trust Producing Party before the

applicable deadlines set forth above in this paragraph 9, the Trust Producing Party shall produce to the Debtors the data described in paragraph 10 below, relating to the Trust Matching Claimant (other than the Unnoticeable Claimants) on or before the seventh (7th) day after the date by which any motion to quash must be filed (as applicable, the “Trust Production Date”). As to all Matching Claimants identified in the Paddock Database (collectively, the “Paddock Matching Claimants” and each, individually, a “Paddock Matching Claimant”), Paddock shall produce to the Debtors the data described in paragraph 11 below, relating to the Paddock Matching Claimants: (a) for Paddock Matching Claimants identified pursuant to paragraph 7 of this Order, on or before the forty-ninth (49th) day following the Service Date applicable to Paddock; and (b) for any claimant on the Meet and Confer List that the Debtors and Paddock agree, after meeting and conferring, should be classified as a Paddock Matching Claimant pursuant to paragraph 8 of this Order, on or before the later of (i) the forty-ninth (49th) day following the Service Date applicable to Paddock and (ii) the seventh (7th) day following the agreement by the Debtors and Paddock that such claimant should be classified as a Paddock Matching Claimant (as applicable, the “Paddock Production Date”).

10. On or before the applicable Trust Production Date, DCPF, the Manville Trust, and Verus shall produce to Bates White (in electronic database format and, with respect to DCPF and Verus, separately for each Trust) the following information pertaining to each Trust Matching Claimant⁷ (to the extent the relevant Trust databases contain such information) (the “Trust Anonymized Matched Production”):

⁷ For the avoidance of doubt, the terms “Trust Matching Claimant” and “Paddock Matching Claimant” referenced in paragraphs 10 and 11 of this Order include, as applicable, any claimant on the Meet and Confer List that the parties agree, after meeting and conferring, should be classified as a Trust Matching Claimant or Paddock Matching Claimant.

- a. Claimant Pseudonym;
- b. Claimant's law firm (with email and address of contact person);
- c. Date claim filed against Trust;
- d. Date claim approved by Trust, if approved;
- e. Date claim paid by Trust, if paid;
- f. If not approved or paid, status of claim; and
- g. All exposure-related fields,⁸ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

11. On or before the applicable Paddock Production Date, Paddock shall produce to Bates White (in electronic database format) the following information pertaining to each Paddock Matching Claimant (to the extent the Paddock Database contains such information) (the "Paddock Anonymized Matched Production" and, together with the Trust Anonymized Matched Production, the "Anonymized Matched Productions"):

- a. Claimant Pseudonym;
- b. Claimant's law firm (with email and address of contact person);
- c. Date claim filed or otherwise asserted;
- d. Jurisdiction and state of filing (if applicable);

⁸ To the extent any names or SSNs appear in any exposure-related field, the Manville Trust, DCPF, and Verus may redact such names and SSNs prior to production of the Trust Anonymized Matched Production. In addition, prior to delivery of the Trust Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Trust Anonymized Matched Production.

- e. Status of claim (e.g., settled, dismissed, plaintiff verdict, defense verdict, settled pending payment, open, etc.);
- f. Date claim resolved, if resolved;
- g. Date claim paid, if paid; and
- h. All exposure-related fields,⁹ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

12. The Anonymized Matched Productions shall be used as follows:

a. Subject to and without in any way limiting the restrictions described in paragraph 13(d) below concerning access to the Matching Key (or information derived therefrom), Retained Experts and Authorized Representatives (each as defined below) of the Debtors, the ACC, the FCR, Trane Technologies Company LLC (“New Trane Technologies”) and Trane U.S., Inc. (“New Trane” and, together with the Debtors, New Trane Technologies, the ACC, and the FCR, the “Parties”), if otherwise entitled to such access pursuant to this Order, may obtain a copy of the Matching Key (or information derived therefrom) and the Anonymized Matched Productions.

b. The Retained Experts (as defined in paragraph 13(d)) shall use the Matching Key only to (i) match and combine the Anonymized Matched Productions, on a

⁹ To the extent any names or SSNs appear in any exposure-related field, Paddock may redact such names and SSNs prior to production of the Paddock Anonymized Matched Production. In addition, prior to delivery of the Paddock Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Paddock Anonymized Matched Production.

13. The Matching Key (and any portion or extract thereof), the Anonymized Matched Productions, and any Anonymized Databases (together, the “Confidential Data”) shall be deemed “Confidential” pursuant to the *Agreed Protective Order Governing Confidential Information* [Dkt. 345] (the “Protective Order”). In addition to the protections in the Protective Order, the provisions in this Order (which will supersede the Protective Order in the event of any conflict) shall apply, including the following:

a. No Confidential Data shall be disseminated or disclosed, whether in written or electronic form, to any individual other than an individual (1) who has a clear need to know or access the data to perform work in connection with a Permitted Purpose and (2) who is (i) a lawyer, employee, agent, or representative of a law firm representing a Party in connection with these cases, (ii) a lawyer, paralegal, or legal support staff for a Party (and working in a legal role for the Party), or (iii) a Party’s Retained Expert (defined below) in these cases (collectively, the “Authorized Representatives”); provided, however, that the right of access to the Confidential Data hereby conferred on the foregoing persons shall be subject to the conditions precedent set forth in paragraph 13(b) immediately below.

b. Any person exercising a right of access to the Confidential Data shall thereby consent, and be deemed to consent, to be bound by this Order and shall thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order. Without limitation of the generality of the foregoing sentence, as a condition of the right of access to the Confidential Data conferred by paragraph 13(a) above, each entity whose Authorized Representatives will receive access to the Confidential Data and any other

Authorized Representatives not associated with such an entity who will receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacity shall execute a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2. Exhibit A.1 shall be executed on the part of corporations, partnerships, companies, or firms whose Authorized Representatives will receive access to the Confidential Data in the performance of the entity's duties with respect to these bankruptcy cases. Exhibit A.2 shall be signed in an individual capacity by individuals (such as witnesses or self-employed experts) who receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacities, rather than as employees, agents, or representatives of an entity.

c. Any entity whose Authorized Representatives receive access to any Confidential Data and any Authorized Representative who receives access to any Confidential Data in their individual capacity as provided in this Order shall provide for physical, managerial, and electronic security thereof such that the Confidential Data are reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission, and storage. Any electronic transmission of the Confidential Data (including without limitation the Matching Key or any information derived therefrom) must be through a secure encrypted service, and not as an ordinary email attachment.

d. Notwithstanding anything in this Order to the contrary, access to the Matching Key shall be limited to (i) Bates White, LAS, and Ankura, each in its capacity as a retained claims expert for the Debtors, the ACC, and the FCR, respectively, and (ii) to the professional staff employed by such experts (each of (i) and (ii), a

“Retained Expert”), and (iii) such other persons as the Parties and the Producing Parties may agree to in writing from time to time; provided, however, that a Retained Expert shall be permitted to access the Matching Key only in connection with a Permitted Purpose and only if the Retained Expert has a clear need for such access. Any Retained Expert granted access to the Matching Key shall store the Matching Key in a separate, password-protected folder on Retained Expert’s network, accessible only to individuals authorized to access the Matching Key under this paragraph 13(d), and the same data security requirement shall apply to any other person granted access to the Matching Key under this paragraph 13(d). Any electronic transmission of the Matching Key must be through a secure encrypted service, and not as an ordinary email attachment.

e. No claimant-specific data from or derived from any Confidential Data shall be (i) offered as evidence in these bankruptcy cases, (ii) placed on the public record, or (iii) filed with this Court, the District Court, or any reviewing court (including under seal), absent further order by this Court, made after notice of hearing of a motion (with notice to the Producing Parties and claimants provided to their attorneys at the addresses contained in the data produced by the Producing Parties) authorizing such use. Such motion shall be brought by the movant no later than 30 days before such offer or use. The restrictions of this paragraph 13(e) also shall apply to any de-identified data (i.e., data that does not contain claimant-specific details) from or derived from any Confidential Data that could reasonably be used, by cross-referencing publicly available information or otherwise, to determine or reveal a claimant’s identity.

f. If, in connection with a motion pursuant to paragraph 13(e), or any response to such motion, a Party proposes to place any Confidential Data under seal, that

without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, including without limitation any person or entity that executed a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2, shall permanently delete such Confidential Data and any excerpts thereof, without in any way retaining, preserving, or copying the Confidential Data or any excerpts thereof; provided, however, that any such data stored on a Party's or Authorized Representative's back-up computer system for the purpose of system recovery or information recovery may be deleted after this period when the applicable back-up copies are deleted in the ordinary course of such Party's or Authorized Representative's operations.

16. Within 30 days after the Deletion Date, the Parties and any Authorized Representatives (and any of their associated entities), including, without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, shall file a declaration made pursuant to 28 U.S.C. § 1746, affirming that he, she or it: (a) used any Confidential Data solely for the Permitted Purposes authorized by this Order; (b) did not share any Confidential Data with any other person or entity except as authorized by this Order or another court order; (c) complied with the restrictions of this Order concerning disclosure of claimant-specific data, including, without limitation, the provisions in paragraph 13(g); and (d) complied with the requirements in paragraph 15 concerning the deletion of any Confidential Data.

17. Subject to the requirements of paragraphs 12 and 13 above, nothing in this Order shall restrict any person's right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in these bankruptcy cases in conformity with this Order, or any data

or material that is or becomes publicly available other than by a breach of this Order; or

- c. any discrete data set or materials developed by or on behalf of such person independent of any Confidential Data.

18. For the avoidance of doubt, nothing in this Order shall prohibit any Party from seeking discovery in connection with a Permitted Purpose with respect to any particular Claimants, including where such Claimants are selected using knowledge gained from the discovery ordered herein, so long as such discovery requests do not disclose any information that is derived solely from or contained exclusively in the Anonymized Matched Productions.

19. The Debtors shall reimburse the Producing Parties for their reasonable and documented expenses in complying with this Order and the subpoenas. The Producing Parties shall have no liability in connection with their compliance with the subpoenas described in this Order.

20. This Court shall retain exclusive jurisdiction to interpret, modify, apply, and enforce this Order to the full extent permitted by law.

This Order has been signed electronically.
The Judge's signature and Court's seal appear
at the top of the Order.

United States Bankruptcy Court

**EXHIBIT A.1 TO ORDER GRANTING MOTION OF THE
DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

**Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: This joinder must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute a joinder pursuant to paragraph 13(b) of the above-referenced Order.

A C K N O W L E D G E M E N T

On behalf of my employer, _____ [write in name of employer] (“Employer”), I and Authorized Representatives of Employer may be given access to Confidential Data. The Confidential Data constitutes confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the “Order”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”) in the above-referenced chapter 11 cases. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order.

I have read the Order on behalf of Employer as part of performing its duties to _____ [name of the Party or other client for whom Employer is rendering services in connection with the bankruptcy case]. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Data. By my signature below, Employer, for itself and all of its Authorized Representatives who receive access to any Confidential Data, hereby accepts and agrees to be bound by, and to abide by, those conditions, obligations, and restrictions. On Employer’s behalf, I represent that Employer has made, or will make the Order and this joinder known in advance to all of Employer’s Authorized Representatives who are to receive access to any Confidential Data, so that they will be on notice of Employer’s duties in connection therewith and their own responsibilities to ensure compliance with the Order.

Employer and its Authorized Representatives will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. They will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), Employer will destroy any Confidential Data. Within 30 days after the Deletion Date, Employer will file a declaration in compliance with paragraph 16 of the Order.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Order and this joinder.

I represent that I am duly authorized to execute this joinder on behalf of Employer.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____
Relationship to Employer: _____

EXHIBIT A.2 TO ORDER GRANTING MOTION OF THE DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC

**Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: This joinder must be executed by any individual required to execute a joinder in his or her individual capacity pursuant to paragraph 13(b) of the above-referenced Order.

A C K N O W L E D G E M E N T

I may be given access to certain confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the “Order”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”) in the above-referenced chapter 11 cases.

I have read the Order. Capitalized terms used in this joinder but not otherwise defined herein shall have the meanings ascribed to them in the Order. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Data and hereby accept and agree to be bound by, and to abide by, those conditions, obligations, and restrictions.

I will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. I will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), I will destroy any Confidential Data. Within 30 days after the Deletion Date, I will file a declaration in compliance with paragraph 16 of the Order.

I consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of this Order and this joinder.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____

EXHIBIT L

to Quash/Compel/Enforce Subpoenas Page 608 of 621
UNITED STATES BANKRUPTCY COURT

Western District of North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

Adv. Proc. No.

v.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: ACandS Asbestos Trust c/o Lowenstein Sandler, Lynda A. Bennett, lbennett@lowenstein.com, One Lowenstein Drive, Roseland, NJ 07068 (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material. The information ordered to be produced in the attached Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (Dkt. []) (the "Order"), entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

PLACE Bates White LLC c/o Paul DeFilippo, Wollmuth Maher & Deutsch LLP, 90 Washington Valley Rd., Bedminster, NJ 07921	DATE AND TIME See dates in Order
---------------------------------------------------------------------------------------------------------------------------	----------------------------------

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE	DATE AND TIME
-------	---------------

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/15/22
CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst
Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

to Quash/Compel/Enforce Subpoenas Page 609 of 621
UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: Combustion Engineering 524(g) Asbestos PI Trust c/o Lowenstein Sandler, Lynda A. Bennett, lbennett@lowenstein.com, One Lowenstein Drive, Roseland, NJ 07068 (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material. The information ordered to be produced in the attached Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (Dkt. []) (the "Order"), entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

PLACE Bates White LLC c/o Paul DeFilippo, Wollmuth Maher & Deutsch LLP, 90 Washington Valley Rd., Bedminster, NJ 07921	DATE AND TIME See dates in Order
---------------------------------------------------------------------------------------------------------------------------	----------------------------------

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE	DATE AND TIME
-------	---------------

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/15/22
CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst
Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

to Quash/Compel/Enforce Subpoenas Page 610 of 621
UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: G-I Holdings Inc. Asbestos Personal Injury Settlement Trust c/o Lowenstein Sandler, Lynda A. Bennett, lbennett@lowenstein.com, One Lowenstein Drive, Roseland, NJ 07068 (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material. The information ordered to be produced in the attached Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (Dkt. []) (the "Order"), entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

PLACE Bates White LLC c/o Paul DeFilippo, Wollmuth Maher & Deutsch LLP, 90 Washington Valley Rd., Bedminster, NJ 07921	DATE AND TIME See dates in Order
---------------------------------------------------------------------------------------------------------------------------	----------------------------------

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE	DATE AND TIME
-------	---------------

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/15/22
CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst
Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

to Quash/Compel/Enforce Subpoenas Page 611 of 621
UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: GST Settlement Facility c/o Lowenstein Sandler, Lynda A. Bennett, lbennett@lowenstein.com, One Lowenstein Drive, Roseland, NJ 07068 (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material. The information ordered to be produced in the attached Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (Dkt. []) (the "Order"), entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

PLACE Bates White LLC c/o Paul DeFilippo, Wollmuth Maher & Deutsch LLP, 90 Washington Valley Rd., Bedminster, NJ 07921	DATE AND TIME See dates in Order
---------------------------------------------------------------------------------------------------------------------------	----------------------------------

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE	DATE AND TIME
-------	---------------

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/15/22
CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst
Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

to Quash/Compel/Enforce Subpoenas Page 612 of 621
UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: Kaiser Aluminum & Chemical Corp. Asbestos Personal Injury Trust c/o Lowenstein Sandler, Lynda A. Bennett, lbennett@lowenstein.com, One Lowenstein Drive, Roseland, NJ 07068 (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material. The information ordered to be produced in the attached Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (Dkt. []) (the "Order"), entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

PLACE Bates White LLC c/o Paul DeFilippo, Wollmuth Maher & Deutsch LLP, 90 Washington Valley Rd., Bedminster, NJ 07921	DATE AND TIME See dates in Order
---------------------------------------------------------------------------------------------------------------------------	----------------------------------

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE	DATE AND TIME
-------	---------------

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/15/22
CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst
Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

to Quash/Compel/Enforce Subpoenas Page 613 of 621
UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: Quigley Asbestos Trust c/o Lowenstein Sandler, Lynda A. Bennett, lbennett@lowenstein.com, One Lowenstein Drive, Roseland, NJ 07068 (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: The information ordered to be produced in the attached Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (Dkt. []) (the "Order"), entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

PLACE Bates White LLC c/o Paul DeFilippo, Wollmuth Maher & Deutsch LLP, 90 Washington Valley Rd., Bedminster, NJ 07921	DATE AND TIME See dates in Order
---------------------------------------------------------------------------------------------------------------------------	----------------------------------

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE	DATE AND TIME
-------	---------------

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/15/22
CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst
Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

to Quash/Compel/Enforce Subpoenas Page 614 of 621
UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: THAN Asbestos Personal Injury Trust c/o Lowenstein Sandler, Lynda A. Bennett, lbennett@lowenstein.com, One Lowenstein Drive, Roseland, NJ 07068 (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material. The information ordered to be produced in the attached Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (Dkt. []) (the "Order"), entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

PLACE Bates White LLC c/o Paul DeFilippo, Wollmuth Maher & Deutsch LLP, 90 Washington Valley Rd., Bedminster, NJ 07921	DATE AND TIME See dates in Order
------------------------------------------------------------------------------------------------------------------------	----------------------------------

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE	DATE AND TIME
-------	---------------

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/15/22
CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst
Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

to Quash/Compel/Enforce Subpoenas Page 616 of 621
UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

Case No. 20-30608

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: Yarway Asbestos Personal Injury Trust c/o Lowenstein Sandler, Lynda A. Bennett, lbennett@lowenstein.com, One Lowenstein Drive, Roseland, NJ 07068 (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material. The information ordered to be produced in the attached Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (Dkt. []) (the "Order"), entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

PLACE Bates White LLC c/o Paul DeFilippo, Wollmuth Maher & Deutsch LLP, 90 Washington Valley Rd., Bedminster, NJ 07921	DATE AND TIME See dates in Order
------------------------------------------------------------------------------------------------------------------------	----------------------------------

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE	DATE AND TIME
-------	---------------

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/15/22
CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst
Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtors.

Civil Action No.:

Underlying Case No. 20-30608
(JCW)

(U.S. Bankruptcy Court for the
Western District of North Carolina)

**[PROPOSED] ORDER
GRANTING THIRD-PARTY
TRUSTS' MOTION TO QUASH
SUBPOENAS**

THIS MATTER having come before the Court on the motion of third-party trusts (i) ACandS Asbestos Settlement Trust; (ii) Combustion Engineering 524(g) Asbestos PI Trust; (iii) G-I Holdings Inc. Asbestos Personal Injury Settlement Trust; (iv) GST Settlement Facility; (v) Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust; (vi) Quigley Company, Inc. Asbestos PI Trust; (vii) T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust; and (viii) Yarway Asbestos Personal Injury Trust (collectively, the "**Trusts**"), pursuant to Federal Rules of Civil Procedure 26(b), 45(d), and 26(c), for an Order granting the Trusts' Motion to Quash Subpoenas and In Support of Stay, and the Court having read and considered the submissions of the parties in this matter, and for good cause shown;

IT IS on this _____ day of _____, 2022

ORDERED that the Trusts' Motion to Quash Subpoenas is GRANTED; and
it is further

ORDERED that the Clerk is directed to enter judgment in favor of the Trusts;
and it is further

ORDERED that notice shall be provided to all parties via ECF.

Honorable _____, U.S.D.J.

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC, et al.,

Debtors.

Civil Action No.:

Underlying Case No. 20-30608
(JCW)

(U.S. Bankruptcy Court for the
Western District of North Carolina)

**[PROPOSED] ORDER
GRANTING STAY**

THIS MATTER having come before the Court on the motion of third-party trusts (i) ACandS Asbestos Settlement Trust; (ii) Combustion Engineering 524(g) Asbestos PI Trust; (iii) G-I Holdings Inc. Asbestos Personal Injury Settlement Trust; (iv) GST Settlement Facility; (v) Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust; (vi) Quigley Company, Inc. Asbestos PI Trust; (vii) T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust; and (viii) Yarway Asbestos Personal Injury Trust (collectively, the “**Trusts**”), pursuant to Federal Rules of Civil Procedure 26(b), 45(d), and 26(c), for an Order granting the Trusts’ Motion to Quash Subpoenas and In Support of Stay, and the Court having read and considered the submissions of the parties in this matter, and for good cause shown;

IT IS on this _____ day of _____, 2022

ORDERED that the Trusts' Motion to Quash Subpoenas is STAYED pending the outcome of an appeal in the United States Court of Appeals for the Third Circuit in *In re Bestwall LLC*, No. 21-2263; and it is further

ORDERED that notice shall be provided to all parties via ECF.

Honorable _____, U.S.D.J.

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

IN RE:
ALDRICH PUMP LLC, et al.,

Debtors.

Civil Action No.:
Underlying Case No. 20-30608
(JCW)
(U.S. Bankruptcy Court for the
Western District of North Carolina)

CERTIFICATION OF SERVICE

I, **LYNDA A. BENNETT**, of full age, certify as follows:

1. I am an attorney-at-law of the State of New Jersey and partner with the law firm of Lowenstein Sandler LLP, counsel to the eight third-party asbestos settlement trusts identified below¹ (collectively, the “**Trusts**”).

2. On August 19, 2022, I caused a true and correct copy of the Trusts’ (1) Notice of Motion to Quash Subpoenas and In Support of Stay; (2) Memorandum of Law; (3) Certification of Lynda A. Bennett, Esq., with exhibits; (4) [Proposed]

¹ The eight trusts are: (i) ACandS Asbestos Settlement Trust; (ii) Combustion Engineering 524(g) Asbestos PI Trust; (iii) G-I Holdings Inc. Asbestos Personal Injury Settlement Trust; (iv) GST Settlement Facility; (v) Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust; (vi) Quigley Company, Inc. Asbestos PI Trust; (vii) T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust; and (viii) Yarway Asbestos Personal Injury Trust.

Forms of Order; and (5) this Certification of Service to be electronically filed via the Court's CM/ECF system.

I certify that the foregoing statements made by me are true and correct. I am aware that if any of the foregoing statements are willfully false, I may be subject to punishment.

Respectfully submitted,
LOWENSTEIN SANDLER LLP

Dated: August 19, 2022

s/ Lynda A. Bennett

Lynda A. Bennett
One Lowenstein Drive
Roseland, New Jersey 07068
973.597.2500
lbennett@lowenstein.com

Attorneys for Third-Party Asbestos Trusts

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

IN RE:
ALDRICH PUMP LLC, et al.,

Debtors.

Civil Action No.:
Underlying Case No. 20-30608
(JCW)
(U.S. Bankruptcy Court for the
Western District of North Carolina)

**RULE 7.1 DISCLOSURE
STATEMENT**

Pursuant to Rule 7.1 of the Federal Rules of Civil Procedure and to enable District Judges and Magistrate Judges of the Court to evaluate possible disqualification or recusal, the undersigned counsel for Third-Party Trusts (i) ACandS Asbestos Settlement Trust; (ii) Combustion Engineering 524(g) Asbestos PI Trust; (iii) G-I Holdings Inc. Asbestos Personal Injury Settlement Trust; (iv) GST Settlement Facility; (v) Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust; (vi) Quigley Company, Inc. Asbestos PI Trust; (vii) T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust; and (viii) Yarway Asbestos Personal Injury Trust (each a “**Trust**” and together, the “**Trusts**”), states that none of the Trusts have a parent company and no publicly held corporation owns 10% or more of the stock any Trust.

Respectfully submitted,
LOWENSTEIN SANDLER LLP

Dated: August 19, 2022

s/ Lynda A. Bennett

Lynda A. Bennett
One Lowenstein Drive
Roseland, New Jersey 07068
973.597.2500
lbennett@lowenstein.com

Attorneys for Third-Party Asbestos Trusts

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC et al.,
Debtors.

Civil Action No.:

Underlying Case No. 20-30608 (JCW)

(U.S. Bankruptcy Court for the Western
District of North Carolina)

NOTICE OF APPEARANCE

To: Clerk of this Court & All Parties of Record:

PLEASE TAKE NOTICE that Michael A. Kaplan of Lowenstein Sandler LLP, hereby enters his appearance in this action as counsel for Third-Party Asbestos Trusts, and requests that copies of all notices, pleadings and other papers in this matter be served upon him.

Dated: August 19, 2022

Respectfully submitted,
LOWENSTEIN SANDLER LLP

s/ Michael A. Kaplan _____

Michael A. Kaplan
LOWENSTEIN SANDLER LLP
One Lowenstein Drive
Roseland, New Jersey 07068
973.597.2302
mkaplan@lowenstein.com

Attorneys for Third-Party Asbestos Trusts

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE:

ALDRICH PUMP LLC et al.,
Debtors.

Civil Action No.:
Underlying Case No. 20-30608 (JCW)
(U.S. Bankruptcy Court for the Western
District of North Carolina)

NOTICE OF APPEARANCE

To: Clerk of this Court & All Parties of Record:

PLEASE TAKE NOTICE that Rachel M. Dikovics of Lowenstein Sandler LLP, hereby enters her appearance in this action as counsel for Third-Party Asbestos Trusts, and requests that copies of all notices, pleadings and other papers in this matter be served upon her.

Dated: August 19, 2022

Respectfully submitted,
LOWENSTEIN SANDLER LLP

s/ Rachel M. Dikovics
Rachel M. Dikovics
LOWENSTEIN SANDLER LLP
One Lowenstein Drive
Roseland, New Jersey 07068
973.597.2494
rdikovics@lowenstein.com

Attorneys for Third-Party Asbestos Trusts

Andrew E. Anselmi, Esq.
ANSELMI & CARVELLI, LLP
210 Park Avenue, Suite 301
Florham Park, NJ 07932
Tele: (973) 635-6300
Fax: (973)635-6363
aanselmi@acllp.com
Attorneys for Verus Claims Services, LLC

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

In re

ALDRICH PUMP LLC, et al.,

Debtors.

Case No.: 22-cv-5116

Underlying Case No.: 20-30608 (JCW)
(United States Bankruptcy Court for
the Western District of North Carolina)

**NOTICE OF MOTION TO QUASH
SUBPOENA AND TO STAY**

Return Date: September 19, 2022

ORAL ARGUMENT REQUESTED

TO: Paul DeFilippo, Esq.
**WOLLMUTH MAHER &
DEUTSCH LLP**
90 Washington Valley Road
Bedminster, New Jersey 07921

Morgan Hirst, Esq.
JONES DAY
110 N. Wacker Drive, Suite 4800
Chicago, Illinois 60606

C. Michael Evert, Jr., Esq.
EVERT WEATHERSBY HOUFF
3455 Peachtree Road NE, Suite 1550
Atlanta, Georgia 30326

PLEASE TAKE NOTICE that on **September 19, 2022**, interested party Verus Claims Services, LLC (“Verus”), though its counsel, Anselmi & Carvelli, LLP, shall move before the United States District Court for the District of New Jersey, at the Clarkson S. Fisher Building & U.S. Courthouse at 402 East State

Street in Trenton, New Jersey 08608, seeking an order pursuant to Fed. R. Civ. P. 26 and 45 (1) quashing – or, in the alternative modifying – the *Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Bankruptcy Case (or Adversary Proceeding)* served upon Verus by Debtors, and (2) staying this matter pending resolution of a related matter.

PLEASE TAKE FURTHER NOTICE that in support of the within application, Verus will reply upon the accompanying Memorandum of Law, Declaration of counsel, and the exhibits thereto.

PLEASE TAKE FURTHER NOTICE that Verus respectfully requests oral argument on all matters raised in this motion. A proposed form of Order is submitted herewith.

ANSELMI & CARVELLI, LLP

By:  _____

Andrew E. Anselmi, Esq.
210 Park Avenue, Suite 301
Florham Park, New Jersey 07932
973-635-6300
Attorneys for Verus Claims Services, LLC

Dated: August 19, 2022

CERTIFICATION OF SERVICE

I, Andrew E. Anselmi, Esq. hereby certify that I today served a true and accurate copy of interested party Verus Claims Services, LLC’s Notice of Motion to Quash Subpoena and to Stay, along with all papers submitted in support thereof, with the United States District Court for the District of New Jersey via the court’s electronic case filing system. All counsel of record received a copy of same via electronic mail through the court’s electronic case filing system’s notification.

By: /s/ Andrew E. Anselmi, Esq.
Andrew E. Anselmi, Esq.

Dated: August 19, 2022

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

In re

ALDRICH PUMP LLC, et al.,

Debtors

Case No.: 22-cv-5116

Underlying Case No.: 20-30608 (JCW)
(United States Bankruptcy Court for
the Western District of North Carolina)

Return Date: September 19, 2022

ORAL ARGUMENT REQUESTED

**VERUS CLAIM SERVICES, LLC'S MEMORANDUM OF LAW IN
SUPPORT OF ITS MOTION TO QUASH SUBPOENA AND TO STAY**

ANSELM & CARVELLI, LLP
210 Park Avenue, Suite 301
Florham Park, New Jersey 07932
(973) 635-6300
Attorneys for Verus Claims Services, LLC

On the Brief:
Andrew E. Anselmi, Esq.
Zachary D. Wellbrock, Esq.

TABLE OF CONTENTS

	Page
TABLE OF AUTHORITIES	iii
PRELIMINARY STATEMENT	1
BACKGROUND AND PROCEDURAL HISTORY	3
ARGUMENT	3
I. LEGAL STANDARD	3
A. Rule 45 requires that the validity of the Subpoena be determined in the district where compliance is required – the District of New Jersey	3
B. A subpoena is subject to the good faith and proportionality restrictions imposed by Rules 45 and 26, especially when issued to nonparties.....	4
C. Quashing or modification is warranted where a subpoena imposes an undue burden or if it seeks privileged or protected material	6
II. THE COURT SHOULD QUASH, OR IN THE ALTERNATIVE, MODIFY, THE SUBPOENA BECAUSE IT IS UNREASONABLY OVERBROAD	6
A. The Subpoena seeks unrestricted access to an enormous volume of information relating to approximately twelve thousand (12,000) personal injury claimants.....	7
B. The extreme breadth of the Subpoena serves no legitimate purpose.....	8
III. THE COURT SHOULD QUASH THE SUBPOENA BECAUSE IT WOULD SUBJECT VERUS TO AN UNDUE BURDEN	13

A. The Subpoena imposes an undue burden upon Verus because it is an unconscionable overreach beyond the scope of Rule 45 and the jurisdiction of the Bankruptcy Court13

B. The Subpoena imposes an undue burden upon Verus because it purports to compel the creation of documents that do not currently exist14

C. The Subpoena imposes an undue burden upon Verus because it seeks material that does not belong to Verus and that should have been sought from other custodians instead15

D. The Subpoena imposes an undue burden upon Verus because compliance would cause unreasonable cost and disruption to Verus’s operations15

IV. THE COURT SHOULD QUASH, OR IN THE ALTERNATIVE, MODIFY THE SUBPOENA BECAUSE IT SEEKS PRIVILEGED OR PROTECTED MATERIAL OF THE CLAIMANTS17

A. The requested information includes protected sensitive and confidential material of the personal injury claimants17

B. The anonymization measures provided by the Subpoena are a meaningless gesture because Debtors admittedly plan to aggregate and de-anonymize the personal injury claimants’ information in a violative and invasive manner for commercial purposes19

C. The Subpoena also requires the disclosure of privileged communications between Verus and its counsel22

V. THE COURT SHOULD QUASH THE SUBPOENA BECAUSE IT SEEKS PROTECTED, TRADE SECRET, AND CONFIDENTIAL COMMERCIAL MATERIAL OF VERUS23

VI. THE COURT SHOULD STAY THIS MATTER PENDING RESOLUTION OF *IN RE BESTWALL* BY THE THIRD CIRCUIT.....25

TABLE OF AUTHORITIES

	Page(s)
Federal Cases	
<i>Bayer AG v. Betachem, Inc.</i> , 173 F.3d 188 (3d Cir. 1999)	4, 7
<i>In re Bestwall LLC</i> , No. 21-141, 2021 U.S. Dist. LEXIS 102452 (D. Del. June 1, 2021)	3, 26
<i>Burgess v. Galloway</i> , No. 20-06744, 2021 U.S. Dist. LEXIS 195505 (D.N.J. Jan. 28, 2021)	5, 7
<i>Fed. Hous. Fin. Agency v. JPMorgan Chase & Co.</i> , 2012 U.S. Dist. LEXIS 173768 (S.D.N.Y. Dec. 3, 2012)	9
<i>In re Garlock Sealing Techs.</i> , 504 B.R. 71 (Bankr. W.D.N.C. 2014)	9
<i>Gov’t Emps. Ins. Co. v. Pomerantz</i> , No. 20-18532, 2022 U.S. Dist. LEXIS 66344 (D.N.J. Apr. 11, 2022)	5
<i>Groark v. Timek</i> , 989 F. Supp. 2d 378 (D.N.J. 2013)	4
<i>Havemann v. Colvin</i> , 537 F. App’x 142 (4th Cir. 2013)	21
<i>Insituform Techs. v. Cat Contracting</i> , 168 F.R.D. 630 (N.D. Ill. 1996)	15
<i>Korotki v. Cooper Levenson, April, Niedelman & Wagenheim, P.A.</i> , No. 20-11050, 2022 U.S. Dist. LEXIS 108271 (D.N.J. June 17, 2022)	6, 7
<i>In re Lazaridis</i> , 865 F. Supp. 2d 521 (D.N.J. 2011)	6
<i>Nat’l Union Fire Ins. Co. of Pittsburgh v. Porter Hayden Co.</i> , 2012 U.S. Dist. LEXIS 23716 (D. Md. Feb. 24, 2012)	9
<i>In re Novo Nordisk Sec. Litig.</i> , 530 F. Supp. 3d 495 (D.N.J. 2021)	5

In re SBN Fog Cap II LLC,
 562 B.R. 771 (Bankr. D. Colo. 2016).....4

Thompson v. Warren,
 No. 13-4334, 2015 U.S. Dist. LEXIS 67648 (D.N.J. May 26, 2015)25

Tyson Foods, Inc. v. Bouaphakeo,
 577 U.S. 442 (2016).....9

U.S. Dep’t of Defense v. Fed. Labor Relations Auth.,
 510 U.S. 487 (1994).....21

U.S. Dep’t of Justice v. Reporters Comm. for Freedom of Press,
 489 U.S. 749 (1989).....20

United States v. Jones,
 565 U.S. 400 (2012) (Sotomayor, J., concurring)20

Vicchirelli v. New Eng. Linen Supply Co., Inc.,
 No. 19-12989, 2020 U.S. Dist. LEXIS 249294 (D.N.J. Feb. 25, 2020).....26

Weinstein v. Brisman,
 No. 18-3910, 2020 U.S. Dist. LEXIS 53151 (D.N.J. Mar. 26, 2020).....5, 7

Rules

Fed. R. Civ. P. 26(b)5

Fed. R. Civ. P. 26(c).....25

Fed. R. Civ. P. 45(d)(3)(A)6, 7, 17, 19

Fed. R. Civ. P. 45(d)(3)(B)6, 23, 24

Other Authorities

Bates White Economic Consulting, “Data Science and Statistics” 10-11

Declaration of Jorge Gallardo-Garcia
In re Bestwall, No. 17-31795 (W.D.N.C.).....10

Informational Brief of Aldrich Pump LLC and Murray Boiler LLC
In re Aldrich Pump, LLC et al., No. 20-30608 (Bankr. W.D.N.C.)12

June 17, 2021 Order

In re Bestwall, No. 21-141 (D. Del.)9

MANUAL FOR COMPLEX LITIG. § 11.493 (4th ed. 2020).....9

Mot. to Amend Prior Orders to Approve Revised Subpoenas

In re Bestwall LLC, No. 21-141 (D. Del. June 29, 2021).....11

PRELIMINARY STATEMENT

Interested party Verus Claims Services, LLC (“Verus”), respectfully submits this memorandum of law in support of its motion: (1) to quash a Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises (the “Subpoena”) served upon Verus by Debtors Aldrich Pump, LLC and Murray Boiler, LLC (collectively, the “Debtors”) in connection with bankruptcy proceedings currently pending in the United States Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Action”)¹ and (2) to stay this matter pending resolution of a related matter that is currently pending and has been fully briefed and argued before the Court of Appeals for the Third Circuit.²

The Subpoena seeks information from eight separate trusts administered by Verus concerning asbestos-related personal injury claims submitted to the trusts. However, as described below, the Subpoena calls for the unrestricted production of an enormous volume of confidential information far beyond any legitimate need.

Further, the requested information is completely irrelevant to the Debtors’ stated purpose. Rather, the requested information serves only: (1) the Debtors’ improper efforts to gain a “do over” – at Verus’s expense – of their historic pattern of not contesting asbestos claims, and (2) the commercial “big data” interests of

¹ *In re Aldrich Pump, LLC et al.*, Case No. 20-30608 (JCW).

² *In re Bestwall*, No. 21-2263, on appeal to the United States Court of Appeals for the Third Circuit from the United States District Court for the District of Delaware.

Debtors' expert in amassing a single, centralized database of asbestos claimant data from many different asbestos trusts that it could not otherwise access.

The claims material requested by Debtors – which does not even belong to Verus in the first place – also includes highly sensitive and confidential information that should not be subject to disclosure. This includes material such as SSNs, medical records (including medical records of dependents and other non-claimants), and even economic and financial records such as tax returns and earnings statements. The Subpoena also effectively seeks disclosure of Verus's trade secrets and other commercially sensitive information.

For these reasons, Verus respectfully requests that the Court should quash the Subpoena in its entirety. Alternatively, the Court should enter an order modifying the Subpoena by limiting production to a statistically significant sample and by permitting Verus to truly anonymize the requested material before production.

Before even reaching the issue of whether the Subpoena should be quashed or modified, however, the Court should stay this matter. This is because nearly identical subpoenas were recently quashed by the United States District Court for the District of Delaware in the case of *In re Bestwall*. *Bestwall* involved the same issues in dispute here and is currently on appeal to the Third Circuit. Because the appeal has already been briefed and argued, Verus expects that the Court of Appeals will soon decide the same issues now before this Court.

BACKGROUND AND PROCEDURAL HISTORY

In the interest of efficiency and for the convenience of the Court, Verus refers to and hereby incorporates by reference the Factual Background and Procedural History set forth in the memorandum of law submitted by the Trusts. *See* Memorandum of Law in Support of Third-Party Asbestos Trusts’ Motion to Quash Subpoenas and in Support of Stay (ECF Doc. No. 1-1), 5-14. All capitalized terms not otherwise defined herein have the same meaning as in the Trusts’ memorandum of law.

ARGUMENT

I. LEGAL STANDARD

A. **Rule 45 requires that the validity of the Subpoena be determined in the district where compliance is required – the District of New Jersey.**

Notwithstanding that the Subpoena was issued in connection with the Bankruptcy Action in the Western District of North Carolina, the District of New Jersey is nevertheless the proper venue for determination of this motion. Rule 45(d)(3) expressly provides that a motion to quash or modify a subpoena is to be decided by “the court for the district where compliance is required.” *See also In re Bestwall LLC*, No. 21-141, 2021 U.S. Dist. LEXIS 102452, at *13 (D. Del. June 1, 2021) (explaining that Rule 45(d)(3) “requires a subpoenaed party to move to quash or modify the subpoena in the district where compliance is required, not in

the court that issued the subpoena.”); *In re SBN Fog Cap II LLC*, 562 B.R. 771, 774-75 (Bankr. D. Colo. 2016) (explaining how the 2013 amendments to Rule 45 “clarifie[d] the separate roles of the ‘issuing court’ and the ‘compliance court.’”); Fed. R. Civ. P. 45 (Advisory Committee Notes to 2013 Amendment) (noting that 2013 amendment to require motions to be made in the compliance court in order to “[t]o protect local nonparties.”).

Here, the “district where compliance is required” is the District of New Jersey. Verus is a New Jersey limited liability company with its principal place of business located in Princeton, New Jersey. *See* Declaration of Mark T. Eveland (the “Eveland Decl.”), ¶ 2. It is in the business of reviewing claims using its proprietary database, software and review process. Its servers and database – along with the information stored therein that is the subject matter of the Subpoena – are located in a colocation facility in Parsippany, New Jersey with disaster recovery backups in Spartanburg, South Carolina. *Id.* Accordingly, this Court is the proper forum for Verus’s motion.

B. A subpoena is subject to the good faith and proportionality restrictions imposed by Rules 45 and 26, especially when issued to nonparties.

“Although the scope of discovery under the Federal Rules is unquestionably broad, this right is not unlimited and may be circumscribed.” *Bayer AG v. Betachem, Inc.*, 173 F.3d 188, 191 (3d Cir. 1999); *Groark v. Timek*, 989 F. Supp. 2d 378, 397 (D.N.J. 2013) (“Nevertheless, the Court recognizes that discovery is not unlimited.”).

“A subpoena used for discovery purposes must be made in good faith and cannot be used as a general ‘fishing expedition.’” *Burgess v. Galloway*, No. 20-06744, 2021 U.S. Dist. LEXIS 195505, at *6 (D.N.J. Jan. 28, 2021) (quoting *U.S. v. Nixon*, 418 U.S. 683, 699-700 (1974)). Additionally, courts generally “afford greater protection to non-parties in discovery, and nonparty subpoenas must meet a higher standard of relevance than subpoenas directed toward parties.” *Weinstein v. Brisman*, No. 18-3910, 2020 U.S. Dist. LEXIS 53151, at *14-15 (D.N.J. Mar. 26, 2020).

Further, “[t]he scope of discovery pursuant to Rule 45 is the same as Rule 26(b).” *In re Novo Nordisk Sec. Litig.*, 530 F. Supp. 3d 495, 501 (D.N.J. 2021). That is, “[d]iscovery sought via a subpoena issued pursuant to Rule 45 must fall within the scope of discovery permissible under Rule 26(b).” *Gov’t Emps. Ins. Co. v. Pomerantz*, No. 20-18532, 2022 U.S. Dist. LEXIS 66344, at *9 (D.N.J. Apr. 11, 2022). Thus, material sought by a subpoena must be “relevant to any party’s claim or defense” and must also be “proportional to the needs of the case” considering the factors enumerated in Rule 26 (b) (such as the importance of the issues, the amount in controversy, the parties’ resources and relative access to information, the importance of the discovery in resolving the issues, and whether the burden outweighs the likely benefit). Fed. R. Civ. P. 26(b)(1).

C. Quashing or modification is warranted where a subpoena imposes an undue burden or if it seeks privileged or protected material.

Rule 45(d) enumerates four circumstances in which the compliance court *must* quash or modify a subpoena and three circumstances in which the court *may* quash or modify the subpoena. As applicable to this matter, the Court “must quash or modify” the Subpoena to the extent that it “...(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or (iv) subjects a person to undue burden.” Fed. R. Civ. P. 45(d)(3)(A). Further, the Court “may” quash or modify the Subpoena to the extent that it “requires ... disclosing a trade secret or other confidential research, development, or commercial information.” Fed. R. Civ. P. 45(d)(3)(B).

II. THE COURT SHOULD QUASH, OR IN THE ALTERNATIVE, MODIFY, THE SUBPOENA BECAUSE IT IS UNREASONABLY BROAD.

An undue burden exists when the subpoena is “unreasonable or oppressive.” *In re Lazaridis*, 865 F. Supp. 2d 521, 524 (D.N.J. 2011).

“Applying Rules 26 and 45, the Court must balance several competing factors in assessing the reasonableness of the subpoenas.” *Korotki v. Cooper Levenson, April, Niedelman & Wagenheim, P.A.*, No. 20-11050, 2022 U.S. Dist. LEXIS 108271, at *3-8 (D.N.J. June 17, 2022). These factors include: “(1) relevance, (2) the party’s need for the documents, (3) the breadth of the document request, (4) the time period covered by it, (5) the particularity with which the documents are

described, (6) the burden imposed, and (7) the subpoena recipient’s status as a nonparty to the litigation.” *Id.* (citing *Gould v. O’Neal*, No. 17-100, 2019 U.S. Dist. LEXIS 165283, at *3 (D.N.J. Sept. 26, 2019)).

As noted above, the scope of permissible discovery is not unlimited (*Bayer AG*, 173 F.3d at 191) and a subpoena may not be used “as a general ‘fishing expedition.’” *Burgess*, 2021 U.S. Dist. LEXIS 195505, at *6. Further, nonparty subpoenas – like the Subpoena issued to Verus – “must meet a higher standard of relevance.” *Weinstein*, 2020 U.S. Dist. LEXIS 53151, at *14-15.

Here, in light of these principles, the Subpoena is unreasonable and oppressive. It therefore imposes an undue burden and must be quashed or modified under Rule 45(d)(3)(A)(iv).

A. The Subpoena seeks unrestricted access to an enormous volume of information relating to approximately twelve thousand (12,000) personal injury claimants.

The Subpoena is unreasonably and oppressively overbroad, and therefore creates an undue burden, because Debtors seek to engage in exactly the sort of unrestricted fishing expedition that is prohibited by the Rules.

The Subpoena bears all of the tell-tale indicia of an improper fishing expedition. Debtors do not have any particular target for their inquiry. Instead, they deploy a vast net, seeking information regarding approximately twelve thousand (12,000) claimants who may have submitted asbestos-related personal injury claims

to one or more of the Trusts. Eveland Decl., ¶ 4. Further, Debtors have never articulated what they think might be relevant within the requested materials. Instead, they seek the entire possible universe of information as to each and every claimant on the mere hope that perhaps something useful is included.

Debtors offer no specific basis for their expansive requests other than naked speculation and curiosity. The gluttonous Subpoena even stretches the fishing expedition metaphor beyond its limits, resembling something closer to a dredging of the entire ocean when all that is needed is an estimation of its volume.

B. The extreme breadth of the Subpoena serves no legitimate purpose.

The fact that the Subpoena is unreasonably and oppressively overbroad is demonstrated by the fact that it is not at all tailored to its stated purpose – or, for that matter, any legitimate purpose.

Debtors’ claim that the Subpoena “seek[s] evidence that is relevant and necessary to specific purposes in connection with the estimation of the Debtors’ liability for current and future asbestos-related claims and the negotiation, formulation, and confirmation of a plan of reorganization in” the Bankruptcy Action. *See* Order (Exhibit A to the accompanying Declaration of Andrew E. Anselmi, Esq.), ¶ 5. But the estimation of potential liability is fundamentally an actuarial task. It requires only sufficient data from which Debtors can assess and underwrite its risk with reasonably accuracy.

If Debtors' purpose were truly to assess risk and estimate future claims, then Debtors would not be seeking hugely voluminous data concerning approximately twelve thousand claimants. Rather, Debtors would seek only a statistically significant sample from which they could form reliable statistical models and accurately estimate their potential liability.

Sampling is a widely utilized litigation technique. As explained in the Manual for Complex Litigation, "[a]cceptable sampling techniques, in lieu of discovery and presentation of voluminous data from the entire population, can save substantial time and expense, and in some cases provide the only practicable means to collect and present relevant data." MANUAL FOR COMPLEX LITIG. § 11.493 (4th ed. 2020). For this reason, courts routinely encourage sampling, including in asbestos-related litigation. *See, e.g.*, June 17, 2021 Order (*Bestwall*, No. 21-141 (D. Del.), ECF Doc. No. 33); *Tyson Foods, Inc. v. Bouaphakeo*, 577 U.S. 442, 454-55 (2016) (sampling used to establish hours worked in a class action lawsuit); *Nat'l Union Fire Ins. Co. of Pittsburgh v. Porter Hayden Co.*, 2012 U.S. Dist. LEXIS 23716, at *6 (D. Md. Feb. 24, 2012) (limiting disclosure to a random sample of ten percent (10%) of the asbestos claimants at issue); *Fed. Hous. Fin. Agency v. JPMorgan Chase & Co.*, 2012 U.S. Dist. LEXIS 173768, at *5, *7-10 (S.D.N.Y. Dec. 3, 2012) (approving four percent (4%) sample to establish fraud liability); *In re Garlock Sealing Techs.*,

504 B.R. 71, 95 (Bankr. W.D.N.C. 2014) (adopting asbestos claim estimation approach based on questionnaire responses from a claimant sample).

Sampling also significantly reduces the risk of inadvertent or erroneous disclosure of confidential information by limiting the volume of data disclosed. An overbroad production, in contrast, unnecessarily increases the risk of a possible data breach and potential misuse (and the resulting harm) to the claimants.

Moreover, sampling is unquestionably sufficient for Debtors' stated purpose of claim estimation. Bates White, Debtors' own consultant, opined in the underlying *Bestwall* bankruptcy proceedings in North Carolina that a ten percent (10%) sample was "reliable" "for performing analyses related to ... liability estimation." See October 28, 2021 Declaration of Jorge Gallardo-Garcia (*In re Bestwall*, No. 17-31795 (W.D.N.C.), ECF Doc. No. 2183), ¶11 (p. 54 of 198). In the subsequent *Bestwall* motion to quash proceedings, the Delaware District Court in fact limited future subpoenas by the *Bestwall* debtors to a sample of no more than ten percent of all claimants. Bates White itself, on its website, describes the validity and reliability of sampling as well as its own expertise:

Statistical sampling offers a scientifically reliable and cost-effective approach to learning about entire populations from a more manageable subset or samples. Our team has significant experience and expertise designing samples and developing data collection protocols to draw statistically valid conclusions, whether it is in consulting, investigation, arbitration, or litigation settings.

See Bates White Economic Consulting, “Data Science and Statistics,” <https://www.bateswhite.com/practices-Data-Science-and-Statistics.html> (last visited August 16, 2022).

Most tellingly, Bates White recently issued new subpoenas in the *Bestwall* matter with a ten percent sampling provision and pre-production anonymization measures. This conclusively demonstrates that Bates White does not actually need all of the information requested in the Subpoenas and that it can perform its services with a sample of truly anonymized data. See Mot. to Amend Prior Orders to Approve Revised Subpoena for Asbestos Trust Data (*In re Bestwall LLC*, No. 21-141 (D. Del. June 29, 2021), ECF Doc. No. 36-1).

Yet, Debtors’ Subpoena contemplates no sampling whatsoever. Rather, it seeks comprehensive records from approximately twelve thousand (12,000) claimants. There is no legitimate litigation or bankruptcy need for the enormous volume of material requested by Debtors. Debtors simply do not need data from this many claimants – unless Debtors seek to use the requested information for purposes other than claim estimation – and they clearly do not need the confidential identifying information at issue.

The fact that Debtors are not genuinely interested in claims estimation is further illustrated by the fact that the Debtors themselves have admitted that, prior to bankruptcy, they routinely settled asbestos claims “regardless of underlying

merit.” See Informational Brief of Aldrich Pump LLC and Murray Boiler LLC (*In re Aldrich Pump, LLC et al.*, No. 20-30608 (Bankr. W.D.N.C.), ECF Doc. No. 5), 31. The only practical value for Debtors in the broad scope of the Subpoena lies in substantively litigating each and every potential claim – essentially seeking a “do over” (at Verus’s expense) of Debtors’ decades-long strategy of not contesting asbestos claims. But this is a task far beyond the scope of claims estimation. There is also, conceivably, value to Bates White in creating an aggregated database of claims data from as many asbestos trusts as possible for use in its consulting operations.³ But this too is an endeavor far beyond the claim estimation process.

In fact, the requested information would not even necessarily be useful for the fraud detection efforts described by Debtors. This is because the claimants only provide the Trusts with sufficient information to establish the requisite exposure history with specific respect to an individual Trust. Eveland Decl., ¶¶ 20-21. In other words, each Trust likely has information regarding claimants’ exposure vis-à-vis its respective Underlying Company, but there is no particular reason why any Trust would have information related to any claimants’ exposure or claim vis-à-vis the Debtors.

³ Conspicuously, the Subpoena provides for Bates White to perform just such an aggregation by “combin[ing]” the requested data “with data from the Debtors’ database or other sources.” See Subpoena (Exhibit B to the accompanying Declaration of Andrew E. Anselmi, Esq.), ¶ 12(b).

In short, if one were to start from a blank slate and design a subpoena to facilitate claims estimation, it would not remotely resemble the Subpoena served by Debtors upon Verus. However, if one were to create a subpoena designed to provide Bates White with voluminous and commercially valuable data it could not otherwise access, the end result of that exercise would look very much like the Subpoena.

III. THE COURT SHOULD QUASH THE SUBPOENA BECAUSE IT WOULD SUBJECT VERUS TO AN UNDUE BURDEN.

A. The Subpoena imposes an undue burden upon Verus because it is an unconscionable overreach beyond the scope of Rule 45 and the jurisdiction of the Bankruptcy Court.

The Subpoena is, in truth, not a “subpoena” at all. A subpoena – as contemplated by Rule 45 and as understood in virtually every other litigation context – is simply a command to produce discoverable documents already in the possession, custody, or control of the receiving party. Here, in contrast, the Subpoena does not perform that routine function at all. Debtors seek far more than Rule 45 permits them to obtain and the Subpoena purports to impose obligations far beyond what Rule 45 could require of Verus.

The Subpoena contains *seventeen pages* of instructions concerning when, how, and in what form Verus must make its response. *See* Subpoena (Exhibit B to the accompanying Declaration of Andrew E. Anselmi, Esq.). Among these imperious directives, Verus is purportedly compelled to, *inter alia*, perform a search of its database in order to ascertain “matching claimants,” report to Debtors’ expert

as to the results of this search process, identify partial matches for a subsequent “meet and confer” with Debtors, provide notice (with specific required language) to the matching claimants, and ultimately produce specified information to Debtors’ expert. *Id.* at ¶¶ 7-10. Discrete and specified action is purportedly required on the twenty-first, thirty-fifth, forty-ninth, and sixtieth days following service of the Subpoena. *Id.* at ¶¶ 7-9.

The Subpoena includes these outrageously improper terms under the pretext of a rubber-stamp order issued by a Bankruptcy Court in another state that never even had jurisdiction over Verus. But the ruse fails. Debtors cannot perform an end-run around the elegant structure of the Rules – and due process – by obtaining an order full of substantive commands to a nonparty from a friendly tribunal that never had jurisdiction in the first place. Shoehorning the terms of that order into a new document with the misnomer “subpoena” does nothing to cure the fatal jurisdictional defect.

B. The Subpoena imposes an undue burden upon Verus because it purports to compel the creation of documents that do not currently exist.

The Subpoena is also unreasonable and oppressive in that it purports to compel Verus not simply to turn over extant documents in its possession and control, but rather to compose a brand new and detailed “electronic database” in a form and format according to Debtors’ specification. *See Order*, ¶ 10. However, this demand

for the creation of a new document that does not currently exist exceeds the subpoena power afforded by the Rules. Rule 45 reflects “that a non-party may be required to produce records that already exist and are under the non-party’s control, but does not contemplate that a non-party will be forced to create documents that do not exist.” *Insituform Techs. v. Cat Contracting*, 168 F.R.D. 630, 633 (N.D. Ill. 1996).

C. The Subpoena imposes an undue burden upon Verus because it seeks material that does not belong to Verus and that should have been sought from other custodians instead.

As noted above, the requested information does not even belong to Verus. Rather, pursuant to the confidential Claims Processing Agreements between Verus and the various trusts, the information and documents submitted by the claimants are the property of the trusts themselves. Eveland Decl., ¶ 18. Verus operates under contract for, among others, the Trusts that are the subject of the Subpoena. Verus is not, however, an authorized agent of the Trusts. *Id.* at ¶ 3. Thus, it is unreasonable and oppressive for Debtors to seek this information from Verus in the first instance. The Subpoena should have been directed instead to other custodians, such as counsel for the various claimants.

D. The Subpoena imposes an undue burden upon Verus because compliance would cause unreasonable cost and disruption to Verus’s operations.

The Subpoena should also be quashed because compliance and production would create an unreasonable and undue burden for Verus. Contrary to Debtors’

characterization of the required production, complying with the subpoena is not simply a matter of exporting data from one spreadsheet to another through a short series of mouse clicks.

First, as described above, the Subpoena requires far more than the mere document production commonly required under Rule 45. Instead, it saddles Verus with a complex series of searching, reporting, notice, and document creation obligations.

Second, as a practical matter, the burden of just collecting and producing the requested information is extraordinary. Verus does not keep the original paper documentation as submitted by a claimant. Instead, that information is uploaded into Verus's database by both Verus and/or the claimant's counsel. The original paper documents are then destroyed within six months. Verus then uses information culled from that documentation to evaluate a claim against a specific trust. Eveland Decl., ¶ 9. Claim files can consist of numerous documents totaling thousands of pages. *Id.* at ¶ 17.

Complying with the Subpoena will be labor-intensive and expensive. Verus has contractually mandated performance obligations to the Trusts it serves. *Id.* at ¶ 22. Verus cannot allocate the resources needed to endlessly respond to subpoenas and discovery requests in a manner that would negatively impact the performance of its duties required under its contracts with the various Trusts. *Id.* at ¶ 23. Besides

the obvious delays in claims processing and payment, it is anticipated that the time expended to respond to the Subpoena will cause Verus delays in: (i) improving its software applications; (ii) performing needed system maintenance and re-design; (iii) generating audits and reports; (iv) implementing policies and performing data analysis which will result in significant delays in processing, making offers on, and paying compensable claims for certain Trusts; (v) invoice production; (vi) monthly new code releases; (vii) administrative work; (viii) responding to claimant inquiries; and (ix) responding to internal requests for assistance. *Id.* at ¶ 24.

IV. THE COURT SHOULD QUASH, OR IN THE ALTERNATIVE, MODIFY, THE SUBPOENA BECAUSE IT SEEKS PRIVILEGED OR PROTECTED MATERIAL.

Alternatively, the Subpoena must be quashed because it “requires disclosure of privileged or other protected matter” and “no exception or waiver applies.” Fed. R. Civ. P. 45(d)(3)(A)(iii). Specifically, the Subpoena requires the disclosure of confidential medical records of the claimants, as well as privileged communications between Verus and its counsel.

A. The requested information includes protected sensitive and confidential material of the personal injury claimants.

First, the Subpoena seeks protected material consisting of the claimants’ (and others’) sensitive and confidential medical information.

Verus does not own or control the information sought by Debtors. As described above, the Trusts exist for the purpose of verifying claims and providing

compensation to claimants in connection with personal injuries alleged to have been caused by asbestos exposure. To this end, asbestos claimants submit medical and other personal records to the Trusts for review and analysis by Verus. Eveland Decl., ¶ 9.

Those records include proofs of claim, personal and private medical, family, and financial information of claimants, including SSNs, Social Security Administration earning statements, dates of birth, medical records, birth certificates, death certificates, divorce records, military records, and even tax returns. *Id.* at ¶ 12. The claim files also contain confidential information of individuals who make no claim of exposure to asbestos containing products, such as claimants' children, spouses, dependents and personal representatives. *Id.* at ¶ 14. For example, some claimants submit economic loss statements describing the mental and physical disabilities, drug addictions, marital issues, and special needs of their spouses, children and dependents. *Id.* at ¶ 12.

The claimants submit this highly sensitive and confidential information to the Trusts under the expectation of privacy and solely for the limited purpose of claim resolution. *Id.* at ¶ 11. Additionally, some claimants reside in jurisdictions with heightened privacy protections under local law (such as, for example, the California Consumer Privacy Act or the UK General Data Protection Regulation). *Id.* Verus is obligated to safeguard and keep the sensitive claimant information it receives in

confidence. The claimants are assured that all information they provide will be kept confidential. *Id.* at ¶ 12.

Compelled disclosure of the requested claims information for Debtors’ would be improper as it would require “disclosure of privileged or other protected matter” without any justification. Quashing of the Subpoena is therefore appropriate under Fed. R. Civ. P. 45(d)(3)(A)(iii).

B. The anonymization measures provided by the Subpoena are a meaningless gesture because Debtors admittedly plan to aggregate and de-anonymize the personal injury claimants’ information in a violative and invasive manner for commercial purposes.

Debtors offer a data anonymization process in an attempt to mitigate the severe privacy concerns raised by their invasive request. However, Debtors’ touted anonymization process is an empty gesture that provides no practical protection of sensitive claimant information. On the contrary, the Subpoena’s references to anonymization serve only to obfuscate the risk posed by the unrestricted consolidation of claimant data from the various Trusts into a single database.

The Subpoena provides for the initial matching exercise to be conducted with a numerical pseudonym assigned to each claimant. However, any anonymity afforded by this measure is purely cosmetic and quickly vanishes. First, although the Matching Key employs numerical pseudonyms, each pseudonym is linked to an SSN and a surname from the very beginning of the matching exercise. *See* Subpoena, ¶

6. This is the equivalent of placing each claimant in a disguise yet affixing a tag with their name and SSN to their chest; it is hardly a protection of any claimant’s identity.

Further, after the matching exercise is complete, the Subpoena expressly permits Bates White to aggregate the data post-production with data from Debtors’ database “and other sources” into a single, consolidated clearinghouse – all the while holding a matching key that de-anonymizes the data. *Id.* at ¶ 12(b). The Subpoena also expressly permits Bates White to “provide sufficient identifying information from the Matching Key to an Authorized Representative to permit such Authorized Representative to match data from the Anonymized Matched Productions with and analyze individual claims.” *Id.* at 12(a)-(b). The Subpoena provides virtually no limitation on how Debtors, Bates White, or their “Authorized Representative” may use this data that they are able to de-anonymize at any time.

“[T]he compilation of otherwise hard-to-obtain information alters the privacy interest implicated by disclosure of that information,” and a “computerized summary located in a single clearinghouse of information” warrants particular scrutiny. *U.S. Dep’t of Justice v. Reporters Comm. for Freedom of Press*, 489 U.S. 749, 763-64 (1989). Even aggregations of public data present privacy and security concerns, because the “unrestrained power to assemble data that reveal private aspects of identity is susceptible to abuse.” *United States v. Jones*, 565 U.S. 400, 416 (2012) (Sotomayor, J., concurring); *see also U.S. Dep’t of Defense v. Fed. Labor Relations*

Auth., 510 U.S. 487, 500 (1994) (“An individual’s interest in controlling the dissemination of information regarding personal matters does not dissolve simply because that information may be available to the public in some form.”); *Havemann v. Colvin*, 537 F. App’x 142, 147-48 (4th Cir. 2013) (recognizing privacy interest in nondisclosure of otherwise public information in a format that could be combined with other available data to identify specific individuals).

Here, the aggregation of claimant data into a single clearinghouse, to be used however Debtors or Bates White choose, raises these exact concerns and creates extraordinary risk for the claimants. Absent the compelled disclosure sought by Debtors, Verus keeps the claimant data submitted to each Trust segregated. Verus does not maintain one monolithic database containing all claimant data submitted to any of the Trusts. Rather, Verus maintains logical separation of data for each Trust. Except in instances where the same document is submitted by one claimant to multiple trusts, the data is not commingled or shared across trusts or accessible by users without separate access privileges for each trust. Eveland Decl., ¶ 19. Debtors’ proposed use of the data, as described in the subpoena, eliminates this safeguard. Combining the claimants’ data into a single repository – while at the same time empowering Bates White or its “Authorized Representative” to use the data virtually without restriction – creates a powerful “big data” tool. This tool can be weaponized,

used invasively to reveal still more about any individual claimant, and may be used for purposes wholly unrelated to claims estimation.

The proposed consolidation also heightens the risk posed by a potential security breach. Inadvertent disclosure or malicious misappropriation of claimant data after it has been consolidated by Bates White would be disastrous for the individual claimants affected.

C. The Subpoena also requires the disclosure of privileged communications between Verus and its counsel.

The Subpoena also seeks the disclosure of protected work product and privileged communications. Verus's work product and notes are also typically part of the claim files, including, for example, its proprietary methodology for reviewing and analyzing claimants' medical information and its claim processors' analyses. *Id.* at ¶¶ 10, 15. Further, Verus communicates with the Trusts and their counsel with regard to processing and settling submitted claims, and documents memorializing those communications are often contained in the claims files that Verus maintains on behalf of the Trusts. *Id.* at ¶ 16. Accordingly, all documents relating to claims processing and settlement are privileged and confidential.

V. THE COURT SHOULD QUASH THE SUBPOENA BECAUSE IT SEEKS PROTECTED, TRADE SECRET, AND CONFIDENTIAL COMMERCIAL MATERIAL OF VERUS.

The Subpoena should be quashed under Rule 45(d)(3)(B) because it requires “disclosing a trade secret or other confidential research, development, or commercial information.”

Verus has created a proprietary web-based system to facilitate its claims administration responsibilities, including by significantly reducing turn-around time and ensuring timely and effective communications between parties to the claims process, giving Verus a competitive advantage in the market. *Id.* at ¶ 6.

Verus expended substantial effort and money in developing its computer software system and its trust databases, which are proprietary trade secrets that are vital to its business and extremely valuable. *Id.* Verus’s comments, notes and annotations are added to the information supplied by the claimant. There is no practical (or automatic) means through which Verus can ensure that all of its work-product, notes, thought-process, comments, evaluations and determinations in processing claims have been extracted from each and every field and document across all of the various Trust databases. *Id.* at ¶ 25.

Responding to Debtors’ Subpoena will expose Verus’s proprietary trade secrets to third parties, including competitors such as Bates White, Debtors’ expert. *Id.* at ¶ 7. For example, at great time, expense, and effort, Verus has developed

proprietary algorithms that better enable it to evaluate and ultimately determine the value of individual asbestos claims. However, if a competitor like Bates White, which already has access to extensive data from other asbestos defendants receives data such as date of birth, date of death, occupations, jobsites, exposure dates, diagnosis dates, dependents, injury level, earnings information, name and SSN (to cite just a few examples) from Verus in response to the Subpoena, that competitor or third party can potentially “reverse engineer” the data to recreate Verus’s proprietary algorithms. Consequently, Verus’s algorithms and trade secrets would lose their value, that competitor would gain an unfair competitive advantage at Verus’s expense, and Verus would have to invest additional time and funds to create new algorithms to stay competitive. *Id.*

Verus takes substantial measures to safeguard its software system and trust databases, including: (i) making access to the office keypad-restricted; (ii) installing locks on all internal offices; (iii) securing its servers within a locked data center and behind state-of-the-art hardware and software firewalls; (iv) 24-hour intrusion monitoring of all databases and file servers; (v) 124-bit encryption of all sensitive data transmitted via the internet; (vi) requiring all Verus employees to sign a confidentiality agreement; (vii) requiring dual-factor authentication for all users granted access to the system; and (viii) requiring all law firms to execute an electronic filer agreement with specific provisions barring the firms’ designated

agents from sharing any proprietary information contained within the system, including review notes, reports, screen prints, or any other information pertaining to the functioning of the Verus system. *Id.* at ¶ 8.

Accordingly, the Subpoena should be quashed under in order to prevent the disclosure of Verus’s “trade secret or other confidential research, development, or commercial information.”

VI. THE COURT SHOULD STAY THIS MATTER PENDING RESOLUTION OF *IN RE BESTWALL* BY THE THIRD CIRCUIT.

Last, as an administrative matter separate from the Court’s analysis of the substantive merit Verus’s motion to quash, this case should be stayed pending resolution of the *Bestwall* appeal. The determination of that case by the Third Circuit is likely to resolve or, at a minimum, provide clarification and guidance as to the issues raised herein.

“Pursuant to Federal Rule of Civil Procedure 26(c), the Court may stay discovery” upon “a showing of ‘good cause’ by the party requesting the stay.” *Thompson v. Warren*, No. 13-4334, 2015 U.S. Dist. LEXIS 67648, at *5-6 (D.N.J. May 26, 2015) (citing *Gerald Chamales Corp. v. Oki Data Americas, Inc., et al.*, 247 F.R.D. 453, 454 (D.N.J. 2007)). “[T]his Court maintains wide discretion to manage discovery issues and enter stays where good cause has been shown.” *Id.* (citing *Landis v. N. Am. Co.*, 299 U.S. 248, 254 (1936)).

“Generally, courts consider a number of factors when addressing a request to stay.” *Vicchirelli v. New Eng. Linen Supply Co., Inc.*, No. 19-12989, 2020 U.S. Dist. LEXIS 249294, at *3 (D.N.J. Feb. 25, 2020). These factors include: (1) “whether a stay would unduly prejudice or present a clear tactical disadvantage to the non-moving party”; (2) “whether denial of the stay would create a clear case of hardship or inequity for the moving party”; (3) “whether a stay would simplify the issues and the trial of the case”; and (4) “whether discovery is complete and/or a trial date has been set.” *Id.* (quoting *Actelion Pharms. Ltd. v. Apotex Inc.*, No. 12-5743, 2013 U.S. Dist. LEXIS 135524, at *3 (D.N.J. Sept. 6, 2013)).

Here, there is good cause for the imposition of a stay. *Bestwall* also arises from underlying bankruptcy proceedings in the Western District of North Carolina. As described in the moving papers submitted by the Trusts, nine asbestos trusts moved in the District of Delaware to quash similar subpoenas seeking confidential information – the same information sought in this matter – of more than 15,000 trust claimants for the stated purpose of claims estimation. *In re Bestwall LLC*, No. 21-141, 2021 U.S. Dist. LEXIS 102452 (D. Del. June 1, 2021). On June 1, 2021, the Delaware court granted the motion to quash and ordered that any production must be limited to a random sample of no more than ten percent (10%) of the claimants and that the claimant data could be anonymized before production to the debtor.

The debtor, Bestwall, appealed the Delaware Court's decision, and that matter is currently pending before the Third Circuit. *In re Bestwall LLC*, No. 21-2263. The case involves similar subpoenas seeking the very same information at issue here. The issues on appeal include the authority of a district court to quash and/or modify a subpoena issued pursuant to an order from the bankruptcy court in a foreign jurisdiction based upon the same considerations presented here. The appeal has already been briefed and argued. Verus therefore expects that the decision of the Court of Appeals will be rendered in the near future.

There is no undue prejudice or tactical disadvantage to Debtors. In contrast, denial of a stay would impose a hardship and inequity upon Verus in the form of mandatory – and irreversible – disclosure of highly sensitive information despite the possibility that imminently anticipated guidance from the Third Circuit may counsel against such disclosure. The requested stay would, however, simplify the issues in controversy. Discovery and trial scheduling are not applicable concerns to this proceeding. Thus, all factors weigh in favor of a stay and good cause is therefore established. This matter should be stayed until the Third Circuit resolves or clarifies the issues in controversy when it determines the *Bestwall* appeal.

CONCLUSION

For the reasons set forth above, Verus respectfully submits that Debtors' Subpoena should be quashed in its entirety. In the alternative, the Subpoena should be modified to: (1) require production for no more than a statistically significant sample (*e.g.*, ten percent) of claimants and (2) allow Verus to perform anonymization prior to production to Debtors or Bates White. Further, this matter should be stayed pending the resolution of the *In re Bestwall* appeal by the United States Court of Appeals for the Third Circuit.

Respectfully Submitted,

ANSELM & CARVELLI, LLP
210 Park Avenue, Suite 301
Florham Park, New Jersey 07932
973-635-6300
Attorneys for Verus Claim Services, LLC

By: 

Andrew E. Anselmi, Esq.

August 19, 2022

Andrew E. Anselmi, Esq.
ANSELMi & CARVELLI, LLP
210 Park Avenue, Suite 301
Florham Park, NJ 07932
Tele: (973) 635-6300
Fax: (973)635-6363
aanselmi@acllp.com
Attorneys for Verus Claims Services, LLC

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

In re

ALDRICH PUMP LLC, et al.,

Debtors.

Case No.: 22-cv-5116

Underlying Case No.: 20-30608 (JCW)
(United States Bankruptcy Court for
the Western District of North Carolina)

**DECLARATION OF
MARK T. EVELAND**

MARK T. EVELAND, of full age hereby declares under penalty of perjury pursuant to 28 U.S.C. § 1746:

1. I submit this declaration in support of Verus’s motion to quash and to stay, as well as the Motion to Quash Subpoenas and in Support of Stay (ECF Doc. No. 1) filed by the eight third-party asbestos settlement trusts identified below¹ (collectively, the “Trusts”). I make this declaration based on my own personal

¹ The eight trusts are: (i) ACandS Asbestos Settlement Trust; (ii) Combustion Engineering 524(g) Asbestos PI Trust; (iii) G-I Holdings Inc. Asbestos Personal Injury Settlement Trust; (iv) GST Settlement Facility; (v) Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust; (vi) Quigley Company, Inc. Asbestos PI Trust; (vii) T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust; and (viii) Yarway Asbestos Personal Injury Trust.

knowledge, and the facts stated herein are true and correct to the best of my knowledge, information and belief.

2. I am the president of Verus Claims Services, LLC (“Verus”), a third-party claims review facility. Verus is a New Jersey limited liability company with its principal place of business located in Princeton, New Jersey. It is in the business of reviewing claims using its proprietary database, software and review process. Its servers and database – along with the information stored therein that is the subject matter of the Subpoena – are located in a colocation facility in Parsippany, New Jersey with disaster recovery backups in Spartanburg, South Carolina.

3. Verus operates under contract for, among others, the Trusts that are the subject of a subpoena issued by Aldrich Pump LLC and Murray Boiler LLC (together, the “Debtors”) (the “Subpoena”). Verus is not, however, an authorized agent of the Trusts.

4. The Subpoena seeks information regarding approximately twelve thousand (12,000) claimants who may have submitted asbestos-related personal injury claims to one or more of the Trusts.

5. Verus maintains all of the records and documents requested in the Trust Subpoenas.

6. Verus has created a proprietary web-based system to facilitate its claims administration responsibilities, including by significantly reducing turn-around time

and ensuring timely and effective communications between parties to the claims process, giving Verus a competitive advantage in the market. Verus expended substantial effort and money in developing its computer software system and its trust databases, which are proprietary trade secrets that are vital to its business and extremely valuable.

7. Responding to the Trust Subpoenas will expose Verus's proprietary trade secrets to third parties, including competitors such as Bates White LLC ("Bates White"), the Debtors' expert. For example, at great time, expense, and effort, Verus has developed proprietary algorithms that better enable it to evaluate and ultimately determine the value of individual asbestos claims. However, if a competitor, like Bates White, which I understand has access to extensive data from other asbestos defendants receives data such as date of birth, date of death, occupations, jobsites, exposure dates, diagnosis dates, dependents, injury level, earnings information, name and SSN (to cite just a few examples) from Verus in response to the Trust Subpoenas, that competitor or third party can potentially "reverse engineer" the data to recreate Verus's proprietary algorithms. Consequently, Verus's algorithms and trade secrets would lose their value, that competitor would gain an unfair competitive advantage at Verus's expense, and Verus would have to invest additional time and funds to create new algorithms to stay competitive.

8. Verus takes substantial measures to safeguard its software system and trust databases, including: (i) making access to the office keypad-restricted; (ii) installing locks on all internal offices; (iii) securing its servers within a locked data center and behind state-of-the-art hardware and software firewalls; (iv) 24-hour intrusion monitoring of all databases and file servers; (v) 124-bit encryption of all sensitive data transmitted via the internet; (vi) requiring all Verus employees to sign a confidentiality agreement; (vii) requiring dual-factor authentication for all users granted access to the system; and (viii) requiring all law firms to execute an electronic filer agreement with specific provisions barring the firms' designated agents from sharing any proprietary information contained within the system, including review notes, reports, screen prints, or any other information pertaining to the functioning of the Verus system.

9. Verus does not keep the original paper documentation as submitted by a claimant. Instead that information is uploaded into Verus's database by both Verus and/or the claimant's counsel. The original paper documents are then destroyed within six months. Verus then uses information culled from that documentation to evaluate a claim against a specific trust.

10. Verus's comments, notes and annotations are added to the information supplied by the claimant.

11. Claimants submit confidential information to Verus and the Trusts under the expectation of privacy and in furtherance of claim resolution. When a claimant asserts a claim against a Trust, that person is required to provide documentation to support that claim. Additionally, some claimants reside in jurisdictions with heightened privacy protections under local law (such as, for example, the California Consumer Privacy Act or the UK General Data Protection Regulation).

12. Claimants are instructed that all information they provide will be kept confidential. Routinely, that information includes private and personal, medical, family and financial information of the claimants and third parties (spouses / dependents / personal representatives) such as: Social Security Numbers (SSNs), Social Security Administration earning statements, dates of birth, birth certificates, medical records, death certificates, divorce records, tax returns and military records. Claimants may also submit economic loss reports or statements describing the mental and physical disabilities / drug addictions / marital issues / special needs of spouses, children and dependents.

13. Often times, claimants' counsel mistakenly upload the personal information and confidential documents to the incorrect claimants' electronic files.

14. The claim files contain the confidential information of individuals who make no claim of exposure to asbestos containing products, such as the claimant's children, spouses, dependents and personal representatives.

15. The claim files also contain Verus's proprietary work-product and claim notes, such as its proprietary methodology of reviewing and analyzing claimants' medical information as well as Verus's claim processors' review and analysis of the claimant's: (i) physical exams and other physician reports; (ii) X-ray readings and CT scans; (iii) pulmonary function tests; and (iv) pathology and/or autopsy reports. As discussed in paragraph 7, above, providing this proprietary information to a competitor that also holds asbestos claimant data would allow them to recreate the proprietary review method that Verus invested substantial time and money to create.

16. The claim files also contain the claim processors' claim notes and comments, as well as privileged communications with the Trusts and their counsel.

17. Claim files can consist of numerous documents totaling thousands of pages.

18. Pursuant to the confidential Claims Processing Agreements between Verus and the Trusts, information and documents submitted by the claimants are the property of the Trusts.

19. Verus does not maintain one monolithic database containing all claimant data submitted to any of the Trusts. Rather, Verus maintains logical separation of data for each Trust. Except in instances where the same document is submitted by one claimant to multiple trusts, the data is not commingled or shared across trusts or accessible by users without separate access privileges for each trust.

20. In general, the claim forms and the Trust Distribution Procedures require only that claimants provide sufficient exposure history to (a) satisfy the requirements for exposure to the particular defendant's products; and (b) to meet the Significant Occupational Exposure requirements, which require at least five years in a suitable industry and occupation where the claimant was exposed to asbestos in general, of which the claimant was exposed to the defendant's products for at least six months.

21. A claimant could normally satisfy both (a) and (b) above by providing an exposure history consisting of five years out of a potential 30 to 40 year work history.

22. Verus has contractually mandated performance obligations to the Trusts it serves.

23. Complying with the Trust Subpoenas will be labor-intensive and expensive. Verus cannot allocate the resources needed to endlessly respond to

subpoenas and discovery requests in a manner that would negatively impact the performance of its duties required under its contracts with the various Trusts.

24. Besides the obvious delays in claims processing and payment, it is anticipated that the time expended to respond to the Trust Subpoenas will cause Verus delays in: (i) improving its software applications; (ii) performing needed system maintenance and re-design; (iii) generating audits and reports; (iv) implementing policies and performing data analysis which will result in significant delays in processing, making offers on, and paying compensable claims for certain Trusts; (v) invoice production; (vi) monthly new code releases; (vii) administrative work; (viii) responding to claimant inquiries; and (ix) responding to internal requests for assistance.

25. There is no practical (or automatic) means through which Verus can ensure that all of its work-product, notes, thought-process, comments, evaluations and determinations in processing claims have been extracted from each and every field and document across all eight Trust databases.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: August 19, 2022

By: 
Mark T. Eveland

Andrew E. Anselmi, Esq.
ANSELM I & CARVELLI, LLP
210 Park Avenue, Suite 301
Florham Park, NJ 07932
Tele: (973) 635-6300
Fax: (973) 635-6363
aanselmi@acllp.com
Attorneys for Verus Claims Services, LLC

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

In re

ALDRICH PUMP LLC, et al.,

Debtors.

Case No.: 22-cv-5116

Underlying Case No.: 20-30608 (JCW)
(United States Bankruptcy Court for
the Western District of North Carolina)

**DECLARATION OF
ANDREW E. ANSELMI, ESQ.**

ANDREW E. ANSELMI, ESQ., of full age hereby declares under penalty of perjury pursuant to 28 U.S.C. § 1746:

1. I am a partner and director of the law firm of Anselmi & Carvelli, LLP, counsel for interested party Verus Claims Services, LLC (“Verus”) in the above-captioned matter and I am admitted to practice before this Court. I make this Declaration in support of Verus’s Motion to Quash Subpoena and to Stay.

2. Attached hereto as **Exhibit A** is a true and correct copy of the July 1, 2022 Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC issued by the United States Bankruptcy Court for the Western District of North Carolina.

3. Attached hereto as **Exhibit B** is a true and correct copy of the Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises served upon Verus by Debtors Aldrich Pump, LLC and Murray Boiler, LLC.

4. For the reasons set forth in the accompanying Memorandum of Law, Verus respectfully requests that the Court enter an order granting Verus' motion to quash, or alternatively modify, the subpoena and to stay this matter.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: August 19, 2022

By: /s/ Andrew E. Anselmi, Esq.
Andrew E. Anselmi, Esq.

EXHIBIT A

FILED & JUDGMENT ENTERED
Steven T. Salata

July 1 2022

Clerk, U.S. Bankruptcy Court
Western District of North Carolina



J. Craig Whitley
J. Craig Whitley
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION**

In re : Chapter 11
ALDRICH PUMP LLC, *et al.*,¹ : Case No. 20-30608 (JCW)
Debtors. : (Jointly Administered)

**ORDER GRANTING MOTION OF THE DEBTORS
FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

This matter coming before the Court pursuant to the *Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* [Dkt. 1111] (the “Motion”),² filed by Aldrich Pump LLC (“Aldrich”) and Murray Boiler LLC (“Murray”), as debtors and debtors-in-possession in the above-captioned cases (together, the “Debtors”). Based upon a review of the Motion, the objections to the Motion filed by Paddock [Dkt. 1161] and the ACC [Dkt. 1162], the reply in support of the Motion filed by the

¹ The Debtors are the following entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): Aldrich Pump LLC (2290) and Murray Boiler LLC (0679). The Debtors’ address is 800-E Beaty Street, Davidson, North Carolina 28036.
² Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

Debtors [Dkt. 1182], the evidence presented, and the arguments of counsel at the hearing on this matter held on May 26, 2022 (the “May 26 Hearing”), the Court finds good cause for the relief granted herein and hereby ORDERS, ADJUDGES, AND DECREES as follows:

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Adequate notice of the Motion was given and it appears that no other notice need be given (except as set forth herein).

2. For the reasons stated on the record at the May 26 Hearing, which are incorporated herein by reference, the Motion is GRANTED on the terms and conditions set forth herein. All objections to the relief granted herein are OVERRULED, except to the extent stated by the Court on the record at the May 26 Hearing.

3. Upon entry of this Order, the Debtors are authorized to issue and serve subpoenas requesting the data described in paragraph 10 below on:

- a. the Manville Personal Injury Settlement Trust (“Manville Trust”);
- b. the Delaware Claims Processing Facility (“DCPF”) with respect to the following asbestos personal injury trusts whose claims are handled by DCPF (the “DCPF Trusts”):³
 - (i) Armstrong World Industries Asbestos Personal Injury Settlement Trust;
 - (ii) Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust;
 - (iii) Celotex Asbestos Settlement Trust;
 - (iv) DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds);

³ The Debtors also may subpoena the DCPF Trusts to effectuate this Order.

- (v) Federal Mogul U.S. Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferodo);
 - (vi) Flintkote Asbestos Trust;
 - (vii) Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds);
 - (viii) Pittsburgh Corning Corporation Asbestos PI Trust;
 - (ix) United States Gypsum Asbestos Personal Injury Settlement Trust; and
 - (x) WRG Asbestos PI Trust;
- c. Verus Claims Services, LLC (“Verus”⁴ and, collectively with the Manville Trust and DCPF, the “Trust Producing Parties,” and each, individually, a “Trust Producing Party”) with respect to the following asbestos personal injury trusts whose claims are handled by Verus (the “Verus Trusts” and, collectively with the Manville Trust and the DCPF Trusts, the “Trusts”):⁵
- (i) ACandS Asbestos Settlement Trust;
 - (ii) Combustion Engineering 524(g) Asbestos PI Trust;
 - (iii) G-I Holdings Inc. Asbestos Personal Injury Settlement Trust;
 - (iv) GST Settlement Facility;
 - (v) Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust;
 - (vi) Quigley Company, Inc. Asbestos PI Trust;
 - (vii) T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust; and
 - (viii) Yarway Asbestos Personal Injury Trust.

⁴ To the extent that another entity is responsible for managing or otherwise processing claims for the Verus Trusts (as defined herein), including, without limitation, Verus, LLC, the term “Verus” shall include such entity.

⁵ The Debtors also may subpoena the Verus Trusts to effectuate this Order.

4. On or after June 30, 2022, the Debtors are authorized to issue and serve a subpoena requesting the data described in paragraph 11 below on Paddock Enterprises, LLC (“Paddock”).

5. The subpoenas seek evidence that is relevant and necessary to specific purposes in connection with the estimation of the Debtors’ liability for current and future asbestos-related claims and the negotiation, formulation, and confirmation of a plan of reorganization in these cases, specifically: the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the Debtors’ asbestos liability; the estimation of the Debtors’ asbestos liability; and the development and evaluation of trust distribution procedures for any plan of reorganization confirmed in these cases (collectively, such purposes, the “Permitted Purposes”).

6. Bates White, in its capacity as a Retained Expert (as defined herein) for the Debtors, shall create a “Matching Key”, which shall be a list (in electronic, text searchable format) of last names and Social Security numbers (“SSNs”), in separate fields, for claimants who asserted mesothelioma claims against the Debtors, Aldrich’s predecessor, the former Trane Technologies Company LLC, successor by merger to Ingersoll-Rand Company (a former New Jersey Corporation) (“Old IRNJ”), or Murray’s predecessor, the former Trane U.S. Inc. (“Old Trane”) that were resolved by settlement or verdict and for whom the Debtors possess SSNs, as well as the corresponding last names and SSNs of any injured party if different from the claimant (the “Claimants”), as well as a unique numerical pseudonym (the “Claimant Pseudonym”) assigned by Bates White and corresponding to each Claimant. On the same day the Debtors effect service of a subpoena authorized by this order (as applicable, the “Service Date”), Bates White shall provide the Matching Key to the Manville Trust, DCPF, Verus, and Paddock (each,

individually, a “Producing Party” and, collectively, the “Producing Parties”), as applicable. On the earliest Service Date following entry of this Order, Bates White shall also provide the Matching Key to Legal Analysis Systems, Inc. (“LAS”), and Ankura Consulting Group, LLC (“Ankura”), each in its capacity as a Retained Expert (as defined herein) for the ACC, and the FCR, respectively.

7. On or before the twenty-first (21st) day following the applicable Service Date,⁶ DCPF, the Manville Trust, and Verus shall identify the claimants in the Trusts’ databases, and Paddock shall identify the claimants in any claims database within Paddock’s possession, custody, or control whose purpose is or was to track asbestos personal injury claims asserted against Paddock or Owens-Illinois, Inc. (the “Paddock Database”), whose injured party datafields or related claimant datafields match any (a) nine-digit SSN and (b) last name associated with a Claimant and who did not file their Trust claims *pro se* or, in the case of Paddock, who are listed in the Paddock Database as having a claim that was not asserted *pro se* (the “Matching Claimants”). In performing this match, the Producing Parties shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.) but that may be contained in a last-name field, and shall also close spaces between parts of a name (e.g., “Van” or “De”) as necessary to ensure the most comprehensive initial match.

8. On or before the twenty-first (21st) day following the applicable Service Date, the Producing Parties shall also provide to counsel for the Debtors a list of the first and last names and SSNs of claimants in the Trusts’ databases or, in the case of Paddock, in the Paddock

⁶ If any deadline set forth in this Order falls on a Saturday, Sunday, or legal holiday, then such deadline shall be extended to the next day that is not a weekend or legal holiday.

Database, who match the nine-digit SSN of any Claimant but who (a) filed their Trust claims *pro se* or, in the case of Paddock, who appear in the Paddock Database as having asserted a claim *pro se*, (and identify such claimants on the list) or (b) in the view of the Producing Party do not match the last name associated with the Claimant (the “Meet and Confer List”). The Meet and Confer List shall be subject to the same confidentiality and use restrictions as Confidential Data (as defined herein). On or before the thirty-fifth (35th) day following the applicable Service Date, the Debtors and the Producing Parties shall meet and confer concerning whether any of the claimants on the Meet and Confer List should instead be classified as Matching Claimants. On or before the sixtieth (60th) day following the applicable Service Date, the Debtors (and the Debtors’ Retained Experts, as defined herein) shall permanently delete the Meet and Confer List and provide the Producing Parties with written confirmation of such deletion; provided, however, that such deletion deadline shall be extended for each day the meet and confer process between the Debtors, on the one hand, and the Producing Parties, on the other hand, continues after the sixtieth (60th) day following the applicable Service Date. In the event the Debtors and the Producing Parties cannot reach agreement regarding the status of any claimant on the Meet and Confer List, any of them may seek judicial resolution of such dispute.

9. Within seven (7) days of the identification of Matching Claimants in the Trusts’ databases (collectively the “Trust Matching Claimants,” and each, individually, a “Trust Matching Claimant”), whether pursuant to paragraph 7 or paragraph 8 above (and this paragraph 9, as applicable), the Trust Producing Parties shall notify the Trust Matching Claimants’ counsel of record that the relevant Trusts have received a subpoena from the Debtors. The notice from the Trust Producing Parties shall state that the data associated with the Trust Matching Claimants, as described in paragraph 10 below, will be produced if they do not file a motion to

quash the subpoena in the court of compliance for the Trust Producing Party by the later of the forty-ninth (49th) day following the applicable Service Date, or the fourteenth (14th) day following the provision of notice to their counsel of record by the Trust Producing Party. The Trust Producing Parties shall exercise reasonable efforts to provide actual notice to counsel of record in connection with the claim that is the subject of disclosure. If, despite their reasonable efforts, the Trust Producing Party is unable to provide actual notice to counsel of record for a Trust Matching Claimant, including without limitation because counsel of record is unreachable (for example, counsel of record has died, retired, or closed or dissolved his, her or its legal practice), they shall not be required to make a production of data relating to such Trust Matching Claimant (such Trust Matching Claimants being the “Unnoticeable Claimants”). The Trust Producing Parties shall provide the Debtors on or before the thirtieth (30th) day following the applicable Service Date with a list of such Unnoticeable Claimants identifying the counsel that filed the trust claim and counsel of record, if different, and the reasons such counsel of record is unreachable. Unnoticeable Claimants will be added to the Meet and Confer List to enable the Debtors and the Trust Producing Parties to discuss other means, if any, of providing notice to such Trust Matching Claimants. Any Trust Matching Claimant for whom the Debtors and the Trust Producing Party are able to agree on another means of providing notice will no longer be classified as Unnoticeable Claimants. As to all Trust Matching Claimants other than the Unnoticeable Claimants, if a motion to quash is filed by a Trust Matching Claimant in the court of compliance for the Trust Producing Party before the applicable deadlines set forth above in this paragraph 9, the Trust Producing Party will stay the production of any data relating to such Trust Matching Claimant until such motion is resolved. If a motion to quash is not filed by a Trust Matching Claimant in the court of compliance for the Trust Producing Party before the

applicable deadlines set forth above in this paragraph 9, the Trust Producing Party shall produce to the Debtors the data described in paragraph 10 below, relating to the Trust Matching Claimant (other than the Unnoticeable Claimants) on or before the seventh (7th) day after the date by which any motion to quash must be filed (as applicable, the “Trust Production Date”). As to all Matching Claimants identified in the Paddock Database (collectively, the “Paddock Matching Claimants” and each, individually, a “Paddock Matching Claimant”), Paddock shall produce to the Debtors the data described in paragraph 11 below, relating to the Paddock Matching Claimants: (a) for Paddock Matching Claimants identified pursuant to paragraph 7 of this Order, on or before the forty-ninth (49th) day following the Service Date applicable to Paddock; and (b) for any claimant on the Meet and Confer List that the Debtors and Paddock agree, after meeting and conferring, should be classified as a Paddock Matching Claimant pursuant to paragraph 8 of this Order, on or before the later of (i) the forty-ninth (49th) day following the Service Date applicable to Paddock and (ii) the seventh (7th) day following the agreement by the Debtors and Paddock that such claimant should be classified as a Paddock Matching Claimant (as applicable, the “Paddock Production Date”).

10. On or before the applicable Trust Production Date, DCPF, the Manville Trust, and Verus shall produce to Bates White (in electronic database format and, with respect to DCPF and Verus, separately for each Trust) the following information pertaining to each Trust Matching Claimant⁷ (to the extent the relevant Trust databases contain such information) (the “Trust Anonymized Matched Production”):

⁷ For the avoidance of doubt, the terms “Trust Matching Claimant” and “Paddock Matching Claimant” referenced in paragraphs 10 and 11 of this Order include, as applicable, any claimant on the Meet and Confer List that the parties agree, after meeting and conferring, should be classified as a Trust Matching Claimant or Paddock Matching Claimant.

- a. Claimant Pseudonym;
- b. Claimant’s law firm (with email and address of contact person);
- c. Date claim filed against Trust;
- d. Date claim approved by Trust, if approved;
- e. Date claim paid by Trust, if paid;
- f. If not approved or paid, status of claim; and
- g. All exposure-related fields,⁸ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

11. On or before the applicable Paddock Production Date, Paddock shall produce to Bates White (in electronic database format) the following information pertaining to each Paddock Matching Claimant (to the extent the Paddock Database contains such information) (the “Paddock Anonymized Matched Production” and, together with the Trust Anonymized Matched Production, the “Anonymized Matched Productions”):

- a. Claimant Pseudonym;
- b. Claimant’s law firm (with email and address of contact person);
- c. Date claim filed or otherwise asserted;
- d. Jurisdiction and state of filing (if applicable);

⁸ To the extent any names or SSNs appear in any exposure-related field, the Manville Trust, DCPF, and Verus may redact such names and SSNs prior to production of the Trust Anonymized Matched Production. In addition, prior to delivery of the Trust Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Trust Anonymized Matched Production.

- e. Status of claim (e.g., settled, dismissed, plaintiff verdict, defense verdict, settled pending payment, open, etc.);
- f. Date claim resolved, if resolved;
- g. Date claim paid, if paid; and
- h. All exposure-related fields,⁹ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

12. The Anonymized Matched Productions shall be used as follows:

a. Subject to and without in any way limiting the restrictions described in paragraph 13(d) below concerning access to the Matching Key (or information derived therefrom), Retained Experts and Authorized Representatives (each as defined below) of the Debtors, the ACC, the FCR, Trane Technologies Company LLC (“New Trane Technologies”) and Trane U.S., Inc. (“New Trane” and, together with the Debtors, New Trane Technologies, the ACC, and the FCR, the “Parties”), if otherwise entitled to such access pursuant to this Order, may obtain a copy of the Matching Key (or information derived therefrom) and the Anonymized Matched Productions.

b. The Retained Experts (as defined in paragraph 13(d)) shall use the Matching Key only to (i) match and combine the Anonymized Matched Productions, on a

⁹ To the extent any names or SSNs appear in any exposure-related field, Paddock may redact such names and SSNs prior to production of the Paddock Anonymized Matched Production. In addition, prior to delivery of the Paddock Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Paddock Anonymized Matched Production.

claimant-by-claimant basis, with data from the Debtors' database or other sources;

(ii) provide sufficient identifying information from the Matching Key to an Authorized Representative to permit such Authorized Representative to match data from the Anonymized Matched Productions with and analyze individual claims (provided that such identifying information shall be limited to data corresponding to the specific individual claims in the Anonymized Matched Productions that are the subject of individual claims analysis, shall not contain data corresponding to claims that are not the subject of individual claims analysis, and shall not include data beyond that which is strictly necessary to effectuate the individual matches and analysis contemplated by this subdivision (ii)); (iii) verify the accuracy of any matching of data performed by another Authorized Representative; and (iv) defend challenges to the accuracy of any matching of data performed by an Authorized Representative, provided, however, that the Matching Key may be used in the manner described in (i), (ii), (iii), and (iv) only in connection with a Permitted Purpose. No Retained Expert or Authorized Representative shall use the Matching Key, or any portion or element thereof, for any other purpose, and shall not retain any other record of any kind linking the complete set of Claimant Pseudonyms in the Anonymized Matched Productions to the Matching Key.

c. To the extent a Retained Expert uses the Matching Key to match the Anonymized Matched Productions, on a claimant-by-claimant basis, to the Debtors' database or other sources of information, such Retained Expert shall delete from any resulting database the names and SSNs of injured parties and any related claimants (any such database being an "Anonymized Database").

13. The Matching Key (and any portion or extract thereof), the Anonymized Matched Productions, and any Anonymized Databases (together, the “Confidential Data”) shall be deemed “Confidential” pursuant to the *Agreed Protective Order Governing Confidential Information* [Dkt. 345] (the “Protective Order”). In addition to the protections in the Protective Order, the provisions in this Order (which will supersede the Protective Order in the event of any conflict) shall apply, including the following:

a. No Confidential Data shall be disseminated or disclosed, whether in written or electronic form, to any individual other than an individual (1) who has a clear need to know or access the data to perform work in connection with a Permitted Purpose and (2) who is (i) a lawyer, employee, agent, or representative of a law firm representing a Party in connection with these cases, (ii) a lawyer, paralegal, or legal support staff for a Party (and working in a legal role for the Party), or (iii) a Party’s Retained Expert (defined below) in these cases (collectively, the “Authorized Representatives”); provided, however, that the right of access to the Confidential Data hereby conferred on the foregoing persons shall be subject to the conditions precedent set forth in paragraph 13(b) immediately below.

b. Any person exercising a right of access to the Confidential Data shall thereby consent, and be deemed to consent, to be bound by this Order and shall thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order. Without limitation of the generality of the foregoing sentence, as a condition of the right of access to the Confidential Data conferred by paragraph 13(a) above, each entity whose Authorized Representatives will receive access to the Confidential Data and any other

Authorized Representatives not associated with such an entity who will receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacity shall execute a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2. Exhibit A.1 shall be executed on the part of corporations, partnerships, companies, or firms whose Authorized Representatives will receive access to the Confidential Data in the performance of the entity's duties with respect to these bankruptcy cases. Exhibit A.2 shall be signed in an individual capacity by individuals (such as witnesses or self-employed experts) who receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacities, rather than as employees, agents, or representatives of an entity.

c. Any entity whose Authorized Representatives receive access to any Confidential Data and any Authorized Representative who receives access to any Confidential Data in their individual capacity as provided in this Order shall provide for physical, managerial, and electronic security thereof such that the Confidential Data are reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission, and storage. Any electronic transmission of the Confidential Data (including without limitation the Matching Key or any information derived therefrom) must be through a secure encrypted service, and not as an ordinary email attachment.

d. Notwithstanding anything in this Order to the contrary, access to the Matching Key shall be limited to (i) Bates White, LAS, and Ankura, each in its capacity as a retained claims expert for the Debtors, the ACC, and the FCR, respectively, and (ii) to the professional staff employed by such experts (each of (i) and (ii), a

“Retained Expert”), and (iii) such other persons as the Parties and the Producing Parties may agree to in writing from time to time; provided, however, that a Retained Expert shall be permitted to access the Matching Key only in connection with a Permitted Purpose and only if the Retained Expert has a clear need for such access. Any Retained Expert granted access to the Matching Key shall store the Matching Key in a separate, password-protected folder on Retained Expert’s network, accessible only to individuals authorized to access the Matching Key under this paragraph 13(d), and the same data security requirement shall apply to any other person granted access to the Matching Key under this paragraph 13(d). Any electronic transmission of the Matching Key must be through a secure encrypted service, and not as an ordinary email attachment.

e. No claimant-specific data from or derived from any Confidential Data shall be (i) offered as evidence in these bankruptcy cases, (ii) placed on the public record, or (iii) filed with this Court, the District Court, or any reviewing court (including under seal), absent further order by this Court, made after notice of hearing of a motion (with notice to the Producing Parties and claimants provided to their attorneys at the addresses contained in the data produced by the Producing Parties) authorizing such use. Such motion shall be brought by the movant no later than 30 days before such offer or use. The restrictions of this paragraph 13(e) also shall apply to any de-identified data (i.e., data that does not contain claimant-specific details) from or derived from any Confidential Data that could reasonably be used, by cross-referencing publicly available information or otherwise, to determine or reveal a claimant’s identity.

f. If, in connection with a motion pursuant to paragraph 13(e), or any response to such motion, a Party proposes to place any Confidential Data under seal, that

Party shall have the burden of making the showing required for sealing under applicable law.

g. In addition to, and without diminution of any other use restrictions in this Order, unless otherwise ordered by the Court, the Confidential Data shall be used only in connection with a Permitted Purpose.

h. Notwithstanding the foregoing, a Party may use in connection with a Permitted Purpose in this Court, or any reviewing court, summaries or analyses derived from the Confidential Data if such material is redacted so as not to reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 13(e) above.

i. Likewise, nothing herein shall prohibit a Retained Expert with access to the Confidential Data from using or referring to the Confidential Data (in connection with a Permitted Purpose) in an expert report, preparing summaries of information for other experts to rely on, or testifying concerning the Confidential Data, so long as any such testimony, summary, or report does not reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 13(e) above.

14. Pursuant to section 105(a) of the Bankruptcy Code, no Confidential Data shall be subject to subpoena or otherwise discoverable by any person or entity other than the Parties.

15. Within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the "Deletion Date"), the Parties and any Authorized Representatives (and any of their associated entities), including,

without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, including without limitation any person or entity that executed a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2, shall permanently delete such Confidential Data and any excerpts thereof, without in any way retaining, preserving, or copying the Confidential Data or any excerpts thereof; provided, however, that any such data stored on a Party's or Authorized Representative's back-up computer system for the purpose of system recovery or information recovery may be deleted after this period when the applicable back-up copies are deleted in the ordinary course of such Party's or Authorized Representative's operations.

16. Within 30 days after the Deletion Date, the Parties and any Authorized Representatives (and any of their associated entities), including, without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, shall file a declaration made pursuant to 28 U.S.C. § 1746, affirming that he, she or it: (a) used any Confidential Data solely for the Permitted Purposes authorized by this Order; (b) did not share any Confidential Data with any other person or entity except as authorized by this Order or another court order; (c) complied with the restrictions of this Order concerning disclosure of claimant-specific data, including, without limitation, the provisions in paragraph 13(g); and (d) complied with the requirements in paragraph 15 concerning the deletion of any Confidential Data.

17. Subject to the requirements of paragraphs 12 and 13 above, nothing in this Order shall restrict any person's right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in these bankruptcy cases in conformity with this Order, or any data

or material that is or becomes publicly available other than by a breach of this Order; or

- c. any discrete data set or materials developed by or on behalf of such person independent of any Confidential Data.

18. For the avoidance of doubt, nothing in this Order shall prohibit any Party from seeking discovery in connection with a Permitted Purpose with respect to any particular Claimants, including where such Claimants are selected using knowledge gained from the discovery ordered herein, so long as such discovery requests do not disclose any information that is derived solely from or contained exclusively in the Anonymized Matched Productions.

19. The Debtors shall reimburse the Producing Parties for their reasonable and documented expenses in complying with this Order and the subpoenas. The Producing Parties shall have no liability in connection with their compliance with the subpoenas described in this Order.

20. This Court shall retain exclusive jurisdiction to interpret, modify, apply, and enforce this Order to the full extent permitted by law.

This Order has been signed electronically.
The Judge's signature and Court's seal appear
at the top of the Order.

United States Bankruptcy Court

**EXHIBIT A.1 TO ORDER GRANTING MOTION OF THE
DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

**Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: *This joinder must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute a joinder pursuant to paragraph 13(b) of the above-referenced Order.*

A C K N O W L E D G E M E N T

On behalf of my employer, _____ [write in name of employer] (“Employer”), I and Authorized Representatives of Employer may be given access to Confidential Data. The Confidential Data constitutes confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the “Order”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”) in the above-referenced chapter 11 cases. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order.

I have read the Order on behalf of Employer as part of performing its duties to _____ [name of the Party or other client for whom Employer is rendering services in connection with the bankruptcy case]. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Data. By my signature below, Employer, for itself and all of its Authorized Representatives who receive access to any Confidential Data, hereby accepts and agrees to be bound by, and to abide by, those conditions, obligations, and restrictions. On Employer’s behalf, I represent that Employer has made, or will make the Order and this joinder known in advance to all of Employer’s Authorized Representatives who are to receive access to any Confidential Data, so that they will be on notice of Employer’s duties in connection therewith and their own responsibilities to ensure compliance with the Order.

Employer and its Authorized Representatives will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. They will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), Employer will destroy any Confidential Data. Within 30 days after the Deletion Date, Employer will file a declaration in compliance with paragraph 16 of the Order.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Order and this joinder.

I represent that I am duly authorized to execute this joinder on behalf of Employer.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____
Relationship to Employer: _____

EXHIBIT A.2 TO ORDER GRANTING MOTION OF THE DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC

**Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: This joinder must be executed by any individual required to execute a joinder in his or her individual capacity pursuant to paragraph 13(b) of the above-referenced Order.

A C K N O W L E D G E M E N T

I may be given access to certain confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the “Order”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”) in the above-referenced chapter 11 cases.

I have read the Order. Capitalized terms used in this joinder but not otherwise defined herein shall have the meanings ascribed to them in the Order. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Data and hereby accept and agree to be bound by, and to abide by, those conditions, obligations, and restrictions.

I will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. I will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), I will destroy any Confidential Data. Within 30 days after the Deletion Date, I will file a declaration in compliance with paragraph 16 of the Order.

I consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of this Order and this joinder.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____

EXHIBIT B

B2570 (Form 2570 – Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding) (12/15)

UNITED STATES BANKRUPTCY COURT

Western

District of

North Carolina

In re Aldrich Pump LLC, et al.

Debtor

(Complete if issued in an adversary proceeding)

Case No. 20-30608

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

RECEIVED
JUL 05 2022

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: Verus, LLC, 3967 Princeton Pike, Princeton, NJ 08540

(Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: "Order", entered in the above-captioned case, limited to individuals identified in the "Matching Key" described in paragraph 6 of the Order, identifying individuals whose mesothelioma claims the Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020. The Matching Key will be provided by Bates White via secure electronic transmission following service of this subpoena upon identification of the appropriate recipient.

Table with 2 columns: PLACE (Bates White LLC c/o Paul DeFilippo, Wollmuth Maher & Deutsch LLP, 90 Washington Valley Rd., Bedminster, NJ 07921) and DATE AND TIME (See dates in Order)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: PLACE and DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/05/22

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Morgan Hirst
Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Aldrich Pump LLC, et al., who issues or requests this subpoena, are:

Morgan Hirst, Jones Day, 110 N. Wacker Dr., Suite 4800, Chicago, IL 60606, mhirst@jonesday.com, (312) 269-1535

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

B2570 (Form 2570 – Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding) (Page 2)

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

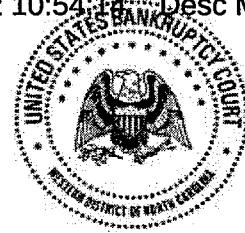
(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...
(g) *Contempt.* The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

FILED & JUDGMENT ENTERED
Steven T. Salata

July 1 2022

Clerk, U.S. Bankruptcy Court
Western District of North Carolina



J. Craig Whitley
J. Craig Whitley
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION**

In re : Chapter 11
: :
ALDRICH PUMP LLC, *et al.*,¹ : Case No. 20-30608 (JCW)
: :
Debtors. : (Jointly Administered)

**ORDER GRANTING MOTION OF THE DEBTORS
FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

This matter coming before the Court pursuant to the *Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* [Dkt. 1111] (the "Motion"),² filed by Aldrich Pump LLC ("Aldrich") and Murray Boiler LLC ("Murray"), as debtors and debtors-in-possession in the above-captioned cases (together, the "Debtors"). Based upon a review of the Motion, the objections to the Motion filed by Paddock [Dkt. 1161] and the ACC [Dkt. 1162], the reply in support of the Motion filed by the

¹ The Debtors are the following entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): Aldrich Pump LLC (2290) and Murray Boiler LLC (0679). The Debtors' address is 800-E Beaty Street, Davidson, North Carolina 28036.

² Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

- (v) Federal Mogul U.S. Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferodo);
 - (vi) Flintkote Asbestos Trust;
 - (vii) Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds);
 - (viii) Pittsburgh Corning Corporation Asbestos PI Trust;
 - (ix) United States Gypsum Asbestos Personal Injury Settlement Trust; and
 - (x) WRG Asbestos PI Trust;
- c. Verus Claims Services, LLC (“Verus”⁴ and, collectively with the Manville Trust and DCPF, the “Trust Producing Parties,” and each, individually, a “Trust Producing Party”) with respect to the following asbestos personal injury trusts whose claims are handled by Verus (the “Verus Trusts” and, collectively with the Manville Trust and the DCPF Trusts, the “Trusts”).⁵
- (i) ACandS Asbestos Settlement Trust;
 - (ii) Combustion Engineering 524(g) Asbestos PI Trust;
 - (iii) G-I Holdings Inc. Asbestos Personal Injury Settlement Trust;
 - (iv) GST Settlement Facility;
 - (v) Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust;
 - (vi) Quigley Company, Inc. Asbestos PI Trust;
 - (vii) T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust; and
 - (viii) Yarway Asbestos Personal Injury Trust.

⁴ To the extent that another entity is responsible for managing or otherwise processing claims for the Verus Trusts (as defined herein), including, without limitation, Verus, LLC, the term “Verus” shall include such entity.

⁵ The Debtors also may subpoena the Verus Trusts to effectuate this Order.

4. On or after June 30, 2022, the Debtors are authorized to issue and serve a subpoena requesting the data described in paragraph 11 below on Paddock Enterprises, LLC ("Paddock").

5. The subpoenas seek evidence that is relevant and necessary to specific purposes in connection with the estimation of the Debtors' liability for current and future asbestos-related claims and the negotiation, formulation, and confirmation of a plan of reorganization in these cases, specifically: the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the Debtors' asbestos liability; the estimation of the Debtors' asbestos liability; and the development and evaluation of trust distribution procedures for any plan of reorganization confirmed in these cases (collectively, such purposes, the "Permitted Purposes").

6. Bates White, in its capacity as a Retained Expert (as defined herein) for the Debtors, shall create a "Matching Key", which shall be a list (in electronic, text searchable format) of last names and Social Security numbers ("SSNs"), in separate fields, for claimants who asserted mesothelioma claims against the Debtors, Aldrich's predecessor, the former Trane Technologies Company LLC, successor by merger to Ingersoll-Rand Company (a former New Jersey Corporation) ("Old IRNJ"), or Murray's predecessor, the former Trane U.S. Inc. ("Old Trane") that were resolved by settlement or verdict and for whom the Debtors possess SSNs, as well as the corresponding last names and SSNs of any injured party if different from the claimant (the "Claimants"), as well as a unique numerical pseudonym (the "Claimant Pseudonym") assigned by Bates White and corresponding to each Claimant. On the same day the Debtors effect service of a subpoena authorized by this order (as applicable, the "Service Date"), Bates White shall provide the Matching Key to the Manville Trust, DCPF, Verus, and Paddock (each,

individually, a “Producing Party” and, collectively, the “Producing Parties”), as applicable. On the earliest Service Date following entry of this Order, Bates White shall also provide the Matching Key to Legal Analysis Systems, Inc. (“LAS”), and Ankura Consulting Group, LLC (“Ankura”), each in its capacity as a Retained Expert (as defined herein) for the ACC, and the FCR, respectively.

7. On or before the twenty-first (21st) day following the applicable Service Date,⁶ DCPF, the Manville Trust, and Verus shall identify the claimants in the Trusts’ databases, and Paddock shall identify the claimants in any claims database within Paddock’s possession, custody, or control whose purpose is or was to track asbestos personal injury claims asserted against Paddock or Owens-Illinois, Inc. (the “Paddock Database”), whose injured party datafields or related claimant datafields match any (a) nine-digit SSN and (b) last name associated with a Claimant and who did not file their Trust claims *pro se* or, in the case of Paddock, who are listed in the Paddock Database as having a claim that was not asserted *pro se* (the “Matching Claimants”). In performing this match, the Producing Parties shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.) but that may be contained in a last-name field, and shall also close spaces between parts of a name (e.g., “Van” or “De”) as necessary to ensure the most comprehensive initial match.

8. On or before the twenty-first (21st) day following the applicable Service Date, the Producing Parties shall also provide to counsel for the Debtors a list of the first and last names and SSNs of claimants in the Trusts’ databases or, in the case of Paddock, in the Paddock

⁶ If any deadline set forth in this Order falls on a Saturday, Sunday, or legal holiday, then such deadline shall be extended to the next day that is not a weekend or legal holiday.

Database, who match the nine-digit SSN of any Claimant but who (a) filed their Trust claims *pro se* or, in the case of Paddock, who appear in the Paddock Database as having asserted a claim *pro se*, (and identify such claimants on the list) or (b) in the view of the Producing Party do not match the last name associated with the Claimant (the “Meet and Confer List”). The Meet and Confer List shall be subject to the same confidentiality and use restrictions as Confidential Data (as defined herein). On or before the thirty-fifth (35th) day following the applicable Service Date, the Debtors and the Producing Parties shall meet and confer concerning whether any of the claimants on the Meet and Confer List should instead be classified as Matching Claimants. On or before the sixtieth (60th) day following the applicable Service Date, the Debtors (and the Debtors’ Retained Experts, as defined herein) shall permanently delete the Meet and Confer List and provide the Producing Parties with written confirmation of such deletion; provided, however, that such deletion deadline shall be extended for each day the meet and confer process between the Debtors, on the one hand, and the Producing Parties, on the other hand, continues after the sixtieth (60th) day following the applicable Service Date. In the event the Debtors and the Producing Parties cannot reach agreement regarding the status of any claimant on the Meet and Confer List, any of them may seek judicial resolution of such dispute.

9. Within seven (7) days of the identification of Matching Claimants in the Trusts’ databases (collectively the “Trust Matching Claimants,” and each, individually, a “Trust Matching Claimant”), whether pursuant to paragraph 7 or paragraph 8 above (and this paragraph 9, as applicable), the Trust Producing Parties shall notify the Trust Matching Claimants’ counsel of record that the relevant Trusts have received a subpoena from the Debtors. The notice from the Trust Producing Parties shall state that the data associated with the Trust Matching Claimants, as described in paragraph 10 below, will be produced if they do not file a motion to

quash the subpoena in the court of compliance for the Trust Producing Party by the later of the forty-ninth (49th) day following the applicable Service Date, or the fourteenth (14th) day following the provision of notice to their counsel of record by the Trust Producing Party. The Trust Producing Parties shall exercise reasonable efforts to provide actual notice to counsel of record in connection with the claim that is the subject of disclosure. If, despite their reasonable efforts, the Trust Producing Party is unable to provide actual notice to counsel of record for a Trust Matching Claimant, including without limitation because counsel of record is unreachable (for example, counsel of record has died, retired, or closed or dissolved his, her or its legal practice), they shall not be required to make a production of data relating to such Trust Matching Claimant (such Trust Matching Claimants being the "Unnoticeable Claimants"). The Trust Producing Parties shall provide the Debtors on or before the thirtieth (30th) day following the applicable Service Date with a list of such Unnoticeable Claimants identifying the counsel that filed the trust claim and counsel of record, if different, and the reasons such counsel of record is unreachable. Unnoticeable Claimants will be added to the Meet and Confer List to enable the Debtors and the Trust Producing Parties to discuss other means, if any, of providing notice to such Trust Matching Claimants. Any Trust Matching Claimant for whom the Debtors and the Trust Producing Party are able to agree on another means of providing notice will no longer be classified as Unnoticeable Claimants. As to all Trust Matching Claimants other than the Unnoticeable Claimants, if a motion to quash is filed by a Trust Matching Claimant in the court of compliance for the Trust Producing Party before the applicable deadlines set forth above in this paragraph 9, the Trust Producing Party will stay the production of any data relating to such Trust Matching Claimant until such motion is resolved. If a motion to quash is not filed by a Trust Matching Claimant in the court of compliance for the Trust Producing Party before the

applicable deadlines set forth above in this paragraph 9, the Trust Producing Party shall produce to the Debtors the data described in paragraph 10 below, relating to the Trust Matching Claimant (other than the Unnoticeable Claimants) on or before the seventh (7th) day after the date by which any motion to quash must be filed (as applicable, the “Trust Production Date”). As to all Matching Claimants identified in the Paddock Database (collectively, the “Paddock Matching Claimants” and each, individually, a “Paddock Matching Claimant”), Paddock shall produce to the Debtors the data described in paragraph 11 below, relating to the Paddock Matching Claimants: (a) for Paddock Matching Claimants identified pursuant to paragraph 7 of this Order, on or before the forty-ninth (49th) day following the Service Date applicable to Paddock; and (b) for any claimant on the Meet and Confer List that the Debtors and Paddock agree, after meeting and conferring, should be classified as a Paddock Matching Claimant pursuant to paragraph 8 of this Order, on or before the later of (i) the forty-ninth (49th) day following the Service Date applicable to Paddock and (ii) the seventh (7th) day following the agreement by the Debtors and Paddock that such claimant should be classified as a Paddock Matching Claimant (as applicable, the “Paddock Production Date”).

10. On or before the applicable Trust Production Date, DCPF, the Manville Trust, and Verus shall produce to Bates White (in electronic database format and, with respect to DCPF and Verus, separately for each Trust) the following information pertaining to each Trust Matching Claimant⁷ (to the extent the relevant Trust databases contain such information) (the “Trust Anonymized Matched Production”):

⁷ For the avoidance of doubt, the terms “Trust Matching Claimant” and “Paddock Matching Claimant” referenced in paragraphs 10 and 11 of this Order include, as applicable, any claimant on the Meet and Confer List that the parties agree, after meeting and conferring, should be classified as a Trust Matching Claimant or Paddock Matching Claimant.

- a. Claimant Pseudonym;
- b. Claimant's law firm (with email and address of contact person);
- c. Date claim filed against Trust;
- d. Date claim approved by Trust, if approved;
- e. Date claim paid by Trust, if paid;
- f. If not approved or paid, status of claim; and
- g. All exposure-related fields,⁸ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

11. On or before the applicable Paddock Production Date, Paddock shall produce to Bates White (in electronic database format) the following information pertaining to each Paddock Matching Claimant (to the extent the Paddock Database contains such information) (the "Paddock Anonymized Matched Production" and, together with the Trust Anonymized Matched Production, the "Anonymized Matched Productions"):

- a. Claimant Pseudonym;
- b. Claimant's law firm (with email and address of contact person);
- c. Date claim filed or otherwise asserted;
- d. Jurisdiction and state of filing (if applicable);

⁸ To the extent any names or SSNs appear in any exposure-related field, the Manville Trust, DCPF, and Verus may redact such names and SSNs prior to production of the Trust Anonymized Matched Production. In addition, prior to delivery of the Trust Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Trust Anonymized Matched Production.

- e. Status of claim (e.g., settled, dismissed, plaintiff verdict, defense verdict, settled pending payment, open, etc.);
- f. Date claim resolved, if resolved;
- g. Date claim paid, if paid; and
- h. All exposure-related fields,⁹ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

12. The Anonymized Matched Productions shall be used as follows:

a. Subject to and without in any way limiting the restrictions described in paragraph 13(d) below concerning access to the Matching Key (or information derived therefrom), Retained Experts and Authorized Representatives (each as defined below) of the Debtors, the ACC, the FCR, Trane Technologies Company LLC ("New Trane Technologies") and Trane U.S., Inc. ("New Trane" and, together with the Debtors, New Trane Technologies, the ACC, and the FCR, the "Parties"), if otherwise entitled to such access pursuant to this Order, may obtain a copy of the Matching Key (or information derived therefrom) and the Anonymized Matched Productions.

b. The Retained Experts (as defined in paragraph 13(d)) shall use the Matching Key only to (i) match and combine the Anonymized Matched Productions, on a

⁹ To the extent any names or SSNs appear in any exposure-related field, Paddock may redact such names and SSNs prior to production of the Paddock Anonymized Matched Production. In addition, prior to delivery of the Paddock Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Paddock Anonymized Matched Production.

claimant-by-claimant basis, with data from the Debtors' database or other sources;

(ii) provide sufficient identifying information from the Matching Key to an Authorized Representative to permit such Authorized Representative to match data from the Anonymized Matched Productions with and analyze individual claims (provided that such identifying information shall be limited to data corresponding to the specific individual claims in the Anonymized Matched Productions that are the subject of individual claims analysis, shall not contain data corresponding to claims that are not the subject of individual claims analysis, and shall not include data beyond that which is strictly necessary to effectuate the individual matches and analysis contemplated by this subdivision (ii)); (iii) verify the accuracy of any matching of data performed by another Authorized Representative; and (iv) defend challenges to the accuracy of any matching of data performed by an Authorized Representative, provided, however, that the Matching Key may be used in the manner described in (i), (ii), (iii), and (iv) only in connection with a Permitted Purpose. No Retained Expert or Authorized Representative shall use the Matching Key, or any portion or element thereof, for any other purpose, and shall not retain any other record of any kind linking the complete set of Claimant Pseudonyms in the Anonymized Matched Productions to the Matching Key.

c. To the extent a Retained Expert uses the Matching Key to match the Anonymized Matched Productions, on a claimant-by-claimant basis, to the Debtors' database or other sources of information, such Retained Expert shall delete from any resulting database the names and SSNs of injured parties and any related claimants (any such database being an "Anonymized Database").

13. The Matching Key (and any portion or extract thereof), the Anonymized Matched Productions, and any Anonymized Databases (together, the “Confidential Data”) shall be deemed “Confidential” pursuant to the *Agreed Protective Order Governing Confidential Information* [Dkt. 345] (the “Protective Order”). In addition to the protections in the Protective Order, the provisions in this Order (which will supersede the Protective Order in the event of any conflict) shall apply, including the following:

a. No Confidential Data shall be disseminated or disclosed, whether in written or electronic form, to any individual other than an individual (1) who has a clear need to know or access the data to perform work in connection with a Permitted Purpose and (2) who is (i) a lawyer, employee, agent, or representative of a law firm representing a Party in connection with these cases, (ii) a lawyer, paralegal, or legal support staff for a Party (and working in a legal role for the Party), or (iii) a Party’s Retained Expert (defined below) in these cases (collectively, the “Authorized Representatives”); provided, however, that the right of access to the Confidential Data hereby conferred on the foregoing persons shall be subject to the conditions precedent set forth in paragraph 13(b) immediately below.

b. Any person exercising a right of access to the Confidential Data shall thereby consent, and be deemed to consent, to be bound by this Order and shall thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order. Without limitation of the generality of the foregoing sentence, as a condition of the right of access to the Confidential Data conferred by paragraph 13(a) above, each entity whose Authorized Representatives will receive access to the Confidential Data and any other

Authorized Representatives not associated with such an entity who will receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacity shall execute a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2. Exhibit A.1 shall be executed on the part of corporations, partnerships, companies, or firms whose Authorized Representatives will receive access to the Confidential Data in the performance of the entity's duties with respect to these bankruptcy cases. Exhibit A.2 shall be signed in an individual capacity by individuals (such as witnesses or self-employed experts) who receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacities, rather than as employees, agents, or representatives of an entity.

c. Any entity whose Authorized Representatives receive access to any Confidential Data and any Authorized Representative who receives access to any Confidential Data in their individual capacity as provided in this Order shall provide for physical, managerial, and electronic security thereof such that the Confidential Data are reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission, and storage. Any electronic transmission of the Confidential Data (including without limitation the Matching Key or any information derived therefrom) must be through a secure encrypted service, and not as an ordinary email attachment.

d. Notwithstanding anything in this Order to the contrary, access to the Matching Key shall be limited to (i) Bates White, LAS, and Ankura, each in its capacity as a retained claims expert for the Debtors, the ACC, and the FCR, respectively, and (ii) to the professional staff employed by such experts (each of (i) and (ii), a

“Retained Expert”), and (iii) such other persons as the Parties and the Producing Parties may agree to in writing from time to time; provided, however, that a Retained Expert shall be permitted to access the Matching Key only in connection with a Permitted Purpose and only if the Retained Expert has a clear need for such access. Any Retained Expert granted access to the Matching Key shall store the Matching Key in a separate, password-protected folder on Retained Expert’s network, accessible only to individuals authorized to access the Matching Key under this paragraph 13(d), and the same data security requirement shall apply to any other person granted access to the Matching Key under this paragraph 13(d). Any electronic transmission of the Matching Key must be through a secure encrypted service, and not as an ordinary email attachment.

e. No claimant-specific data from or derived from any Confidential Data shall be (i) offered as evidence in these bankruptcy cases, (ii) placed on the public record, or (iii) filed with this Court, the District Court, or any reviewing court (including under seal), absent further order by this Court, made after notice of hearing of a motion (with notice to the Producing Parties and claimants provided to their attorneys at the addresses contained in the data produced by the Producing Parties) authorizing such use. Such motion shall be brought by the movant no later than 30 days before such offer or use. The restrictions of this paragraph 13(e) also shall apply to any de-identified data (i.e., data that does not contain claimant-specific details) from or derived from any Confidential Data that could reasonably be used, by cross-referencing publicly available information or otherwise, to determine or reveal a claimant’s identity.

f. If, in connection with a motion pursuant to paragraph 13(e), or any response to such motion, a Party proposes to place any Confidential Data under seal, that

Party shall have the burden of making the showing required for sealing under applicable law.

g. In addition to, and without diminution of any other use restrictions in this Order, unless otherwise ordered by the Court, the Confidential Data shall be used only in connection with a Permitted Purpose.

h. Notwithstanding the foregoing, a Party may use in connection with a Permitted Purpose in this Court, or any reviewing court, summaries or analyses derived from the Confidential Data if such material is redacted so as not to reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 13(e) above.

i. Likewise, nothing herein shall prohibit a Retained Expert with access to the Confidential Data from using or referring to the Confidential Data (in connection with a Permitted Purpose) in an expert report, preparing summaries of information for other experts to rely on, or testifying concerning the Confidential Data, so long as any such testimony, summary, or report does not reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 13(e) above.

14. Pursuant to section 105(a) of the Bankruptcy Code, no Confidential Data shall be subject to subpoena or otherwise discoverable by any person or entity other than the Parties.

15. Within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the "Deletion Date"), the Parties and any Authorized Representatives (and any of their associated entities), including,

without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, including without limitation any person or entity that executed a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2, shall permanently delete such Confidential Data and any excerpts thereof, without in any way retaining, preserving, or copying the Confidential Data or any excerpts thereof; provided, however, that any such data stored on a Party's or Authorized Representative's back-up computer system for the purpose of system recovery or information recovery may be deleted after this period when the applicable back-up copies are deleted in the ordinary course of such Party's or Authorized Representative's operations.

16. Within 30 days after the Deletion Date, the Parties and any Authorized Representatives (and any of their associated entities), including, without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, shall file a declaration made pursuant to 28 U.S.C. § 1746, affirming that he, she or it: (a) used any Confidential Data solely for the Permitted Purposes authorized by this Order; (b) did not share any Confidential Data with any other person or entity except as authorized by this Order or another court order; (c) complied with the restrictions of this Order concerning disclosure of claimant-specific data, including, without limitation, the provisions in paragraph 13(g); and (d) complied with the requirements in paragraph 15 concerning the deletion of any Confidential Data.

17. Subject to the requirements of paragraphs 12 and 13 above, nothing in this Order shall restrict any person's right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in these bankruptcy cases in conformity with this Order, or any data

or material that is or becomes publicly available other than by a breach of this Order; or

- c. any discrete data set or materials developed by or on behalf of such person independent of any Confidential Data.

18. For the avoidance of doubt, nothing in this Order shall prohibit any Party from seeking discovery in connection with a Permitted Purpose with respect to any particular Claimants, including where such Claimants are selected using knowledge gained from the discovery ordered herein, so long as such discovery requests do not disclose any information that is derived solely from or contained exclusively in the Anonymized Matched Productions.

19. The Debtors shall reimburse the Producing Parties for their reasonable and documented expenses in complying with this Order and the subpoenas. The Producing Parties shall have no liability in connection with their compliance with the subpoenas described in this Order.

20. This Court shall retain exclusive jurisdiction to interpret, modify, apply, and enforce this Order to the full extent permitted by law.

This Order has been signed electronically.
The Judge's signature and Court's seal appear
at the top of the Order.

United States Bankruptcy Court

EXHIBIT A.1 TO ORDER GRANTING MOTION OF THE DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC

**Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: This joinder must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute a joinder pursuant to paragraph 13(b) of the above-referenced Order.

ACKNOWLEDGEMENT

On behalf of my employer, _____ [write in name of employer] ("Employer"), I and Authorized Representatives of Employer may be given access to Confidential Data. The Confidential Data constitutes confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the "Order"), entered by the United States Bankruptcy Court for the Western District of North Carolina (the "Bankruptcy Court") in the above-referenced chapter 11 cases. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order.

I have read the Order on behalf of Employer as part of performing its duties to _____ [name of the Party or other client for whom Employer is rendering services in connection with the bankruptcy case]. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Data. By my signature below, Employer, for itself and all of its Authorized Representatives who receive access to any Confidential Data, hereby accepts and agrees to be bound by, and to abide by, those conditions, obligations, and restrictions. On Employer's behalf, I represent that Employer has made, or will make the Order and this joinder known in advance to all of Employer's Authorized Representatives who are to receive access to any Confidential Data, so that they will be on notice of Employer's duties in connection therewith and their own responsibilities to ensure compliance with the Order.

Employer and its Authorized Representatives will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. They will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the "Deletion Date"), Employer will destroy any Confidential Data. Within 30 days after the Deletion Date, Employer will file a declaration in compliance with paragraph 16 of the Order.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Order and this joinder.

I represent that I am duly authorized to execute this joinder on behalf of Employer.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____
Relationship to Employer: _____

EXHIBIT A.2 TO ORDER GRANTING MOTION OF THE DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC

**Re: *In re Aldrich Pump LLC, et al.*
Case No. 20-30608 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: This joinder must be executed by any individual required to execute a joinder in his or her individual capacity pursuant to paragraph 13(b) of the above-referenced Order.

A C K N O W L E D G E M E N T

I may be given access to certain confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the "Order"), entered by the United States Bankruptcy Court for the Western District of North Carolina (the "Bankruptcy Court") in the above-referenced chapter 11 cases.

I have read the Order. Capitalized terms used in this joinder but not otherwise defined herein shall have the meanings ascribed to them in the Order. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to the Confidential Data and hereby accept and agree to be bound by, and to abide by, those conditions, obligations, and restrictions.

I will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. I will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the "Deletion Date"), I will destroy any Confidential Data. Within 30 days after the Deletion Date, I will file a declaration in compliance with paragraph 16 of the Order.

I consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of this Order and this joinder.

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____

Andrew E. Anselmi, Esq.
ANSELMI & CARVELLI, LLP
210 Park Avenue, Suite 301
Florham Park, NJ 07932
Tele: (973) 635-6300
Fax: (973)635-6363
aanselmi@acllp.com
Attorneys for Verus Claims Services, LLC

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

In re
ALDRICH PUMP LLC, et al.,
Debtors.

Case No.: 22-cv-5116

**[PROPOSED] ORDER GRANTING MOTION
TO QUASH SUBPOENA AND TO STAY**

Upon consideration of: the August 19, 2022 motion of interested party Verus Claims Services, LLC (“Verus”), though its attorneys, Anselmi & Carvelli, LLP, for the entry of an Order (1) quashing – or, in the alternative modifying – the subpoena served upon Verus by Debtors, and (2) staying this matter pending resolution of a related matter; and all papers submitted by the parties in support of or opposition to the motion; and it appearing that this Court has jurisdiction over the motion; and it appearing that notice of the motion was adequate and proper under the circumstances of this case and that no further notice is required; and upon the motion, submissions

and the proceedings before the Court; and upon due deliberation, and good and sufficient cause having been shown:

IT IS on this _____ day of _____ 2022, **ORDERED** that:

- 1. Verus’s motion to stay this matter is GRANTED as follows:
 - a. This matter is hereby STAYED pending the outcome of the appeal pending before the United States Court of Appeals for the Third Circuit in the matter of *In re Bestwall*, 21-2263; and
 - b. Notice of this decision shall be provided to all parties via ECF.

- or, alternatively -

- 2. Verus’s motion to quash the subpoena is GRANTED as follows:
 - a. The Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Bankruptcy Case (or Adversary Proceeding) served upon Verus by Debtors is hereby vacated and Verus need not make any response to the subpoena;
 - b. The Clerk is directed to enter judgment in favor of Verus; and
 - c. Notice of this decision shall be provided to all parties via ECF.

The Hon. _____, U.S.D.J.

Andrew E. Anselmi, Esq.
ANSELMi & CARVELLI, LLP
210 Park Avenue, Suite 301
Florham Park, NJ 07932
Tele: (973) 635-6300
Fax: (973) 635-6363
aanselmi@acllp.com
Attorneys for Verus Claims Services, LLC

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

In re
ALDRICH PUMP LLC, et al.,
Debtors.

Case No.: 22-cv-5116

Underlying Case No.: 20-30608 (JCW)
(United States Bankruptcy Court for
the Western District of North Carolina)

**RULE 7.1 CORPORATE
DISCLOSURE STATEMENT**

PURSUANT TO FED. R. CIV. P. 7.1, the undersigned, counsel of record for interested party Verus Claims Services, LLC (“Verus”), hereby certifies that Verus has no parent corporation and that no publicly held corporation owns 10% or more of the membership interests in Verus.

ANSELMi & CARVELLI, LLP

By: 

Andrew E. Anselmi, Esq.

Dated: August 19, 2022

210 Park Avenue, Suite 301
Florham Park, New Jersey 07932
973-635-6300
Attorneys for Verus Claims Services, LLC

CIVIL COVER SHEET to Motion to Quash/Compel/Enforce Page 1 of 2

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS AC&S Asbestos Settlement Trust, Combustion Engineering 24(g) Asbestos PI Trust, G-I Holdings Inc. Asbestos Personal Injury Settlement Trust, GST Settlement Facility; (see attached)

(b) County of Residence of First Listed Plaintiff New Castle County, DE (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Lowenstein Sandler LLP One Lowenstein Drive, Roseland, NJ 07068 973.597.2500 (see attached)

DEFENDANTS Aldrich Pump LLC & Murray Boiler LLC

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known) See Attached

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Personal Injury, Real Property, Labor, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1782(a).

Brief description of cause: Motion to Quash

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

8/19/2022

Lynda Bemel

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

CIVIL COVER SHEET ATTACHMENT
Case 3:22-cv-05116

Additional Plaintiffs/Petitioners:

- Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust
- Quigley Company, Inc. Asbestos PI Trust
- T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust
- Yarway Asbestos Personal Injury Trust

Attorneys for Plaintiffs/Petitioners:

Lynda Bennett
Michael A. Kaplan
Rachel M. Dikovics
LOWENSTEIN SANDLER LLP
One Lowenstein Drive
Roseland, NJ 07068
Ph: 973.597.2500
Fax: 973.597.2400
lbennett@lowenstein.com
mkaplan@lowenstein.com
rdikovics@lowenstein.com

Attorneys for Defendants/Respondents:

Morgan Hirst, Esq.
JONES DAY
110 N. Wacker Drive, Suite 4800
Chicago, Illinois 60606
mhirst@jonesday.com

C. Michael Evert, Jr., Esq.
EVERT WEATHERSBY HOUFF
3455 Peachtree Road NE, Suite 1550
Atlanta, GA 30326
cmevert@ewhlaw.com

Paul DeFilippo, Esq.
**WOLLMUTH MAHER &
DEUTSCH LLP**
90 Washington Valley Road
Bedminster, New Jersey 07921
pdefilippo@wmd-law.com

Zachary D. Wellbrock, Esq.
ANSEMI & CARVELLI, LLP
210 Park Avenue, Suite 301
Florham Park, NJ 07932
Tele: (973) 635-6300
Fax: (973)635-6363
zwellbrock@acllp.com
Attorneys for Verus Claims Services, LLC

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

In re

ALDRICH PUMP LLC, et al.,

Debtors.

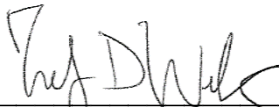
Case No.: 22-cv-5116

Underlying Case No.: 20-30608 (JCW)
(United States Bankruptcy Court for
the Western District of North Carolina)

NOTICE OF APPEARANCE

PLEASE TAKE NOTICE that Zachary D. Wellbrock, Esq. of Anselmi & Carvelli, LLP hereby enters an appearance as counsel for interested party Verus Claims Services, LLC, along with Andrew E. Anselmi, Esq. (already appearing), and requests that copies of all papers filed in this action be served upon the undersigned.

ANSEMI & CARVELLI, LLP

By:  _____

Dated: August 19, 2022

Zachary D. Wellbrock, Esq.
210 Park Avenue, Suite 301
Florham Park, New Jersey 07932
973-635-6300
Attorneys for Verus Claims Services, LLC



Lynda A. Bennett
Partner

One Lowenstein Drive
Roseland, New Jersey 07068

T: 973-597-6338
F: 973-597-6339
E: lbennett@lowenstein.com

August 25, 2022

VIA ECF

Hon. Tonianne J. Bongiovanni, U.S.M.J.
Clarkson S. Fisher Building and U.S. Courthouse
402 East State Street
Trenton, New Jersey 08608

Re: AC&S Asbestos Settlement Trust, et al. v. Aldrich Pump LLC et al.
Case No.: 3-22-cv-05116

Dear Judge Bongiovanni:

This law firm represents the eight third-party asbestos settlement trusts identified below¹ (collectively, the “**Trusts**”) in the above-captioned action. We write regarding the Trusts’ August 19, 2022 Motion to Quash Subpoenas and In Support of Stay (Dkt. No. 1) (the “**Motion**”).

The Trusts took the position in the Motion that the Motion’s disposition should be stayed pending the outcome of a related appeal in the United States Court of Appeals for the Third Circuit in *In re Bestwall LLC*, No. 21-2263. As of the Motion’s filing, *Bestwall* had been briefed and argued, but a decision had not been issued. On August 24, 2022, however, the Third Circuit issued its opinion, attached hereto as **Exhibit A**.

The Trusts will address the substance of the Third Circuit’s decision in their Reply Brief. In the meantime, because the decision on which the Trusts’ request for a stay was based has been issued, the Trusts hereby withdraw their request for a stay of the Motion.

We thank the Court for its time and consideration.

Respectfully submitted,

s/ Lynda A. Bennett

Lynda A. Bennett, Esq.

cc: All Counsel of Record (via ECF and email)

¹ The eight trusts are: (i) ACandS Asbestos Settlement Trust; (ii) Combustion Engineering 524(g) Asbestos PI Trust; (iii) G-I Holdings Inc. Asbestos Personal Injury Settlement Trust; (iv) GST Settlement Facility; (v) Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust; (vi) Quigley Company, Inc. Asbestos PI Trust; (vii) T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust; and (viii) Yarway Asbestos Personal Injury Trust.

EXHIBIT A

PRECEDENTIAL

UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT

No. 21-2263

In re: BESTWALL LLC, f/k/a Georgia-Pacific LLC,
Appellant

BESTWALL LLC,
Appellant

v.

ARMSTRONG WORLD INDUSTRIES, INC. ASBESTOS
PERSONAL INJURY SETTLEMENT TRUST; CELOTEX
ASBESTOS SETTLEMENT TRUST; FLINTKOTE
ASBESTOS TRUST; PITTSBURGH CORNING
CORPORATION PERSONAL INJURY SETTLEMENT
TRUST; WRG ASBESTOS PI TRUST; FEDERAL-MOGUL
ASBESTOS PERSONAL INJURY TRUST; BABCOCK &
WILCOX COMPANY ASBESTOS PI TRUST; UNITED
STATES GYPSUM ASBESTOS PERSONAL INJURY
SETTLEMENT TRUST; OWENS CORNING /
FIBREBOARD ASBESTOS PERSONAL INJURY TRUST;
AND DII INDUSTRIES, LLC ASBESTOS PI TRUST; *et al.*,
Appellees

individual ... Trusts (or the individual claimants) might have to such subpoenas.” (J.A. at 136 n.6.) And yet, despite being given notice of the effort to access their information, none of the Trusts appeared in the Bankruptcy Court to object to the Rule 2004 Motion. They were, it seems, content to let the Facility do the talking for them.

Following extensive briefing, record development, and a two-day hearing that included argument from the Facility, the North Carolina Bankruptcy Court granted the Rule 2004 Motion. In its order (the “Rule 2004 Order”), it authorized Bestwall to serve subpoenas on the Facility “with respect to” the Trusts and to serve subpoenas on the Trusts themselves, “if necessary to effectuate this Order.” (J.A. at 51-52.) It also imposed several measures to protect the confidentiality of the data, including a requirement of post-production anonymization by Bestwall’s expert. While it did not adopt the Facility’s requested restrictions of random sampling and pre-production anonymization, it did establish procedures for “Matching Claimants” to file motions to quash.⁷

Bestwall proceeded to serve the subpoenas in Delaware on the Facility and each of the Trusts. Two weeks later, the Trusts – but not the Facility – moved in the District Court in Delaware to quash or modify the subpoenas. They made the same arguments about overbreadth and confidentiality that the Facility had made in the North Carolina Bankruptcy Court, and

⁷ A “Matching Claimant” was defined in the Rule 2004 Order as (and is used herein to mean) any claimant who appeared in both the Trusts’ and Bestwall’s databases and was represented by counsel in submitting a claim.

Although a discovery order is typically not final, and hence not appealable, we deem it final when the appellant would have no other avenue for obtaining review because the order in question was issued by a court other than the one adjudicating the underlying case. *In re Madden*, 151 F.3d 125, 127 (3d Cir. 1998). The District Court’s order here fits that bill. Appeals from Bestwall’s bankruptcy proceedings will eventually go to the Fourth Circuit, which lacks jurisdiction to review the District Court’s order quashing the subpoenas, so Bestwall’s only “means ... to obtain appellate review” of that order lies with us. *Id.*¹⁰

The Matching Claimants nonetheless contend the order was not final because it quashed the subpoenas without prejudice to Bestwall’s right to seek enforcement of different, narrower subpoenas. But, as the very statement of that argument confirms, the District Court granted the motion to quash *with* prejudice to Bestwall’s right to enforce the originally issued subpoenas. We therefore have jurisdiction to hear Bestwall’s appeal.

We review for abuse of discretion the District Court’s decision to quash the subpoenas. *Wedgewood Vill. Pharmacy, Inc. v. United States*, 421 F.3d 263, 268 n.5 (3d Cir. 2005). Such a decision will be disturbed only if it “rests upon a clearly erroneous finding of fact, an errant conclusion of law[,] or an improper application of law to fact.” *Id.* (quoting *NLRB v. Frazier*, 966 F.2d 812, 815 (3d Cir. 1992)). “Application of

¹⁰ Appeals from the U.S. District Court for the District of Delaware necessarily come to our Court. 28 U.S.C. §§ 41, 1294(1).

In the District Court, Bestwall contended that the Facility is “the claims administration and processing agent” for the Trusts, “was an active participant in [the North Carolina Bankruptcy Court] litigation,” and “raised ... identical objections” in that court as the Trusts were again pressing in the District Court. (J.A. at 314.) Bestwall explicitly and repeatedly argued that the Rule 2004 Order was “binding on the [Trusts]”; that the Trusts “were on notice of the [Rule 2004 Motion] since its filing”; and that the Trusts’ “efforts to collaterally attack [the Rule 2004 Order] should be rejected.” (J.A. at 315, 321; *see also* J.A. at 322-23.) Those assertions were sufficient to put the District Court and the parties on notice of the substance of Bestwall’s claim that the Trusts were bound by the outcome of the Rule 2004 Motion, and indeed, both the District Court and the Trusts understood Bestwall’s argument to be that the motion to quash was “an improper collateral attack” on the Rule 2004 Order. (J.A. at 16, 451.)

The Matching Claimants, too, were on notice of Bestwall’s position that the motion to quash was an improper effort to relitigate the Rule 2004 Motion. In fact, Bestwall objected to the joinder in the motion to quash by one group of claimants – a group that had also participated in the North Carolina Bankruptcy Court proceedings – on the grounds that the joinder was “yet another collateral attack” on the Rule 2004 Order because the claimants had “had every opportunity to object to the [Rule 2004] Motion[.]” (D.I. 18 at 2.) And, in any event, none of the Matching Claimants joined in the motion to quash until it was fully briefed and under consideration, so they cannot fairly complain that Bestwall did not preemptively direct its arguments at them. The collateral estoppel issue is rightly before us.

C. The Rule 2004 Order Has Preclusive Effect

On the merits, Bestwall argues that issue preclusion bars the Trusts and the Matching Claimants from relitigating the Rule 2004 Motion because the Facility had already represented their interests before the North Carolina Bankruptcy Court and had come up short. Collateral estoppel prohibits a party from relitigating an issue when: “(1) the identical issue was decided in a prior adjudication; (2) there was a final judgment on the merits; (3) the party against whom the bar is asserted was a party or in privity with a party to the prior adjudication; and (4) the party against whom the bar is asserted had a full and fair opportunity to litigate the issue in question.” *Doe v. Hesketh*, 828 F.3d 159, 171 (3d Cir. 2016).¹²

Here, the first two elements are clearly met. As to the first element, the disputes in the District Court and the North Carolina Bankruptcy Court turned on the same issues: whether the subpoenas were appropriate and, if so, whether any conditions should be placed on their enforcement. Both courts’ orders addressed the same dataset and the same requested conditions of production – random sampling and pre-production anonymization. *See Raytech Corp. v. White*, 54 F.3d 187, 191 (3d Cir. 1995) (“To defeat a finding of identity of the issues ... the difference in the applicable legal standards must be ‘substantial.’”).

¹² We apply the federal law of preclusion when, as here, the court that reached the original judgment was a federal court. *Doe v. Hesketh*, 828 F.3d 1559, 171 (3d Cir. 2016).

And as to the second element, the Bankruptcy Court’s judgment on those issues was final. The Matching Claimants argue that the Rule 2004 Order was not final because it expressly permitted them to follow certain procedures in filing motions to quash the subpoenas. But there was nothing “avowedly tentative” about the Rule 2004 Order. (Matching Claimants Answering Br. at 22-23 (quoting *Lummas Co. v. Commonwealth Oil Refin. Co.*, 297 F.2d 80, 89 (2d Cir. 1961)).) We have refused to apply an “unduly rigid” “concept of ‘finality[,]’” and we accordingly treat an order as final for preclusion purposes as long as it is “sufficiently firm to be accorded conclusive effect.” *Henglein v. Colt Indus. Operating Corp.*, 260 F.3d 201, 209-10 (3d Cir. 2001) (quoting Restatement (Second) of Judgments § 13 (1982)); *In re Docteroff*, 133 F.3d 210, 216 (3d Cir. 1997) (same). The North Carolina Bankruptcy Court’s ruling conclusively determined whether the Rule 2004 subpoenas were appropriate and under what conditions they should be enforced. *See supra* Section II.A. That the Bankruptcy Court also included detailed procedures for the implementation of its order is no reason to treat the order as non-final.¹³

¹³ Moreover, the North Carolina Bankruptcy Court’s provision of a route for the Matching Claimants to challenge the subpoenas – without prejudging the merits of any such challenge – is also consistent with the principle that questions of preclusion are addressed by the court being asked to relitigate previously decided issues. *See Daewoo Elecs. Am. Inc. v. Opta Corp.*, 875 F.3d 1241, 1244 (9th Cir. 2017) (noting that “*the second court must apply preclusion principles*” (emphasis added)); *Midway Motor Lodge of Elk Grove v. Innkeepers’ Telemanagement & Equip. Corp.*, 54 F.3d 406, 409 (7th Cir. 1995) (“In the law of preclusion ... the court

This case turns on the third and fourth elements of collateral estoppel – whether the Trusts and the Matching Claimants were in privity with the Facility, and whether they had a full and fair opportunity to litigate the motion for issuance of the subpoenas. The Matching Claimants do not dispute that those two elements have been satisfied, so we are left to consider only the arguments made by the Trusts.¹⁴ *See Beazer E., Inc. v. Mead Corp.*, 412 F.3d 429, 437 n.11 (3d Cir. 2005) (appellee who “fail[s] to respond to an appellant’s argument in favor of reversal” forfeits “any objections not obvious to the court to specific points urged by the [appellant]” (second alteration in original) (quotation omitted)); *In re Incident Aboard D/B Ocean King*, 758 F.2d 1063, 1071 n.9 (5th Cir. 1985) (“treat[ing] the failure to respond to [an appellant]’s arguments as a concession” that the assertions are true).

rendering the first judgment does not get to determine that judgment’s effect; the second court is entitled to make its own decision[.]”).

¹⁴ Bestwall argues that the Matching Claimants are “bound by the Rule 2004 Order and barred from relitigating it” because of their “relationship to the Trusts (and thus the Facility, as to its work for its Trust clients).” (Opening Br. at 34-36.) We understand that to be, in effect, a privity-plus-privity argument – that collateral estoppel applies to the Matching Claimants because they were in privity with the Trusts, which in turn were in privity with the Facility. We do not address that argument because the Matching Claimants make no effort to contest it. The point is conceded.

eighth serving on the Facility’s board, which further confirms that the Facility and the Trusts have the very same interests.

Second, the record reflects an understanding that the Facility was acting in a representative capacity with respect to the claimant data. In opposing the Rule 2004 Motion, the Facility held itself out as an entity formed “to administer and process asbestos-related personal injury claims on behalf of” the Trusts and as the “steward” of the Trusts’ information, and it characterized the Trusts as its “clients.” (J.A. at 442-44, 447.) It explained that, although the Trusts owned the claimant data, it received all the claimant submissions, took all necessary precautions to fulfill the Trusts’ obligation to keep the data confidential, responded to subpoenas on the Trusts’ behalf, and took the lead on negotiating confidentiality restrictions on subpoenas to be served on the Trusts. The Facility also sometimes blurred the distinction between itself and the Trusts. (See J.A. at 309 (claiming that Bestwall was “ignor[ing] *the trusts’ concerns* about invasiveness of this disclosure” (emphasis added)). Compare J.A. at 152 (referring to “any data produced by the Trusts”), with J.A. at 154 (saying that the Facility “would be amenable to producing [certain] data”).) And, as the District Court noted, the Facility’s opposition to the Rule 2004 Motion “was consistent with its duty under its [agreements] with the Trusts to use its best efforts” to ensure the confidentiality of their claimant data. (J.A. at 10.) It is therefore entirely fair to conclude that the Facility participated in the bankruptcy proceedings as a representative of the Trusts.

The Trusts seek to forestall that conclusion by claiming that the Facility, in opposing the Rule 2004 Motion, “told Bestwall it was not representing the Trusts in the Bankruptcy

Proceeding[.]” (Trusts Answering Br. at 26.) Their assertion overstates the Facility’s position, which was that, “if the [Bankruptcy] Court grants the Motion, the Debtor [, i.e., Bestwall,] should subpoena the individual ... Trusts, not [the Facility], and this Objection should not be construed to limit or waive any objections the individual ... Trusts ... might have to such subpoenas.” (J.A. at 136 n.6.) That statement does not mean that the Facility was not representing the Trusts’ interests, nor does it undermine the fact that the Facility’s interests were completely aligned with the Trusts’ and that it adequately represented those interests. If anything, the Facility’s effort to forestall later objections to the Trusts renewing an attack on the subpoenas is just another example of the Facility speaking for the Trusts.

In addition, the North Carolina Bankruptcy Court proceedings included appropriate protections for the Trusts’ due process rights. We have observed that “prior notice” to a nonparty “greatly strengthens any argument for preclusion.” *Nationwide*, 571 F.3d at 313 n.19. The Trusts were given advance notice of the Rule 2004 Motion and had ample opportunity to present their arguments directly, rather than through the Facility. They knew that Bestwall sought subpoenas for their claimant data, and that those subpoenas might well be directed at them. The Trusts could have raised all their objections in the North Carolina Bankruptcy Court, just as they later did in the District Court. They are thus not ill-used by the recognition that their interests were adequately represented by the Facility before the Bankruptcy Court. In short, they were in privity with the Facility.

As to the fourth element – whether the Trusts had a full and fair opportunity to contest the Rule 2004 Motion – the

45(d)(3)(A); *see also* Fed. R. Bankr. P. 9016 (extending Rule 45 to bankruptcy cases). That the proper venue for a motion to quash lies in a particular district, however, does not change the fact that collateral estoppel can be a valid response to such a motion. Where, as here, the movant or its privy has already litigated the relevant issues elsewhere, collateral estoppel is a legitimate consequence. *See In re Subpoena Duces Tecum Issued to CFTC*, 439 F.3d 740, 746 (D.C. Cir. 2006) (recognizing a “right to raise collateral estoppel as a ground to quash or modify a subpoena”); *see also In re Application of Am. Tobacco Co.*, 880 F.2d 1520, 1527 (2d Cir. 1989) (holding, under New York preclusion principles, that “an attack on a subpoena” is barred “in federal court” where the subpoena has already been litigated in state court). The drafters of Rule 45 contemplated exactly that, saying it may not be appropriate for the court asked to enforce a subpoena to resolve a motion to quash if the issuing court “has already ruled on issues presented by the motion[.]” Fed. R. Civ. P. 45(f) advisory committee’s note to 2013 amendment. In that instance, transferring the motion to the issuing court, pursuant to Rule 45(f), “may be warranted[.]” *Id.*

Allowing litigants to invoke issue preclusion on a motion to quash is also consistent with the doctrine’s “dual purposes” of “protect[ing] litigants from the burden of relitigating an identical issue with the same party or his privy” and “promot[ing] judicial economy by preventing needless litigation.” *In re Subpoena*, 439 F.3d at 746 (quoting *Parklane Hosiery Co. v. Shore*, 439 U.S. 322, 326 (1979)). On this record, Rule 45(d) poses no obstacle to Bestwall’s right to invoke collateral estoppel as a counter to arguments previously litigated in the North Carolina Bankruptcy Court.



210 Park Avenue, Suite 301
Florham Park, NJ 07932
Tel: 973.635.6300 | Fax: 973.635.6363
acllp.com

Andrew E. Anselmi, Esq.
Director
Direct Dial: 973.457.0116
Email: aanselmi@acllp.com

August 26, 2022

VIA ECF

Hon. Tonianne J. Bongiovanni, U.S.M.J.
Clarkson S. Fisher Building and U.S. Courthouse
402 East State Street
Trenton, New Jersey 08608

Re: AC&S Asbestos Settlement Trust, et al. v. Aldrich Pump LLC et al.
Case No.: 3-22-cv-05116

Dear Judge Bongiovanni:

We represent interested party Verus Claims Services, LLC (“Verus”) in this matter. On August 19, 2022, Verus filed its Motion to Quash Subpoena and to Stay (ECF Doc. No. 5). The motion is returnable before Your Honor on September 19, 2022.

As described in the letter of Lynda A. Bennett, Esq. (ECF Doc. No. 9) filed yesterday on behalf of the Trusts, the United States Court of Appeals for the Third Circuit has now issued its opinion in the matter of *In re Bestwall LLC*, No. 21-2263. A copy of the Court of Appeals’ opinion was enclosed with Ms. Bennett’s letter.

In light of the *Bestwall* decision, Verus hereby withdraws the portion of its motion requesting a stay of this matter pending disposition of that appeal. However, Verus maintains its request that this Court quash or modify the subpoena at issue. As with the Trusts, Verus will address the effect of *Bestwall* on the substance of Verus’s motion to quash in its reply brief.

We thank the Court for its time and attention to this matter.

Respectfully submitted,

Andrew E. Anselmi

cc: all counsel of record (via ECF)