

**HUNTON ANDREWS KURTH LLP**

Joseph P. Rovira (admitted *pro hac vice*)  
Catherine A. Rankin (admitted *pro hac vice*)  
600 Travis Street, Suite 4200  
Houston, Texas 77002  
Telephone: (713) 220-4200

*Attorneys for Debtor and Debtor in Possession*

**HUNTON ANDREWS KURTH LLP**

Tyler P. Brown (VSB No. 28072)  
Henry P. (Toby) Long, III (VSB No. 75134)  
Riverfront Plaza, East Tower  
951 East Byrd Street  
Richmond, Virginia 23219  
Telephone: (804) 788-8200

**CAPLIN & DRYSDALE, CHARTERED**

Kevin C. Maclay (admitted *pro hac vice*)  
Todd E. Phillips (admitted *pro hac vice*)  
Jeffrey A. Liesemer (VSB No. 35918)  
Nathaniel R. Miller (admitted *pro hac vice*)  
1200 New Hampshire Avenue NW, 8th Floor  
Washington, DC 20036  
Telephone: (202) 862-5000

*Counsel for the Official  
Committee of Unsecured Creditors*

**MORGAN, LEWIS & BOCKIUS LLP**

Brady Edwards (admitted *pro hac vice*)  
1000 Louisiana Street, Suite 4000  
Houston, TX 77002-5006  
Telephone: (713) 890-5000

W. Brad Nes (admitted *pro hac vice*)  
1717 Main Street, Suite 3200  
Dallas, TX 75201-7347  
Telephone: (214) 466-4000

Jeffrey S. Raskin (admitted *pro hac vice*)  
One Market, Spear Street Tower, 28th Floor  
San Francisco, CA 94105-1596  
Telephone: (415) 442-1000

David Cox (admitted *pro hac vice*)  
300 South Grand Avenue, 22nd Floor  
Los Angeles, CA 90071-3132  
Telephone: (213) 612-7315

*Special Insurance Counsel for the Official  
Committee of Unsecured Creditors*

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION**

**In re:**

**HOPEMAN BROTHERS, INC.,**

**Debtor.**

:  
: **Chapter 11**  
:  
: **Case No. 24-32428 (KLP)**  
:  
:  
:  
:



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**NOTICE OF FILING OF SECOND PLAN SUPPLEMENT RELATED TO MODIFIED  
AMENDED PLAN OF REORGANIZATION OF HOPEMAN BROTHERS, INC.  
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

**PLEASE TAKE NOTICE** that Hopeman Brothers, Inc. (the “Debtor”) and the Official Committee of Unsecured Creditors (the “Committee”; together with the Debtor, the “Plan Proponents”) hereby file the *Second Plan Supplement Related to Modified Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* (the “Second Plan Supplement”) with the United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division (the “Court”).

**PLEASE TAKE FURTHER NOTICE** that the Second Plan Supplement is filed in support of and in accordance with, the *Modified Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 1141] (as it may be amended, modified, or supplemented, the “Plan”).<sup>1</sup>

**PLEASE TAKE FURTHER NOTICE** that the following documents are included in the Second Plan Supplement, as each may be amended, modified or supplemented:

<b>Exhibit</b>	<b>Description</b>
A	Second Revised Asbestos Trust Agreement
A-1	Redline of Second Revised Asbestos Trust Agreement
B	Second Revised Trust Distribution Procedures
B-1	Redline of Second Revised Trust Distribution Procedures
J	Schedule of Non-Exclusive Causes of Action Transferred to the Asbestos Trust

**PLEASE TAKE FURTHER NOTICE** that certain documents, or portions thereof, contained in the Second Plan Supplement remain subject to continuing negotiations among the Plan Proponents and interested parties with respect thereto. All parties reserve all rights to amend, revise, or supplement the Second Plan Supplement, and any of the documents and designations contained therein, in accordance with the terms of the Plan. To the extent material amendments or modifications are made to the documents, the Plan Proponents will file redline versions with the Court.

**PLEASE TAKE FURTHER NOTICE** that the Second Plan Supplement is integral to, part of, and incorporated by reference into the Plan. Please note, however, these documents have not yet been approved by the Court. If the Plan is approved, these documents contained in the Second Plan Supplement will be approved by the Court pursuant to the order confirming the Plan.

**PLEASE TAKE FURTHER NOTICE** that all documents filed in this chapter 11 case and other relevant case information are available free of charge on the following website maintained by the Debtor’s claims and noticing agent, Verita Global, in connection with this

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<sup>1</sup> Capitalized terms used, but not otherwise defined herein, shall have the meanings set forth in the Plan.

chapter 11 case: <https://www.veritaglobal.net/hopeman> or for a fee at <https://ecf.vaeb.uscourts.gov>.

Dated: August 21, 2025  
Richmond, Virginia

/s/ Henry P. (Toby) Long, III

Tyler P. Brown (VSB No. 28072)

Henry P. (Toby) Long, III (VSB No. 75134)

**HUNTON ANDREWS KURTH LLP**

Riverfront Plaza, East Tower

951 East Byrd Street

Richmond, Virginia 23219

Telephone: (804) 788-8200

Facsimile: (804) 788-8218

Email: [tpbrown@HuntonAK.com](mailto:tpbrown@HuntonAK.com)

[hlong@HuntonAK.com](mailto:hlong@HuntonAK.com)

- and -

Joseph P. Rovira (admitted *pro hac vice*)

Catherine A. Rankin (admitted *pro hac vice*)

**HUNTON ANDREWS KURTH LLP**

600 Travis Street, Suite 4200

Houston, TX 77002

Telephone: (713) 220-4200

Facsimile: (713) 220-4285

Email: [josephrovira@HuntonAK.com](mailto:josephrovira@HuntonAK.com)

[crankin@HuntonAK.com](mailto:crankin@HuntonAK.com)

*Counsel for the Debtor and Debtor in Possession*

**CAPLIN & DRYSDALE, CHARTERED**

/s/ Jeffrey A. Liesemer

Kevin C. Maclay (admitted *pro hac vice*)  
Todd E. Phillips (admitted *pro hac vice*)  
Jeffrey A. Liesemer (VSB No. 35918)  
Nathaniel R. Miller (admitted *pro hac vice*)  
1200 New Hampshire Avenue NW, 8<sup>th</sup> Floor  
Washington, DC 20036  
Telephone: (202) 862-5000  
Facsimile: (202) 429-3301  
Email: kmaclay@capdale.com  
tphillips@capdale.com  
jliesemer@capdale.com  
nmiller@capdale.com

*Counsel to the Official  
Committee of Unsecured Creditors*

**MORGAN, LEWIS & BOCKIUS LLP**

Brady Edwards (admitted *pro hac vice*)  
1000 Louisiana Street, Suite 4000  
Houston, TX 77002-5006  
Telephone: (713) 890-5000  
Facsimile: (713) 890-5001  
Email: brady.edwards@morganlewis.com

W. Brad Nes (admitted *pro hac vice*)  
1717 Main Street, Suite 3200  
Dallas, TX 75201-7347  
Telephone: (214) 466-4000  
Facsimile: (214) 466-4001  
Email: brad.nes@morganlewis.com

Jeffrey S. Raskin (admitted *pro hac vice*)  
One Market, Spear Street Tower, 28<sup>th</sup> Floor  
San Francisco, CA 94105-1596  
Telephone: (415) 442-1000  
Facsimile: (415) 442-1001  
Email: jeffrey.raskin@morganlewis.com

David Cox (admitted *pro hac vice*)  
300 South Grand Avenue, 22nd Floor  
Los Angeles, CA 90071-3132  
Telephone: (213) 612-7315  
Facsimile: (213) 612-2501  
david.cox@morganlewis.com

*Special Insurance Counsel to the Official  
Committee of Unsecured Creditors*

**EXHIBIT A**  
**Second Revised Asbestos Trust Agreement**

**HOPEMAN ASBESTOS TRUST AGREEMENT**

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## HOPEMAN ASBESTOS TRUST AGREEMENT

This Hopeman Asbestos Trust Agreement (this “**Trust Agreement**”), dated the date set forth on the signature page hereof and effective as of the Effective Date, is entered into, pursuant to the Modified Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code dated August 20, 2025 (as it may be further modified, amended, or supplemented, the “**Plan**”),<sup>1</sup> by Hopeman Brothers, Inc. (referred to as the “**Debtor**,” “**Hopeman**,” or the “**Settlor**”), the debtor and debtor-in-possession whose chapter 11 case is administered under Case No. 24-32428 in the United States Bankruptcy Court for the Eastern District of Virginia; the Future Claimants’ Representative (the “**FCR**”); the Official Committee of Unsecured Creditors (the “**UCC**”); \_\_\_\_\_ (the “**Delaware Trustee**”); the Administrative Trustee identified on the signature pages hereof (the “**Administrative Trustee**”); the Litigation Trustee identified on the signature page hereof (the “**Litigation Trustee**”, and together with the Administrative Trustee, the “**Trustees**”); and the members of the Asbestos Trust Advisory Committee identified on the signature pages hereof (the “**TAC**”); and

**WHEREAS**, the Debtor has reorganized under the provisions of chapter 11 of the Bankruptcy Code in the case filed in the United States Bankruptcy Court for the Eastern District of Virginia, administered and known as *In re Hopeman Brothers, Inc.*, Case No. 24-32428; and

**WHEREAS**, the Confirmation Order has been entered by the Bankruptcy Court and affirmed by the District Court; and

**WHEREAS**, the Plan provides, *inter alia*, for the creation of the Asbestos Trust; and

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<sup>1</sup> All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Plan, and such definitions are incorporated herein by reference. All capitalized terms not defined herein or defined in the Plan, but defined in the Bankruptcy Code or Rules, shall have the meanings ascribed to them by the Bankruptcy Code and Rules, and such definitions are incorporated herein by reference.

**WHEREAS**, pursuant to the Plan, the Asbestos Trust is to use its assets and income to satisfy Channeled Asbestos Claims; and

**WHEREAS**, it is the intent of Hopeman, the Trustees, the UCC, the TAC, and the FCR that the Asbestos Trust be administered, maintained, and operated at all times through mechanisms that provide reasonable assurance that the Asbestos Trust will satisfy all Channeled Asbestos Claims pursuant to the Hopeman Asbestos Trust Distribution Procedures (the “**TDP**”) attached to the Plan as Exhibit B in substantially the same manner, and in strict compliance with the terms of this Trust Agreement; and

**WHEREAS**, all rights of the holders of Channeled Asbestos Claims arising under this Trust Agreement and the TDP shall vest upon the Effective Date; and

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

**WHEREAS**, the Bankruptcy Court has determined that the Asbestos Trust and the Plan satisfy all the prerequisites for an injunction pursuant to section 524(g) of the Bankruptcy Code with respect to any and all Channeled Asbestos Claims, and such injunction has been entered in connection with the Confirmation Order;

**NOW, THEREFORE**, it is hereby agreed as follows:

## **SECTION I.**

### **AGREEMENT OF TRUST**

**1.1 Creation and Name.** The Debtor as Settlor hereby creates a trust known as the “Hopeman Asbestos Trust,” which is the Asbestos Trust provided for and referred to in the Plan. The Trustees of the Asbestos Trust may transact the business and affairs of the Asbestos Trust in

the name of the Asbestos Trust, and references herein to the Asbestos Trust shall include the Trustees acting on behalf of the Asbestos Trust. It is the intention of the parties hereto that the trust created hereby constitute a statutory trust under Chapter 38 of title 12 of the Delaware Code, 12 Del. C. § 3801 et seq. (the “**Act**”) and that this document constitutes the governing instrument of the Asbestos Trust. The Trustees and the Delaware Trustee are hereby authorized and directed to execute and file a Certificate of Trust with the Delaware Secretary of State.

**1.2 Purpose.** Subject to the provisions of the Plan, the purpose of the Asbestos Trust is to assume liability and responsibility for all Channeled Asbestos Claims, and, among other things to: (a) direct the processing, liquidation and payment of Channeled Asbestos Claims in accordance with the Plan, the TDP, and the Confirmation Order, including allowing claimants with Insured Asbestos Claims to pursue their Channeled Asbestos Claims in the tort system; (b) preserve, hold, manage, and maximize the assets of the Asbestos Trust for use in paying and satisfying Channeled Asbestos Claims; and (c) qualify at all times as a qualified settlement fund. The Asbestos Trust is to use the Asbestos Trust’s assets and income to pay the holders of Channeled Asbestos Claims in accordance with this Trust Agreement and the TDP in such a way that such holders of Channeled Asbestos Claims are treated fairly, equitably, and reasonably in light of the finite assets available to satisfy such claims, and to otherwise comply in all respects with the requirements of a trust set forth in section 524(g)(2)(B) of the Bankruptcy Code.

**1.3 Transfer of Assets.** Pursuant to, and in accordance with, Sections 8.2 and 8.3 of the Plan, the Asbestos Trust has received the Asbestos Trust Assets to fund the Asbestos Trust and settle or discharge Channeled Asbestos Claims in the manner provided for under the TDP. In all events, the Asbestos Trust Assets or any other assets to be transferred to the Asbestos Trust under the Plan will be transferred to the Asbestos Trust free and clear of any liens or other claims

by the Debtor, Reorganized Hopeman (the “**Reorganized Debtor**”), any Settled Asbestos Insurer, any creditor, or other entity except as otherwise provided in the Plan. Section 8.19 of the Plan provides for the Debtor and the Reorganized Debtor, among others, to execute and deliver such documents to the Asbestos Trust as the Trustees may request to effectuate the transfer and assignment of any Asbestos Trust Assets to the Asbestos Trust and other terms of the Plan.

**1.4 Acceptance of Assets and Assumption of Liabilities.**

(a) In furtherance of the purposes of the Asbestos Trust, the Asbestos Trust hereby expressly accepts the transfer to the Asbestos Trust of the Asbestos Trust Assets and any other transfers contemplated by the Plan in the time and manner as, and subject to the terms, contemplated in the Plan.

(b) In furtherance of the purposes of the Asbestos Trust, the Asbestos Trust expressly assumes liability and responsibility for all Channeled Asbestos Claims in substitution for the financial or other responsibility or liability of the Reorganized Debtor therefor. Except as otherwise provided in this Trust Agreement and the TDP, the Asbestos Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding such claims that the Debtor or the Reorganized Debtor have or would have had under applicable law. Regardless of the foregoing, however, a claimant must meet otherwise applicable federal and state statutes of limitations and repose, except as otherwise provided in Section 5.1(a)(2) of the TDP.

(c) To the extent required by the Plan, the Asbestos Trust shall reimburse the Reorganized Debtor for out-of-pocket expenses incurred by the Reorganized Debtor.

(d) No provision herein or in the TDP shall be construed or implemented in a manner that would cause the Asbestos Trust to fail to qualify as a “qualified settlement fund” under the QSF Regulations.

(e) Nothing in this Trust Agreement shall be construed in any way to limit (i) the scope, enforceability, or effectiveness of the Asbestos Permanent Channeling Injunction, or (ii) subject to the provisions of Section 1.4(b) above, the Asbestos Trust’s assumption of all liability for Channeled Asbestos Claims.

(f) In this Trust Agreement and the TDP the words “must,” “will,” and “shall” are intended to have the same mandatory force and effect, while the word “may” is intended to be permissive rather than mandatory.

(g) To the extent required by the Act, the beneficial owners (within the meaning of the Act) of the Asbestos Trust (the “**Beneficial Owners**”) shall be deemed to be the holders of Channeled Asbestos Claims; provided that (i) the holders of Channeled Asbestos Claims, as such Beneficial Owners, shall have only such rights with respect to the Asbestos Trust and its assets as are set forth in the TDP, and (ii) no greater or other rights, including upon dissolution, liquidation or winding up of the Asbestos Trust, shall be deemed to apply to the holders of Channeled Asbestos Claims in their capacity as Beneficial Owners.

## SECTION II.

### POWERS AND TRUST ADMINISTRATION

#### 2.1 **Powers.**

(a) The Trustees are and shall act as the fiduciaries to the Asbestos Trust in accordance with the provisions of this Trust Agreement and the Plan. The Trustees shall, at all times, administer the Asbestos Trust and the Asbestos Trust Assets in accordance with the purposes set forth in Section 1.2 above. Subject to the limitations set forth in this Trust

Agreement, the Trustees shall have the power to take any and all actions that, in the judgment of the Trustees, are necessary or proper to fulfill the purposes of the Asbestos Trust, including, without limitation, each power expressly granted in this Section 2.1, any power reasonably incidental thereto and not inconsistent with the requirements of Section 2.2, and any trust power now or hereafter permitted under the laws of the State of Delaware.

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

(c) Without limiting the generality of Section 2.1(a) above, and except as limited below, the Trustees shall have the power to:

(i) receive and hold the Asbestos Trust Assets and exercise all rights with respect thereto, including the right to vote and sell any securities that are included in the Asbestos Trust Assets;

(ii) invest the monies held from time to time by the Asbestos Trust;

(iii) sell, transfer, or exchange any or all of the Asbestos Trust Assets at such prices and upon such terms as the Trustees may consider proper, consistent with the other terms of this Trust Agreement;

(iv) enter into leasing and financing agreements with third parties to the extent such agreements are reasonably necessary to permit the Asbestos Trust to operate;

(v) pay liabilities and expenses of the Asbestos Trust;

(vi) establish such funds, reserves, and accounts within the Asbestos Trust estate, as deemed by the Administrative Trustee to be useful in carrying out the purposes of the Asbestos Trust;

(vii) sue and be sued and participate, as a party or otherwise, in any judicial, administrative, arbitral, or other proceeding;

(viii) establish, supervise, and administer the Asbestos Trust in accordance with this Trust Agreement and the TDP and the terms thereof;

(ix) appoint such officers and hire such employees and engage such legal, financial, accounting, investment, auditing, and forecasting, and other consultants and agents as the business of the Asbestos Trust requires, and delegate to such persons such powers and authorities as the fiduciary duties of the Trustee permit and as the Trustees, in their discretion, deems advisable or necessary in order to carry out the terms of this Asbestos Trust;

(x) pay employees, legal, financial, accounting, investment, auditing, and forecasting, and other consultants, advisors, and agents, including those engaged by the Asbestos Trust in connection with its alternative dispute resolution activities, reasonable compensation;

(xi) compensate the Trustees, the Delaware Trustee, the TAC members, and the FCR to the extent provided below, and their employees, legal, financial, accounting, investment, and other advisors, consultants, independent contractors, and agents, and reimburse the Trustees, the Delaware Trustee, and the FCR all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder to the extent provided below;

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

(xiii) enter into such other arrangements with third parties as are deemed by the Trustees to be useful in carrying out the purposes of the Asbestos Trust, provided such arrangements do not conflict with any other provision of this Trust Agreement;

(xiv) in accordance with Section 4.6 of this Trust Agreement, defend, indemnify, and hold harmless (and purchase insurance indemnifying) (A) the Trustees, the Delaware Trustee, the members of the TAC, and the FCR, and (B) the officers and employees of the Asbestos Trust, and any agents, advisors and consultants of the Asbestos Trust, the TAC, or the FCR (the “**Additional Indemnitees**”), to the fullest extent that a statutory trust organized under the laws of the State of Delaware is from time to time entitled to indemnify and/or insure its directors, trustees, officers, employees, agents, advisors, and representatives. Notwithstanding anything to the contrary herein, no party shall be indemnified in any way for any liability, expense, claim, damage or loss for which he or she is liable under Section 4.4 below;

(xv) in accordance with the terms of the Plan, defend, indemnify and hold harmless (a) the Released Parties (as defined in the Plan); and (b) the Protected Parties (as defined in the Plan);

(xvi) delegate any or all of the authority herein conferred with respect to the investment of all or any portion of the Asbestos Trust Assets to any one or more reputable individuals or recognized institutional investment advisors or investment managers without liability for any action taken or omission made because of any such delegation, except as provided in Section 4.4 below;

(xvii) consult with the TAC and the FCR at such times and with respect to such issues relating to the conduct of the Asbestos Trust as the Trustees consider desirable; and



(xviii) make, pursue (by litigation or otherwise), collect, compromise or settle, in the name of the Asbestos Trust, any claim, right, action, or cause of action included in the Asbestos Trust Assets, including, but not limited to, insurance recoveries, before any court of competent jurisdiction; provided, however, that any settlement of rights with respect to Asbestos Insurance Rights shall require the consent of the TAC and the FCR.

(d) The Trustees shall not have the power to guarantee any debt of other persons.

(e) The Trustees agree to take the actions of the Asbestos Trust required hereunder.

(f) The Trustees shall give the TAC and the FCR prompt notice of any act performed or taken pursuant to Sections 2.1(c)(i), (iii), (vii), or (xvi) above, and any act proposed to be performed or taken pursuant to Section 2.1(c)(xviii) above or Section 2.2(f) below.

## **2.2 General Administration.**

(a) The Trustees shall act in accordance with this Trust Agreement.

(b) The Trustees shall (i) timely file such income tax and other returns and statements required to be filed and shall timely pay all taxes required to be paid by the Asbestos Trust, (ii) comply with all applicable reporting and withholding obligations, (iii) satisfy all requirements necessary to qualify and maintain qualification of the Asbestos Trust as a qualified settlement fund within the meaning of the QSF Regulations, and (iv) take no action that could cause the Asbestos Trust to fail to qualify as a qualified settlement fund within the meaning of the QSF Regulations.

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

(i) The Trustees shall cause to be prepared and filed with the Bankruptcy Court, as soon as available, and in any event within one hundred and twenty (120) days following the end of each fiscal year, an annual report (the “**Annual Report**”) containing financial statements of the Asbestos Trust (including, without limitation, a balance sheet of the Asbestos Trust as of the end of such fiscal year and a statement of operations for such fiscal year) audited by a firm of independent certified public accountants selected by the Administrative Trustee and accompanied by an opinion of such firm as to the fairness of the financial statements’ presentation of the cash and investments available for the payment of claims. The Trustees shall provide a copy of such Annual Report to the TAC and the FCR when such reports are filed with the Bankruptcy Court.

(ii) Simultaneously with the filing of the Annual Report, the Trustees shall cause to be prepared and filed with the Bankruptcy Court a report containing a summary regarding the number and type of claims disposed of during the period covered by the financial statements. The Trustees shall provide a copy of such report to the TAC and the FCR when such report is filed.

(iii) All materials required to be filed with the Bankruptcy Court by this Section 2.2(c) shall be available for inspection by the public in accordance with procedures established by the Bankruptcy Court and shall be filed with the Office of the United States Trustee for the Eastern District of Virginia (the “**U.S. Trustee**”).

(d) The Trustees shall cause to be prepared as soon as practicable prior to the commencement of each fiscal year a budget and cash flow projections covering such fiscal year. The Trustees shall provide a copy of the budget and cash flow projections to the TAC and the FCR.

(e) The Trustees shall consult with the TAC and the FCR (i) on the general implementation and administration of the Asbestos Trust; (ii) on the general implementation and administration of the TDP; and (iii) on such other matters as may be required under this Trust Agreement and the TDP.

(f) The Trustees shall be required to obtain the consent of the TAC and the FCR pursuant to the Consent Process set forth in Section 5.7(b) and 6.6(b) below, in addition to any other instances elsewhere enumerated, in order:

(i) to determine, establish, or change the Payment Percentage described in Section 2.3 of the TDP as provided in Section 4.2 of the TDP;

(ii) to establish and/or to change the Claims Materials to be provided to holders of Channeled Asbestos Claims under Section 6.1 of the TDP;

(iii) to establish and/or change the form of release to be provided pursuant to Section 7.5 of the TDP;

(iv) to select professionals to represent the Asbestos Trust in litigation related to the Asbestos Insurance Rights or any other matter;

(v) to settle (a) the liability of any insurer under any insurance policy or legal action related thereto or (b) any other litigation matter to which the Asbestos Trust is a party;

(vi) to change the compensation of the members of the TAC, the FCR, the Delaware Trustee or the Trustees, other than to reflect changes approved by the Bankruptcy Court as otherwise provided herein;

(vii) to take actions, outside the ordinary course of business, to minimize any tax on the Asbestos Trust Assets; provided that no such action prevents the

Asbestos Trust from qualifying as a qualified settlement fund within the meaning of the QSF Regulations or requires an election for the Asbestos Trust to be treated as a grantor trust for tax purposes;

(viii) to amend any provision of this Trust Agreement or the TDP in accordance with the terms thereof;

(ix) to acquire an interest in or to merge any claims resolution organization formed by the Asbestos Trust with another claims resolution organization that is not specifically created by this Trust Agreement or the TDP, or to contract with another claims resolution organization or other entity that is not specifically created by this Trust Agreement or the TDP, or permit any other party to join in any claims resolution organization that is formed by the Asbestos Trust pursuant to the Trust Agreement or the TDP; provided that such merger, acquisition, contract or joinder shall not (a) subject the Reorganized Debtor or any successors in interest thereto, to any risk of having any Asbestos Claim asserted against it or them, or (b) otherwise jeopardize the validity or enforceability of the Asbestos Permanent Channeling Injunction or any other injunction or release issued or granted in connection with the Plan; and provided further that the terms of such merger will require the surviving organization to make decisions about the allowability and value of claims in accordance with Section 2.1 of the TDP which requires that such decisions be based on the provisions of the TDP, or (c) cause the Asbestos Trust to fail to qualify as a “qualified settlement fund” under the QSF Regulations; or

(x) if and to the extent required by Section 6.5 of the TDP, to disclose any information, documents, or other materials to preserve, litigate, resolve, or settle coverage, or to comply with an applicable obligation under an insurance policy or settlement agreement pursuant to Section 6.5 of the TDP.

(g) The Trustees shall meet with the TAC and the FCR no less often than quarterly. The Trustees shall meet in the interim with the TAC and the FCR when so requested by either. Meetings may be held in person, by telephone conference call, or by a combination of the two.

(h) The Trustees, upon notice from either the TAC or the FCR, if practicable in view of pending business, shall at their next meeting with the TAC or the FCR consider issues submitted by the TAC or the FCR. The Trustees shall keep the TAC and the FCR reasonably informed regarding all aspects of the administration of the Asbestos Trust.

**2.3 Claims Administration.** The Administrative Trustee shall promptly proceed to implement the TDP.

### **SECTION III.**

#### **ACCOUNTS, INVESTMENTS, AND PAYMENTS**

##### **3.1 Accounts.**

(a) The Administrative Trustee may, from time to time, create such accounts and reserves within the Asbestos Trust estate as he or she may deem necessary, prudent, or useful in order to provide for the payment of expenses and payment of Channeled Asbestos Claims and may, with respect to any such account or reserve, restrict the use of monies therein, and the earnings or accretions thereto.

(b) The Administrative Trustee shall include a reasonably detailed description of the creation of any account or reserve in accordance with this Section 3.1 and, with respect to any such account, the transfers made to such account, the proceeds of or earnings on the assets held in each such account and the payments from each such account in the accounts to be filed with the Bankruptcy Court and provided to the TAC and the FCR pursuant to Section 2.2(c)(i) above.

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

(a) The Asbestos Trust may invest only in diversified equity portfolios whose benchmark is a broad equity market index such as, but not limited to, the S&P 500 Index, Russell 1000 Index, S&P ADR Index or MSCI EAFE Index. The Asbestos Trust shall not acquire, directly or indirectly, equity in any entity (other than the Reorganized Debtor or any successor to the Reorganized Debtor) or business enterprise if, immediately following such acquisition, the Asbestos Trust would hold more than 5% of the equity in such entity or business enterprise. The Asbestos Trust shall not hold, directly or indirectly, more than 5% of the equity in any entity (other than the Reorganized Debtor, or any successor to the Reorganized Debtor) or business enterprise.

(b) The Asbestos Trust shall not acquire or hold any long-term debt securities unless (i) such securities are Asbestos Trust Assets under the Plan, (ii) such securities are rated “Baa” or higher by Moody’s, “BBB” or higher by Standard & Poor’s (“S&P”), or have been given an equivalent investment grade rating by another nationally recognized statistical rating agency, or (iii) have been issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality thereof. This restriction does not apply to any pooled investment vehicles where pooled assets receive an investment grade rating (i.e., “BBB” rating or above) by a nationally recognized rating agency.

(c) The Asbestos Trust shall not acquire or hold for longer than ninety (90) days any commercial paper unless such commercial paper is rated “Prime-1” or higher by

Moody's or "A-1" or higher by S&P, or has been given an equivalent rating by another nationally recognized statistical rating agency.

(d) The Asbestos Trust shall not acquire any debt securities or other debt instruments issued by any entity if, following such acquisition, the aggregate market value of all such debt securities and/or other debt instruments issued by such entity held by the Asbestos Trust would exceed 5% of the then current aggregate value of the Asbestos Trust's assets. There is no limitation on holding debt securities or other debt instruments issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality thereof.

(e) The Asbestos Trust shall not acquire or hold any certificates of deposit in an amount exceeding any federal insurance on such certificates of deposit unless all publicly held, long-term debt securities, if any, of the financial institution issuing the certificate of deposit and the holding company, if any, of which such financial institution is a subsidiary, meet the standards set forth in Section 3.2(b) above.

(f) The Asbestos Trust may acquire and hold any securities or instruments issued by the Reorganized Debtor or any successor to the Reorganized Debtor or obtained as proceeds of litigation or otherwise to resolve disputes, without regard to the limitations set forth in Subsections (a)-(e) above.

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

(h) The Asbestos Trust may allow its investment managers to acquire prudently or hold derivative instruments, including, without limitation, options, futures and swaps in the normal course of portfolio management. Specifically, the Asbestos Trust may

acquire or hold derivatives to help manage or mitigate portfolio risk, including, without limitation, interest rate risk and equity market risk. Using derivative instruments to leverage a portfolio to enhance returns (at a much greater risk to the portfolio) is prohibited.

(i) The Asbestos Trust may lend securities on a short-term basis, subject to adequate, normal and customary collateral arrangements.

(j) Notwithstanding (a) above, the Asbestos Trust may acquire and hold an equity interest in a claims resolution organization without limitation as to the size of the equity interest acquired and held if prior to such acquisition, the Asbestos Trust complies with the provisions of Section 2.2(f)(ix) hereof with respect to the acquisition.

(k) The Asbestos Trust shall contribute One Hundred Fifty Thousand Dollars (\$150,000.00) to the Reorganized Debtor on the Effective Date and shall make additional contributions to the Reorganized Debtor in the future as necessary to ensure the Reorganized Debtor maintains sufficient working capital.

### **3.3 Source of Payments.**

(a) All Asbestos Trust expenses and payments and all liabilities with respect to Channeled Asbestos Claims shall be payable solely by the Trustees out of the Asbestos Trust Assets. Neither (i) the Trustees, the Delaware Trustee, the TAC, or the FCR, or any of their officers, agents, advisors, or employees, nor (ii) the Debtor, the Reorganized Debtor, or any other Protected Party shall be liable for the payment of any Asbestos Trust expense or any other liability of the Asbestos Trust, except to the extent provided in the Plan or Plan Documents.

(b) The Trustees shall include a reasonably detailed description of any payments made in accordance with this Section 3.3 in the Annual Report.



(c) The Administrative Trustee, with the consent of the TAC and the FCR, shall establish and implement billing guidelines applicable to the TAC, the FCR, the Trustees, and their respective professionals that seek compensation from the Asbestos Trust.

#### **SECTION IV.**

##### **TRUSTEES; DELAWARE TRUSTEE**

**4.1 Number and Roles.** In addition to the Delaware Trustee appointed pursuant to Section 4.11, there shall be one (1) Administrative Trustee and one (1) Litigation Trustee. The initial Administrative Trustee and Litigation Trustee shall be those persons named on the signature page hereof. The Administrative Trustee shall be responsible for all duties and responsibilities of the Trustees hereunder other than those relating to litigation. The Litigation Trustee shall be responsible for all matters relating to Trust litigation.

**4.2 Term of Service.**

(a) Each initial Trustee named pursuant to Section 4.1 above shall serve an initial term of service of three (3) years. Thereafter each term of service shall be three (3) years. Each initial Trustee shall serve from the Effective Date until the earliest of (i) the end of his or her term, (ii) his or her death, (iii) his or her mandatory retirement at the end of the year in which the Trustee reaches the age of 75 (unless, and for so long as, this mandatory retirement requirement is waived by the agreement of the TAC and the FCR), (iv) his or her resignation pursuant to Section 4.2(b) below, (v) his or her removal pursuant to Section 4.2(c) below, or (vi) the termination of the Asbestos Trust pursuant to Section 7.2 below.

(b) A Trustee may resign at any time by written notice to the TAC and the FCR. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) A Trustee may be removed at the recommendation of the TAC and the FCR with the approval of the Bankruptcy Court, in the event that he or she becomes unable to discharge his or her duties hereunder due to accident or physical or mental deterioration, or for other good cause. Good cause shall be deemed to include, without limitation, any substantial failure to comply with the general administration provisions of Section 2.2 above, a consistent pattern of neglect and failure to perform or participate in performing the duties of a Trustee hereunder, or repeated non-attendance at scheduled meetings. Such removal shall require the approval of the Bankruptcy Court and shall take effect at such time as the Bankruptcy Court shall determine.

#### **4.3 Appointment of Successor Trustee.**

(a) In the event of a vacancy in a Trustee position, whether by term expiration, death, retirement, resignation, or removal, the vacancy shall be filled by the TAC and FCR. In the event that the TAC and the FCR cannot agree on a successor Trustee, the Bankruptcy Court shall make the appointment. Nothing in this Trust Agreement shall prevent the reappointment of an individual serving as a Trustee for an additional term or terms.

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

(c) Each successor Trustee shall serve until the earliest of (i) the expiration of his or her term, (ii) his or her death, (iii) his or her mandatory retirement at the end of the year in which the Trustee reaches the age of 75 (unless, and for so long as, this mandatory retirement

requirement is waived by the agreement of the TAC and the FCR), (iv) his or her resignation pursuant to Section 4.2(b) above, (v) his or her removal pursuant to Section 4.2(c) above, or (vi) the termination of the Asbestos Trust pursuant to Section 7.2 below.

**4.4 Liability of Trustees, Members of the TAC and the FCR.** The Trustees, the members of the TAC and the FCR shall not be liable to the Asbestos Trust, to any individual holding an Asbestos Claim, or to any other person, except for any act or omission by such party that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing within the meaning of 12 Del. C. § 3806(e).

**4.5 Compensation and Expenses of Trustees and Delaware Trustee.**

(a) The Administrative Trustee shall receive a retainer from the Asbestos Trust for his or her service as a Trustee in the amount of Twenty-Five Thousand Dollars (\$25,000.00) per annum, paid annually. Hourly time, as described below, shall first be billed and applied to the annual retainer. Hourly time in excess of the annual retainer shall be paid by the Asbestos Trust. For all time expended as Administrative Trustee, including attending meetings, preparing for such meetings, and working on authorized special projects, the Administrative Trustee shall receive the sum of Six Hundred Dollars (\$600.00) per hour. For all non-working travel time in connection with Asbestos Trust business, the Administrative Trustee shall receive the sum of Three Hundred Dollars (\$300.00) per hour. All time shall be computed on a decimal hour basis. The Administrative Trustee shall record all hourly time to be charged to the Asbestos Trust on a daily basis. The hourly compensation payable to the Administrative Trustee hereunder shall be reviewed every year by the Trustees and, subject to the consent of the TAC and the FCR, appropriately adjusted by the Trustees for changes in the cost of living.

(b) The Litigation Trustee shall be entitled to 33.3% of all funds recovered in litigation in favor of the Asbestos Trust as the Litigation Trustee's compensation (the "**Litigation Trustee's Compensation**"). To the extent that the Litigation Trustee retains or is required to retain counsel to prosecute any litigation initiated by the Asbestos Trust, the compensation of such counsel shall be paid from the Litigation Trustee's Compensation and the Asbestos Trust shall not be further obligated to pay for or fund any additional compensation. The Asbestos Trust shall not be required to advance any costs of litigation. To the extent that the Litigation Trustee advances any costs for a particular litigation matter ("**Specific Litigation**"), the Litigation Trustee may recover those costs from any settlement or judgment in that Specific Litigation. Such costs shall be reimbursed after the deduction of the Litigation Trustee's Compensation.

(c) The Delaware Trustee shall be paid such compensation as agreed to pursuant to a separate fee agreement.

(d) The Asbestos Trust will promptly reimburse the Administrative Trustee and the Delaware Trustee for all reasonable out-of-pocket costs and expenses incurred by the Administrative Trustee or the Delaware Trustee in connection with the performance of their duties hereunder.

(e) The Asbestos Trust shall include a description of the amounts paid under this Section 4.5 in the Annual Report.

#### **4.6 Indemnification.**

(a) The Asbestos Trust shall indemnify and defend the Trustees, the members of the TAC, the Delaware Trustee, and the FCR in the performance of their duties hereunder to the fullest extent that a statutory trust organized under the laws of the State of Delaware (after the

application of Section 7.11) is from time to time entitled to indemnify and defend such persons against any and all liabilities, expenses, claims, damages, or losses incurred by them in the performance of their duties hereunder or in connection with activities undertaken by them prior to the Effective Date in connection with the formation, establishment, or funding of the Asbestos Trust. The Asbestos Trust may indemnify any of the Additional Indemnitees in the performance of their duties hereunder to the fullest extent that a statutory trust organized under the laws of the State of Delaware (after the application of Section 7.11) is from time to time entitled to indemnify and defend such persons against any and all liabilities, expenses, claims, damages, or losses incurred by them in the performance of their duties hereunder or in connection with activities undertaken by them prior to the Effective Date in connection with the formation, establishment or funding of the Asbestos Trust. Notwithstanding the foregoing, no individual shall be indemnified or defended in any way for any liability, expense, claim, damage, or loss for which he or she is ultimately liable under Section 4.4 above.

(b) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of the Trustees, a member of the TAC, the Delaware Trustee, the FCR or an Additional Indemnatee in connection with any action, suit, or proceeding, whether civil, administrative or arbitral, from which they are indemnified by the Asbestos Trust pursuant to Section 4.6(a) above, shall be paid by the Asbestos Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Trustee, the member of the TAC, the Delaware Trustee, the FCR or the Additional Indemnatee, to repay such amount in the event that it shall be determined ultimately by final order that the Trustee, the member of the TAC, the FCR or the Additional Indemnatee is not entitled to be indemnified by the Asbestos Trust.

(c) The Trustees must purchase and maintain reasonable amounts and types of insurance on behalf of an individual who is or was a Trustee, a Delaware Trustee, a member of the TAC, the FCR or an Additional Indemnatee, including against liability asserted against or incurred by such individual in that capacity or arising from his or her status as a Trustee, TAC member, FCR, an officer or an employee of the Asbestos Trust, or an advisor, consultant or agent of the Asbestos Trust, the TAC, or the FCR.

**4.7 Lien.** The Trustees, Delaware Trustee, members of the TAC, the FCR and the Additional Indemnitees shall have a first priority lien upon the Asbestos Trust Assets to secure the payment of any amounts payable to them pursuant to Section 4.6 above.

**4.8 Trustees' Employment of Experts; Delaware Trustee's Employment of Counsel.**

(a) The Trustees may, but shall not be required to, retain and/or consult with counsel, accountants, appraisers, auditors, forecasters, experts, financial and investment advisors and such other parties deemed by the Trustees to be qualified as experts on the matters submitted to them (the "**Trust Professionals**"), and in the absence of a bad faith violation of the implied contractual covenant of good faith and fair dealing, the written opinion of or information provided by any such party deemed by the Trustees to be an expert on the particular matter submitted to such party shall be full and complete authorization and protection in respect of any action taken or not taken by the Trustees hereunder in good faith and in accordance with the written opinion of or information provided by any such party.

(b) The Delaware Trustee shall be permitted to retain counsel only in such circumstances as required in the exercise of its obligations hereunder and compliance with the advice of such counsel shall be full and complete authorization and protection for actions taken or not taken by the Delaware Trustee in good faith in compliance with such advice.

**4.9 Trustees' Independence.** A Trustee shall not, during the term of his or her service, hold a financial interest in, act as attorney or agent for, or serve as any other professional for the Reorganized Debtor. Notwithstanding the foregoing, the Litigation Trustee may serve as a director and officer of the Reorganized Debtor. If a conflict of interest arises as to a person serving both as the Litigation Trustee and as a director or officer of the Reorganized Debtor, such conflict shall be resolved in accordance with applicable nonbankruptcy law, including potentially the appointment of an independent director. A Trustee shall not act as an attorney for any person who holds a Channeled Asbestos Claim. For the avoidance of doubt, this Section shall not be applicable to the Delaware Trustee.

**4.10 Bond.** The Trustees and the Delaware Trustee shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

**4.11 Delaware Trustee.**

(a) There shall at all times be a Delaware Trustee. The Delaware Trustee shall either be (i) a natural person who is at least 21 years of age and a resident of the State of Delaware or (ii) a legal entity that has its principal place of business in the State of Delaware, otherwise meets the requirements of applicable Delaware law and shall act through one or more persons authorized to bind such entity. If at any time the Delaware Trustee shall cease to be eligible in accordance with the provisions of this Section 4.11, it shall resign immediately in the manner and with the effect hereinafter specified in Section 4.11(c) below. For the avoidance of doubt, the Delaware Trustee will only have such rights and obligations as expressly provided by reference to the Delaware Trustee hereunder.

(b) The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities, of the Trustees set forth

herein. The Delaware Trustee shall be one of the trustees of the Asbestos Trust for the sole and limited purpose of fulfilling the requirements of Section 3807 of the Act and for taking such actions as are required to be taken by a Delaware Trustee under the Act. The duties (including fiduciary duties), liabilities and obligations of the Delaware Trustee shall be limited to (i) accepting legal process served on the Asbestos Trust in the State of Delaware and (ii) the execution of any certificates required to be filed with the Secretary of State of the State of Delaware that the Delaware Trustee is required to execute under Section 3811 of the Act (acting solely at the written direction of the Administrative Trustee) and there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Delaware Trustee. To the extent that, at law or in equity, the Delaware Trustee has duties (including fiduciary duties) and liabilities relating thereto to the Asbestos Trust, the other parties hereto or any beneficiary of the Asbestos Trust, it is hereby understood and agreed by the other parties hereto that such duties and liabilities are replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Trust Agreement.

(c) The Delaware Trustee shall serve until such time as the Administrative Trustee removes the Delaware Trustee or the Delaware Trustee resigns and a successor Delaware Trustee is appointed by the Administrative Trustee in accordance with the terms of Section 4.11(d) below. The Delaware Trustee may resign at any time upon the giving of at least sixty (60) days' advance written notice to the Administrative Trustee; provided, that such resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Administrative Trustee in accordance with Section 4.11(d) below. If the Administrative Trustee does not act within such 60-day period, the Delaware Trustee may (at the



sole cost and expense of the Asbestos Trust) apply to the Court of Chancery of the State of Delaware for the appointment of a successor Delaware Trustee.

(d) Upon the resignation or removal of the Delaware Trustee, the Administrative Trustee shall appoint a successor Delaware Trustee by delivering a written instrument to the outgoing Delaware Trustee. Any successor Delaware Trustee must satisfy the requirements of Section 3807 of the Act. Any resignation or removal of the Delaware Trustee and appointment of a successor Delaware Trustee shall not become effective until a written acceptance of appointment is delivered by the successor Delaware Trustee to the outgoing Delaware Trustee and the Administrative Trustee and any fees and expenses due to the outgoing Delaware Trustee are paid. Following compliance with the preceding sentence, the successor Delaware Trustee shall become fully vested with all of the rights, powers, duties and obligations of the outgoing Delaware Trustee under this Trust Agreement, with like effect as if originally named as Delaware Trustee, and the outgoing Delaware Trustee shall be discharged of its duties and obligations under this Trust Agreement.

#### **4.12 Medicare Reporting Obligations.**

(a) The Asbestos Trust shall register as a Responsible Reporting Entity (“RRE”) under the reporting provisions of Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (Pub. L. 110-173) (“MMSEA”) in order to fulfill the reporting requirements applicable to the funders of the Asbestos Trust.

(b) The Asbestos Trust, acting as the RRE and reporting agent for its funders, shall, at its sole expense, timely submit all reports that are required under MMSEA on account of any claims settled, resolved, paid, or otherwise liquidated by the Asbestos Trust or with respect to contributions to the Asbestos Trust. The Asbestos Trust, in its role as RRE and reporting

agent, shall follow all applicable guidance published by the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and/or any other agent or successor entity charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA (collectively, “CMS”) to determine whether or not, and, if so, how, to report to CMS pursuant to MMSEA.

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

## **SECTION V.**

### **TRUST ADVISORY COMMITTEE**

**5.1 Members.** The TAC shall consist of five (5) members, who shall initially be the persons named on the signature page hereof.

**5.2 Duties.** The members of the TAC shall serve in a fiduciary capacity representing all holders of present Channeled Asbestos Claims. The TAC shall have no fiduciary obligations or duties to any party other than the holders of present Channeled Asbestos Claims. The Trustees must consult with the TAC on matters identified in Section 2.2(e) above and in other provisions herein and must obtain the consent of the TAC on matters identified in Section 2.2(f) above. Where provided in the TDP, certain other actions by the Trustees are also subject to the consent of the TAC. Except for the duties and obligations expressed in this Trust Agreement and the documents referenced herein (including the TDP), there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the TAC. To the extent that, at law or in equity, the TAC has duties (including fiduciary duties) and liabilities

relating thereto to the Asbestos Trust, the other parties hereto or any beneficiary of the Asbestos Trust, it is hereby understood and agreed by the other parties hereto that such duties and liabilities are replaced by the duties and liabilities of the TAC expressly set forth in this Trust Agreement and the documents referenced herein (including the TDP).

**5.3 Term of Office.**

(a) The initial members of the TAC appointed in accordance with Section 5.1 above shall serve the staggered three-, four-, or five-year terms shown on the signature pages hereof. Thereafter, each term of office shall be five (5) years. Each member of the TAC shall serve until the earlier of (i) his or her death, (ii) his or her resignation pursuant to Section 5.3(b) below, (iii) his or her removal pursuant to Section 5.3(c) below, (iv) the end of his or her term as provided above, or (v) the termination of the Asbestos Trust pursuant to Section 7.2 below.

(b) A member of the TAC may resign at any time by written notice to the other members of the TAC, the Trustees and the FCR. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) A member of the TAC may be removed in the event that he or she becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence, or a consistent pattern of neglect and failure to perform or to participate in performing the duties of such member hereunder, such as repeated non-attendance at scheduled meetings, or for other good cause. Such removal shall be made at the recommendation of the remaining members of the TAC with the approval of the Bankruptcy Court.

**5.4 Appointment of Successor.**

(a) If, prior to the termination of service of a member of the TAC other than as a result of removal, he or she has designated in writing an individual to succeed him or her as a member of the TAC, such individual shall be his or her successor. If such member of the TAC did not designate an individual to succeed him or her prior to the termination of his or her service as contemplated above, such member's law firm may designate his or her successor. If (i) a member of the TAC did not designate an individual to succeed him or her prior to the termination of his or her service and such member's law firm does not designate his or her successor as contemplated above or (ii) he or she is removed pursuant to Section 5.3(c) above, his or her successor shall be appointed by a majority of the remaining members of the TAC or, if such members cannot agree on a successor, the Bankruptcy Court. Nothing in this Trust Agreement shall prevent the reappointment of an individual serving as a member of the TAC for an additional term or terms, and there shall be no limit on the number of terms that a TAC member may serve.

(b) Each successor TAC member shall serve until the earlier of (i) the end of the full term of five (5) years for which he or she was appointed if his or her immediate predecessor member of the TAC completed his or her term, (ii) the end of the term of the member of the TAC whom he or she replaced if his or her predecessor member did not complete such term, (iii) his or her death, (iv) his or her resignation pursuant to Section 5.3(b) above, (v) his or her removal pursuant to Section 5.3(c) above, or (vi) the termination of the Asbestos Trust pursuant to Section 7.2 below.

(c) No successor TAC member shall be liable personally for any act or omission of his or her predecessor TAC member. No successor TAC member shall have any duty to investigate the acts or omissions of his or her predecessor TAC member. No TAC

member shall be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

**5.5 TAC's Employment of Professionals.**

(a) The TAC may but is not required to retain and/or consult counsel, accountants, appraisers, auditors, forecasters, experts, and financial and investment advisors, and such other parties deemed by the TAC to be qualified as experts on matters submitted to the TAC (the “**TAC Professionals**”). The TAC and the TAC Professionals shall at all times have complete access to the Asbestos Trust's officers, employees and agents, as well as to the Trust Professionals, and shall also have complete access to all information generated by them or otherwise available to the Asbestos Trust or the Trustees provided that any information provided by the Trust Professionals shall not constitute a waiver of any applicable privilege. In the absence of a bad faith violation of the implied contractual covenant of good faith and fair dealing, the written opinion of or information provided by any TAC Professional or Trust Professional deemed by the TAC to be qualified as an expert on the particular matter submitted to the TAC shall be full and complete authorization and protection in support of any action taken or not taken by the TAC in good faith and in accordance with the written opinion of or information provided by the TAC Professional or Trust Professional.

(b) The Asbestos Trust shall promptly reimburse, or pay directly if so instructed, the TAC for all reasonable fees and costs associated with the TAC's employment of legal counsel pursuant to this provision in connection with the TAC's performance of its duties hereunder. The Asbestos Trust shall also promptly reimburse, or pay directly if so instructed, the TAC for all reasonable fees and costs associated with the TAC's employment of any other TAC Professional pursuant to this provision in connection with the TAC's performance of its duties

hereunder; *provided, however*, that (i) the TAC has first submitted to the Asbestos Trust a written request for such reimbursement setting forth (A) the reasons why the TAC desires to employ such TAC Professional, and (B) the basis upon which the TAC seeks advice independent of the Trust Professionals to meet the need of the TAC for such expertise or advice, and (ii) the Asbestos Trust has approved the TAC's request for reimbursement in writing, which approval must not be unreasonably withheld, delayed, or denied. If the Asbestos Trust agrees to pay for the TAC Professional, such reimbursement shall be treated as an Asbestos Trust expense. If the Asbestos Trust declines to pay for the TAC Professional, it must set forth its reasons in writing. If the TAC still desires to employ the TAC Professional at the Asbestos Trust's expense, the TAC and/or the Trustees shall resolve their dispute pursuant to Section 7.13 below.

**5.6 Compensation and Expenses of the TAC.** The members of the TAC shall not receive compensation or expense reimbursement from the Asbestos Trust in connection with their services as TAC members.

**5.7 Procedures for Consultation with and Obtaining the Consent of the TAC.**

(a) Consultation Process.

(i) In the event the Trustees are required to consult with the TAC pursuant to Section 2.2(e) above or on other matters as provided herein, the Trustees shall provide the TAC with written advance notice of the matter under consideration, and with all relevant information concerning the matter as is reasonably practicable under the circumstances. The Trustees shall also provide the TAC with such reasonable access to the Trust Professionals and other experts retained by the Asbestos Trust and its staff (if any) as the TAC may reasonably request during the time that the Trustees are considering such matter, and shall also provide the

TAC the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such matter with the Trustees.

(ii) In determining when to take definitive action on any matter subject to the consultation procedures set forth in this Section 5.7(a), the Trustees shall take into consideration the time required for the TAC, if its members so wish, to engage and consult with its own independent financial or investment advisors as to such matter. In any event, the Trustees shall not take definitive action on any such matter until at least thirty (30) days after providing the TAC with the initial written notice that such matter is under consideration by the Trustees, unless such time period is waived by the TAC.

(b) Consent Process.

(i) In the event the Trustees are required to obtain the consent of the TAC pursuant to Section 2.2(f) above, the Trustees shall provide the TAC with a written notice stating that their consent is being sought pursuant to that provision, describing in detail the nature and scope of the action the Trustees propose to take, and explaining in detail the reasons why the Trustees desire to take such action. The Trustees shall provide the TAC as much relevant additional information concerning the proposed action as is reasonably practicable under the circumstances. The Trustees shall also provide the TAC with such reasonable access to the Trust Professionals and other experts retained by the Asbestos Trust and its staff (if any) as the TAC may reasonably request during the time that the Trustees are considering such action, and shall also provide the TAC the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such action with the Trustees.

(ii) The TAC must consider in good faith and in a timely fashion any request for its consent by the Trustees, and must in any event advise the Trustees in writing of its

consent or its objection to the proposed action within thirty (30) days of receiving the original request for consent from the Trustees, or within such additional time as the Trustees and the TAC may agree. The TAC may not withhold its consent unreasonably. If the TAC decides to withhold its consent, it must explain in detail its objections to the proposed action. If the TAC does not advise the Trustees in writing of its consent or its objections to the action within thirty (30) days of receiving notice regarding such request (or the additional time period agreed to by the Trustees and the TAC), the TAC's consent to the proposed actions shall be deemed to have been affirmatively granted.

(iii) If, after following the procedures specified in this Section 5.7(b), the TAC continues to object to the proposed action and to withhold its consent to the proposed action, the Trustees and/or the TAC shall resolve their dispute pursuant to Section 7.13. However, the burden of proof with respect to the validity of the TAC's objection and withholding of its consent shall be on the TAC.

## **SECTION VI.**

### **THE FCR**

**6.1 Duties.** The initial FCR shall be the individual identified on the signature pages hereto. He or she shall serve in a fiduciary capacity, representing the interests of the holders of future Channeled Asbestos Claims for the purpose of protecting the rights of such persons. The FCR shall have no fiduciary obligations or duties to any party other than holders of future Channeled Asbestos Claims. The Trustees must consult with the FCR on matters identified in Section 2.2(e) above and on certain other matters provided herein and must obtain the consent of the FCR on matters identified in Section 2.2(f) above. Where provided in the TDP, certain other actions by the Trustees are also subject to the consent of the FCR. Except for the duties and obligations expressed in this Trust Agreement and the documents referenced herein (including



the TDP), there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the FCR. To the extent that, at law or in equity, the FCR has duties (including fiduciary duties) and liabilities relating thereto to the Asbestos Trust, the other parties hereto or any beneficiary of the Asbestos Trust, it is hereby understood and agreed by the other parties hereto that such duties and liabilities are replaced by the duties and liabilities of the FCR expressly set forth in this Trust Agreement and the documents referenced herein (including the TDP).

**6.2 Term of Office.**

(a) The FCR shall serve until the earlier of (i) his or her death, (ii) his or her resignation pursuant to Section 6.2(b) below, (iii) his or her removal pursuant to Section 6.2(c) below, or (iv) the termination of the Asbestos Trust pursuant to Section 7.2 below.

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

(c) The FCR may be removed by the Bankruptcy Court in the event he or she becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence, or a consistent pattern of neglect and failure to perform or to participate in performing the duties hereunder, such as repeated non-attendance at scheduled meetings, or for other good cause.

(d) No successor FCR shall be liable personally for any act or omission of his or her predecessor. No successor FCR shall have any duty to investigate the acts or omissions of his or her predecessor. No FCR shall be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

**6.3 Appointment of Successor.** A vacancy caused by resignation or death shall be filled with an individual nominated prior to the effective date of the resignation or the death by the resigning or deceased FCR, and a vacancy caused by removal of the FCR shall be filled with an individual selected by the Trustees in consultation with the TAC. In the event a nominee has not been pre-selected, the successor shall be chosen by the Trustees in consultation with the TAC.

**6.4 FCR's Employment of Professionals.**

(a) The FCR may, but is not required to, retain and/or consult counsel, accountants, appraisers, auditors, forecasters, experts, and financial and investment advisors, and such other parties deemed by the FCR to be qualified as experts on matters submitted to the FCR (the "**FCR Professionals**"). The FCR and the FCR Professionals shall at all times have complete access to the Asbestos Trust's officers, employees and agents, as well as to the Trust Professionals, and shall also have complete access to all information generated by them or otherwise available to the Asbestos Trust or the Trustees provided that any information provided by the Trust Professionals shall not constitute a waiver of any applicable privilege. In the absence of a bad faith violation of the implied contractual covenant of good faith and fair dealing, the written opinion of or information provided by any FCR Professional or Trust Professional deemed by the FCR to be qualified as an expert on the particular matter submitted to the FCR shall be full and complete authorization and protection in support of any action taken, or not taken, by the FCR in good faith and in accordance with the written opinion of or information provided by the FCR Professional or Trust Professional.

(b) The Asbestos Trust shall promptly reimburse, or pay directly if so instructed, the FCR for all reasonable fees and costs associated with the FCR's employment of

legal counsel pursuant to this provision in connection with the FCR's performance of his or her duties hereunder. The Asbestos Trust shall also promptly reimburse, or pay directly if so instructed, the FCR for all reasonable fees and costs associated with the FCR's employment of any other FCR Professionals pursuant to this provision in connection with the FCR's performance of his or her duties hereunder; *provided, however*, that (i) the FCR has first submitted to the Asbestos Trust a written request for such reimbursement setting forth (A) the reasons why the FCR desires to employ the FCR Professional, and (B) the basis upon which the FCR seeks advice independent of the Trust Professionals to meet the need of the FCR for such expertise or advice, and (ii) the Asbestos Trust has approved the FCR's request for reimbursement in writing, which approval must not be unreasonably withheld, delayed, or denied. If the Asbestos Trust agrees to pay for the FCR Professional, such reimbursement shall be treated as an Asbestos Trust expense. If the Asbestos Trust declines to pay for the FCR Professional, it must set forth its reasons in writing. If the FCR still desires to employ the FCR Professional at the Asbestos Trust's expense, the FCR and/or the Trustees shall resolve their dispute pursuant to Section 7.13 below.

**6.5 Compensation and Expenses of the FCR.** The FCR shall receive compensation from the Asbestos Trust in the form of payment at the FCR's normal hourly rate for services performed. The Asbestos Trust will promptly reimburse the FCR for all reasonable out-of-pocket costs and expenses incurred by the FCR in connection with the performance of his or her duties hereunder. Such reimbursement or direct payment shall be deemed an Asbestos Trust expense. The Asbestos Trust shall include a description of the amounts paid under this Section 6.5 in the Annual Report to be filed with the Bankruptcy Court and provided to the FCR and the TAC pursuant to Section 2.2(c)(i).

**6.6 Procedures for Consultation with and Obtaining the Consent of the FCR.**

(a) Consultation Process.

(i) In the event the Trustees are required to consult with the FCR pursuant to Section 2.2(e) above or on any other matters specified herein, the Trustees shall provide the FCR with written advance notice of the matter under consideration, and with all relevant information concerning the matter as is reasonably practicable under the circumstances. The Trustees shall also provide the FCR with such reasonable access to the Trust Professionals and other experts retained by the Asbestos Trust and its staff (if any) as the FCR may reasonably request during the time that the Trustees are considering such matter, and shall also provide the FCR the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such matter with the Trustees.

(ii) In determining when to take definitive action on any matter subject to the consultation process set forth in this Section 6.6(a), the Trustees shall take into consideration the time required for the FCR, if he or she so wishes, to engage and consult with his or her own independent financial or investment advisors as to such matter. In any event, the Trustees shall not take definitive action on any such matter until at least thirty (30) days after providing the FCR with the initial written notice that such matter is under consideration by the Trustees, unless such period is waived by the FCR.

(b) Consent Process.

(i) In the event the Trustees are required to obtain the consent of the FCR pursuant to Section 2.2(f) above, the Trustees shall provide the FCR with a written notice stating that his or her consent is being sought pursuant to that provision, describing in detail the nature and scope of the action the Trustees propose to take, and explaining in detail the reasons

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

(ii) The FCR must consider in good faith and in a timely fashion any request for his or her consent by the Trustees, and must in any event advise the Trustees in writing of his or her consent or objection to the proposed action within thirty (30) days of receiving the original request for consent from the Trustees, or within such additional time as the Trustees and FCR may agree. The FCR may not withhold his or her consent unreasonably. If the FCR decides to withhold consent, he or she must explain in detail his or her objections to the proposed action. If the FCR does not advise the Trustees in writing of his or her consent or objections to the proposed action within thirty (30) days of receiving the notice from the Trustees regarding such consent (or the additional time period agreed to by the Trustees and the FCR), the FCR's consent shall be deemed to have been affirmatively granted.

(iii) If, after following the procedures specified in this Section 6.6(b), the FCR continues to object to the proposed action and to withhold its consent to the proposed action, the Trustees and/or the FCR shall resolve their dispute pursuant to Section 7.13. However, the burden of proof with respect to the validity of the FCR's objection and withholding of his or her consent shall be on the FCR.

## SECTION VII.

### GENERAL PROVISIONS

**7.1 Irrevocability.** To the fullest extent permitted by applicable law, the Asbestos Trust is irrevocable.

**7.2 Term; Termination.**

(a) The term for which the Asbestos Trust is to exist shall commence on the date of the filing of the Certificate of Trust and shall terminate pursuant to the provisions of Section 7.2(b)-(d) below.

(b) The Asbestos Trust shall automatically dissolve on the date (the “**Dissolution Date**”) ninety (90) days after the first to occur of the following events:

(i) the date on which the Administrative Trustee decides after consultation with the TAC and the FCR, to dissolve the Asbestos Trust because (A) he or she deems it unlikely that new compensable Channeled Asbestos Claims will be filed with the Asbestos Trust, (B) all Channeled Asbestos Claims duly filed with the Asbestos Trust have been liquidated and paid to the extent provided in this Trust Agreement and the TDP or have been disallowed to the extent possible based upon the funds available through the Plan, (C) twelve (12) consecutive months have elapsed during which no new compensable Asbestos Claim has been filed with the Asbestos Trust, or (D) in the judgment of the Administrative Trustee, the continued administration of the Asbestos Trust is uneconomic given the anticipated future costs of operating the Asbestos Trust compared to the amount of the anticipated future payments to holders of Channeled Asbestos Claims; or

(ii) if the Administrative Trustee has procured and has in place irrevocable insurance policies and has established claims handling agreements and other necessary arrangements with suitable third parties adequate to discharge all expected remaining

obligations and expenses of the Asbestos Trust in a manner consistent with this Trust Agreement and the TDP, the date on which the Bankruptcy Court enters an order approving such insurance and other arrangements and such order becomes a final order; or

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

(c) On the Dissolution Date or as soon as reasonably practicable, after the wind-up of the Asbestos Trust's affairs by the Administrative Trustee and payment of all the Asbestos Trust's liabilities have been provided for as required by applicable law including Section 3808 of the Act, all monies remaining in the Asbestos Trust estate shall be given to such organization(s) exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, which tax-exempt organization(s) shall be selected by the Trustees using their reasonable discretion; *provided, however*, that (i) if practicable, the activities of the selected tax-exempt organization(s) shall be related to the treatment of, research on, or the relief of suffering of individuals suffering from asbestos-related disorders, and (ii) the tax-exempt organization(s) shall not bear any relationship to the Reorganized Debtor within the meaning of section 468B(d)(3) of the Internal Revenue Code. Notwithstanding any contrary provision of the Plan and related documents, this Section 7.2(c) cannot be modified or amended.

(d) Following the dissolution and distribution of the assets of the Asbestos Trust, the Asbestos Trust shall terminate and the Trustees and the Delaware Trustee (acting solely at the written direction of the Administrative Trustee) shall execute and cause a Certificate of Cancellation of the Certificate of Trust of the Asbestos Trust to be filed in accordance with the

Act. Notwithstanding anything to the contrary contained in this Trust Agreement, the existence of the Asbestos Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation.

**7.3 Amendments.** The Trustees, after consultation with the TAC and the FCR, and subject to the unanimous consent of the TAC and the FCR, may modify or amend this Trust Agreement. The Administrative Trustee, after consultation with the TAC and the FCR, and subject to the consent of the TAC and the FCR, may modify or amend the TDP; *provided, however*, that no amendment to the TDP shall be inconsistent with the provisions limiting amendments to that document provided therein. Any modification or amendment made pursuant to this Section must be done in writing. Notwithstanding anything contained in this Trust Agreement or the TDP to the contrary, neither this Trust Agreement, the TDP, 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 to the Plan and the Confirmation Order, (ii) the efficacy or enforceability of the Asbestos Permanent Channeling Injunction or any other injunction or release issued or granted in connection with the Plan, or (iii) the Asbestos Trust's qualified settlement fund status under the QSF Regulations. Any amendment affecting the rights, duties, immunities or liabilities of the Delaware Trustee shall require the Delaware Trustee's written consent. Any amendment affecting the reservation of rights of HII<sup>2</sup> contained within Section 5.2(a)(xii) of the TDP shall require Huntington Ingalls Industries, Inc.'s written consent. In the event the Asbestos Trust, with the consent of the TAC and the FCR, reaches a settlement with an Asbestos Insurer on or after the Effective Date that

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<sup>2</sup> The Plan provides that “**HII**” means Huntington Ingalls Industries, Inc. and Huntington Ingalls Incorporated (and Huntington Ingalls Incorporated's corporate predecessors, including, without limitation, Avondale Industries or Avondale Shipyards).



resolves such Asbestos Insurer's asbestos insurance coverage, such settlement shall require the approval of the Bankruptcy Court. To the extent such settlement requires a revision of the TDP, such revision shall require the consent of the TAC and the FCR.

**7.4 Meetings.** The Delaware Trustee shall not be required nor permitted to attend meetings relating to the Asbestos Trust.

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

**7.6 Notices.** Notices to persons asserting claims shall be given by first class mail, postage prepaid, at the address of such person, or, where applicable, such person's legal representative, in each case as provided on such person's claim form submitted to the Asbestos Trust with respect to his or her Asbestos Claim.

(a) Any notices or other communications required or permitted hereunder to the following parties shall be in writing and delivered at the addresses designated below, or sent by e-mail pursuant to the instructions listed below, or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other address or addresses as may hereafter be furnished in writing to each of the other parties listed below in compliance with the terms hereof.

**To the Asbestos Trust through the Trustees:**

[TO COME]

With a copy to:

[TO COME]

**To the Delaware Trustee:**

[TO COME]

**To the TAC:**

[TO COME]

**To the FCR:**

[TO COME]

**To the Reorganized Debtor:**

[TO COME]

(b) All such notices and communications if mailed shall be effective when physically delivered at the designated addresses or, if electronically transmitted, when the communication is received at the designated addresses and confirmed by the recipient by return transmission.

**7.7 Successors and Assigns.** The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Debtor, the Asbestos Trust, the Trustees, and the Reorganized Debtor, and their respective successors and assigns, except that neither the Debtor, the Asbestos Trust, the Trustees, nor the Reorganized Debtor may assign or otherwise transfer any of its, or their, rights or obligations, if any, under this Trust Agreement except, in the case of the Asbestos Trust and the Trustees, as contemplated by Section 2.1 above.

**7.8 Limitation on Claim Interests for Securities Laws Purposes.** Channeled Asbestos Claims, and any interests therein (a) shall not be assigned, conveyed, hypothecated, pledged, or otherwise transferred, voluntarily or involuntarily, directly or indirectly, except by will or under the laws of descent and distribution; (b) shall not be evidenced by a certificate or other instrument; (c) shall not possess any voting rights; and (d) shall not be entitled to receive any dividends or interest; provided, however, that clause (a) of this Section 7.8 shall not apply to

the holder of a claim that is subrogated to an Asbestos Claim as a result of its satisfaction of such Asbestos Claim.

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

**7.10 Headings.** The headings used in this Trust Agreement are inserted for convenience only and do not constitute a portion of this Trust Agreement, nor in any manner affect the construction of the provisions of this Trust Agreement.

**7.11 Governing Law.** The validity and construction of this Trust Agreement and all amendments hereto and thereto shall be governed by laws of the State of Delaware, and the rights of all parties hereto and the effect of every provision hereof shall be subject to and construed according to the laws of the State of Delaware without regard to the conflicts of law provisions thereof that would purport to apply the law of any other jurisdiction; provided, however, that the parties hereto intend that the provisions hereof shall control and there shall not be applicable to the Asbestos Trust, the Trustees, the Delaware Trustee, the TAC, the FCR, or this Trust Agreement, any provision of the laws (statutory or common) of the State of Delaware pertaining to trusts that relate to or regulate in a manner inconsistent with the terms hereof: (a) the filing with any court or governmental body or agency of trustee accounts or schedules of

trustee fees and charges; (b) affirmative requirements to post bonds for trustees, officers, agents, or employees of a trust; (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding or disposition of real or personal property; (d) fees or other sums payable to trustees, officers, agents or employees of a trust; (e) the allocation of receipts and expenditures to income or principal; (f) restrictions or limitations on the permissible nature, amount or concentration of trust investments or requirements relating to the titling, storage or other manner of holding of trust assets; (g) the existence of rights or interests (beneficial or otherwise) in trust assets; (h) the ability of beneficial owners or other persons to terminate or dissolve a trust; or (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of trustees or beneficial owners that are inconsistent with the limitations on liability or authorities and powers of the Trustees, the Delaware Trustee, the TAC, or the FCR set forth or referenced in this Trust Agreement. Section 3540 of the Act shall not apply to the Asbestos Trust.

**7.12 Settlor's Representative and Cooperation.** The Debtor is hereby irrevocably designated as the Settlor, and it is hereby authorized to take any action required of the Settlor by the Trustee in connection with the Trust Agreement. The Reorganized Debtor agrees to cooperate in implementing the goals and objectives of this Trust Agreement.

**7.13 Dispute Resolution.** Any disputes that arise under this Trust Agreement or under the TDP among the parties hereto shall be resolved by submission of the matter to an alternative dispute resolution (“ADR”) process mutually agreeable to the parties involved. Should any party to the ADR process be dissatisfied with the decision of the arbitrator(s), that party may apply to the Bankruptcy Court for a judicial determination of the matter. Any review conducted by the Bankruptcy Court shall be *de novo*. In any case, if the dispute arose pursuant to the consent

provision set forth in Section 5.7(b) (in the case of the TAC) or Section 6.6(b) (in the case of the FCR), the burden of proof shall be on the party or parties who withheld consent to show that the objection was valid. Should the dispute not be resolved by the ADR process within thirty (30) days after submission, the parties are relieved of the requirement to pursue ADR prior to application to the Bankruptcy Court. If the Trustees determine that the matter in dispute is exigent and cannot await the completion of the ADR process, the Trustees shall have the discretion to elect out of the ADR process altogether or at any stage of the process and seek resolution of the dispute in the Bankruptcy Court.

**7.14 Enforcement and Administration.** The provisions of this Trust Agreement and the TDP attached hereto shall be enforced by the Bankruptcy Court pursuant to the Plan. The parties hereby further acknowledge and agree that the Bankruptcy Court shall have exclusive jurisdiction over the settlement of the accounts of the Trustee and over any disputes hereunder not resolved by alternative dispute resolution in accordance with Section 7.13 above.

**7.15 Effectiveness.** This Trust Agreement shall not become effective until it has been executed and delivered by all the parties hereto.

**7.16 Counterpart Signatures.** This Trust Agreement may be executed in any number of counterparts and by different Parties on separate counterparts (including by portable document format (pdf) or DocuSign), and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Trust Agreement this  
\_\_\_\_\_ day of \_\_\_\_\_, 2025.

**HOPEMAN BROTHERS, INC.**

**UNSECURED CREDITORS COMMITTEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ADMINISTRATIVE TRUSTEE**

**DELAWARE TRUSTEE**

**[TO COME]**

\_\_\_\_\_  
Name: Stephen Stobbs

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

Title:

**LITIGATION TRUSTEE**

\_\_\_\_\_  
Name: Matthew T. Richardson

**TRUST ADVISORY COMMITTEE**

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Name: Stephen J. Austin  
Expiration Date of Initial Term: \_\_\_\_\_ Anniversary  
of the date of this Trust Agreement

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Name: Charles W. Branham, III  
Expiration Date of Initial Term: \_\_\_\_\_ Anniversary  
of the date of this Trust Agreement

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Name: Lisa Nathanson Busch  
Expiration Date of Initial Term: \_\_\_\_\_ Anniversary  
of the date of this Trust Agreement

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Name: Matthew C. Clark  
Expiration Date of Initial Term: \_\_\_\_\_ Anniversary  
of the date of this Trust Agreement

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Name: Marcus E. Raichle Jr.  
Expiration Date of Initial Term: \_\_\_\_\_ Anniversary  
of the date of this Trust Agreement

**FCR**

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Name: Marla R. Eskin

[Signature Pages to Trust Agreement]

**EXHIBIT A-1**

**Redline of Second Revised Asbestos Trust Agreement**



## **HOPEMAN ASBESTOS TRUST AGREEMENT**

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## HOPEMAN ASBESTOS TRUST AGREEMENT

This Hopeman Asbestos Trust Agreement (this “**Trust Agreement**”), dated the date set forth on the signature page hereof and effective as of the Effective Date, is entered into, pursuant to the [Modified](#) Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code dated ~~May~~[August](#) 20, 2025 (as it may be [further modified](#), amended, or supplemented, the “**Plan**”),<sup>1</sup> by Hopeman Brothers, Inc. (referred to as the “**Debtor**,” “**Hopeman**,” or the “**Settlor**”), the debtor and debtor-in-possession whose chapter 11 case is administered under Case No. 24-32428 in the United States Bankruptcy Court for the Eastern District of Virginia; the Future Claimants’ Representative (the “**FCR**”); the Official Committee of Unsecured Creditors (the “**UCC**”); \_\_\_\_\_ (the “**Delaware Trustee**”); the Administrative Trustee identified on the signature pages hereof (the “**Administrative Trustee**”); the Litigation Trustee identified on the signature page hereof (the “**Litigation Trustee**”, and together with the Administrative Trustee, the “**Trustees**”); and the members of the Asbestos Trust Advisory Committee identified on the signature pages hereof (the “**TAC**”); and

**WHEREAS**, the Debtor has reorganized under the provisions of chapter 11 of the Bankruptcy Code in the case filed in the United States Bankruptcy Court for the Eastern District of Virginia, administered and known as *In re Hopeman Brothers, Inc.*, Case No. 24-32428; and

**WHEREAS**, the Confirmation Order has been entered by the Bankruptcy Court and affirmed by the District Court; and

**WHEREAS**, the Plan provides, *inter alia*, for the creation of the Asbestos Trust; and

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<sup>1</sup> All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Plan, and such definitions are incorporated herein by reference. All capitalized terms not defined herein or defined in the Plan, but defined in the Bankruptcy Code or Rules, shall have the meanings ascribed to them by the Bankruptcy Code and Rules, and such definitions are incorporated herein by reference.

**WHEREAS**, pursuant to the Plan, the Asbestos Trust is to use its assets and income to satisfy Channeled Asbestos Claims; and

**WHEREAS**, it is the intent of Hopeman, the Trustees, the UCC, the TAC, and the FCR that the Asbestos Trust be administered, maintained, and operated at all times through mechanisms that provide reasonable assurance that the Asbestos Trust will satisfy all Channeled Asbestos Claims pursuant to the Hopeman Asbestos Trust Distribution Procedures (the “**TDP**”) attached to the Plan as Exhibit B in substantially the same manner, and in strict compliance with the terms of this Trust Agreement; and

**WHEREAS**, all rights of the holders of Channeled Asbestos Claims arising under this Trust Agreement and the TDP shall vest upon the Effective Date; and

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

**WHEREAS**, the Bankruptcy Court has determined that the Asbestos Trust and the Plan satisfy all the prerequisites for an injunction pursuant to section 524(g) of the Bankruptcy Code with respect to any and all Channeled Asbestos Claims, and such injunction has been entered in connection with the Confirmation Order;

**NOW, THEREFORE**, it is hereby agreed as follows:

## **SECTION I.**

### **AGREEMENT OF TRUST**

**1.1 Creation and Name.** The Debtor as Settlor hereby creates a trust known as the “Hopeman Asbestos Trust,” which is the Asbestos Trust provided for and referred to in the Plan. The Trustees of the Asbestos Trust may transact the business and affairs of the Asbestos Trust in the name of the Asbestos Trust, and references herein to the Asbestos Trust shall include the Trustees acting on behalf of the Asbestos Trust. It is the intention of the parties hereto that the

trust created hereby constitute a statutory trust under Chapter 38 of title 12 of the Delaware Code, 12 Del. C. § 3801 et seq. (the “**Act**”) and that this document constitutes the governing instrument of the Asbestos Trust. The Trustees and the Delaware Trustee are hereby authorized and directed to execute and file a Certificate of Trust with the Delaware Secretary of State.

**1.2 Purpose.** Subject to the provisions of the Plan, the purpose of the Asbestos Trust is to assume liability and responsibility for all Channeled Asbestos Claims, and, among other things to: (a) direct the processing, liquidation and payment of Channeled Asbestos Claims in accordance with the Plan, the TDP, and the Confirmation Order, including allowing claimants with Insured Asbestos Claims to pursue their Channeled Asbestos Claims in the tort system; (b) preserve, hold, manage, and maximize the assets of the Asbestos Trust for use in paying and satisfying Channeled Asbestos Claims; and (c) qualify at all times as a qualified settlement fund. The Asbestos Trust is to use the Asbestos Trust’s assets and income to pay the holders of Channeled Asbestos Claims in accordance with this Trust Agreement and the TDP in such a way that such holders of Channeled Asbestos Claims are treated fairly, equitably, and reasonably in light of the finite assets available to satisfy such claims, and to otherwise comply in all respects with the requirements of a trust set forth in section 524(g)(2)(B) of the Bankruptcy Code.

**1.3 Transfer of Assets.** Pursuant to, and in accordance with, Sections 8.2 and 8.3 of the Plan, the Asbestos Trust has received the Asbestos Trust Assets to fund the Asbestos Trust and settle or discharge Channeled Asbestos Claims in the manner provided for under the TDP. In all events, the Asbestos Trust Assets or any other assets to be transferred to the Asbestos Trust under the Plan will be transferred to the Asbestos Trust free and clear of any liens or other claims by the Debtor, Reorganized Hopeman (the “**Reorganized Debtor**”), any Settled Asbestos Insurer, any creditor, or other entity except as otherwise provided in the Plan. Section 8.19 of the Plan provides for the Debtor and the Reorganized Debtor, among others, to execute and deliver such documents to the Asbestos Trust as the Trustees may request to effectuate the transfer and assignment of any Asbestos Trust Assets to the Asbestos Trust and other terms of the Plan.

**1.4 Acceptance of Assets and Assumption of Liabilities.**

(a) In furtherance of the purposes of the Asbestos Trust, the Asbestos Trust hereby expressly accepts the transfer to the Asbestos Trust of the Asbestos Trust Assets and any other transfers contemplated by the Plan in the time and manner as, and subject to the terms, contemplated in the Plan.

(b) In furtherance of the purposes of the Asbestos Trust, the Asbestos Trust expressly assumes liability and responsibility for all Channeled Asbestos Claims in substitution for the financial or other responsibility or liability of the Reorganized Debtor therefor. Except as otherwise provided in this Trust Agreement and the TDP, the Asbestos Trust shall have all

defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding such claims that the Debtor or the Reorganized Debtor have or would have had under applicable law. Regardless of the foregoing, however, a claimant must meet otherwise applicable federal and state statutes of limitations and repose, except as otherwise provided in Section 5.1(a)(2) of the TDP.

(c) To the extent required by the Plan, the Asbestos Trust shall reimburse the Reorganized Debtor for out-of-pocket expenses incurred by the Reorganized Debtor.

(d) No provision herein or in the TDP shall be construed or implemented in a manner that would cause the Asbestos Trust to fail to qualify as a “qualified settlement fund” under the QSF Regulations.

(e) Nothing in this Trust Agreement shall be construed in any way to limit (i) the scope, enforceability, or effectiveness of the Asbestos Permanent Channeling Injunction, or (ii) subject to the provisions of Section 1.4(b) above, the Asbestos Trust’s assumption of all liability for Channeled Asbestos Claims.

(f) In this Trust Agreement and the TDP the words “must,” “will,” and “shall” are intended to have the same mandatory force and effect, while the word “may” is intended to be permissive rather than mandatory.

(g) To the extent required by the Act, the beneficial owners (within the meaning of the Act) of the Asbestos Trust (the “**Beneficial Owners**”) shall be deemed to be the holders of Channeled Asbestos Claims; provided that (i) the holders of Channeled Asbestos Claims, as such Beneficial Owners, shall have only such rights with respect to the Asbestos Trust and its assets as are set forth in the TDP, and (ii) no greater or other rights, including upon

dissolution, liquidation or winding up of the Asbestos Trust, shall be deemed to apply to the holders of Channeled Asbestos Claims in their capacity as Beneficial Owners.

## **SECTION II.**

### **POWERS AND TRUST ADMINISTRATION**

#### **2.1 Powers.**

(a) The Trustees are and shall act as the fiduciaries to the Asbestos Trust in accordance with the provisions of this Trust Agreement and the Plan. The Trustees shall, at all times, administer the Asbestos Trust and the Asbestos Trust Assets in accordance with the purposes set forth in Section 1.2 above. Subject to the limitations set forth in this Trust Agreement, the Trustees shall have the power to take any and all actions that, in the judgment of the Trustees, are necessary or proper to fulfill the purposes of the Asbestos Trust, including, without limitation, each power expressly granted in this Section 2.1, any power reasonably incidental thereto and not inconsistent with the requirements of Section 2.2, and any trust power now or hereafter permitted under the laws of the State of Delaware.

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

(c) Without limiting the generality of Section 2.1(a) above, and except as limited below, the Trustees shall have the power to:

(i) receive and hold the Asbestos Trust Assets and exercise all rights with respect thereto, including the right to vote and sell any securities that are included in the Asbestos Trust Assets;

(ii) invest the monies held from time to time by the Asbestos Trust;



(iii) sell, transfer, or exchange any or all of the Asbestos Trust Assets at such prices and upon such terms as the Trustees may consider proper, consistent with the other terms of this Trust Agreement;

(iv) enter into leasing and financing agreements with third parties to the extent such agreements are reasonably necessary to permit the Asbestos Trust to operate;

(v) pay liabilities and expenses of the Asbestos Trust;

(vi) establish such funds, reserves, and accounts within the Asbestos Trust estate, as deemed by the Administrative Trustee to be useful in carrying out the purposes of the Asbestos Trust;

(vii) sue and be sued and participate, as a party or otherwise, in any judicial, administrative, arbitral, or other proceeding;

(viii) establish, supervise, and administer the Asbestos Trust in accordance with this Trust Agreement and the TDP and the terms thereof;

(ix) appoint such officers and hire such employees and engage such legal, financial, accounting, investment, auditing, and forecasting, and other consultants and agents as the business of the Asbestos Trust requires, and delegate to such persons such powers and authorities as the fiduciary duties of the Trustee permit and as the Trustees, in their discretion, deems advisable or necessary in order to carry out the terms of this Asbestos Trust;

(x) pay employees, legal, financial, accounting, investment, auditing, and forecasting, and other consultants, advisors, and agents, including those engaged by the Asbestos Trust in connection with its alternative dispute resolution activities, reasonable compensation;

(xi) compensate the Trustees, the Delaware Trustee, the TAC members, and the FCR to the extent provided below, and their employees, legal, financial, accounting, investment, and other advisors, consultants, independent contractors, and agents, and reimburse the Trustees, the Delaware Trustee, and the FCR all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder to the extent provided below;

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

(xiii) enter into such other arrangements with third parties as are deemed by the Trustees to be useful in carrying out the purposes of the Asbestos Trust, provided such arrangements do not conflict with any other provision of this Trust Agreement;

(xiv) in accordance with Section 4.6 of this Trust Agreement, defend, indemnify, and hold harmless (and purchase insurance indemnifying) (A) the Trustees, the Delaware Trustee, the members of the TAC, and the FCR, and (B) the officers and employees of the Asbestos Trust, and any agents, advisors and consultants of the Asbestos Trust, the TAC, or the FCR (the “**Additional Indemnitees**”), to the fullest extent that a statutory trust organized under the laws of the State of Delaware is from time to time entitled to indemnify and/or insure its directors, trustees, officers, employees, agents, advisors, and representatives. Notwithstanding anything to the contrary herein, no party shall be indemnified in any way for any liability, expense, claim, damage or loss for which he or she is liable under Section 4.4 below;

(xv) in accordance with the terms of the Plan, defend, indemnify and hold harmless (a) the Released Parties (as defined in the Plan); and (b) the Protected Parties (as defined in the Plan);

(xvi) delegate any or all of the authority herein conferred with respect to the investment of all or any portion of the Asbestos Trust Assets to any one or more reputable individuals or recognized institutional investment advisors or investment managers without liability for any action taken or omission made because of any such delegation, except as provided in Section 4.4 below;

(xvii) consult with the TAC and the FCR at such times and with respect to such issues relating to the conduct of the Asbestos Trust as the Trustees consider desirable; and

(xviii) make, pursue (by litigation or otherwise), collect, compromise or settle, in the name of the Asbestos Trust, any claim, right, action, or cause of action included in the Asbestos Trust Assets, including, but not limited to, insurance recoveries, before any court of competent jurisdiction; provided, however, that any settlement of rights with respect to Asbestos Insurance Rights shall require the consent of the TAC and the FCR.

(d) The Trustees shall not have the power to guarantee any debt of other persons.

(e) The Trustees agree to take the actions of the Asbestos Trust required hereunder.

(f) The Trustees shall give the TAC and the FCR prompt notice of any act performed or taken pursuant to Sections 2.1(c)(i), (iii), (vii), or (xvi) above, and any act proposed to be performed or taken pursuant to Section 2.1(c)(xviii) above or Section 2.2(f) below.

## **2.2 General Administration.**

(a) The Trustees shall act in accordance with this Trust Agreement.

(b) The Trustees shall (i) timely file such income tax and other returns and statements required to be filed and shall timely pay all taxes required to be paid by the Asbestos Trust, (ii) comply with all applicable reporting and withholding obligations, (iii) satisfy all requirements necessary to qualify and maintain qualification of the Asbestos Trust as a qualified settlement fund within the meaning of the QSF Regulations, and (iv) take no action that could cause the Asbestos Trust to fail to qualify as a qualified settlement fund within the meaning of the QSF Regulations.

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

(i) The Trustees shall cause to be prepared and filed with the Bankruptcy Court, as soon as available, and in any event within one hundred and twenty (120) days following the end of each fiscal year, an annual report (the “**Annual Report**”) containing financial statements of the Asbestos Trust (including, without limitation, a balance sheet of the Asbestos Trust as of the end of such fiscal year and a statement of operations for such fiscal year) audited by a firm of independent certified public accountants selected by the Administrative Trustee and accompanied by an opinion of such firm as to the fairness of the financial statements’ presentation of the cash and investments available for the payment of claims. The Trustees shall provide a copy of such Annual Report to the TAC and the FCR when such reports are filed with the Bankruptcy Court.

(ii) Simultaneously with the filing of the Annual Report, the Trustees shall cause to be prepared and filed with the Bankruptcy Court a report containing a summary regarding the number and type of claims disposed of during the period covered by the financial statements. The Trustees shall provide a copy of such report to the TAC and the FCR when such report is filed.

(iii) All materials required to be filed with the Bankruptcy Court by this Section 2.2(c) shall be available for inspection by the public in accordance with procedures established by the Bankruptcy Court and shall be filed with the Office of the United States Trustee for the Eastern District of Virginia (the “**U.S. Trustee**”).

(d) The Trustees shall cause to be prepared as soon as practicable prior to the commencement of each fiscal year a budget and cash flow projections covering such fiscal year. The Trustees shall provide a copy of the budget and cash flow projections to the TAC and the FCR.

(e) The Trustees shall consult with the TAC and the FCR (i) on the general implementation and administration of the Asbestos Trust; (ii) on the general implementation and administration of the TDP; and (iii) on such other matters as may be required under this Trust Agreement and the TDP.

(f) The Trustees shall be required to obtain the consent of the TAC and the FCR pursuant to the Consent Process set forth in Section 5.7(b) and 6.6(b) below, in addition to any other instances elsewhere enumerated, in order:

(i) to determine, establish, or change the Payment Percentage described in Section 2.3 of the TDP as provided in Section 4.2 of the TDP;

(ii) to establish and/or to change the Claims Materials to be provided to holders of Channeled Asbestos Claims under Section 6.1 of the TDP;

(iii) to establish and/or change the form of release to be provided pursuant to Section 7.5 of the TDP;

(iv) to select professionals to represent the Asbestos Trust in litigation related to the Asbestos Insurance Rights or any other matter;

(v) to settle (a) the liability of any insurer under any insurance policy or legal action related thereto or (b) any other litigation matter to which the Asbestos Trust is a party;

(vi) to change the compensation of the members of the TAC, the FCR, the Delaware Trustee or the Trustees, other than to reflect changes approved by the Bankruptcy Court as otherwise provided herein;

(vii) to take actions, outside the ordinary course of business, to minimize any tax on the Asbestos Trust Assets; provided that no such action prevents the Asbestos Trust from qualifying as a qualified settlement fund within the meaning of the QSF Regulations or requires an election for the Asbestos Trust to be treated as a grantor trust for tax purposes;

(viii) to amend any provision of this Trust Agreement or the TDP in accordance with the terms thereof;

(ix) to acquire an interest in or to merge any claims resolution organization formed by the Asbestos Trust with another claims resolution organization that is not specifically created by this Trust Agreement or the TDP, or to contract with another claims resolution organization or other entity that is not specifically created by this Trust Agreement or the TDP, or permit any other party to join in any claims resolution organization that is formed by the Asbestos Trust pursuant to the Trust Agreement or the TDP; provided that such merger, acquisition, contract or joinder shall not (a) subject the Reorganized Debtor or any successors in interest thereto, to any risk of having any Asbestos Claim asserted against it or them, or (b) otherwise jeopardize the validity or enforceability of the Asbestos Permanent Channeling Injunction or any other injunction or release issued or granted in connection with the Plan; and

provided further that the terms of such merger will require the surviving organization to make decisions about the allowability and value of claims in accordance with Section 2.1 of the TDP which requires that such decisions be based on the provisions of the TDP, or (c) cause the Asbestos Trust to fail to qualify as a “qualified settlement fund” under the QSF Regulations; or

(x) if and to the extent required by Section 6.5 of the TDP, to disclose any information, documents, or other materials to preserve, litigate, resolve, or settle coverage, or to comply with an applicable obligation under an insurance policy or settlement agreement pursuant to Section 6.5 of the TDP.

(g) The Trustees shall meet with the TAC and the FCR no less often than quarterly. The Trustees shall meet in the interim with the TAC and the FCR when so requested by either. Meetings may be held in person, by telephone conference call, or by a combination of the two.

(h) The Trustees, upon notice from either the TAC or the FCR, if practicable in view of pending business, shall at their next meeting with the TAC or the FCR consider issues submitted by the TAC or the FCR. The Trustees shall keep the TAC and the FCR reasonably informed regarding all aspects of the administration of the Asbestos Trust.

**2.3 Claims Administration.** The Administrative Trustee shall promptly proceed to implement the TDP.

### **SECTION III.**

#### **ACCOUNTS, INVESTMENTS, AND PAYMENTS**

##### **3.1 Accounts.**

(a) The Administrative Trustee may, from time to time, create such accounts and reserves within the Asbestos Trust estate as he or she may deem necessary, prudent, or useful in order to provide for the payment of expenses and payment of Channeled Asbestos

Claims and may, with respect to any such account or reserve, restrict the use of monies therein, and the earnings or accretions thereto.

(b) The Administrative Trustee shall include a reasonably detailed description of the creation of any account or reserve in accordance with this Section 3.1 and, with respect to any such account, the transfers made to such account, the proceeds of or earnings on the assets held in each such account and the payments from each such account in the accounts to be filed with the Bankruptcy Court and provided to the TAC and the FCR pursuant to Section 2.2(c)(i) above.

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

(a) The Asbestos Trust may invest only in diversified equity portfolios whose benchmark is a broad equity market index such as, but not limited to, the S&P 500 Index, Russell 1000 Index, S&P ADR Index or MSCI EAFE Index. The Asbestos Trust shall not acquire, directly or indirectly, equity in any entity (other than the Reorganized Debtor or any successor to the Reorganized Debtor) or business enterprise if, immediately following such acquisition, the Asbestos Trust would hold more than 5% of the equity in such entity or business enterprise. The Asbestos Trust shall not hold, directly or indirectly, more than 5% of the equity in any entity (other than the Reorganized Debtor, or any successor to the Reorganized Debtor) or business enterprise.

(b) The Asbestos Trust shall not acquire or hold any long-term debt securities unless (i) such securities are Asbestos Trust Assets under the Plan, (ii) such securities are rated “Baa” or higher by Moody’s, “BBB” or higher by Standard & Poor’s (“S&P”), or have been given an equivalent investment grade rating by another nationally recognized statistical rating



agency, or (iii) have been issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality thereof. This restriction does not apply to any pooled investment vehicles where pooled assets receive an investment grade rating (i.e., “BBB” rating or above) by a nationally recognized rating agency.

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

(d) The Asbestos Trust shall not acquire any debt securities or other debt instruments issued by any entity if, following such acquisition, the aggregate market value of all such debt securities and/or other debt instruments issued by such entity held by the Asbestos Trust would exceed 5% of the then current aggregate value of the Asbestos Trust’s assets. There is no limitation on holding debt securities or other debt instruments issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality thereof.

(e) The Asbestos Trust shall not acquire or hold any certificates of deposit in an amount exceeding any federal insurance on such certificates of deposit unless all publicly held, long-term debt securities, if any, of the financial institution issuing the certificate of deposit and the holding company, if any, of which such financial institution is a subsidiary, meet the standards set forth in Section 3.2(b) above.

(f) The Asbestos Trust may acquire and hold any securities or instruments issued by the Reorganized Debtor or any successor to the Reorganized Debtor or obtained as

proceeds of litigation or otherwise to resolve disputes, without regard to the limitations set forth in Subsections (a)-(e) above.

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

(h) The Asbestos Trust may allow its investment managers to acquire prudently or hold derivative instruments, including, without limitation, options, futures and swaps in the normal course of portfolio management. Specifically, the Asbestos Trust may acquire or hold derivatives to help manage or mitigate portfolio risk, including, without limitation, interest rate risk and equity market risk. Using derivative instruments to leverage a portfolio to enhance returns (at a much greater risk to the portfolio) is prohibited.

(i) The Asbestos Trust may lend securities on a short-term basis, subject to adequate, normal and customary collateral arrangements.

(j) Notwithstanding (a) above, the Asbestos Trust may acquire and hold an equity interest in a claims resolution organization without limitation as to the size of the equity interest acquired and held if prior to such acquisition, the Asbestos Trust complies with the provisions of Section 2.2(f)(ix) hereof with respect to the acquisition.

(k) The Asbestos Trust shall contribute One Hundred Fifty Thousand Dollars (\$150,000.00) to the Reorganized Debtor on the Effective Date and shall make additional contributions to the Reorganized Debtor in the future as necessary to ensure the Reorganized Debtor maintains sufficient working capital.

### **3.3 Source of Payments.**

(a) All Asbestos Trust expenses and payments and all liabilities with respect to Channeled Asbestos Claims shall be payable solely by the Trustees out of the Asbestos Trust

Assets. Neither (i) the Trustees, the Delaware Trustee, the TAC, or the FCR, or any of their officers, agents, advisors, or employees, nor (ii) the Debtor, the Reorganized Debtor, or any other Protected Party shall be liable for the payment of any Asbestos Trust expense or any other liability of the Asbestos Trust, except to the extent provided in the Plan or Plan Documents.

(b) The Trustees shall include a reasonably detailed description of any payments made in accordance with this Section 3.3 in the Annual Report.

(c) The Administrative Trustee, with the consent of the TAC and the FCR, shall establish and implement billing guidelines applicable to the TAC, the FCR, the Trustees, and their respective professionals that seek compensation from the Asbestos Trust.

## **SECTION IV.**

### **TRUSTEES; DELAWARE TRUSTEE**

**4.1 Number and Roles.** In addition to the Delaware Trustee appointed pursuant to Section 4.11, there shall be one (1) Administrative Trustee and one (1) Litigation Trustee. The initial Administrative Trustee and Litigation Trustee shall be those persons named on the signature page hereof. The Administrative Trustee shall be responsible for all duties and responsibilities of the Trustees hereunder other than those relating to litigation. The Litigation Trustee shall be responsible for all matters relating to Trust litigation.

#### **4.2 Term of Service.**

(a) Each initial Trustee named pursuant to Section 4.1 above shall serve an initial term of service of three (3) years. Thereafter each term of service shall be three (3) years. Each initial Trustee shall serve from the Effective Date until the earliest of (i) the end of his or her term, (ii) his or her death, (iii) his or her mandatory retirement at the end of the year in which the Trustee reaches the age of 75 (unless, and for so long as, this mandatory retirement requirement is waived by the agreement of the TAC and the FCR), (iv) his or her resignation pursuant to Section 4.2(b) below, (v) his or her removal pursuant to Section 4.2(c) below, or (vi) the termination of the Asbestos Trust pursuant to Section 7.2 below.

(b) A Trustee may resign at any time by written notice to the TAC and the FCR. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) A Trustee may be removed at the recommendation of the TAC and the FCR with the approval of the Bankruptcy Court, in the event that he or she becomes unable to discharge his or her duties hereunder due to accident or physical or mental deterioration, or for other good cause. Good cause shall be deemed to include, without limitation, any substantial failure to comply with the general administration provisions of Section 2.2 above, a consistent pattern of neglect and failure to perform or participate in performing the duties of a Trustee hereunder, or repeated non-attendance at scheduled meetings. Such removal shall require the approval of the Bankruptcy Court and shall take effect at such time as the Bankruptcy Court shall determine.

#### **4.3 Appointment of Successor Trustee.**

(a) In the event of a vacancy in a Trustee position, whether by term expiration, death, retirement, resignation, or removal, the vacancy shall be filled by the TAC and FCR. In the event that the TAC and the FCR cannot agree on a successor Trustee, the Bankruptcy Court shall make the appointment. Nothing in this Trust Agreement shall prevent the reappointment of an individual serving as a Trustee for an additional term or terms.

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

(c) Each successor Trustee shall serve until the earliest of (i) the expiration of his or her term, (ii) his or her death, (iii) his or her mandatory retirement at the end of the year in which the Trustee reaches the age of 75 (unless, and for so long as, this mandatory retirement requirement is waived by the agreement of the TAC and the FCR), (iv) his or her resignation pursuant to Section 4.2(b) above, (v) his or her removal pursuant to Section 4.2(c) above, or (vi) the termination of the Asbestos Trust pursuant to Section 7.2 below.

**4.4 Liability of Trustees, Members of the TAC and the FCR.** The Trustees, the members of the TAC and the FCR shall not be liable to the Asbestos Trust, to any individual holding an Asbestos Claim, or to any other person, except for any act or omission by such party that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing within the meaning of 12 Del. C. § 3806(e).

**4.5 Compensation and Expenses of Trustees and Delaware Trustee.**

(a) The Administrative Trustee shall receive a retainer from the Asbestos Trust for his or her service as a Trustee in the amount of Twenty-Five Thousand Dollars (\$25,000.00) per annum, paid annually. Hourly time, as described below, shall first be billed and applied to the annual retainer. Hourly time in excess of the annual retainer shall be paid by the Asbestos Trust. For all time expended as Administrative Trustee, including attending meetings, preparing for such meetings, and working on authorized special projects, the Administrative Trustee shall receive the sum of Six Hundred Dollars (\$600.00) per hour. For all non-working travel time in connection with Asbestos Trust business, the Administrative Trustee shall receive the sum of Three Hundred Dollars (\$300.00) per hour. All time shall be computed on a decimal hour basis. The Administrative Trustee shall record all hourly time to be charged to the Asbestos Trust on a daily basis. The hourly compensation payable to the Administrative Trustee hereunder shall be reviewed every year by the Trustees and, subject to the consent of the TAC and the FCR, appropriately adjusted by the Trustees for changes in the cost of living.

(b) The Litigation Trustee shall be entitled to 33.3% of all funds recovered in litigation in favor of the Asbestos Trust as the Litigation Trustee's compensation (the "**Litigation Trustee's Compensation**"). To the extent that the Litigation Trustee retains or is required to retain counsel to prosecute any litigation initiated by the Asbestos Trust, the compensation of such counsel shall be paid from the Litigation Trustee's Compensation and the Asbestos Trust shall not be further obligated to pay for or fund any additional compensation. The Asbestos Trust shall not be required to advance any costs of litigation. To the extent that the Litigation Trustee advances any costs for a particular litigation matter ("**Specific Litigation**"), the Litigation Trustee may recover those costs from any settlement or judgment in that Specific Litigation. Such costs shall be reimbursed after the deduction of the Litigation Trustee's Compensation.

(c) The Delaware Trustee shall be paid such compensation as agreed to pursuant to a separate fee agreement.

(d) The Asbestos Trust will promptly reimburse the Administrative Trustee and the Delaware Trustee for all reasonable out-of-pocket costs and expenses incurred by the Administrative Trustee or the Delaware Trustee in connection with the performance of their duties hereunder.

(e) The Asbestos Trust shall include a description of the amounts paid under this Section 4.5 in the Annual Report.

#### **4.6 Indemnification.**

(a) The Asbestos Trust shall indemnify and defend the Trustees, the members of the TAC, the Delaware Trustee, and the FCR in the performance of their duties hereunder to the fullest extent that a statutory trust organized under the laws of the State of Delaware (after

the application of Section 7.11) is from time to time entitled to indemnify and defend such persons against any and all liabilities, expenses, claims, damages, or losses incurred by them in the performance of their duties hereunder or in connection with activities undertaken by them prior to the Effective Date in connection with the formation, establishment, or funding of the Asbestos Trust. The Asbestos Trust may indemnify any of the Additional Indemnitees in the performance of their duties hereunder to the fullest extent that a statutory trust organized under the laws of the State of Delaware (after the application of Section 7.11) is from time to time entitled to indemnify and defend such persons against any and all liabilities, expenses, claims, damages, or losses incurred by them in the performance of their duties hereunder or in connection with activities undertaken by them prior to the Effective Date in connection with the formation, establishment or funding of the Asbestos Trust. Notwithstanding the foregoing, no individual shall be indemnified or defended in any way for any liability, expense, claim, damage, or loss for which he or she is ultimately liable under Section 4.4 above.

(b) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of the Trustees, a member of the TAC, the Delaware Trustee, the FCR or an Additional Indemnatee in connection with any action, suit, or proceeding, whether civil, administrative or arbitral, from which they are indemnified by the Asbestos Trust pursuant to Section 4.6(a) above, shall be paid by the Asbestos Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Trustee, the member of the TAC, the Delaware Trustee, the FCR or the Additional Indemnatee, to repay such amount in the event that it shall be determined ultimately by final order that the Trustee, the member of the TAC, the FCR or the Additional Indemnatee is not entitled to be indemnified by the Asbestos Trust.

(c) The Trustees must purchase and maintain reasonable amounts and types of insurance on behalf of an individual who is or was a Trustee, a Delaware Trustee, a member of the TAC, the FCR or an Additional Indemnatee, including against liability asserted against or incurred by such individual in that capacity or arising from his or her status as a Trustee, TAC member, FCR, an officer or an employee of the Asbestos Trust, or an advisor, consultant or agent of the Asbestos Trust, the TAC, or the FCR.

**4.7 Lien.** The Trustees, Delaware Trustee, members of the TAC, the FCR and the Additional Indemnitees shall have a first priority lien upon the Asbestos Trust Assets to secure the payment of any amounts payable to them pursuant to Section 4.6 above.

**4.8 Trustees' Employment of Experts; Delaware Trustee's Employment of Counsel.**

(a) The Trustees may, but shall not be required to, retain and/or consult with counsel, accountants, appraisers, auditors, forecasters, experts, financial and investment advisors and such other parties deemed by the Trustees to be qualified as experts on the matters submitted to them (the "**Trust Professionals**"), and in the absence of a bad faith violation of the implied contractual covenant of good faith and fair dealing, the written opinion of or information provided by any such party deemed by the Trustees to be an expert on the particular matter submitted to such party shall be full and complete authorization and protection in respect of any action taken or not taken by the Trustees hereunder in good faith and in accordance with the written opinion of or information provided by any such party.

(b) The Delaware Trustee shall be permitted to retain counsel only in such circumstances as required in the exercise of its obligations hereunder and compliance with the advice of such counsel shall be full and complete authorization and protection for actions taken or not taken by the Delaware Trustee in good faith in compliance with such advice.

**4.9 Trustees' Independence.** A Trustee shall not, during the term of his or her service, hold a financial interest in, act as attorney or agent for, or serve as any other professional



for the Reorganized Debtor. Notwithstanding the foregoing, the Litigation Trustee may serve as a director and officer of the Reorganized Debtor. If a conflict of interest arises as to a person serving both as the Litigation Trustee and as a director or officer of the Reorganized Debtor, such conflict shall be resolved in accordance with applicable nonbankruptcy law, including potentially the appointment of an independent director. A Trustee shall not act as an attorney for any person who holds a Channeled Asbestos Claim. For the avoidance of doubt, this Section shall not be applicable to the Delaware Trustee.

**4.10 Bond.** The Trustees and the Delaware Trustee shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

**4.11 Delaware Trustee.**

(a) There shall at all times be a Delaware Trustee. The Delaware Trustee shall either be (i) a natural person who is at least 21 years of age and a resident of the State of Delaware or (ii) a legal entity that has its principal place of business in the State of Delaware, otherwise meets the requirements of applicable Delaware law and shall act through one or more persons authorized to bind such entity. If at any time the Delaware Trustee shall cease to be eligible in accordance with the provisions of this Section 4.11, it shall resign immediately in the manner and with the effect hereinafter specified in Section 4.11(c) below. For the avoidance of doubt, the Delaware Trustee will only have such rights and obligations as expressly provided by reference to the Delaware Trustee hereunder.

(b) The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities, of the Trustees set forth herein. The Delaware Trustee shall be one of the trustees of the Asbestos Trust for the sole and limited purpose of fulfilling the requirements of Section 3807 of the Act and for taking such actions as are required to be taken by a Delaware Trustee under the Act. The duties (including fiduciary duties), liabilities and obligations of the Delaware Trustee shall be limited to (i) accepting legal process served on the Asbestos Trust in the State of Delaware and (ii) the execution of any certificates required to be filed with the Secretary of State of the State of

Delaware that the Delaware Trustee is required to execute under Section 3811 of the Act (acting solely at the written direction of the Administrative Trustee) and there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Delaware Trustee. To the extent that, at law or in equity, the Delaware Trustee has duties (including fiduciary duties) and liabilities relating thereto to the Asbestos Trust, the other parties hereto or any beneficiary of the Asbestos Trust, it is hereby understood and agreed by the other parties hereto that such duties and liabilities are replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Trust Agreement.

(c) The Delaware Trustee shall serve until such time as the Administrative Trustee removes the Delaware Trustee or the Delaware Trustee resigns and a successor Delaware Trustee is appointed by the Administrative Trustee in accordance with the terms of Section 4.11(d) below. The Delaware Trustee may resign at any time upon the giving of at least sixty (60) days' advance written notice to the Administrative Trustee; provided, that such resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Administrative Trustee in accordance with Section 4.11(d) below. If the Administrative Trustee does not act within such 60-day period, the Delaware Trustee may (at the sole cost and expense of the Asbestos Trust) apply to the Court of Chancery of the State of Delaware for the appointment of a successor Delaware Trustee.

(d) Upon the resignation or removal of the Delaware Trustee, the Administrative Trustee shall appoint a successor Delaware Trustee by delivering a written instrument to the outgoing Delaware Trustee. Any successor Delaware Trustee must satisfy the requirements of Section 3807 of the Act. Any resignation or removal of the Delaware Trustee and appointment of a successor Delaware Trustee shall not become effective until a written

acceptance of appointment is delivered by the successor Delaware Trustee to the outgoing Delaware Trustee and the Administrative Trustee and any fees and expenses due to the outgoing Delaware Trustee are paid. Following compliance with the preceding sentence, the successor Delaware Trustee shall become fully vested with all of the rights, powers, duties and obligations of the outgoing Delaware Trustee under this Trust Agreement, with like effect as if originally named as Delaware Trustee, and the outgoing Delaware Trustee shall be discharged of its duties and obligations under this Trust Agreement.

#### **4.12 Medicare Reporting Obligations.**

(a) The Asbestos Trust shall register as a Responsible Reporting Entity (“**RRE**”) under the reporting provisions of Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (Pub. L. 110-173) (“**MMSEA**”) in order to fulfill the reporting requirements applicable to the funders of the Asbestos Trust.

(b) The Asbestos Trust, acting as the RRE and reporting agent for its funders, shall, at its sole expense, timely submit all reports that are required under MMSEA on account of any claims settled, resolved, paid, or otherwise liquidated by the Asbestos Trust or with respect to contributions to the Asbestos Trust. The Asbestos Trust, in its role as RRE and reporting agent, shall follow all applicable guidance published by the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and/or any other agent or successor entity charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA (collectively, “**CMS**”) to determine whether or not, and, if so, how, to report to CMS pursuant to MMSEA.

(c) The Administrative Trustee shall obtain prior to remittance of funds to claimants’ counsel or to the claimant, if pro se, in respect of any Asbestos Claim a certification

from the claimant to be paid that said claimant has or will provide for the payment and/or resolution of any obligations owing or potentially owing under 42 U.S.C. § 1395y(b), or any related rules, regulations, or guidance, in connection with, or relating to, such Asbestos Claim.

## **SECTION V.**

### **TRUST ADVISORY COMMITTEE**

**5.1 Members.** The TAC shall consist of five (5) members, who shall initially be the persons named on the signature page hereof.

**5.2 Duties.** The members of the TAC shall serve in a fiduciary capacity representing all holders of present Channeled Asbestos Claims. The TAC shall have no fiduciary obligations or duties to any party other than the holders of present Channeled Asbestos Claims. The Trustees must consult with the TAC on matters identified in Section 2.2(e) above and in other provisions herein and must obtain the consent of the TAC on matters identified in Section 2.2(f) above. Where provided in the TDP, certain other actions by the Trustees are also subject to the consent of the TAC. Except for the duties and obligations expressed in this Trust Agreement and the documents referenced herein (including the TDP), there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the TAC. To the extent that, at law or in equity, the TAC has duties (including fiduciary duties) and liabilities relating thereto to the Asbestos Trust, the other parties hereto or any beneficiary of the Asbestos Trust, it is hereby understood and agreed by the other parties hereto that such duties and liabilities are replaced by the duties and liabilities of the TAC expressly set forth in this Trust Agreement and the documents referenced herein (including the TDP).

**5.3 Term of Office.**

(a) The initial members of the TAC appointed in accordance with Section 5.1 above shall serve the staggered three-, four-, or five-year terms shown on the signature pages hereof. Thereafter, each term of office shall be five (5) years. Each member of the TAC shall serve until the earlier of (i) his or her death, (ii) his or her resignation pursuant to Section 5.3(b) below, (iii) his or her removal pursuant to Section 5.3(c) below, (iv) the end of his or her term as provided above, or (v) the termination of the Asbestos Trust pursuant to Section 7.2 below.

(b) A member of the TAC may resign at any time by written notice to the other members of the TAC, the Trustees and the FCR. Such notice shall specify a date when

such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) A member of the TAC may be removed in the event that he or she becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence, or a consistent pattern of neglect and failure to perform or to participate in performing the duties of such member hereunder, such as repeated non-attendance at scheduled meetings, or for other good cause. Such removal shall be made at the recommendation of the remaining members of the TAC with the approval of the Bankruptcy Court.

#### **5.4 Appointment of Successor.**

(a) If, prior to the termination of service of a member of the TAC other than as a result of removal, he or she has designated in writing an individual to succeed him or her as a member of the TAC, such individual shall be his or her successor. If such member of the TAC did not designate an individual to succeed him or her prior to the termination of his or her service as contemplated above, such member's law firm may designate his or her successor. If (i) a member of the TAC did not designate an individual to succeed him or her prior to the termination of his or her service and such member's law firm does not designate his or her successor as contemplated above or (ii) he or she is removed pursuant to Section 5.3(c) above, his or her successor shall be appointed by a majority of the remaining members of the TAC or, if such members cannot agree on a successor, the Bankruptcy Court. Nothing in this Trust Agreement shall prevent the reappointment of an individual serving as a member of the TAC for an additional term or terms, and there shall be no limit on the number of terms that a TAC member may serve.

(b) Each successor TAC member shall serve until the earlier of (i) the end of the full term of five (5) years for which he or she was appointed if his or her immediate predecessor member of the TAC completed his or her term, (ii) the end of the term of the member of the TAC whom he or she replaced if his or her predecessor member did not complete such term, (iii) his or her death, (iv) his or her resignation pursuant to Section 5.3(b) above, (v) his or her removal pursuant to Section 5.3(c) above, or (vi) the termination of the Asbestos Trust pursuant to Section 7.2 below.

(c) No successor TAC member shall be liable personally for any act or omission of his or her predecessor TAC member. No successor TAC member shall have any duty to investigate the acts or omissions of his or her predecessor TAC member. No TAC member shall be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

**5.5 TAC's Employment of Professionals.**

(a) The TAC may but is not required to retain and/or consult counsel, accountants, appraisers, auditors, forecasters, experts, and financial and investment advisors, and such other parties deemed by the TAC to be qualified as experts on matters submitted to the TAC (the "**TAC Professionals**"). The TAC and the TAC Professionals shall at all times have complete access to the Asbestos Trust's officers, employees and agents, as well as to the Trust Professionals, and shall also have complete access to all information generated by them or otherwise available to the Asbestos Trust or the Trustees provided that any information provided by the Trust Professionals shall not constitute a waiver of any applicable privilege. In the absence of a bad faith violation of the implied contractual covenant of good faith and fair dealing, the written opinion of or information provided by any TAC Professional or Trust Professional deemed by the TAC to be qualified as an expert on the particular matter submitted to the TAC shall be full and complete authorization and protection in support of any action taken or not taken by the TAC in good faith and in accordance with the written opinion of or information provided by the TAC Professional or Trust Professional.

(b) The Asbestos Trust shall promptly reimburse, or pay directly if so instructed, the TAC for all reasonable fees and costs associated with the TAC's employment of legal counsel pursuant to this provision in connection with the TAC's performance of its duties hereunder. The Asbestos Trust shall also promptly reimburse, or pay directly if so instructed, the TAC for all reasonable fees and costs associated with the TAC's employment of any other TAC Professional pursuant to this provision in connection with the TAC's performance of its duties hereunder; *provided, however*, that (i) the TAC has first submitted to the Asbestos Trust a written request for such reimbursement setting forth (A) the reasons why the TAC desires to

employ such TAC Professional, and (B) the basis upon which the TAC seeks advice independent of the Trust Professionals to meet the need of the TAC for such expertise or advice, and (ii) the Asbestos Trust has approved the TAC's request for reimbursement in writing, which approval must not be unreasonably withheld, delayed, or denied. If the Asbestos Trust agrees to pay for the TAC Professional, such reimbursement shall be treated as an Asbestos Trust expense. If the Asbestos Trust declines to pay for the TAC Professional, it must set forth its reasons in writing. If the TAC still desires to employ the TAC Professional at the Asbestos Trust's expense, the TAC and/or the Trustees shall resolve their dispute pursuant to Section 7.13 below.

**5.6 Compensation and Expenses of the TAC.** The members of the TAC shall not receive compensation or expense reimbursement from the Asbestos Trust in connection with their services as TAC members.

**5.7 Procedures for Consultation with and Obtaining the Consent of the TAC.**

(a) Consultation Process.

(i) In the event the Trustees are required to consult with the TAC pursuant to Section 2.2(e) above or on other matters as provided herein, the Trustees shall provide the TAC with written advance notice of the matter under consideration, and with all relevant information concerning the matter as is reasonably practicable under the circumstances. The Trustees shall also provide the TAC with such reasonable access to the Trust Professionals and other experts retained by the Asbestos Trust and its staff (if any) as the TAC may reasonably request during the time that the Trustees are considering such matter, and shall also provide the TAC the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such matter with the Trustees.

(ii) In determining when to take definitive action on any matter subject to the consultation procedures set forth in this Section 5.7(a), the Trustees shall take into



consideration the time required for the TAC, if its members so wish, to engage and consult with its own independent financial or investment advisors as to such matter. In any event, the Trustees shall not take definitive action on any such matter until at least thirty (30) days after providing the TAC with the initial written notice that such matter is under consideration by the Trustees, unless such time period is waived by the TAC.

(b) Consent Process.

(i) In the event the Trustees are required to obtain the consent of the TAC pursuant to Section 2.2(f) above, the Trustees shall provide the TAC with a written notice stating that their consent is being sought pursuant to that provision, describing in detail the nature and scope of the action the Trustees propose to take, and explaining in detail the reasons why the Trustees desire to take such action. The Trustees shall provide the TAC as much relevant additional information concerning the proposed action as is reasonably practicable under the circumstances. The Trustees shall also provide the TAC with such reasonable access to the Trust Professionals and other experts retained by the Asbestos Trust and its staff (if any) as the TAC may reasonably request during the time that the Trustees are considering such action, and shall also provide the TAC the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such action with the Trustees.

(ii) The TAC must consider in good faith and in a timely fashion any request for its consent by the Trustees, and must in any event advise the Trustees in writing of its consent or its objection to the proposed action within thirty (30) days of receiving the original request for consent from the Trustees, or within such additional time as the Trustees and the TAC may agree. The TAC may not withhold its consent unreasonably. If the TAC decides to withhold its consent, it must explain in detail its objections to the proposed action. If the TAC

does not advise the Trustees in writing of its consent or its objections to the action within thirty (30) days of receiving notice regarding such request (or the additional time period agreed to by the Trustees and the TAC), the TAC's consent to the proposed actions shall be deemed to have been affirmatively granted.

(iii) If, after following the procedures specified in this Section 5.7(b), the TAC continues to object to the proposed action and to withhold its consent to the proposed action, the Trustees and/or the TAC shall resolve their dispute pursuant to Section 7.13. However, the burden of proof with respect to the validity of the TAC's objection and withholding of its consent shall be on the TAC.

## **SECTION VI.**

### **THE FCR**

**6.1 Duties.** The initial FCR shall be the individual identified on the signature pages hereto. He or she shall serve in a fiduciary capacity, representing the interests of the holders of future Channeled Asbestos Claims for the purpose of protecting the rights of such persons. The FCR shall have no fiduciary obligations or duties to any party other than holders of future Channeled Asbestos Claims. The Trustees must consult with the FCR on matters identified in Section 2.2(e) above and on certain other matters provided herein and must obtain the consent of the FCR on matters identified in Section 2.2(f) above. Where provided in the TDP, certain other actions by the Trustees are also subject to the consent of the FCR. Except for the duties and obligations expressed in this Trust Agreement and the documents referenced herein (including the TDP), there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the FCR. To the extent that, at law or in equity, the FCR has duties (including fiduciary duties) and liabilities relating thereto to the Asbestos Trust, the other parties hereto or any beneficiary of the Asbestos Trust, it is hereby understood and agreed by the other parties hereto that such duties and liabilities are replaced by the duties and liabilities of the FCR expressly set forth in this Trust Agreement and the documents referenced herein (including the TDP).

### **6.2 Term of Office.**

(a) The FCR shall serve until the earlier of (i) his or her death, (ii) his or her resignation pursuant to Section 6.2(b) below, (iii) his or her removal pursuant to Section 6.2(c) below, or (iv) the termination of the Asbestos Trust pursuant to Section 7.2 below.

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

(c) The FCR may be removed by the Bankruptcy Court in the event he or she becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence, or a consistent pattern of neglect and failure to perform or to participate in performing the duties hereunder, such as repeated non-attendance at scheduled meetings, or for other good cause.

(d) No successor FCR shall be liable personally for any act or omission of his or her predecessor. No successor FCR shall have any duty to investigate the acts or omissions of his or her predecessor. No FCR shall be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

**6.3 Appointment of Successor.** A vacancy caused by resignation or death shall be filled with an individual nominated prior to the effective date of the resignation or the death by the resigning or deceased FCR, and a vacancy caused by removal of the FCR shall be filled with an individual selected by the Trustees in consultation with the TAC. In the event a nominee has not been pre-selected, the successor shall be chosen by the Trustees in consultation with the TAC.

**6.4 FCR's Employment of Professionals.**

(a) The FCR may, but is not required to, retain and/or consult counsel, accountants, appraisers, auditors, forecasters, experts, and financial and investment advisors, and such other parties deemed by the FCR to be qualified as experts on matters submitted to the FCR (the "**FCR Professionals**"). The FCR and the FCR Professionals shall at all times have complete access to the Asbestos Trust's officers, employees and agents, as well as to the Trust Professionals, and shall also have complete access to all information generated by them or otherwise available to the Asbestos Trust or the Trustees provided that any information provided

by the Trust Professionals shall not constitute a waiver of any applicable privilege. In the absence of a bad faith violation of the implied contractual covenant of good faith and fair dealing, the written opinion of or information provided by any FCR Professional or Trust Professional deemed by the FCR to be qualified as an expert on the particular matter submitted to the FCR shall be full and complete authorization and protection in support of any action taken, or not taken, by the FCR in good faith and in accordance with the written opinion of or information provided by the FCR Professional or Trust Professional.

(b) The Asbestos Trust shall promptly reimburse, or pay directly if so instructed, the FCR for all reasonable fees and costs associated with the FCR's employment of legal counsel pursuant to this provision in connection with the FCR's performance of his or her duties hereunder. The Asbestos Trust shall also promptly reimburse, or pay directly if so instructed, the FCR for all reasonable fees and costs associated with the FCR's employment of any other FCR Professionals pursuant to this provision in connection with the FCR's performance of his or her duties hereunder; *provided, however*, that (i) the FCR has first submitted to the Asbestos Trust a written request for such reimbursement setting forth (A) the reasons why the FCR desires to employ the FCR Professional, and (B) the basis upon which the FCR seeks advice independent of the Trust Professionals to meet the need of the FCR for such expertise or advice, and (ii) the Asbestos Trust has approved the FCR's request for reimbursement in writing, which approval must not be unreasonably withheld, delayed, or denied. If the Asbestos Trust agrees to pay for the FCR Professional, such reimbursement shall be treated as an Asbestos Trust expense. If the Asbestos Trust declines to pay for the FCR Professional, it must set forth its reasons in writing. If the FCR still desires to employ the FCR

Professional at the Asbestos Trust's expense, the FCR and/or the Trustees shall resolve their dispute pursuant to Section 7.13 below.

**6.5 Compensation and Expenses of the FCR.** The FCR shall receive compensation from the Asbestos Trust in the form of payment at the FCR's normal hourly rate for services performed. The Asbestos Trust will promptly reimburse the FCR for all reasonable out-of-pocket costs and expenses incurred by the FCR in connection with the performance of his or her duties hereunder. Such reimbursement or direct payment shall be deemed an Asbestos Trust expense. The Asbestos Trust shall include a description of the amounts paid under this Section 6.5 in the Annual Report to be filed with the Bankruptcy Court and provided to the FCR and the TAC pursuant to Section 2.2(c)(i).

**6.6 Procedures for Consultation with and Obtaining the Consent of the FCR.**

**(a) Consultation Process.**

(i) In the event the Trustees are required to consult with the FCR pursuant to Section 2.2(e) above or on any other matters specified herein, the Trustees shall provide the FCR with written advance notice of the matter under consideration, and with all relevant information concerning the matter as is reasonably practicable under the circumstances. The Trustees shall also provide the FCR with such reasonable access to the Trust Professionals and other experts retained by the Asbestos Trust and its staff (if any) as the FCR may reasonably request during the time that the Trustees are considering such matter, and shall also provide the FCR the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such matter with the Trustees.

(ii) In determining when to take definitive action on any matter subject to the consultation process set forth in this Section 6.6(a), the Trustees shall take into consideration the time required for the FCR, if he or she so wishes, to engage and consult with his or her own independent financial or investment advisors as to such matter. In any event, the Trustees shall not take definitive action on any such matter until at least thirty (30) days after providing the FCR with the initial written notice that such matter is under consideration by the Trustees, unless such period is waived by the FCR.

**(b) Consent Process.**

(i) In the event the Trustees are required to obtain the consent of the FCR pursuant to Section 2.2(f) above, the Trustees shall provide the FCR with a written notice stating that his or her consent is being sought pursuant to that provision, describing in detail the nature and scope of the action the Trustees propose to take, and explaining in detail the reasons

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

(ii) The FCR must consider in good faith and in a timely fashion any request for his or her consent by the Trustees, and must in any event advise the Trustees in writing of his or her consent or objection to the proposed action within thirty (30) days of receiving the original request for consent from the Trustees, or within such additional time as the Trustees and FCR may agree. The FCR may not withhold his or her consent unreasonably. If the FCR decides to withhold consent, he or she must explain in detail his or her objections to the proposed action. If the FCR does not advise the Trustees in writing of his or her consent or objections to the proposed action within thirty (30) days of receiving the notice from the Trustees regarding such consent (or the additional time period agreed to by the Trustees and the FCR), the FCR's consent shall be deemed to have been affirmatively granted.

(iii) If, after following the procedures specified in this Section 6.6(b), the FCR continues to object to the proposed action and to withhold its consent to the proposed action, the Trustees and/or the FCR shall resolve their dispute pursuant to Section 7.13. However, the burden of proof with respect to the validity of the FCR's objection and withholding of his or her consent shall be on the FCR.

## SECTION VII.

### GENERAL PROVISIONS

**7.1 Irrevocability.** To the fullest extent permitted by applicable law, the Asbestos Trust is irrevocable.

**7.2 Term; Termination.**

(a) The term for which the Asbestos Trust is to exist shall commence on the date of the filing of the Certificate of Trust and shall terminate pursuant to the provisions of Section 7.2(b)-(d) below.

(b) The Asbestos Trust shall automatically dissolve on the date (the “**Dissolution Date**”) ninety (90) days after the first to occur of the following events:

(i) the date on which the Administrative Trustee decides after consultation with the TAC and the FCR, to dissolve the Asbestos Trust because (A) he or she deems it unlikely that new compensable Channeled Asbestos Claims will be filed with the Asbestos Trust, (B) all Channeled Asbestos Claims duly filed with the Asbestos Trust have been liquidated and paid to the extent provided in this Trust Agreement and the TDP or have been disallowed to the extent possible based upon the funds available through the Plan, (C) twelve (12) consecutive months have elapsed during which no new compensable Asbestos Claim has been filed with the Asbestos Trust, or (D) in the judgment of the Administrative Trustee, the continued administration of the Asbestos Trust is uneconomic given the anticipated future costs of operating the Asbestos Trust compared to the amount of the anticipated future payments to holders of Channeled Asbestos Claims; or

(ii) if the Administrative Trustee has procured and has in place irrevocable insurance policies and has established claims handling agreements and other necessary arrangements with suitable third parties adequate to discharge all expected remaining



obligations and expenses of the Asbestos Trust in a manner consistent with this Trust Agreement and the TDP, the date on which the Bankruptcy Court enters an order approving such insurance and other arrangements and such order becomes a final order; or

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

(c) On the Dissolution Date or as soon as reasonably practicable, after the wind-up of the Asbestos Trust's affairs by the Administrative Trustee and payment of all the Asbestos Trust's liabilities have been provided for as required by applicable law including Section 3808 of the Act, all monies remaining in the Asbestos Trust estate shall be given to such organization(s) exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, which tax-exempt organization(s) shall be selected by the Trustees using their reasonable discretion; *provided, however*, that (i) if practicable, the activities of the selected tax-exempt organization(s) shall be related to the treatment of, research on, or the relief of suffering of individuals suffering from asbestos-related disorders, and (ii) the tax-exempt organization(s) shall not bear any relationship to the Reorganized Debtor within the meaning of section 468B(d)(3) of the Internal Revenue Code. Notwithstanding any contrary provision of the Plan and related documents, this Section 7.2(c) cannot be modified or amended.

(d) Following the dissolution and distribution of the assets of the Asbestos Trust, the Asbestos Trust shall terminate and the Trustees and the Delaware Trustee (acting solely at the written direction of the Administrative Trustee) shall execute and cause a Certificate of Cancellation of the Certificate of Trust of the Asbestos Trust to be filed in accordance with

the Act. Notwithstanding anything to the contrary contained in this Trust Agreement, the existence of the Asbestos Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation.

**7.3 Amendments.** The Trustees, after consultation with the TAC and the FCR, and subject to the unanimous consent of the TAC and the FCR, may modify or amend this Trust Agreement. The Administrative Trustee, after consultation with the TAC and the FCR, and subject to the consent of the TAC and the FCR, may modify or amend the TDP; *provided, however*, that no amendment to the TDP shall be inconsistent with the provisions limiting amendments to that document provided therein. Any modification or amendment made pursuant to this Section must be done in writing. Notwithstanding anything contained in this Trust Agreement or the TDP to the contrary, neither this Trust Agreement, the TDP, 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 to the Plan and the Confirmation Order, (ii) the efficacy or enforceability of the Asbestos Permanent Channeling Injunction or any other injunction or release issued or granted in connection with the Plan, or (iii) the Asbestos Trust's qualified settlement fund status under the QSF Regulations. Any amendment affecting the rights, duties, immunities or liabilities of the Delaware Trustee shall require the Delaware Trustee's written consent. Any amendment affecting the reservation of rights of ~~Huntington Ingalls Industries, Inc. ("HII")~~<sup>2</sup> contained within Section 5.2(a)(xii) of the TDP shall require ~~HII's~~ Huntington Ingalls Industries, Inc.'s written consent. In the event the Asbestos Trust, with the consent of the TAC and the FCR, reaches a settlement with an Asbestos Insurer on or after the Effective Date that resolves such Asbestos Insurer's asbestos insurance coverage, such settlement shall require the approval of the Bankruptcy Court. To the extent such settlement requires a revision of the TDP, such revision shall require the consent of the TAC and the FCR.

**7.4 Meetings.** The Delaware Trustee shall not be required nor permitted to attend meetings relating to the Asbestos Trust.

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

**7.6 Notices.** Notices to persons asserting claims shall be given by first class mail, postage prepaid, at the address of such person, or, where applicable, such person's legal representative, in each case as provided on such person's claim form submitted to the Asbestos Trust with respect to his or her Asbestos Claim.

<sup>2</sup> The Plan provides that "HII" means Huntington Ingalls Industries, Inc. and Huntington Ingalls Incorporated (and Huntington Ingalls Incorporated's corporate predecessors, including, without limitation, Avondale Industries or Avondale Shipyards).

(a) Any notices or other communications required or permitted hereunder to the following parties shall be in writing and delivered at the addresses designated below, or sent by e-mail pursuant to the instructions listed below, or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other address or addresses as may hereafter be furnished in writing to each of the other parties listed below in compliance with the terms hereof.

**To the Asbestos Trust through the Trustees:**

[TO COME]

With a copy to:

[TO COME]

**To the Delaware Trustee:**

[TO COME]

**To the TAC:**

[TO COME]

**To the FCR:**

[TO COME]

**To the Reorganized Debtor:**

[TO COME]

(b) All such notices and communications if mailed shall be effective when physically delivered at the designated addresses or, if electronically transmitted, when the communication is received at the designated addresses and confirmed by the recipient by return transmission.

**7.7 Successors and Assigns.** The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Debtor, the Asbestos Trust, the Trustees, and the Reorganized Debtor, and their respective successors and assigns, except that neither the Debtor, the Asbestos Trust, the Trustees, nor the Reorganized Debtor may assign or otherwise transfer any of its, or their, rights or obligations, if any, under this Trust Agreement except, in the case of the Asbestos Trust and the Trustees, as contemplated by Section 2.1 above.

**7.8 Limitation on Claim Interests for Securities Laws Purposes.** Channeled Asbestos Claims, and any interests therein (a) shall not be assigned, conveyed, hypothecated, pledged, or otherwise transferred, voluntarily or involuntarily, directly or indirectly, except by will or under the laws of descent and distribution; (b) shall not be evidenced by a certificate or other instrument; (c) shall not possess any voting rights; and (d) shall not be entitled to receive any dividends or interest; provided, however, that clause (a) of this Section 7.8 shall not apply to the holder of a claim that is subrogated to an Asbestos Claim as a result of its satisfaction of such Asbestos Claim.

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

**7.10 Headings.** The headings used in this Trust Agreement are inserted for convenience only and do not constitute a portion of this Trust Agreement, nor in any manner affect the construction of the provisions of this Trust Agreement.

**7.11 Governing Law.** The validity and construction of this Trust Agreement and all amendments hereto and thereto shall be governed by laws of the State of Delaware, and the rights of all parties hereto and the effect of every provision hereof shall be subject to and construed according to the laws of the State of Delaware without regard to the conflicts of law provisions thereof that would purport to apply the law of any other jurisdiction; provided, however, that the parties hereto intend that the provisions hereof shall control and there shall not be applicable to the Asbestos Trust, the Trustees, the Delaware Trustee, the TAC, the FCR, or this Trust Agreement, any provision of the laws (statutory or common) of the State of Delaware pertaining to trusts that relate to or regulate in a manner inconsistent with the terms hereof: (a) the filing with any court or governmental body or agency of trustee accounts or schedules of trustee fees and charges; (b) affirmative requirements to post bonds for trustees, officers, agents, or employees of a trust; (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding or disposition of real or personal property; (d) fees or other sums payable to trustees, officers, agents or employees of a trust; (e) the allocation of receipts and expenditures to income or principal; (f) restrictions or limitations on the permissible nature, amount or concentration of trust investments or requirements relating to the titling, storage or other manner of holding of trust assets; (g) the existence of rights or interests (beneficial or otherwise) in trust assets; (h) the ability of beneficial owners or other persons to terminate or

dissolve a trust; or (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of trustees or beneficial owners that are inconsistent with the limitations on liability or authorities and powers of the Trustees, the Delaware Trustee, the TAC, or the FCR set forth or referenced in this Trust Agreement. Section 3540 of the Act shall not apply to the Asbestos Trust.

**7.12 Settlor's Representative and Cooperation.** The Debtor is hereby irrevocably designated as the Settlor, and it is hereby authorized to take any action required of the Settlor by the Trustee in connection with the Trust Agreement. The Reorganized Debtor agrees to cooperate in implementing the goals and objectives of this Trust Agreement.

**7.13 Dispute Resolution.** Any disputes that arise under this Trust Agreement or under the TDP among the parties hereto shall be resolved by submission of the matter to an alternative dispute resolution ("ADR") process mutually agreeable to the parties involved. Should any party to the ADR process be dissatisfied with the decision of the arbitrator(s), that party may apply to the Bankruptcy Court for a judicial determination of the matter. Any review conducted by the Bankruptcy Court shall be *de novo*. In any case, if the dispute arose pursuant to the consent provision set forth in Section 5.7(b) (in the case of the TAC) or Section 6.6(b) (in the case of the FCR), the burden of proof shall be on the party or parties who withheld consent to show that the objection was valid. Should the dispute not be resolved by the ADR process within thirty (30) days after submission, the parties are relieved of the requirement to pursue ADR prior to application to the Bankruptcy Court. If the Trustees determine that the matter in dispute is exigent and cannot await the completion of the ADR process, the Trustees shall have the discretion to elect out of the ADR process altogether or at any stage of the process and seek resolution of the dispute in the Bankruptcy Court.

**7.14 Enforcement and Administration.** The provisions of this Trust Agreement and the TDP attached hereto shall be enforced by the Bankruptcy Court pursuant to the Plan. The parties hereby further acknowledge and agree that the Bankruptcy Court shall have exclusive jurisdiction over the settlement of the accounts of the Trustee and over any disputes hereunder not resolved by alternative dispute resolution in accordance with Section 7.13 above.

**7.15 Effectiveness.** This Trust Agreement shall not become effective until it has been executed and delivered by all the parties hereto.

**7.16 Counterpart Signatures.** This Trust Agreement may be executed in any number of counterparts and by different Parties on separate counterparts (including by portable document format (pdf) or DocuSign), and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Trust Agreement this  
\_\_\_\_\_ day of \_\_\_\_\_, 2025.

**HOPEMAN BROTHERS, INC.**

**UNSECURED CREDITORS COMMITTEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ADMINISTRATIVE TRUSTEE**

**DELAWARE TRUSTEE**

**[TO COME]**

\_\_\_\_\_  
Name: Stephen Stobbs

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

Title:

**LITIGATION TRUSTEE**

\_\_\_\_\_  
Name: Matthew T. Richardson

## TRUST ADVISORY COMMITTEE

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Name: Stephen ~~F~~J. Austin  
Expiration Date of Initial Term: \_\_\_\_\_ Anniversary  
of the date of this Trust Agreement

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Name: Charles W. Branham, III  
Expiration Date of Initial Term: \_\_\_\_\_ Anniversary  
of the date of this Trust Agreement

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Name: Lisa Nathanson Busch  
Expiration Date of Initial Term: \_\_\_\_\_ Anniversary  
of the date of this Trust Agreement

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Name: Matthew C. Clark  
Expiration Date of Initial Term: \_\_\_\_\_ Anniversary  
of the date of this Trust Agreement

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Name: Marcus E. Raichle Jr.  
Expiration Date of Initial Term: \_\_\_\_\_ Anniversary  
of the date of this Trust Agreement

## FCR

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Name: Marla R. Eskin





<b>Summary report:</b> <b>Litera Compare for Word 11.10.0.38 Document comparison done on</b> <b>8/20/2025 6:10:56 PM</b>	
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Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	25

**EXHIBIT B**

**Second Revised Trust Distribution Procedures**

**HOPEMAN ASBESTOS  
TRUST DISTRIBUTION PROCEDURES**

# **HOPEMAN ASBESTOS PERSONAL INJURY TRUST DISTRIBUTION PROCEDURES**

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## **HOPEMAN ASBESTOS TRUST DISTRIBUTION PROCEDURES**

The Hopeman Asbestos Trust Distribution Procedures (the “**TDP**”) contained herein provide for resolving Channeled Asbestos Claims, as defined in the Modified Amended Plan of Reorganization of Hopeman Brothers, Inc. (the “**Debtor**” or “**Hopeman**”), dated as of August 20, 2025 (as it may be further modified, amended, or supplemented, the “**Plan**”),<sup>1</sup> as provided in and required by the Plan and the Hopeman Asbestos Trust Agreement (the “**Trust Agreement**”). The Plan and the Trust Agreement establish the Hopeman Asbestos Trust (the “**Asbestos Trust**”). The Administrative Trustee of the Asbestos Trust (the “**Administrative Trustee**”) shall implement and administer this TDP in accordance with 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 Channeled Asbestos 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 Channeled Asbestos Claims shall vest in such holders as of the Effective Date.

### **SECTION 2.**

#### **OVERVIEW**

**2.1 Asbestos Trust Goal.** The goal of the Asbestos Trust is to treat all claimants similarly and equitably in accordance with the requirements of section 524(g) of the Bankruptcy

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<sup>1</sup> Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Plan and the Trust Agreement.

Code. This TDP furthers that goal by setting forth procedures that allow claimants with Channeled Asbestos Claims that are Insured Asbestos Claims to pursue their Channeled Asbestos Claims in the tort system, as they did prior to the Petition Date (“**Pre-Petition**”), and that provide for processing and paying the Uninsured Asbestos Claims<sup>2</sup> that would have been paid by the Debtor Pre-Petition, on an impartial, first-in-first-out (“**FIFO**”) basis.

**2.2 Channeled Asbestos Claims Handling and Liquidation Procedures.** Insured Asbestos Claims shall be resolved in the tort system as described in Section 5.2 below.

Uninsured Asbestos Claims, if any, shall be processed based on their place in the FIFO Processing Queue, as defined in Section 5.1(a)(1) below. If the Asbestos Trust is satisfied that the claimant has presented a claim that would be cognizable and valid in the applicable tort system and would have been compensable by the Debtor Pre-Petition, the Asbestos Trust shall offer the claimant a settlement amount to be determined based on the values paid by the Debtor with respect to substantially similar claims in the tort system, which values shall be determined by reference to the Debtor’s tort system history, including the valuation data contained in such history. The Asbestos Trust shall take all reasonable steps to resolve Uninsured Asbestos Claims as efficiently and expeditiously as possible.

Unresolved disputes involving the Asbestos Trust and the resolution of its liability with respect to Uninsured Asbestos Claims shall be subject to binding arbitration as set forth in Section 5.7 below under ADR Procedures established by the Asbestos Trust.

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<sup>2</sup> The Plan provides that an “**Uninsured Asbestos Claim**” is a Channeled Asbestos Claim (a) with a date of first exposure to asbestos or asbestos-containing products or things falling after January 1, 1985, or (b) for which no coverage under any Asbestos Insurance Policy is available due to settlement (including an Asbestos Insurance Settlement), exhaustion, or a final and non-appealable ruling on a coverage issue or defense.

**2.3 Establishment and Application of the Payment Percentage.** The initial Payment Percentage (as defined and described in Sections 4.1 and 4.2 below) for all claims, or portions of claims, paid by the Asbestos Trust shall be established by the Administrative Trustee with the consent of the Asbestos Trust Advisory Committee (“TAC”) and the Future Claimants’ Representative (“FCR”) promptly after the Asbestos Trust is established. After the value of an Uninsured Asbestos Claim is determined pursuant to the procedures set forth herein, the claimant shall ultimately receive a pro-rata share of that amount (subject to Section 7.1 hereof) based on the Payment Percentage. Each Asbestos Indirect Claim is either an Insured Asbestos Claim or an Uninsured Asbestos Claim, depending upon the facts underlying the particular Asbestos Indirect Claim, and the portion of the value of any Asbestos Indirect Claim that is an Uninsured Asbestos Claim for which the Asbestos Trust is responsible shall be subject to the Payment Percentage.

The Payment Percentage may be adjusted upwards or downwards from time to time by the Asbestos Trust with the consent of the TAC and the FCR to reflect then-current estimates of the Asbestos Trust’s assets and its liabilities. Because there is uncertainty in the prediction of both the total amount of the Asbestos Trust’s asbestos-related liabilities and the value of the Asbestos Trust’s assets over time, no guarantee can be made of any particular Payment Percentage that will be applicable to a payment on any Channeled Asbestos Claim.

### **SECTION 3.**

#### **TDP ADMINISTRATION**

**3.1 Trust Advisory Committee and FCR.** Pursuant to the Plan and the Trust Agreement, the Asbestos Trust and this TDP shall be administered by the Administrative Trustee in consultation with the TAC, which represents the interests of holders of present Channeled Asbestos Claims, and the FCR, who represents the interests of holders of Channeled Asbestos



Claims that may be asserted in the future. The Administrative Trustee shall obtain the consent of the TAC and the FCR on any amendments to this TDP pursuant to Section 3.2 below, and on such other matters as are otherwise required below or in Section 2.2(f) of the Trust Agreement. The Administrative 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.

**3.2 Consent and Consultation Procedures.** In those circumstances in which consultation or consent is required, the Administrative Trustee shall provide written notice to the TAC and the FCR of the specific amendment or other action that is proposed. The Administrative 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 4.**

### **PAYMENT PERCENTAGE**

**4.1 Uncertainty of Debtor's Channeled Asbestos Claims Liabilities.** As discussed above, there is inherent uncertainty regarding the Asbestos Trust's total asbestos-related liabilities, as well as the total value of the Asbestos Trust's assets over time. Consequently, there is inherent uncertainty regarding the amounts that holders of Uninsured Asbestos Claims shall receive from the Asbestos Trust. To seek to ensure substantially equivalent treatment of all present and future Uninsured Asbestos Claims by the Asbestos Trust, the Administrative Trustee must determine from time to time the percentage of value that holders of present and future Uninsured Asbestos Claims are likely to receive from the Asbestos Trust (the "**Payment Percentage**").

**4.2 Computation of the Payment Percentage.** As provided in Section 2.3 above, the initial Payment Percentage shall be set by the Administrative Trustee with the consent of the TAC

and the FCR promptly after the Asbestos Trust is established. Thereafter, the Payment Percentage shall be subject to change pursuant to the terms of this TDP and the Trust Agreement if the Administrative Trustee, with the consent of the TAC and FCR, determines that an adjustment is required. No less frequently than once every three (3) years, with the first three-year period commencing on the first day of January following the Effective Date, the Administrative 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 Administrative 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 one year after the date the Asbestos Trust first makes available the proof of claim forms and other claims materials required to file an Uninsured Asbestos Claim with the Asbestos Trust, the Administrative 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 Trust to date. If the results of the comparison call into question the ability of the Asbestos Trust to continue to rely upon the current liability forecast, the Administrative Trustee shall undertake a reconsideration of the Payment Percentage.

The Administrative Trustee must base his or her determination of the Payment Percentage on current estimates of payments related to Uninsured Asbestos Claims, the value of the assets of the Asbestos Trust, all anticipated administrative and legal expenses, and any other material matters that are reasonably likely to affect the sufficiency of funds available to pay a comparable percentage of the Asbestos Trust's liability to holders of Uninsured Asbestos Claims. When

making these determinations, the Administrative Trustee shall exercise common sense and flexibly evaluate all relevant factors.

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

The Asbestos Trust shall apply the Payment Percentage to all payments made to holders of Uninsured Asbestos Claims. Subject to the provisions of Section 5.1(b) below, the payment to a claimant shall reflect the Payment Percentage in effect at the time of the payment. If a redetermination of the Payment Percentage has been proposed in writing by the Administrative 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.

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

If the Administrative Trustee, with the consent of the TAC and the FCR, makes a determination to increase the Payment Percentage, the Administrative Trustee shall make supplemental payments to all claimants who previously liquidated their claims against the Asbestos 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 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 \$250.00, 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 \$250.00. However, the Asbestos Trust's obligation shall resume, and the Asbestos Trust shall pay any such aggregate supplemental payments due the claimant at such time that the total exceeds \$250.00.

## **SECTION 5.**

### **RESOLUTION OF CHANNELED ASBESTOS CLAIMS.**

#### **5.1 Ordering, Processing and Payment of Uninsured Asbestos Claims.**

##### **5.1(a) Ordering of Uninsured Asbestos Claims.**

**5.1(a)(1) Establishment of FIFO Processing Queue.** The Asbestos Trust shall order Uninsured Asbestos Claims that are sufficiently complete to be reviewed for processing purposes on a FIFO basis except as otherwise provided herein (the "**FIFO Processing Queue**").

The claimant's position in the FIFO Processing Queue shall be determined by the date the claim is filed with the Asbestos 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 were 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 Uninsured Asbestos Claims must meet either (i) for claims first filed in the tort system against the Debtor or Reorganized Hopeman, the applicable federal, state or foreign statutes 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 the Debtor or Reorganized Hopeman in the tort system, the applicable federal, state or foreign statutes of limitation and repose that was in effect at the time of the filing with the Asbestos Trust. However, the running of the relevant statute of limitation and repose shall be tolled as of the earliest of (A) the actual filing of the claim against the Debtor, whether in the tort system or by submission of the claim to the Debtor pursuant to an administrative settlement agreement; (B) the tolling of the claim against the Debtor by an agreement or otherwise; or (C) the Petition Date. For the avoidance of doubt, in order for an administrative settlement agreement or other tolling agreement to be considered effective hereunder, it must be a valid, enforceable written agreement between the specific claimant and the Debtor, and in order for the filing of a claim against the Debtor in the tort system to be a tolling event, the subject lawsuit must not have been dismissed as of the Petition Date. If an Uninsured Asbestos 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 Trust within three (3) years after the six-month anniversary of the date the Asbestos Trust first makes available the proof of claim form and other claims materials required to file a claim (the “**Initial Claims Filing Date**”). In addition, any Uninsured Asbestos 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 Trust within three (3) years after the date of diagnosis or within three (3) years after the Initial Claims Filing Date,

whichever occurs later. The Claims Materials shall detail the evidence the claimant must submit with respect to any tolling event.

**5.1(b) Payment of Uninsured Asbestos Claims.** All Uninsured Asbestos Claims shall be paid in FIFO order based on the date the resolution of their claim with the Asbestos Trust becomes final as evidenced by the claimant's acceptance of an offer from the Asbestos Trust (the "**FIFO Payment Queue**"); all such payments are subject to the applicable Payment Percentage.

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 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 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 Trust shall pay the claim in the amount so offered, subject to the Payment Percentage in effect at the time the offer was first made.

## **5.2 Resolution of Unliquidated Insured Asbestos Claims.**

### **5.2(a) Procedure for Litigating Unliquidated Insured Asbestos Claims.**

(i) Pursuant to Plan Section 8.12, Channeled Asbestos Claimants holding unliquidated Insured Asbestos Claims who wish to recover on such claims shall have the right to initiate, continue, or prosecute an action against Reorganized Hopeman (or if deemed an indispensable party, the Asbestos Trust), and where permitted by applicable nonbankruptcy law, any Non-Settling Asbestos Insurer for Wayne Manufacturing Corporation ("**Wayne**"), in the tort system to obtain the benefit of the Asbestos Insurance Coverage.

(ii) If a Channeled Asbestos Claimant commences such an action on account of its Channeled Asbestos Claim, the complaint shall name Reorganized Hopeman (or, if deemed an indispensable party, the Asbestos Trust) or any Non-Settling Asbestos Insurer for Wayne as a defendant and shall be deemed by operation of law to be an action against Reorganized Hopeman or any Non-Settling Asbestos Insurer for Wayne, as applicable. Such an action may be filed in any court where Hopeman would have been subject to *in personam* jurisdiction with respect to the Channeled Asbestos Claimant's action had it been filed against Hopeman before the Petition Date or any other court of competent jurisdiction. Any such action shall be served on the Asbestos Trust, which shall provide notice of such action, as appropriate, to all Non-Settling Asbestos Insurers. Notwithstanding the foregoing, Reorganized Hopeman, the Asbestos Trust, and Wayne shall have no obligation to answer, appear, or otherwise participate in the action in any respect other than as set forth in this Plan and as may be necessary to comply with applicable Asbestos Insurance Cooperation Obligations. Where a lawsuit that is still pending against Hopeman was already pending prior to the Effective Date, the lawsuit may proceed, subject, however, to all defenses.

(iii) Any liability of Reorganized Hopeman or Wayne to any Entity, including any Channeled Asbestos Claimant or Asbestos Insurer, that is based on, arises from, or is attributable to any action commenced under this Section 5.2(a) shall be enforceable only against the Asbestos Insurance Coverage provided by the Non-Settling Asbestos Insurers and not against any other asset, including any other Asbestos Insurance Right, of the Asbestos Trust or Reorganized Hopeman.

(iv) Except as otherwise permitted under this Section 5.2(a), the Asbestos Trust shall have the exclusive right to pursue, monetize, settle, or otherwise obtain the benefit of the Asbestos

Insurance Rights, including with respect to any unpaid insurance Proceeds applicable to a judgment or settlement obtained or entered into by a Channeled Asbestos Claimant in accordance with this Section 5.2(a).

(v) If a Channeled Asbestos Claimant has entered into an enforceable settlement agreement with a Non-Settling Asbestos Insurer pertaining to his Channeled Asbestos Claim and such Non-Settling Asbestos Insurer has not timely paid or has refused to pay the amount provided in such settlement, such Channeled Asbestos Claimant may commence a breach-of-contract action or other form of collection action against such Non-Settling Asbestos Insurer to recover the settlement payment owed.

(vi) Any Channeled Asbestos Claimant who (1) has obtained a judgment against Reorganized Hopeman or Wayne in accordance with this Section 5.2(a), or (2) has the right under applicable nonbankruptcy law to name, join, or substitute as a defendant an Asbestos Insurer, may, to obtain the benefits of Asbestos Insurance Coverage, commence a judgment-enforcement action or a direct action against the relevant Non-Settling Asbestos Insurer (an “**Insurance Policy Action**”) in accordance with the terms of this Section 5.2(a), subject to the following conditions:

(a) If any Non-Settling Asbestos Insurer against whom an Insurance Policy Action is brought asserts as a defense that it would have a claim as a result of contribution rights against one or more Settled Asbestos Insurers with respect to the Channeled Asbestos Claimant’s claim that it could have asserted but for any of the Injunctions<sup>3</sup> (a “**Contribution Claim**”), the liability, if any, of the Non-Settling Asbestos Insurer to the

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<sup>3</sup> The Plan provides that “**Injunctions**” means the Asbestos Permanent Channeling Injunction and any injunction or stay granted by, or provided under, a Final Order approving an Asbestos Insurance Settlement.



Channeled Asbestos Claimant shall be reduced dollar-for-dollar by the amount, if any, of any judgment establishing the Contribution Claim in accordance with this Section 5.2(a).

(b) In determining the amount of any Contribution Claim that operates to reduce the liability of a Non-Settling Asbestos Insurer in any Insurance Policy Action, the Channeled Asbestos Claimant may assert the legal or equitable rights or defenses, if any, of the Settled Asbestos Insurers with respect to such Contribution Claims, and for purposes of this Section 5.2(a), all Settled Asbestos Insurers, in exchange for their status as a Protected Party and for receiving the benefits of the Injunctions, shall be deemed to have transferred or assigned such legal or equitable rights or defenses to Channeled Asbestos Claimants; provided that the Channeled Asbestos Claimant shall not be permitted to argue that any Contributions Claims are not properly asserted against the Channeled Asbestos Claimant or that the Injunctions bar or affect in any way such Contribution Claims in connection with the Channeled Asbestos Claimant's claim against the Non-Settling Asbestos Insurer.

(c) If a court reduces the amount of liability of a Non-Settling Asbestos Insurer in an Insurance Policy Action based on the share attributable to a Settled Asbestos Insurer consistent with this Section 5.2(a), the Channeled Asbestos Claimant whose judgment has been reduced may seek payment from the Asbestos Trust for all or a portion of the amount of the judgment reduction attributable to the Settled Asbestos Insurer's share, but only as permitted by and in accordance with the provisions of this TDP.

(d) If the Asbestos Trust enters into an Asbestos Insurance Settlement with an Asbestos Insurer that is a party to a pending Insurance Policy Action, and if such Asbestos Insurance Settlement is approved by the Bankruptcy Court, the Channeled Asbestos

Claimant pursuing such Insurance Policy Action shall (I) be deemed to release any rights transferred to it via the Trust Transfer, without further notice or action by any Entity, and (II) terminate its Insurance Policy Action with respect to that Asbestos Insurer. The Channeled Asbestos Claimant shall have the right to submit an Uninsured Asbestos Claim to the Asbestos Trust for payment in accordance with the provisions of this TDP.

(e) The Asbestos Trust may seek to intervene in any Insurance Policy Action at any time. A Channeled Asbestos Claimant pursuing an Insurance Policy Action shall not object to or oppose any request or motion of the Asbestos Trust to intervene in such Insurance Policy Action.

(vii) In addition to the rights and remedies set forth in this Section 5.2(a), Channeled Asbestos Claimants may, only to the extent permitted or provided under applicable nonbankruptcy law, bring such Insurance Policy Actions against a Non-Settling Asbestos Insurer of Hopeman or Wayne with respect to potential liability of any Designated Person<sup>4</sup>, subject to the terms and conditions set forth in this Section 5.2(a). For the avoidance of doubt, no Designated Person shall be named as a defendant in any such Insurance Policy Actions.

(viii) If a Channeled Asbestos Claimant intends to pursue an Extracontractual Claim<sup>5</sup> against a Non-Settling Asbestos Insurer, the Channeled Asbestos Claimant shall send written notice to the Asbestos Trust, requesting the Asbestos Trust's leave to pursue such Extracontractual Claim. Within fourteen (14) calendar days after receiving the Channeled Asbestos Claimant's

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<sup>4</sup> The Plan provides that "**Designated Person**" means each of the following former directors and officers of Hopeman or Wayne: Albert Arendt Hopeman, Jr., Bertram C. Hopeman, Charles Johnson, and Kenneth Wood.

<sup>5</sup> The Plan provides that "**Extracontractual Claim**" means any claim against an Asbestos Insurer for "bad faith," extracontractual, or tort liability that is based on, arises from, or is attributable to an Asbestos Insurance Policy or Asbestos CIP Agreement.

request, the Asbestos Trust shall respond in writing that it is either granting or denying the Channeled Asbestos Claimant's request.

(ix) The Asbestos Trust's notice to the Channeled Asbestos Claimant of its decision to grant the Channeled Asbestos Claimant's request to pursue an Extracontractual Claim shall legally operate as, or shall effect, to the extent permitted or authorized by applicable nonbankruptcy law and without further notice or action by any Entity, a transfer to the Channeled Asbestos Claimant of the Asbestos Trust's rights to pursue such Extracontractual Claim (a "**Trust Transfer**"). The Channeled Asbestos Claimant shall thereupon have standing and authority to pursue, settle, or resolve such Extracontractual Claim within his or her absolute discretion, subject to the terms set forth in this Section 5.2(a).

(x) The Asbestos Trust may deny a Channeled Asbestos Claimant's request for leave to pursue an Extracontractual Claim if (I) the Asbestos Trust has determined that it is not able or permitted under applicable nonbankruptcy law to transfer or assign the Extracontractual Claim to the requesting Channeled Asbestos Claimant; (II) the Asbestos Trust intends, within ninety (90) calendar days after receiving the Channeled Asbestos Claimant's request, to commence litigation (or arbitration, to the extent required by the applicable Asbestos Insurance Policy or Asbestos CIP Agreement) against the relevant Non-Settling Asbestos Insurer with respect to the Channeled Asbestos Claimant's claim; or (III) the Asbestos Trust has already commenced such litigation or arbitration, which is pending or has been resolved. Such litigation commenced by the Asbestos Trust may include, or pertain to, multiple other Channeled Asbestos Claims or seek a declaration of rights generally with respect to the Non-Settling Asbestos Insurers' obligations in connection with Channeled Asbestos Claims.

(xi) In any action pursued in accordance with this Section 5.2(a), Channeled Asbestos Claimants shall not name any Released Party<sup>6</sup> as a defendant, or promptly shall dismiss from such action any Released Party previously named as a defendant. The Asbestos Trust shall indemnify any Released Party to the extent such Released Party is named as a defendant in such an action, and the Asbestos Trust shall take all steps reasonably necessary to have any Released Party named in such an action dismissed from such action, including seeking relief from the Bankruptcy Court to enforce the terms of the Plan.

(xii) Notwithstanding any provision of this TDP, the Plan or any other Plan Document to the contrary, HII<sup>7</sup> may, (a) to the extent it is the holder of one or more Asbestos Indirect Claims and (b) only to the extent permitted or provided under applicable nonbankruptcy law, file claims, crossclaims, or third-party demands in a court of competent jurisdiction (including in any state court lawsuits) against Reorganized Hopeman (or, if deemed an indispensable party, the Asbestos Trust) or Wayne, or pursue direct actions against any Non-Settling Asbestos Insurer of Hopeman or Wayne, including to bring an action against a Non-Settling Asbestos Insurer of Hopeman or Wayne with respect to the potential liability of any Designated Person. For the avoidance of doubt, such Designated Persons will not be named as defendants in any such actions. Reorganized Hopeman, the Asbestos Trust, and Wayne shall have no obligation to answer, reply, appear, or otherwise participate in any action in which HII has filed a claim, crossclaim, third-party demand, or in any such direct action, other than as necessary to maintain coverage under the Asbestos

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<sup>6</sup> The Plan provides that “**Released Parties**” means current and former directors, officers, or employees of Hopeman, or any past or present Affiliate of Hopeman, except Wayne, solely in their respective capacities as such.

<sup>7</sup> The Plan provides that “**HII**” means Huntington Ingalls Industries, Inc. and Huntington Ingalls Incorporated (and Huntington Ingalls Incorporated’s corporate predecessors, including, without limitation, Avondale Industries or Avondale Shipyards).

Insurance Policies. Any judgment that may be obtained in connection with such a claim, crossclaim, third-party demand, or direct action cannot be enforced against the assets of Reorganized Hopeman or the Asbestos Trust, other than from the Asbestos Insurance Coverage. To the extent Hopeman's Asbestos Insurance Rights become subject to Asbestos Insurance Settlements and such Asbestos Insurance Rights are liquidated by the Asbestos Trust, HII may submit Asbestos Indirect Claims to the Asbestos Trust in accordance with the provisions of this TDP. For the avoidance of doubt, the foregoing in no way limits HII's ability to seek payment or any other form of relief that may be made available according to the provisions contained within this TDP, the Plan, or any other Plan document. For the avoidance of doubt, HII need not execute an Asbestos Personal Injury Claimant Release to obtain the benefits of this Section 5.2(a)(xii). Notwithstanding any provision of this TDP, the Plan or any other Plan Document to the contrary, the rights contained within this Section 5.2(a)(xii) may not be impaired, impeded, abridged, or otherwise modified at any time (whether before or after entry of the Confirmation Order) without the prior written consent of Huntington Ingalls Industries, Inc.; provided, however, that the foregoing shall not be construed to vest Huntington Ingalls Industries, Inc. with consent or veto rights as to a proposed Asbestos Insurance Settlement described in Section 8.17 of the Plan, or to override, expand, or otherwise modify Huntington Ingalls Industries, Inc.'s consultation rights granted under Section 8.17 of the Plan.

#### **5.2(b) Payments or Distributions from the Asbestos Trust**

The sole and exclusive source of payment or recovery of a claimant on account of his or her Channeled Asbestos Claim shall be the Asbestos Insurance Coverage applicable to such Channeled Asbestos Claim, as provided in Section 5.2(a) above, unless the Channeled Asbestos Claim (a) is an Uninsured Asbestos Claim, or (b) becomes an Uninsured Asbestos Claim before

the claimant receives payment in full of any judgment obtained against Reorganized Hopeman or the Non-Settling Asbestos Insurer, or settlement reached with a Non-Settling Asbestos Insurer, in accordance with Section 5.2(a) above. A Channeled Asbestos Claim shall become an Uninsured Asbestos Claim when (i) the Asbestos Trust has settled, in accordance with an Asbestos Insurance Settlement, all rights to the Asbestos Insurance Coverage applicable to the Channeled Asbestos Claim, or (ii) any Asbestos Insurance Coverage that otherwise may be applicable to such Channeled Asbestos Claim becomes unavailable due to exhaustion of the relevant Asbestos Insurance Coverage or due to a Final Order ruling on a coverage issue or defense, in which event such Channeled Asbestos Claimant may seek payment or distribution on account of his Channeled Asbestos Claim from the Asbestos Trust in accordance with the provisions of this TDP. If a Channeled Asbestos Claim is partially an Insured Asbestos Claim and partially an Uninsured Asbestos Claim, the Channeled Asbestos Claimant may pursue the Channeled Asbestos Claim in the tort system pursuant to the provisions of Section 5.2(a) above and then seek recovery from the Asbestos Trust for the amount of any judgement reduction attributable to a Settled Asbestos Insurer's share pursuant to the provisions of Section 5.4 below. Notwithstanding any provision in this Plan or any other Plan Document to the contrary, a Channeled Asbestos Claimant shall not be entitled to receive a payment or distribution on account of his Channeled Asbestos Claim from the Asbestos Trust unless and until his Channeled Asbestos Claim is eligible for payment.

### **5.3 Handling, Litigation, and Payment of Uninsured Asbestos Claims.**

**5.3(a) General.** Consistent with Plan Section 8.16, claimants holding Uninsured Asbestos Claims must submit their claims directly to the Asbestos Trust. The Administrative Trustee, in consultation with the TAC and FCR, shall develop and approve claim materials for Uninsured Asbestos Claims. In any event, however, claimants must submit, at minimum,

documents evidencing: (1) exposure to asbestos, including asbestos-containing products or materials engineered, designed, marketed, manufactured, fabricated, constructed, sold, supplied, produced, installed, maintained, serviced, specified, selected, repaired, removed, replaced, released, distributed, or in any other way used by the Debtor or any other entity for whose products or operations the Debtor has liability (“**Debtor Exposure**”); (2) a first exposure date that falls outside the Asbestos Insurer coverage periods; (3) evidence regarding the duration and circumstances of the Debtor Exposure; and (4) proof of diagnosis of an asbestos-related disease. In addition to submitting evidence of the above, claimants holding Uninsured Asbestos Claims must also make an offer of proof to the Asbestos Trust demonstrating that their Uninsured Asbestos Claim would be cognizable and valid in the applicable tort system and would have been compensable by the Debtor Pre-Petition.

Before making any payment to a claimant, the Asbestos 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 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 shall 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 Trust may seek to rebut the

presumption. Notwithstanding the foregoing or any other provision of this TDP, any medical evidence submitted by a physician or entity that the Asbestos 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 Channeled Asbestos Claim.

The claimant must demonstrate meaningful and credible Debtor 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 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 Trust to process a claim shall be set forth on the proof of claim form to be used by the Asbestos Trust. The Asbestos Trust may also require submission of other or additional evidence of exposure when it deems such to be necessary.

The Asbestos Trust shall, in its discretion, determine whether the evidence submitted and offer of proof are sufficient. If the Asbestos Trust concludes that the evidence and offer of proof are sufficient and that any other criteria established by the Administrative Trustee has been satisfied, the Asbestos Trust shall determine the liquidated value of the claim, with reference to Debtor's Pre-Petition tort system history and the valuation data included in such history. The Asbestos Trust shall consider all of the valuation factors reflected in Debtor's tort system history, which may include: (i) the claimant's age, disability, employment status, disruption of household, family or recreational activities, dependents, special damages, and pain and suffering; (ii) the duration and circumstances of claimant's Debtor Exposure; (iii) the asbestos-related disease of the claimant; (iv) the claimant's jurisdiction and law firm; and (v) the industry of exposure. The Asbestos Trust shall then make a settlement offer to the claimant. If the claimant accepts the offer,



the claimant must submit an Asbestos Personal Injury Claimant Release and shall then accept payment from the Asbestos Trust, subject to the applicable Payment Percentage, in full and complete satisfaction of the claimant's Uninsured Asbestos Claim.

If the Asbestos Trust denies the claim, or the claimant rejects the settlement offer, the claimant may pursue binding arbitration in accordance with the ADR Procedures set forth in Section 5.7 below to resolve disputes concerning whether the evidence submitted in support of the claim is sufficient, whether the claim would have been compensable in the tort system Pre-Petition, as well as the valuation of the claim based on comparison to the Debtor's Pre-Petition settlement history.

#### **5.4 Payment of Judgments Reduced by Settled Asbestos Insurers' Shares.**

If a court reduces a claimant's judgment payable by the Non-Settling Asbestos Insurer, dollar-for-dollar based on the share attributable to a Settled Asbestos Insurer consistent with Plan Section 8.13, the claimant whose judgment has been reduced shall have the right to submit a claim to the Asbestos Trust for the portion of the amount of the judgment reduction attributable to the Settled Asbestos Insurer's share. To obtain such payment, the claimant must file with the Asbestos Trust proof of the judgment and proof of the court's reduction of the judgment based on the Non-Settling Asbestos Insurer's assertion of its right to reduce the judgment attributable to the Settled Asbestos Insurer's share. Once satisfied that sufficient proof of the judgment reduction has been submitted, the Asbestos Trust shall place the claim in the FIFO Payment Queue and the Asbestos Trust shall pay the amount of the judgment reduction attributable to the Settled Asbestos Insurer, subject to the then applicable Payment Percentage.

**5.5 Asbestos Indirect Claims.** An Asbestos Indirect Claim that is an Insured Asbestos Claim shall be subject to all of the procedures set forth herein with respect to Insured Asbestos

Claims. An Asbestos Indirect Claim that is an Uninsured Asbestos Claim shall be subject to all of the procedures set forth herein with respect to Uninsured Asbestos Claims and to the requirements set forth below.

If an Asbestos Indirect Claim asserted against the Asbestos Trust is an Uninsured Asbestos Claim, it shall be treated as presumptively valid and paid by the Asbestos 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 Bankruptcy Code or subordinated under section 509(c) of the Bankruptcy Code, (b) the holder of such claim (the “**Indirect Claimant**”) establishes to the satisfaction of the Administrative Trustee that (i) the Indirect Claimant has paid in full the liability and obligation of the Asbestos Trust to the individual claimant to whom the Asbestos Trust would otherwise have had a liability or obligation under this TDP (the “**Direct Claimant**”), (ii) the Uninsured Asbestos Claim of the Direct Claimant would be cognizable and valid in the applicable tort system and would have been compensable by the Debtor in the tort system Pre-Petition; (iii) the Direct Claimant and the Indirect Claimant have forever and fully released the Asbestos Trust from all liability to the Direct Claimant, and (iv) the claim is not otherwise barred by a statute of limitation or repose or by other applicable law, and (c) the Asbestos Trust has not yet paid the Direct Claimant. In no event shall any Indirect Claimant have any rights against the Asbestos Trust superior to the rights of the related Direct Claimant against the Asbestos Trust, including any rights with respect to the timing, amount or manner of payment.

If an Indirect Claimant cannot meet the presumptive requirements set forth above, including the requirement that the Indirect Claimant provide the Asbestos Trust with a full release of the Direct Claimant’s claim, the Indirect Claimant may request that the Asbestos Trust review

the Asbestos Indirect 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 Trust had to the Direct Claimant, which shall also require establishing that the Uninsured Asbestos Claim of the Direct Claimant would be cognizable and valid in the applicable tort system and would have been compensable by the Debtor in the tort system Pre-Petition. If the Asbestos Trust determines that the Indirect Claimant has established these things and the Asbestos Trust has not already paid the Direct Claimant, the Asbestos Trust shall reimburse the Indirect Claimant the amount of the liability or obligation so paid, subject to 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. In all such cases, the liquidated value of any Asbestos Indirect Claim paid by the Asbestos Trust to an Indirect Claimant shall be treated as an offset to or reduction of the full liquidated value of any Asbestos Claim that might be subsequently asserted by the Direct Claimant against the Asbestos Trust.

The Administrative Trustee may develop and approve a separate claim form for Asbestos Indirect Claims.

**5.6 Resolution of Pre-Petition Liquidated Claims.** Holders of Channeled Asbestos Claims that were liquidated by a binding settlement agreement for the particular claim entered into prior to the Petition Date that are judicially enforceable by the claimant (“**Pre-Petition Liquidated Claims**”) may seek payment of the unpaid amount from the Asbestos Trust. The holder must submit all documentation necessary to demonstrate to the Asbestos Trust that the claim is a Pre-Petition Liquidated Claim. The required documentation shall include (A) a copy of the settlement agreement 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 if a Pre-Petition Liquidated Claim is listed on the schedule of such claims that the Debtor provides to the Asbestos Trust and the claimant confirms the information provided by the Debtor, the claimant shall not be required to provide any additional documentation. Upon the Asbestos Trust's receipt and approval of the necessary documentation with respect to a Pre-Petition Liquidated Claim and upon delivery by the claimant of an Asbestos Personal Injury Claimant Release, the Asbestos Trust shall pay the claimant the unpaid portion of the amount agreed to in the binding settlement agreement, plus interest, if any, that has accrued on that amount in accordance with the terms of the settlement agreement, subject to the applicable Payment Percentage, in full and complete satisfaction of the claimant's Pre-Petition Liquidated Claim.

#### **5.7 Arbitration.**

**5.7(a) Establishment of ADR Procedures.** The Administrative Trustee, with the consent of the TAC and the FCR, shall establish binding arbitration procedures, as part of the Alternative Dispute Resolution ("ADR") Procedures to be established by the Administrative Trustee with the consent of the TAC and the FCR, for resolving disputes concerning the compensability and/or valuation of Uninsured Asbestos Claims by the Asbestos Trust. The ADR Procedures may be modified by the Asbestos Trust with the consent of the TAC and the FCR.

**5.7(b) Claims Eligible for Arbitration.** In order to be eligible for arbitration, the claim processing process with respect to a claim must be complete and the claimant must have also completed separately any processes required under the ADR Procedures. The claim processing process shall be treated as completed for these purposes when the claim has been reviewed by the Asbestos Trust, the Asbestos Trust has made an offer on the claim, the claimant has rejected the offer, and the claimant has notified the Asbestos Trust of the rejection in writing.

The claim processing process shall also be treated as completed if the Asbestos Trust has rejected or denied the claim and has notified the claimant of the rejection or denial in writing.

**5.7(c) Limitations on and Payment of Arbitration Awards.** A claimant who submits to arbitration shall receive payments in the same manner as one who accepts the Asbestos Trust's original offer on the claim. Moreover, all payments on arbitral awards shall be subject to the Payment Percentage.

**5.8 Claims Audit Program.** The Asbestos 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 asbestos, asbestos-containing-products, or conduct for which the Asbestos Trust has legal responsibility.

The Asbestos Trust shall utilize the services of a third-party claims processing facility (the "**Claims Processor**") to assist in the evaluation of Uninsured Asbestos Claims submitted to the Asbestos Trust and shall participate in a cross-trust audit program (the "**Cross-Trust Audit Program**"). The Cross-Trust Audit Program shall include a comparison of Uninsured Asbestos Claims filed with the Asbestos Trust against claims filed with all other asbestos trusts administered by the Claims Processor that participate in the Cross-Trust Audit Program but shall include no fewer than four other trusts. The filing of any Uninsured Asbestos Claim with the Asbestos Trust, regardless of the treatment sought, shall constitute consent for each other asbestos trust participating in the Cross-Trust Audit Program to release to the entity overseeing the Cross-Trust Audit Program (the "**Auditor**") all information submitted to such other asbestos trust by or on behalf of the claimant pursuant to the provisions of the Cross-Trust Audit Program and to disclose

the status of any such claim and the amount and the date of any payment on the claim to the Auditor.

In the event that the Asbestos 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 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 Trust, the Asbestos Trust may penalize any claimant or claimant's attorney by rejecting the Asbestos 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 subject Channeled Asbestos Claims, raising the level of scrutiny of additional information submitted from the same source or sources, refusing to accept evidence or claim submissions 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 Claims.** Notwithstanding any other provisions hereof, the holder of an Uninsured Asbestos Claim that is for a nonmalignant disease may assert a new Uninsured Asbestos Claim for a malignant disease that is subsequently diagnosed. Any additional payment to which such claimant may be entitled with respect to such Uninsured Asbestos Claim for the malignant disease shall be reduced by the amount paid by the Asbestos Trust for the Uninsured Asbestos Claim for the nonmalignant disease.

## SECTION 6.

### CLAIMS MATERIALS

**6.1 Claims Materials.** The Asbestos Trust shall prepare suitable and efficient claims materials (“**Claims Materials**”) for all Uninsured Asbestos Claims and shall provide such Claims Materials upon a written request for such materials to the Asbestos Trust. In developing its claim filing procedures, the Asbestos 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 claim forms to be used by the Asbestos Trust shall be developed by the Administrative Trustee and submitted to the TAC and the FCR for approval; they may be changed by the Administrative 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 Administrative Trustee shall approve, and a detailed claim form. The Asbestos Trust shall accept information provided electronically.

**6.3 Withdrawal or Deferral of Claims.** A claimant may withdraw an Uninsured Asbestos Claim at any time upon written notice to the Asbestos Trust and file another claim subsequently without affecting the status of the claim for purposes of statutes of limitations or repose; provided, however that such Uninsured Asbestos Claim must be refiled within three (3) years of the date of the withdrawal; provided, however that the Administrative Trustee, in his or her sole discretion, may allow a claim to be refiled after such date for good cause. All such claims filed after withdrawal shall be given a place in the applicable FIFO Processing Queue based on the date of such subsequent filing. A claimant may also request that the processing of his or her Uninsured Asbestos Claim by the Asbestos Trust be deferred for a period not to exceed one (1)

year without affecting the status of the claim for statute of limitations purposes, in which case the claimant shall retain his or her original place in the FIFO Processing Queue. Except for Uninsured Asbestos Claims held by representatives of deceased or incompetent claimants for which court or probate approval of the Asbestos Trust's offer is required, 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 Trust's written offer of payment or rejection of the claim.

**6.4 Filing Requirements and Fees.** Each claimant must submit a filing fee of Seventy-Five Dollars (\$75.00) to have an Uninsured Asbestos Claim placed in the FIFO Processing Queue and processed by the Asbestos Trust. If the filing fee is not received by the Asbestos Trust within sixty (60) days of the Asbestos Trust's receipt of the Uninsured Asbestos Claim, the Uninsured Asbestos Claim will not be classified as a filed claim and the statute of limitations will not have been tolled. The filing fee shall be refunded in full to a claimant who receives and accepts payment of a settlement offer from the Asbestos Trust.

**6.5 Confidentiality of Claimants' Submissions.** All submissions to the Asbestos Trust by a holder of a Channeled Asbestos Claim, including a claim form and materials related thereto, shall be treated as made in the course of settlement discussions between the holder and the Asbestos Trust, and intended by the parties to be confidential and to be protected by all applicable state and federal privileges and protections, including but not limited to those directly applicable to settlement discussions. The Asbestos 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 Asbestos Trust shall provide counsel for the holder a copy of any such subpoena immediately upon being served; provided, however, that if a subpoena seeks records or information pertaining to more than fifty (50) claimants, the Asbestos Trust may instead first provide a copy of the subpoena to counsel for the TAC and the FCR and delay providing a copy of the subpoena to counsel for individual holders of Channeled Asbestos Claims until, in the Administrative Trustee's judgment, it appears likely that information or records relating to the holders may have to be produced in response to the subpoena. In such a case, the Asbestos Trust shall ensure that the notice that is provided to counsel for the holders allows such counsel sufficient time to object to the production. The Asbestos 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 Virginia State Court, or the United States District Court for the Eastern District of Virginia 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 Trust may, in specific limited circumstances, disclose information, documents, or other materials reasonably necessary in the Asbestos Trust's judgment to preserve, litigate, resolve, or settle insurance coverage, or to comply with an applicable obligation under an insurance policy or settlement agreement within the Asbestos Insurance Rights; provided, however, that the Asbestos 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 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 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 Trust for the purpose of obtaining compensation for asbestos-related injuries from the Asbestos Trust.

**6.6 English Language.** All claims, claim forms, submissions, and evidence submitted to the Asbestos Trust or in connection with any claim or its liquidation shall be in the English language.

## **SECTION 7.**

### **GENERAL GUIDELINES FOR LIQUIDATING AND PAYING CLAIMS**

**7.1 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 and the Payment Percentage set forth above, the Administrative Trustee shall proceed as quickly as possible to liquidate valid Uninsured Asbestos 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 Trust's assets 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 Administrative Trustee shall use his or her best efforts to treat similar claims in substantially the same manner, consistent with his or her duties as Administrative Trustee, the purposes of the Asbestos Trust, and the practical limitations imposed by the inability to predict the future with precision.

In the event that the Asbestos Trust faces issues with respect to liquidity, the Administrative 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, or (c) commence making payments on an installment basis.

**7.2 Punitive Damages.** Punitive or exemplary damages, *i.e.*, damages other than compensatory damages, shall not be considered or paid by the Asbestos Trust on any Uninsured Asbestos Claim, notwithstanding their availability, or award, in the tort system.

**7.3 Releases.** As a condition to receiving any payment from the Asbestos Trust, a claimant or, in the case of an Asbestos Indirect Claim, an Indirect Claimant and the related Direct Claimant shall be required to execute an Asbestos Personal Injury Claimant Release. The form of the Asbestos Personal Injury Claimant Release shall be substantially in the form attached to the Plan as Exhibit E. The Administrative Trustee may modify the provisions of the Asbestos Personal Injury Claimant Release with the consent of the TAC and the FCR; provided, however, that no such change shall be inconsistent with the terms of the Plan or the Confirmation Order and/or modify in any way the releases and injunctions contained in the Plan and or the Confirmation Order.

## SECTION 8.

### MISCELLANEOUS

#### **8.1 Amendments.**

**8.1(a) Amendments in General.** Except as otherwise provided herein, the Administrative Trustee may amend, modify, delete, or add to any provisions of this TDP, provided the Administrative 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. Nothing herein is intended to preclude the TAC or the FCR from proposing to the Administrative 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.

**8.1(b) Amendments Related to a Settlement with an Asbestos Insurer or Other Development Materially Impacting the Availability of Asbestos Insurance Coverage.** In the event the Asbestos Trust, with the consent of the TAC and the FCR, reaches a settlement with an Asbestos Insurer on or after the Effective Date that resolves such Asbestos Insurer's Asbestos Insurance Coverage, such settlement shall require the approval of the Bankruptcy Court. To the extent such settlement, or any other development materially impacting the availability of Asbestos Insurance Coverage, requires a revision of this TDP, such revision shall require the consent of the TAC and the FCR.

**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 Asbestos Insurer, the Asbestos 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 their Asbestos Insurer.

**8.3 Governing Law.** Except for purposes of determining the validity and/or liquidated value of any Uninsured Asbestos 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 Uninsured Asbestos Claims in the case of arbitration shall be the laws of the State of Delaware.

**EXHIBIT B-1**

**Redline of Second Revised Trust Distribution Procedures**

**HOPEMAN ASBESTOS  
TRUST DISTRIBUTION PROCEDURES**

**HOPEMAN ASBESTOS PERSONAL INJURY  
TRUST DISTRIBUTION PROCEDURES**

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**HOPEMAN ASBESTOS**  
**TRUST DISTRIBUTION PROCEDURES**

The Hopeman Asbestos Trust Distribution Procedures (the “**TDP**”) contained herein provide for resolving Channeled Asbestos Claims, as defined in the Modified Amended Plan of Reorganization of Hopeman Brothers, Inc. (the “**Debtor**” or “**Hopeman**”), dated as of ~~May~~August 20, 2025 (as it may be further modified, amended, ~~modified~~ or supplemented, the “**Plan**”),<sup>1</sup> as provided in and required by the Plan and the Hopeman Asbestos Trust Agreement (the “**Trust Agreement**”). The Plan and the Trust Agreement establish the Hopeman Asbestos Trust (the “**Asbestos Trust**”). The Administrative Trustee of the Asbestos Trust (the “**Administrative Trustee**”) shall implement and administer this TDP in accordance with 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 Channeled Asbestos 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 Channeled Asbestos Claims shall vest in such holders as of the Effective Date.

**SECTION 2.**

**OVERVIEW**

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<sup>1</sup> Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Plan and the Trust Agreement.

**2.1 Asbestos Trust Goal.** The goal of the Asbestos 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 that allow claimants with Channeled Asbestos Claims that are Insured Asbestos Claims to pursue their Channeled Asbestos Claims in the tort system, as they did prior to the Petition Date (“**Pre-Petition**”), and that provide for processing and paying the Uninsured Asbestos Claims<sup>2</sup> that would have been paid by the Debtor Pre-Petition, on an impartial, first-in-first-out (“**FIFO**”) basis.

**2.2 Channeled Asbestos Claims Handling and Liquidation Procedures.** Insured Asbestos Claims shall be resolved in the tort system as described in Section 5.2 below.

Uninsured Asbestos Claims, if any, shall be processed based on their place in the FIFO Processing Queue, as defined in Section 5.1(a)(1) below. If the Asbestos Trust is satisfied that the claimant has presented a claim that would be cognizable and valid in the applicable tort system and would have been compensable by the Debtor Pre-Petition, the Asbestos Trust shall offer the claimant a settlement amount to be determined based on the values paid by the Debtor with respect to substantially similar claims in the tort system, which values shall be determined by reference to the Debtor’s tort system history, including the valuation data contained in such history. The Asbestos Trust shall take all reasonable steps to resolve Uninsured Asbestos Claims as efficiently and expeditiously as possible.

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<sup>2</sup> The Plan provides that an “**Uninsured Asbestos Claim**” is a Channeled Asbestos Claim (a) with a date of first exposure to asbestos or asbestos-containing products or things falling after January 1, 1985, or (b) for which no coverage under any Asbestos Insurance Policy is available due to settlement (including an Asbestos Insurance Settlement), exhaustion, or a final and non-appealable ruling on a coverage issue or defense.

Unresolved disputes involving the Asbestos Trust and the resolution of its liability with respect to Uninsured Asbestos Claims shall be subject to binding arbitration as set forth in Section 5.7 below under ADR Procedures established by the Asbestos Trust.

**2.3 Establishment and Application of the Payment Percentage.** The initial Payment Percentage (as defined and described in Sections 4.1 and 4.2 below) for all claims, or portions of claims, paid by the Asbestos Trust shall be established by the Administrative Trustee with the consent of the Asbestos Trust Advisory Committee (“TAC”) and the Future Claimants’ Representative (“FCR”) promptly after the Asbestos Trust is established. After the value of an Uninsured Asbestos Claim is determined pursuant to the procedures set forth herein, the claimant shall ultimately receive a pro-rata share of that amount (subject to Section 7.1 hereof) based on the Payment Percentage. Each Asbestos Indirect Claim is either an Insured Asbestos Claim or an Uninsured Asbestos Claim, depending upon the facts underlying the particular Asbestos Indirect Claim, and the portion of the value of any Asbestos Indirect Claim that is an Uninsured Asbestos Claim for which the Asbestos Trust is responsible shall be subject to the Payment Percentage.

The Payment Percentage may be adjusted upwards or downwards from time to time by the Asbestos Trust with the consent of the TAC and the FCR to reflect then-current estimates of the Asbestos Trust’s assets and its liabilities. Because there is uncertainty in the prediction of both the total amount of the Asbestos Trust’s asbestos-related liabilities and the value of the Asbestos Trust’s assets over time, no guarantee can be made of any particular Payment Percentage that will be applicable to a payment on any Channeled Asbestos Claim.

### SECTION 3.

#### TDP ADMINISTRATION

**3.1 Trust Advisory Committee and FCR.** Pursuant to the Plan and the Trust Agreement, the Asbestos Trust and this TDP shall be administered by the Administrative Trustee in consultation with the TAC, which represents the interests of holders of present Channeled Asbestos Claims, and the FCR, who represents the interests of holders of Channeled Asbestos Claims that may be asserted in the future. The Administrative Trustee shall obtain the consent of the TAC and the FCR on any amendments to this TDP pursuant to Section 3.2 below, and on such other matters as are otherwise required below or in Section 2.2(f) of the Trust Agreement. The Administrative 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.

**3.2 Consent and Consultation Procedures.** In those circumstances in which consultation or consent is required, the Administrative Trustee shall provide written notice to the TAC and the FCR of the specific amendment or other action that is proposed. The Administrative 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 4.

#### PAYMENT PERCENTAGE

**4.1 Uncertainty of Debtor's Channeled Asbestos Claims Liabilities.** As discussed above, there is inherent uncertainty regarding the Asbestos Trust's total asbestos-related liabilities, as well as the total value of the Asbestos Trust's assets over time. Consequently, there

is inherent uncertainty regarding the amounts that holders of Uninsured Asbestos Claims shall receive from the Asbestos Trust. To seek to ensure substantially equivalent treatment of all present and future Uninsured Asbestos Claims by the Asbestos Trust, the Administrative Trustee must determine from time to time the percentage of value that holders of present and future Uninsured Asbestos Claims are likely to receive from the Asbestos Trust (the “**Payment Percentage**”).

**4.2 Computation of the Payment Percentage.** As provided in Section 2.3 above, the initial Payment Percentage shall be set by the Administrative Trustee with the consent of the TAC and the FCR promptly after the Asbestos Trust is established. Thereafter, the Payment Percentage shall be subject to change pursuant to the terms of this TDP and the Trust Agreement if the Administrative Trustee, with the consent of the TAC and FCR, determines that an adjustment is required. No less frequently than once every three (3) years, with the first three-year period commencing on the first day of January following the Effective Date, the Administrative 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 Administrative 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 one year after the date the Asbestos Trust first makes available the proof of claim forms and other claims materials required to file an Uninsured Asbestos Claim with the Asbestos Trust, the Administrative 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 Trust

to date. If the results of the comparison call into question the ability of the Asbestos Trust to continue to rely upon the current liability forecast, the Administrative Trustee shall undertake a reconsideration of the Payment Percentage.

The Administrative Trustee must base his or her determination of the Payment Percentage on current estimates of payments related to Uninsured Asbestos Claims, the value of the assets of the Asbestos Trust, all anticipated administrative and legal expenses, and any other material matters that are reasonably likely to affect the sufficiency of funds available to pay a comparable percentage of the Asbestos Trust's liability to holders of Uninsured Asbestos Claims. When making these determinations, the Administrative Trustee shall exercise common sense and flexibly evaluate all relevant factors.

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

The Asbestos Trust shall apply the Payment Percentage to all payments made to holders of Uninsured Asbestos Claims. Subject to the provisions of Section 5.1(b) below, the payment to a claimant shall reflect the Payment Percentage in effect at the time of the payment. If a redetermination of the Payment Percentage has been proposed in writing by the Administrative 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.

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

If the Administrative Trustee, with the consent of the TAC and the FCR, makes a determination to increase the Payment Percentage, the Administrative Trustee shall make supplemental payments to all claimants who previously liquidated their claims against the Asbestos 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 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 \$250.00, 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 \$250.00. However, the Asbestos Trust's obligation shall resume, and the Asbestos Trust shall pay any such aggregate supplemental payments due the claimant at such time that the total exceeds \$250.00.

## **SECTION 5.**

### **RESOLUTION OF CHANNELED ASBESTOS CLAIMS.**

#### **5.1 Ordering, Processing and Payment of Uninsured Asbestos Claims.**

##### **5.1(a) Ordering of Uninsured Asbestos Claims.**



**5.1(a)(1) Establishment of FIFO Processing Queue.** The Asbestos Trust shall order Uninsured Asbestos Claims that are sufficiently complete to be reviewed for processing purposes on a FIFO basis except as otherwise provided herein (the “**FIFO Processing Queue**”).

The claimant’s position in the FIFO Processing Queue shall be determined by the date the claim is filed with the Asbestos 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 were 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 Uninsured Asbestos Claims must meet either (i) for claims first filed in the tort system against the Debtor or Reorganized Hopeman, the applicable federal, state or foreign statutes 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 the Debtor or Reorganized Hopeman in the tort system, the applicable federal, state or foreign statutes of limitation and repose that was in effect at the time of the filing with the Asbestos Trust. However, the running of the relevant statute of limitation and repose shall be tolled as of the earliest of (A) the actual filing of the claim against the Debtor, whether in the tort system or by submission of the claim to the Debtor pursuant to an administrative settlement agreement; (B) the tolling of the claim against the Debtor by an agreement or otherwise; or (C) the Petition Date. For the avoidance of doubt, in order for an administrative settlement agreement or other tolling agreement to be considered effective hereunder, it must be a valid,

enforceable written agreement between the specific claimant and the Debtor, and in order for the filing of a claim against the Debtor in the tort system to be a tolling event, the subject lawsuit must not have been dismissed as of the Petition Date. If an Uninsured Asbestos 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 Trust within three (3) years after the six-month anniversary of the date the Asbestos Trust first makes available the proof of claim form and other claims materials required to file a claim (the “**Initial Claims Filing Date**”). In addition, any Uninsured Asbestos 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 Trust within three (3) years after the date of diagnosis or within three (3) years after the Initial Claims Filing Date, whichever occurs later. The Claims Materials shall detail the evidence the claimant must submit with respect to any tolling event.

**5.1(b) Payment of Uninsured Asbestos Claims.** All Uninsured Asbestos Claims shall be paid in FIFO order based on the date the resolution of their claim with the Asbestos Trust becomes final as evidenced by the claimant’s acceptance of an offer from the Asbestos Trust (the “**FIFO Payment Queue**”); all such payments are subject to the applicable Payment Percentage.

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 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 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 Trust shall pay the claim in the amount so offered, subject to the Payment Percentage in effect at the time the offer was first made.

## **5.2 Resolution of Unliquidated Insured Asbestos Claims.**

### **5.2(a) Procedure for Litigating Unliquidated Insured Asbestos Claims.**

(i) Pursuant to Plan Section 8.12, Channeled Asbestos Claimants holding unliquidated Insured Asbestos Claims who wish to recover on such claims shall have the right to initiate, continue, or prosecute an action against Reorganized Hopeman (or if deemed an indispensable party, the Asbestos Trust), and where permitted by applicable nonbankruptcy law, any Non-Settling Asbestos Insurer for Wayne Manufacturing Corporation (“**Wayne**”), in the tort system to obtain the benefit of the Asbestos Insurance Coverage.

(ii) If a Channeled Asbestos Claimant commences such an action on account of its Channeled Asbestos Claim, the complaint shall name Reorganized Hopeman (or, if deemed an indispensable party, the Asbestos Trust) or any Non-Settling Asbestos Insurer for Wayne as a defendant and shall be deemed by operation of law to be an action against Reorganized Hopeman or any Non-Settling Asbestos Insurer for Wayne, as applicable. Such an action may be filed in any court where Hopeman ~~was~~would have been subject to *in personam* jurisdiction ~~as~~with respect to the Channeled Asbestos Claimant's action had it been filed against Hopeman before the Petition Date or any other court of competent jurisdiction. Any such action shall be served on the Asbestos Trust, which shall provide notice of such action, as appropriate, to all Non-Settling Asbestos Insurers. Notwithstanding the foregoing, Reorganized Hopeman, the Asbestos Trust, and Wayne shall have no obligation to answer, appear, or otherwise participate

in the action in any respect other than as set forth in this Plan and as may be necessary to comply with applicable Asbestos Insurance Cooperation Obligations. Where a lawsuit that is still pending against Hopeman was already pending prior to the Effective Date, the lawsuit may proceed, subject, however, to all defenses.

(iii) Any liability of Reorganized Hopeman or Wayne to any Entity, including any Channeled Asbestos Claimant or Asbestos Insurer, that is based on, arises from, or is attributable to any action commenced under this Section 5.2(a) shall be enforceable only against the Asbestos Insurance Coverage provided by the Non-Settling Asbestos Insurers and not against any other asset, including any other Asbestos Insurance Right, of the Asbestos Trust or Reorganized Hopeman.

(iv) Except as otherwise permitted under this Section 5.2(a), the Asbestos Trust shall have the exclusive right to pursue, monetize, settle, or otherwise obtain the benefit of the Asbestos Insurance Rights, including with respect to any unpaid insurance Proceeds applicable to a judgment or settlement obtained or entered into by a Channeled Asbestos Claimant in accordance with this Section 5.2(a).

(v) If a Channeled Asbestos Claimant has entered into an enforceable settlement agreement with a Non-Settling Asbestos Insurer pertaining to his Channeled Asbestos Claim and such Non-Settling Asbestos Insurer has not timely paid or has refused to pay the amount provided in such settlement, such Channeled Asbestos Claimant may commence a breach-of-contract action or other form of collection action against such Non-Settling Asbestos Insurer to recover the settlement payment owed.

(vi) Any Channeled Asbestos Claimant who (1) has obtained a judgment against Reorganized Hopeman or Wayne in accordance with this Section 5.2(a), or (2) has the right

under applicable nonbankruptcy law to name, join, or substitute as a defendant an Asbestos Insurer, may, to obtain the benefits of Asbestos Insurance Coverage, commence a judgment-enforcement action or a direct action against the relevant Non-Settling Asbestos Insurer (an “**Insurance Policy Action**”) in accordance with the terms of this Section 5.2(a), subject to the following conditions:

(a) If any Non-Settling Asbestos Insurer against whom an Insurance Policy Action is brought asserts as a defense that it would have a claim as a result of contribution rights against one or more Settled Asbestos Insurers with respect to the Channeled Asbestos Claimant’s claim that it could have asserted but for ~~the Asbestos Permanent Channeling Injunction~~ any of the Injunctions<sup>3</sup> (a “**Contribution Claim**”), the liability, if any, of the Non-Settling Asbestos Insurer to the Channeled Asbestos Claimant shall be reduced dollar-for-dollar by the amount, if any, of any judgment establishing the Contribution Claim in accordance with this Section 5.2(a).

(b) In determining the amount of any Contribution Claim that operates to reduce the liability of a Non-Settling Asbestos Insurer in any Insurance Policy Action, the Channeled Asbestos Claimant may assert the legal or equitable rights or defenses, if any, of the Settled Asbestos Insurers with respect to such Contribution Claims, and for purposes of this Section 5.2(a), all Settled Asbestos Insurers, in exchange for their status as a Protected Party and for receiving the benefits of the ~~Asbestos Permanent Channeling Injunction~~ Injunctions, shall be deemed to have transferred or assigned such legal or equitable rights or defenses to Channeled Asbestos Claimants; provided that the

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<sup>3</sup> The Plan provides that “**Injunctions**” means the Asbestos Permanent Channeling Injunction and any injunction or stay granted by, or provided under, a Final Order approving an Asbestos Insurance Settlement.

Channeled Asbestos Claimant shall not be permitted to argue that any Contributions Claims are not properly asserted against the Channeled Asbestos Claimant or that the ~~Asbestos Permanent Channeling Injunction bars or affects~~ Injunctions bar or affect in any way such Contribution Claims in connection with the Channeled Asbestos Claimant's claim against the Non-Settling Asbestos Insurer.

(c) If a court reduces the amount of liability of a Non-Settling Asbestos Insurer in an Insurance Policy Action based on the share attributable to a Settled Asbestos Insurer consistent with this Section 5.2(a), the Channeled Asbestos Claimant whose judgment has been reduced may seek payment from the Asbestos Trust for all or a portion of the amount of the judgment reduction attributable to the Settled Asbestos Insurer's share, but only as permitted by and in accordance with the provisions of this TDP.

(d) If the Asbestos Trust enters into an Asbestos Insurance Settlement with an Asbestos Insurer that is a party to a pending Insurance Policy Action, and if such Asbestos Insurance Settlement is approved by the Bankruptcy Court, the Channeled Asbestos Claimant pursuing such Insurance Policy Action shall (I) be deemed to release any rights transferred to it via the Trust Transfer, without further notice or action by any Entity, and (II) terminate its Insurance Policy Action with respect to that Asbestos Insurer. The Channeled Asbestos Claimant shall have the right to submit an Uninsured Asbestos Claim to the Asbestos Trust for payment in accordance with the provisions of this TDP.

(e) The Asbestos Trust may seek to intervene in any Insurance Policy Action at any time. A Channeled Asbestos Claimant pursuing an Insurance Policy Action shall

not object to or oppose any request or motion of the Asbestos Trust to intervene in such Insurance Policy Action.

(vii) In addition to the rights and remedies set forth in this Section 5.2(a), Channeled Asbestos Claimants may, only to the extent permitted or provided under applicable nonbankruptcy law, bring such Insurance Policy Actions against a Non-Settling Asbestos Insurer of Hopeman or Wayne with respect to potential liability of any Designated Person<sup>34</sup>, subject to the terms and conditions set forth in this Section 5.2(a). For the avoidance of doubt, no Designated Person shall be named as a defendant in any such Insurance Policy Actions.

(viii) If a Channeled Asbestos Claimant intends to pursue an Extracontractual Claim<sup>45</sup> against a Non-Settling Asbestos Insurer, the Channeled Asbestos Claimant shall send written notice to the Asbestos Trust, requesting the Asbestos Trust's leave to pursue such Extracontractual Claim. Within fourteen (14) calendar days after receiving the Channeled Asbestos Claimant's request, the Asbestos Trust shall respond in writing that it is either granting or denying the Channeled Asbestos Claimant's request.

(ix) The Asbestos Trust's notice to the Channeled Asbestos Claimant of its decision to grant the Channeled Asbestos Claimant's request to pursue an Extracontractual Claim shall legally operate as, or shall effect, to the extent permitted or authorized by applicable nonbankruptcy law and without further notice or action by any Entity, a transfer to the Channeled Asbestos Claimant of the Asbestos Trust's rights to pursue such Extracontractual Claim (a

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<sup>3,4</sup> The Plan provides that "**Designated Person**" means each of the following former directors and officers of Hopeman or Wayne: Albert Arendt Hopeman, Jr., Bertram C. Hopeman, Charles Johnson, and Kenneth Wood.

<sup>4,5</sup> The Plan provides that "**Extracontractual Claim**" means any claim against an Asbestos Insurer for "bad faith," extracontractual, or tort liability that is based on, arises from, or is attributable to an Asbestos Insurance Policy or Asbestos CIP Agreement.

**“Trust Transfer”**). The Channeled Asbestos Claimant shall thereupon have standing and authority to pursue, settle, or resolve such Extracontractual Claim within his or her absolute discretion, subject to the terms set forth in this Section 5.2(a).

(x) The Asbestos Trust may deny a Channeled Asbestos Claimant’s request for leave to pursue an Extracontractual Claim if (I) the Asbestos Trust has determined that it is not able or permitted under applicable nonbankruptcy law to transfer or assign the Extracontractual Claim to the requesting Channeled Asbestos Claimant; (II) the Asbestos Trust intends, within ninety (90) calendar days after receiving the Channeled Asbestos Claimant’s request, to commence litigation (or arbitration, to the extent required by the applicable Asbestos Insurance Policy or Asbestos CIP Agreement) against the relevant Non-Settling Asbestos Insurer with respect to the Channeled Asbestos Claimant’s claim; or (III) the Asbestos Trust has already commenced such litigation or arbitration, which is pending or has been resolved. Such litigation commenced by the Asbestos Trust may include, or pertain to, multiple other Channeled Asbestos Claims or seek a declaration of rights generally with respect to the Non-Settling Asbestos Insurers’ obligations in connection with Channeled Asbestos Claims.

(xi) In any action pursued in accordance with this Section 5.2(a), Channeled Asbestos Claimants shall not name any Released Party<sup>56</sup> as a defendant, or promptly shall dismiss from such action any Released Party previously named as a defendant. The Asbestos Trust shall indemnify any Released Party to the extent such Released Party is named as a defendant in such an action, and the Asbestos Trust shall take all steps reasonably necessary to have any Released

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<sup>5-6</sup> The Plan provides that **“Released Parties”** means current and former directors, officers, or employees of Hopeman, or any past or present Affiliate of Hopeman, except Wayne, solely in their respective capacities as such.



Party named in such an action dismissed from such action, including seeking relief from the Bankruptcy Court to enforce the terms of the Plan.

(xii) Notwithstanding any provision of this TDP, the Plan or any other Plan Document to the contrary, ~~Huntington Ingalls Industries, Inc. (“HII”)~~<sup>7</sup> may, (a) to the extent it is the holder of one or more Asbestos Indirect Claims and (b) only to the extent permitted or provided under applicable nonbankruptcy law, file claims, crossclaims, or third-party demands in a court of competent jurisdiction (including in any state court lawsuits) against Reorganized Hopeman (or, if deemed an indispensable party, the Asbestos Trust) or Wayne, or pursue direct actions against any Non-Settling Asbestos Insurer of Hopeman or Wayne, including to bring an action against a Non-Settling Asbestos Insurer of Hopeman or Wayne with respect to the potential liability of any Designated Person. For the avoidance of doubt, such Designated Persons will not be named as defendants in any such actions. Reorganized Hopeman, the Asbestos Trust, and Wayne shall have no obligation to answer, reply, appear, or otherwise participate in any action in which HII has filed a claim, crossclaim, third-party demand, or in any such direct action, other than as necessary to maintain coverage under the Asbestos Insurance Policies. Any judgment that may be obtained in connection with such a claim, crossclaim, third-party demand, or direct action cannot be enforced against the assets of Reorganized Hopeman or the Asbestos Trust, other than from the Asbestos Insurance Coverage. To the extent Hopeman’s Asbestos Insurance Rights become subject to Asbestos Insurance Settlements and such Asbestos Insurance Rights are liquidated by the Asbestos Trust, HII may submit Asbestos Indirect Claims to the Asbestos Trust in accordance with the provisions of this TDP. For the avoidance of doubt, the foregoing in no

<sup>7</sup> The Plan provides that “HII” means Huntington Ingalls Industries, Inc. and Huntington Ingalls Incorporated (and Huntington Ingalls Incorporated’s corporate predecessors, including, without limitation, Avondale Industries or Avondale Shipyards).

way limits HII's ability to seek payment or any other form of relief that may be made available according to the provisions contained within this TDP, the Plan, or any other Plan document. For the avoidance of doubt, HII need not execute an Asbestos Personal Injury Claimant Release to obtain the benefits of this Section 5.2(a)(xii). Notwithstanding any provision of this TDP, the Plan or any other Plan Document to the contrary, the rights contained within this Section 5.2(a)(xii) may not be impaired, impeded, abridged, or otherwise modified at any time (whether before or after entry of the Confirmation Order) without the prior written consent of ~~HII~~Huntington Ingalls Industries, Inc.; provided, however, that the foregoing shall not be construed to vest ~~HII~~Huntington Ingalls Industries, Inc. with consent or veto rights as to a proposed Asbestos Insurance Settlement described in Section 8.17 of the Plan, or to override, expand, or otherwise modify ~~HII's~~Huntington Ingalls Industries, Inc.'s consultation rights granted under Section 8.17 of the Plan.

#### **5.2(b) Payments or Distributions from the Asbestos Trust**

The sole and exclusive source of payment or recovery of a claimant on account of his or her Channeled Asbestos Claim shall be the Asbestos Insurance Coverage applicable to such Channeled Asbestos Claim, as provided in Section 5.2(a) above, unless the Channeled Asbestos Claim (a) is an Uninsured Asbestos Claim, or (b) becomes an Uninsured Asbestos Claim before the claimant receives payment in full of any judgment obtained against Reorganized Hopeman or the Non-Settling Asbestos Insurer, or settlement reached with a Non-Settling Asbestos Insurer, in accordance with Section 5.2(a) above. A Channeled Asbestos Claim shall become an Uninsured Asbestos Claim when (i) the Asbestos Trust has settled, in accordance with an Asbestos Insurance Settlement, all rights to the Asbestos Insurance Coverage applicable to the Channeled Asbestos Claim, or (ii) any Asbestos Insurance Coverage that otherwise may be applicable to

such Channeled Asbestos Claim becomes unavailable due to exhaustion of the relevant Asbestos Insurance Coverage or due to a Final Order ruling on a coverage issue or defense, in which event such Channeled Asbestos Claimant may seek payment or distribution on account of his Channeled Asbestos Claim from the Asbestos Trust in accordance with the provisions of this TDP. If a Channeled Asbestos Claim is partially an Insured Asbestos Claim and partially an Uninsured Asbestos Claim, the Channeled Asbestos Claimant may pursue the Channeled Asbestos Claim in the tort system pursuant to the provisions of Section 5.2(a) above and then seek recovery from the Asbestos Trust for the amount of any judgement reduction attributable to a Settled Asbestos Insurer's share pursuant to the provisions of Section 5.4 below. Notwithstanding any provision in this Plan or any other Plan Document to the contrary, a Channeled Asbestos Claimant shall not be entitled to receive a payment or distribution on account of his Channeled Asbestos Claim from the Asbestos Trust unless and until his Channeled Asbestos Claim is eligible for payment.

### **5.3 Handling, Litigation, and Payment of Uninsured Asbestos Claims.**

**5.3(a) General.** Consistent with Plan Section 8.16, claimants holding Uninsured Asbestos Claims must submit their claims directly to the Asbestos Trust. The Administrative Trustee, in consultation with the TAC and FCR, shall develop and approve claim materials for Uninsured Asbestos Claims. In any event, however, claimants must submit, at minimum, documents evidencing: (1) exposure to asbestos, including asbestos-containing products or materials engineered, designed, marketed, manufactured, fabricated, constructed, sold, supplied, produced, installed, maintained, serviced, specified, selected, repaired, removed, replaced, released, distributed, or in any other way used by the Debtor or any other entity for whose products or operations the Debtor has liability ("**Debtor Exposure**"); (2) a first exposure date

that falls outside the Asbestos Insurer coverage periods; (3) evidence regarding the duration and circumstances of the Debtor Exposure; and (4) proof of diagnosis of an asbestos-related disease. In addition to submitting evidence of the above, claimants holding Uninsured Asbestos Claims must also make an offer of proof to the Asbestos Trust demonstrating that their Uninsured Asbestos Claim would be cognizable and valid in the applicable tort system and would have been compensable by the Debtor Pre-Petition.

Before making any payment to a claimant, the Asbestos 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 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 shall 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 Trust may seek to rebut the presumption. Notwithstanding the foregoing or any other provision of this TDP, any medical evidence submitted by a physician or entity that the Asbestos 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 Channeled Asbestos Claim.

The claimant must demonstrate meaningful and credible Debtor 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 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 Trust to process a claim shall be set forth on the proof of claim form to be used by the Asbestos Trust. The Asbestos Trust may also require submission of other or additional evidence of exposure when it deems such to be necessary.

The Asbestos Trust shall, in its discretion, determine whether the evidence submitted and offer of proof are sufficient. If the Asbestos Trust concludes that the evidence and offer of proof are sufficient and that any other criteria established by the Administrative Trustee has been satisfied, the Asbestos Trust shall determine the liquidated value of the claim, with reference to Debtor's Pre-Petition tort system history and the valuation data included in such history. The Asbestos Trust shall consider all of the valuation factors reflected in Debtor's tort system history, which may include: (i) the claimant's age, disability, employment status, disruption of household, family or recreational activities, dependents, special damages, and pain and suffering; (ii) the duration and circumstances of claimant's Debtor Exposure; (iii) the asbestos-related disease of the claimant; (iv) the claimant's jurisdiction and law firm; and (v) the industry of exposure. The Asbestos Trust shall then make a settlement offer to the claimant. If the claimant accepts the offer, the claimant must submit an Asbestos Personal Injury Claimant Release and shall then accept payment from the Asbestos Trust, subject to the applicable Payment Percentage, in full and complete satisfaction of the claimant's Uninsured Asbestos Claim.

If the Asbestos Trust denies the claim, or the claimant rejects the settlement offer, the claimant may pursue binding arbitration in accordance with the ADR Procedures set forth in Section 5.7 below to resolve disputes concerning whether the evidence submitted in support of the claim is sufficient, whether the claim would have been compensable in the tort system Pre-Petition, as well as the valuation of the claim based on comparison to the Debtor's Pre-Petition settlement history.

#### **5.4 Payment of Judgments Reduced by Settled Asbestos Insurers' Shares.**

If a court reduces a claimant's judgment payable by the Non-Settling Asbestos Insurer, dollar-for-dollar based on the share attributable to a Settled Asbestos Insurer consistent with Plan Section 8.13, the claimant whose judgment has been reduced shall have the right to submit a claim to the Asbestos Trust for the portion of the amount of the judgment reduction attributable to the Settled Asbestos Insurer's share. To obtain such payment, the claimant must file with the Asbestos Trust proof of the judgment and proof of the court's reduction of the judgment based on the Non-Settling Asbestos Insurer's assertion of its right to reduce the judgment attributable to the Settled Asbestos Insurer's share. Once satisfied that sufficient proof of the judgment reduction has been submitted, the Asbestos Trust shall place the claim in the FIFO Payment Queue and the Asbestos Trust shall pay the amount of the judgment reduction attributable to the Settled Asbestos Insurer, subject to the then applicable Payment Percentage.

**5.5 Asbestos Indirect Claims.** An Asbestos Indirect Claim that is an Insured Asbestos Claim shall be subject to all of the procedures set forth herein with respect to Insured Asbestos Claims. An Asbestos Indirect Claim that is an Uninsured Asbestos Claim shall be subject to all of the procedures set forth herein with respect to Uninsured Asbestos Claims and to the requirements set forth below.

If an Asbestos Indirect Claim asserted against the Asbestos Trust is an Uninsured Asbestos Claim, it shall be treated as presumptively valid and paid by the Asbestos 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 Bankruptcy Code or subordinated under section 509(c) of the Bankruptcy Code, (b) the holder of such claim (the “**Indirect Claimant**”) establishes to the satisfaction of the Administrative Trustee that (i) the Indirect Claimant has paid in full the liability and obligation of the Asbestos Trust to the individual claimant to whom the Asbestos Trust would otherwise have had a liability or obligation under this TDP (the “**Direct Claimant**”), (ii) the Uninsured Asbestos Claim of the Direct Claimant would be cognizable and valid in the applicable tort system and would have been compensable by the Debtor in the tort system Pre-Petition; (iii) the Direct Claimant and the Indirect Claimant have forever and fully released the Asbestos Trust from all liability to the Direct Claimant, and (iv) the claim is not otherwise barred by a statute of limitation or repose or by other applicable law, and (c) the Asbestos Trust has not yet paid the Direct Claimant. In no event shall any Indirect Claimant have any rights against the Asbestos Trust superior to the rights of the related Direct Claimant against the Asbestos Trust, including any rights with respect to the timing, amount or manner of payment.

If an Indirect Claimant cannot meet the presumptive requirements set forth above, including the requirement that the Indirect Claimant provide the Asbestos Trust with a full release of the Direct Claimant’s claim, the Indirect Claimant may request that the Asbestos Trust review the Asbestos Indirect 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 Trust had to the Direct Claimant, which shall also require establishing that the Uninsured Asbestos Claim of the Direct Claimant would be cognizable and valid in the applicable tort system and would have been compensable by the Debtor in the tort system Pre-Petition. If the Asbestos Trust determines that the Indirect Claimant has established these things and the Asbestos Trust has not already paid the Direct Claimant, the Asbestos Trust shall reimburse the Indirect Claimant the amount of the liability or obligation so paid, subject to 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. In all such cases, the liquidated value of any Asbestos Indirect Claim paid by the Asbestos Trust to an Indirect Claimant shall be treated as an offset to or reduction of the full liquidated value of any Asbestos Claim that might be subsequently asserted by the Direct Claimant against the Asbestos Trust.

The Administrative Trustee may develop and approve a separate claim form for Asbestos Indirect Claims.

**5.6 Resolution of Pre-Petition Liquidated Claims.** Holders of Channeled Asbestos Claims that were liquidated by a binding settlement agreement for the particular claim entered into prior to the Petition Date that are judicially enforceable by the claimant (“**Pre-Petition Liquidated Claims**”) may seek payment of the unpaid amount from the Asbestos Trust. The holder must submit all documentation necessary to demonstrate to the Asbestos Trust that the claim is a Pre-Petition Liquidated Claim. The required documentation shall include (A) a copy of the settlement agreement 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 if a Pre-Petition Liquidated Claim is listed on the schedule of such claims that the Debtor provides to



the Asbestos Trust and the claimant confirms the information provided by the Debtor, the claimant shall not be required to provide any additional documentation. Upon the Asbestos Trust's receipt and approval of the necessary documentation with respect to a Pre-Petition Liquidated Claim and upon delivery by the claimant of an Asbestos Personal Injury Claimant Release, the Asbestos Trust shall pay the claimant the unpaid portion of the amount agreed to in the binding settlement agreement, plus interest, if any, that has accrued on that amount in accordance with the terms of the settlement agreement, subject to the applicable Payment Percentage, in full and complete satisfaction of the claimant's Pre-Petition Liquidated Claim.

#### **5.7 Arbitration.**

**5.7(a) Establishment of ADR Procedures.** The Administrative Trustee, with the consent of the TAC and the FCR, shall establish binding arbitration procedures, as part of the Alternative Dispute Resolution ("ADR") Procedures to be established by the Administrative Trustee with the consent of the TAC and the FCR, for resolving disputes concerning the compensability and/or valuation of Uninsured Asbestos Claims by the Asbestos Trust. The ADR Procedures may be modified by the Asbestos Trust with the consent of the TAC and the FCR.

**5.7(b) Claims Eligible for Arbitration.** In order to be eligible for arbitration, the claim processing process with respect to a claim must be complete and the claimant must have also completed separately any processes required under the ADR Procedures. The claim processing process shall be treated as completed for these purposes when the claim has been reviewed by the Asbestos Trust, the Asbestos Trust has made an offer on the claim, the claimant has rejected the offer, and the claimant has notified the Asbestos Trust of the rejection in writing. The claim processing process shall also be treated as completed if the Asbestos Trust has rejected or denied the claim and has notified the claimant of the rejection or denial in writing.

**5.7(c) Limitations on and Payment of Arbitration Awards.** A claimant who submits to arbitration shall receive payments in the same manner as one who accepts the Asbestos Trust's original offer on the claim. Moreover, all payments on arbitral awards shall be subject to the Payment Percentage.

**5.8 Claims Audit Program.** The Asbestos 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 asbestos, asbestos-containing-products, or conduct for which the Asbestos Trust has legal responsibility.

The Asbestos Trust shall utilize the services of a third-party claims processing facility (the "Claims Processor") to assist in the evaluation of Uninsured Asbestos Claims submitted to the Asbestos Trust and shall participate in a cross-trust audit program (the "Cross-Trust Audit Program"). The Cross-Trust Audit Program shall include a comparison of Uninsured Asbestos Claims filed with the Asbestos Trust against claims filed with all other asbestos trusts administered by the Claims Processor that participate in the Cross-Trust Audit Program but shall include no fewer than four other trusts. The filing of any Uninsured Asbestos Claim with the Asbestos Trust, regardless of the treatment sought, shall constitute consent for each other asbestos trust participating in the Cross-Trust Audit Program to release to the entity overseeing the Cross-Trust Audit Program (the "Auditor") all information submitted to such other asbestos trust by or on behalf of the claimant pursuant to the provisions of the Cross-Trust Audit Program and to disclose the status of any such claim and the amount and the date of any payment on the claim to the Auditor.

In the event that the Asbestos 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 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 Trust, the Asbestos Trust may penalize any claimant or claimant's attorney by rejecting the Asbestos 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 subject Channeled Asbestos Claims, raising the level of scrutiny of additional information submitted from the same source or sources, refusing to accept evidence or claim submissions 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 Claims.** Notwithstanding any other provisions hereof, the holder of an Uninsured Asbestos Claim that is for a nonmalignant disease may assert a new Uninsured Asbestos Claim for a malignant disease that is subsequently diagnosed. Any additional payment to which such claimant may be entitled with respect to such Uninsured Asbestos Claim for the malignant disease shall be reduced by the amount paid by the Asbestos Trust for the Uninsured Asbestos Claim for the nonmalignant disease.

## **SECTION 6.**

### **CLAIMS MATERIALS**

**6.1 Claims Materials.** The Asbestos Trust shall prepare suitable and efficient claims materials ("**Claims Materials**") for all Uninsured Asbestos Claims and shall provide such Claims Materials upon a written request for such materials to the Asbestos Trust. In developing

its claim filing procedures, the Asbestos 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 claim forms to be used by the Asbestos Trust shall be developed by the Administrative Trustee and submitted to the TAC and the FCR for approval; they may be changed by the Administrative 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 Administrative Trustee shall approve, and a detailed claim form. The Asbestos Trust shall accept information provided electronically.

**6.3 Withdrawal or Deferral of Claims.** A claimant may withdraw an Uninsured Asbestos Claim at any time upon written notice to the Asbestos Trust and file another claim subsequently without affecting the status of the claim for purposes of statutes of limitations or repose; provided, however that such Uninsured Asbestos Claim must be refiled within three (3) years of the date of the withdrawal; provided, however that the Administrative Trustee, in his or her sole discretion, may allow a claim to be refiled after such date for good cause. All such claims filed after withdrawal shall be given a place in the applicable FIFO Processing Queue based on the date of such subsequent filing. A claimant may also request that the processing of his or her Uninsured Asbestos Claim by the Asbestos Trust be deferred for a period not to exceed one (1) year without affecting the status of the claim for statute of limitations purposes, in which case the claimant shall retain his or her original place in the FIFO Processing Queue. Except for Uninsured Asbestos Claims held by representatives of deceased or incompetent claimants for which court or probate approval of the Asbestos Trust's offer is required, 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 Trust's written offer of payment or rejection of the claim.

**6.4 Filing Requirements and Fees.** Each claimant must submit a filing fee of Seventy-Five Dollars (\$75.00) to have an Uninsured Asbestos Claim placed in the FIFO Processing Queue and processed by the Asbestos Trust. If the filing fee is not received by the Asbestos Trust within sixty (60) days of the Asbestos Trust's receipt of the Uninsured Asbestos Claim, the Uninsured Asbestos Claim will not be classified as a filed claim and the statute of limitations will not have been tolled. The filing fee shall be refunded in full to a claimant who receives and accepts payment of a settlement offer from the Asbestos Trust.

**6.5 Confidentiality of Claimants' Submissions.** All submissions to the Asbestos Trust by a holder of a Channeled Asbestos Claim, including a claim form and materials related thereto, shall be treated as made in the course of settlement discussions between the holder and the Asbestos Trust, and intended by the parties to be confidential and to be protected by all applicable state and federal privileges and protections, including but not limited to those directly applicable to settlement discussions. The Asbestos 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 Asbestos Trust shall provide counsel for the holder a copy of any such subpoena immediately upon being served; provided, however, that if a subpoena seeks records or

information pertaining to more than fifty (50) claimants, the Asbestos Trust may instead first provide a copy of the subpoena to counsel for the TAC and the FCR and delay providing a copy of the subpoena to counsel for individual holders of Channeled Asbestos Claims until, in the Administrative Trustee's judgment, it appears likely that information or records relating to the holders may have to be produced in response to the subpoena. In such a case, the Asbestos Trust shall ensure that the notice that is provided to counsel for the holders allows such counsel sufficient time to object to the production. The Asbestos 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 Virginia State Court, or the United States District Court for the Eastern District of Virginia 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 Trust may, in specific limited circumstances, disclose information, documents, or other materials reasonably necessary in the Asbestos Trust's judgment to preserve, litigate, resolve, or settle insurance coverage, or to comply with an applicable obligation under an insurance policy or settlement agreement within the Asbestos Insurance Rights; provided, however, that the Asbestos 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 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 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 Trust for the purpose of obtaining compensation for asbestos-related injuries from the Asbestos Trust.

**6.6 English Language.** All claims, claim forms, submissions, and evidence submitted to the Asbestos Trust or in connection with any claim or its liquidation shall be in the English language.

## **SECTION 7.**

### **GENERAL GUIDELINES FOR LIQUIDATING AND PAYING CLAIMS**

**7.1 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 and the Payment Percentage set forth above, the Administrative Trustee shall proceed as quickly as possible to liquidate valid Uninsured Asbestos 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 Trust's assets 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 Administrative Trustee shall use his

or her best efforts to treat similar claims in substantially the same manner, consistent with his or her duties as Administrative Trustee, the purposes of the Asbestos Trust, and the practical limitations imposed by the inability to predict the future with precision.

In the event that the Asbestos Trust faces issues with respect to liquidity, the Administrative 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, or (c) commence making payments on an installment basis.

**7.2 Punitive Damages.** Punitive or exemplary damages, *i.e.*, damages other than compensatory damages, shall not be considered or paid by the Asbestos Trust on any Uninsured Asbestos Claim, notwithstanding their availability, or award, in the tort system.

**7.3 Releases.** As a condition to receiving any payment from the Asbestos Trust, a claimant or, in the case of an Asbestos Indirect Claim, an Indirect Claimant and the related Direct Claimant shall be required to execute an Asbestos Personal Injury Claimant Release. The form of the Asbestos Personal Injury Claimant Release shall be substantially in the form attached to the Plan as Exhibit E. The Administrative Trustee may modify the provisions of the Asbestos Personal Injury Claimant Release with the consent of the TAC and the FCR; provided, however, that no such change shall be inconsistent with the terms of the Plan or the Confirmation Order and/or modify in any way the releases and injunctions contained in the Plan and or the Confirmation Order.



## **SECTION 8.**

### **MISCELLANEOUS**

#### **8.1 Amendments.**

**8.1(a) Amendments in General.** Except as otherwise provided herein, the Administrative Trustee may amend, modify, delete, or add to any provisions of this TDP, provided the Administrative 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. Nothing herein is intended to preclude the TAC or the FCR from proposing to the Administrative 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.

#### **8.1(b) Amendments Related to a Settlement with an Asbestos Insurer or Other Development Materially Impacting the Availability of Asbestos Insurance Coverage.**

In the event the Asbestos Trust, with the consent of the TAC and the FCR, reaches a settlement with an Asbestos Insurer on or after the Effective Date that resolves such Asbestos Insurer's Asbestos Insurance Coverage, such settlement shall require the approval of the Bankruptcy Court. To the extent such settlement, or any other development materially impacting the availability of Asbestos Insurance Coverage, requires a revision of this TDP, such revision shall require the consent of the TAC and the FCR.

**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 Asbestos

Insurer, the Asbestos 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 their Asbestos Insurer.

**8.3 Governing Law.** Except for purposes of determining the validity and/or liquidated value of any Uninsured Asbestos 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 Uninsured Asbestos Claims in the case of arbitration shall be the laws of the State of Delaware.

<b>Summary report:</b> <b>Litera Compare for Word 11.10.0.38 Document comparison done on</b> <b>8/20/2025 8:48:47 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://caplindrysdale-mobility.imatech.com/ACTIVE/10324075/6	
<b>Modified DMS:</b> iw://caplindrysdale-mobility.imatech.com/ACTIVE/10324075/9	
<b>Changes:</b>	
<u>Add</u>	46
<del>Delete</del>	37
<del>Move From</del>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
<del>Table Delete</del>	0
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	83

**EXHIBIT J**

**Schedule of Non-Exclusive Causes of Action**

## **PLAN EXHIBIT J**

### **Schedule of Non-Exclusive Causes of Action Transferred to the Asbestos Trust**

In accordance with, and as provided by, section 1123(b) of the Bankruptcy Code and Articles VIII, IX, and X of the *Modified Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 1141] (as may be amended, modified, and/or supplemented, the “**Plan**”),<sup>1</sup> any and all Causes of Action<sup>2</sup> that are not expressly released or waived or limited under the Plan are reserved and preserved and vested in the Asbestos Trust or Reorganized Hopeman, as applicable, on the Effective Date.

The Causes of Action vested in the Asbestos Trust include, but are not limited to, claims or causes of action for unjust enrichment, negligence, equitable indemnification, equitable subrogation, reimbursement, indemnification, contribution, restitution, disgorgement, or any other tort that the Asbestos Trust may bring against suppliers, shipyards, subcontractors, ship owners, ship operators, or any other Person other than a Protected Party or Vendor Released Party.

The Asbestos Trust and Reorganized Hopeman each retain Avoidance Actions against any Person other than a Protected Party or Vendor Released Party.

No Person may rely on the absence of a specific reference in the Plan or Confirmation Order to any Cause of Action against it as any indication that the Asbestos Trust or Reorganized Hopeman will not pursue any and all available Causes of Action against such Person. Reorganized Hopeman and the Asbestos Trust expressly reserve all Causes of Action, except for Causes of Actions against any Person that are expressly released, waived, or limited under the Plan or Confirmation Order. Further, it follows that no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of confirmation or consummation of the Plan or entry of the Confirmation Order. Notwithstanding and without limiting the generality of Articles VIII, IX, and X of the Plan, Hopeman, the Asbestos Trust, and Reorganized Hopeman expressly reserve all Causes of Action that are not expressly released, waived, or limited under the Plan.

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<sup>1</sup> Any capitalized term not otherwise defined herein shall have the meaning ascribed to it in the Plan.

<sup>2</sup> “**Causes of Action**” are defined in Section 1.34 of the Plan. Section 8.3(c), (i), and (m), Section 8.17, and Section 10.3(b)(iv) and (vi) of the Plan set forth the Asbestos Trust’s rights to, *inter alia*, bring and compromise Causes of Action. For the avoidance of doubt, this Schedule does modify or clarify the Asbestos Insurance Rights transferred to the Asbestos Trust under the Plan, *see* Plan §§ 1.13, 8.13(a), 8.13(c), 8.13(e), nor the Asbestos Trust’s right to intervene in an Asbestos Insurance Action. Plan § 8.13(c)(v).