

**REVISED FORM OF**  
**ASBESTOS TRUST DISTRIBUTION PROCEDURES**

The Plibrico Asbestos Trust Distribution Procedures ("TDP") contained herein provide for resolving all asbestos-related personal injury and death claims caused, in whole or in part, by exposure to asbestos-containing products sold by Plibrico Company or Plibrico Sales and Service, Inc. (together and individually, the "Plibrico Entities") or their predecessors, for which the Plibrico Entities and their predecessors, successors, and assigns have legal liability (hereinafter for all purposes of this TDP defined as "Asbestos Claims"), as provided in and required by the Second Amended Joint Plan of Reorganization Dated August 1, 2005, as modified by the Third Amended Joint Plan of Reorganization dated January 30, 2006 (the "Plan") and the Asbestos Trust Agreement. The Plan and Asbestos Trust Agreement establish the Asbestos Trust. The Trustee of the Asbestos Trust ("Trustee") shall implement and administer this TDP in accordance with the Asbestos Trust Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Plan and the Asbestos Trust Agreement.

**SECTION I**

**INTRODUCTION**

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

**1.2 Interpretation.** Nothing in this TDP shall be deemed to create a substantive right for any claimant.

**1.3 Effective Date.** For purposes of this TDP, "Effective Date" shall mean the First Business Day after which the order(s) establishing the Asbestos Trust and the corollary

injunction channeling claims against the Plibrico Entities to the Asbestos Trust shall have become a Final Order, as defined by the Plan.

## **SECTION II**

### **OVERVIEW**

**2.1 Asbestos Trust Goals.** The goal of the Asbestos Trust is to treat all claimants equitably. This TDP furthers that goal by setting forth procedures for processing and paying claims generally on an impartial, first-in-first-out ("FIFO") basis, with the intention of paying all claimants over time as equivalent a share as possible of the value of their claims based on historical values for substantially similar claims in the tort system.<sup>1</sup> To this end, the TDP establishes a schedule of seven asbestos-related diseases ("Disease Levels"), all of which have medical and exposure requirements ("Medical/Exposure Criteria"). Six of the Disease Levels, Levels I – IV and Levels VI – VII, have specific liquidated values ("Scheduled Values"), and all seven Disease Levels have caps on their liquidated values ("Maximum Values"). Five of the Disease Levels, Levels III – VII, have anticipated average values ("Average Values"). The Disease Levels, Medical/Exposure Criteria, Scheduled Values, Average Values, and Maximum Values, which are set forth in Section 5.2 below, have all been selected and derived with the intention of achieving a fair allocation of the Asbestos Trust funds as among claimants suffering from different diseases in light of the best available information considering the settlement history of claims against the Plibrico Entities and the rights claimants would have in the tort system absent the Bankruptcy.

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<sup>1</sup> As used in this TDP, the phrase "in the tort system" shall include only claims asserted by way of litigation and not claims asserted against a trust established pursuant to Section 524(g) and/or Section 105 of the Bankruptcy Code or any other applicable law.

**2.2 Asbestos Claim Liquidation Procedures.** Asbestos Claims shall be processed based on their place in the FIFO Processing Queue to be established pursuant to Section 5.1(a) below. The Asbestos Trust shall take all reasonable steps to resolve Asbestos Claims as efficiently and expeditiously as possible at each stage of claims processing and arbitration, which steps may include conducting settlement discussions with claimants' representatives with respect to more than one claim at a time, provided that the claimants' respective positions in the FIFO Processing Queue are maintained and each claim is individually evaluated pursuant to the valuation factors set forth in Section 5.2(b)(2) below. The Asbestos Trust shall also make every effort to resolve each year at least that number of Asbestos Claims required to exhaust the Maximum Annual Payment for Category A and Category B claims, as those terms are defined below.

The Asbestos Trust shall liquidate all Asbestos Claims of Disease Levels I – IV, VI and VII at the applicable Scheduled Value for those claimants that opt for the Expedited Review Process described in Section 5.3(a) below and can meet the Medical/Exposure Criteria.

Asbestos Claims involving Disease Levels I – IV, VI and VII that do not meet the Medical/Exposure Criteria for the relevant Disease Level may undergo the Asbestos Trust's Individual Review Process described in Section 5.2(b) below. In such a case, notwithstanding that the claim does not meet the Medical/Exposure Criteria for the relevant Disease Level, the Asbestos Trust can offer the claimant an amount up to the Scheduled Value of that Disease Level if the Asbestos Trust is satisfied that the claimant has presented a claim that would be cognizable and valid in the tort system.

Asbestos Claims involving Disease Levels III – VII tend to raise more complex valuation issues than the Asbestos Claims in Disease Levels I – II. Accordingly, a claimant holding claims

involving those Disease Levels may in addition or alternatively seek to establish a liquidated value for his or her claim that is greater than the applicable Scheduled Value by electing the Asbestos Trust's Individual Review Process described in Section 5.2(b) below. However, the liquidated value of a claim that undergoes the Individual Review Process for valuation purposes may be determined to be less than its Scheduled Value, and in any event shall not exceed the Maximum Value for the relevant Disease Level set forth in Section 5.2(b)(3) below, unless the claim qualifies as an Extraordinary Claim as defined in Section 5.3(a) below, in which case its liquidated value cannot exceed the Maximum Value specified in that provision for such claims. Level V (Lung Cancer 2) claims may be liquidated only pursuant to the Asbestos Trust's Individual Review Process.

Based upon Plibrico's claims settlement history in light of applicable tort law, and current projections of present and future unliquidated claims, the Scheduled Values and Maximum Values set forth in Section 5.2(b)(3) have been established for each of the five more serious Disease Levels that are eligible for Individual Review of their liquidated values, with the expectation that the combination of settlements at the Scheduled Values and those resulting from the Individual Review Process shall trend towards the Average Values also set forth in that provision.

All unresolved disputes over a claimant's medical condition, exposure history, and/or the liquidated value of the claim shall be subject to binding or non-binding arbitration, at the election of the claimant, under procedures that are provided in Section 5.9 below. Disputes that are not resolved after non-binding arbitration may enter the tort system as provided in Sections 5.9 and 7.5 below. However, if and when a claimant obtains a judgment in the tort system, the judgment

will be payable (subject to the Payment Percentage, Maximum Annual Payment and Claims Payment Ratio provisions set forth below) only as provided in Section 7.7 below.

**2.3 Asbestos Trust Application of the Payment Percentage.** After the liquidated value of an Asbestos Claim, as defined in Section 5.2(a)(3) below, is determined pursuant to the procedures set forth herein for Expedited Review, Individual Review, arbitration, or litigation in the tort system, the claimant will ultimately receive a pro-rata share of that value based on a Payment Percentage described in Section 4.2 below. As set forth in Section 4.2 below, the Initial Payment Percentage has been set at 1.1 percent, and shall apply to all Asbestos Voting Claims accepted as valid by the Asbestos Trust, unless adjusted by the Asbestos Trust pursuant to the consent of the Asbestos Trust Advisory Committee ("TAC") and the Futures Representative for Future Asbestos-Related Claimants ("Futures Representative") (who are described in Section 3.1 below) pursuant to Section 4.2 below and except as provided in Section 4.2 below with respect to supplemental payments in the event the Initial Payment Percentage is changed. The term "Asbestos Voting Claims" includes (i) claims filed against the Plibrico Entities in the tort system prior to the Petition Date of March 13, 2002; and (ii) all claims filed against another defendant in the tort system prior to the date the Plan was filed with the Bankruptcy Court (the "Plan Filing Date"); provided, however, that (1) the holder of a claim described in subsection (i) or (ii) above, or his or her authorized agent, actually voted to accept or reject the Plan pursuant to the voting procedures established by the Bankruptcy Court, unless such holder certifies to the satisfaction of the Trustee that he or she was prevented from voting in this proceeding as a result of circumstances related to Hurricanes Katrina, Rita, Wilma or other events resulting in a state of emergency in the relevant jurisdiction that affected the claimant or his or her law firm, and (2) the claim was subsequently filed with the Asbestos Trust pursuant to Section 5.1 below by the

Initial Claims Filing Date defined in Section 5.1(a) below. The Initial Payment Percentage has been calculated on the assumption that the Average Values set forth in Section 5.2(b)(3) below will be achieved with respect to existing present claims and projected future claims involving Disease Levels III – VII.

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 Futures Representative to reflect then-current estimates of the Asbestos Trust's assets and its liabilities, as well as the then-estimated value of then-pending and future claims. However, any adjustment to the Initial Payment Percentage shall be made only pursuant to Section 4.2 below. If the Payment Percentage is increased over time, claimants whose claims were liquidated and paid in prior periods under the TDP shall recover additional payments only as provided in Section 4.2 below. Because there is uncertainty in the prediction of both the number and severity of future claims, and the amount of the Asbestos Trust's assets, no guarantee can be made of any Payment Percentage of an Asbestos Claim's liquidated value other than of an Asbestos Voting Claim.

**2.4 Asbestos Trust's Determination of the Maximum Annual Payment.** The Asbestos Trust shall estimate or model the amount of cash flow anticipated to be necessary over its entire life to ensure that funds will be available to treat present and future asbestos claimants as similarly as possible. In each year, the Asbestos Trust shall be empowered to pay all of the income earned during the year, together with a portion of principal, calculated so that the application of Asbestos Trust funds over its life shall correspond with the needs created by the anticipated flow of claims (the "Maximum Annual Payment"), taking into account the Payment Percentage provisions set forth in Section 2.3 above and Section 4.2 below.

The Asbestos Trust's distributions to all claimants for that year shall not exceed the Maximum Annual Payment for that year. The Maximum Annual Payment shall be allocated and used to satisfy all liquidated Asbestos Claims, subject to the Claims Payment Ratio set forth in Section 2.5 below. Claims for which there are insufficient funds shall be carried over to the next year, and placed at the head of their FIFO Payment Queue.

**2.5 Asbestos Claims Payment Ratio.** Based upon the claims settlement history of the Plibrico Entities and an analysis of present and future claims, a Claims Payment Ratio has been determined which, as of the Effective Date, has been set at sixty-five percent (65%) for Category A claims, which consist of Asbestos Claims involving severe asbestosis and malignancies (Disease Levels III – VII) that were unliquidated as of the Petition Date, and at thirty-five percent (35%) for Category B claims, which are Asbestos Claims involving other asbestos-related nonmalignant disease (Disease Levels I and II) that were similarly unliquidated as of the Petition Date. In each year, based upon the Maximum Annual Payment, 65% of that amount will be available to pay liquidated Category A claims and 35% will be available to pay liquidated Category B claims that have been liquidated since the Petition Date.

In the event there are insufficient funds in any year to pay the liquidated claims within either or both of the Categories, the available funds allocated to the particular Category shall be paid to the maximum extent to claimants in the particular Category based on their place in the FIFO Payment Queue described in Section 5.1(a) below based upon the date of claim liquidation. Claims for which there are insufficient funds allocated to the relevant Category will be carried to the next year where they will be placed at the head of the FIFO Payment Queue. If there are excess funds in either or both Categories because there is an insufficient amount of liquidated claims to exhaust the respective Maximum Annual Payment amount for that Category, then the

excess funds for either or both Categories shall be rolled over and remain dedicated to the respective Category to which they were originally allocated.

The 65%/35% Claims Payment Ratio and its rollover provision shall apply to all Asbestos Voting Claims as defined above in Section 2.3, and shall not be amended until the fifth anniversary of the date on which the Asbestos Trust accepts for processing proof of claim forms and other materials required to file a claim with the Asbestos Trust. Thereafter, both the Claims Payment Ratio and its rollover provision shall be continued absent circumstances, such as a significant change in law or medicine, necessitating amendment to avoid a manifest injustice. However, the accumulation, rollover, and subsequent delay of claims resulting from the application of the Claims Payment Ratio shall not, in and of itself, constitute such circumstances. In addition, an increase in the number of Category B claims beyond those predicted or expected shall not be considered as a factor in deciding whether to reduce the percentage allocated to Category A claims. In considering whether to make any amendments to the Claims Payment Ratio and/or its rollover provisions, the Trustee should also consider the reasons for which the Claims Payment Ratio and its rollover provisions were adopted, the settlement history that gave rise to its calculation, and the foreseeability or lack of the foreseeability of the reasons why there would be any need to make an amendment. In that regard, the Trustee should keep in mind the interplay between the Payment Percentage and the Claims Payment Ratio as it affects the net cash actually paid to claimants. In any event, no amendment to the Claims Payment Ratio to reduce the percentage allocated to Category A claims may be made without the unanimous consent of the TAC members and the consent of the Futures Representative, and the percentage allocated to Category A claims may not be increased without the consent of the TAC members and the Futures Representative. In case of any amendment to the Claims Payment Ratio,

consents shall be governed by the consent process set forth in Sections 5.7(b) and 6.6(b) of the Asbestos Trust Agreement. The Trustee, with the consent of the TAC members and the Futures Representative, may offer the option of a reduced Payment Percentage to holders of claims in either Category A or Category B in return for prompter payments (the "Reduced Payment Option").

**2.6 Indirect Asbestos Claims.** As set forth in Section 5.5 below, Indirect Asbestos Claims for indemnity and contribution (if any) will be subject to the same categorization, evaluation, and payment provisions of this TDP as all other Asbestos Claims.

### **SECTION III**

#### **TDP ADMINISTRATION**

**3.1 Asbestos Trust Advisory Committee and Futures Representative.** Pursuant to the Plan and the Asbestos Trust Agreement, the Asbestos Trust and this TDP will be administered by the Trustee in consultation with (1) a five-member Asbestos Trust Advisory Committee (the "TAC") that represents the interests of holders of present Asbestos Claims, and (2) a Futures Representative for Future Asbestos-Related Claimants (the "Futures Representative") who represents the interests of holders of Asbestos Claims that will be asserted in the future. The Trustee shall obtain the consent of the TAC and the Futures Representative before seeking to amend these Procedures pursuant to Section 8.1 below and on such other matters as are otherwise required below and in Section 3.2(f) of the Asbestos Trust Agreement. The Trustee shall also consult with the TAC and the Futures Representative on such matters as are provided below and in Section 3.2 of the Asbestos Trust Agreement. The initial members of the TAC and the Futures Representative are identified in the Asbestos Trust Agreement.

**3.2 Consent and Consultation Procedures.** In those circumstances in which consultation or consent is required, the Trustee will provide written notice to the TAC and the Futures Representative of the specific amendment or other action that is proposed. The Trustee will not implement such amendment nor take such action unless and until the parties have engaged in the consent procedures described in Sections 6.6 and 7.7 of the Asbestos Trust Agreement.

## SECTION IV

### **PAYMENT PERCENTAGE; PERIODIC ESTIMATES**

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

**4.2 Computation of Payment Percentage.** As provided in Section 2.3 above, the Initial Payment Percentage shall be 1.1 percent, and shall apply to all Asbestos Claims as defined in Section 2.3 above unless the Trustee, with the consent of the TAC and the Futures Representative, determines that the Initial Payment Percentage should be changed to assure that the Asbestos Trust will be in a financial position to pay holders of unliquidated and/or unpaid Asbestos Voting Claims and present and future Asbestos Claims in substantially the same manner.

Except with respect to Asbestos Voting Claims to which the Initial Payment Percentage applies, the Payment Percentage shall be subject to change pursuant to the terms of this TDP and the Asbestos Trust Agreement if the Trustee determines that an adjustment is required. No less frequently than once every three (3) years, commencing with the first day of January occurring after the Plan is consummated, the Trustee shall reconsider the then-applicable Payment Percentage to assure that it is based on accurate, current information and may, after such reconsideration, change the Payment Percentage if necessary with the consent of the TAC and the Futures Representative. The Trustee shall also reconsider the then-applicable Payment Percentage at shorter intervals if he or she deems such reconsideration to be appropriate or if requested to do so by the TAC or the Futures Representative. The Trustee must base his or her determination of the Payment Percentage on current estimates of the number, types, and values of present and future Asbestos Claims, the value and liquidity of the assets then available to the Asbestos Trust for their payment, all anticipated administrative and legal expenses, and any other material matters that are reasonably likely to affect the sufficiency of funds to pay a comparable percentage of full value to all holders of Asbestos Claims. When making these determinations, the Trustee shall exercise common sense and flexibly evaluate all relevant factors. The Payment Percentage applicable to Category A claims may not be reduced to alleviate delays in Category B claims payments caused by a backlog in Category B and vice versa; Category B claims will receive the same Payment Percentage as Category A claims, but the payment may be deferred as needed and a Reduced Payment Option may be instituted as described in Section 2.5 above.

The uncertainty surrounding the amount of the Asbestos Trust's future assets is due in significant part to the fact that the estimates of those assets do not take into account the possibility that the Asbestos Trust may receive substantial additional funds from successful

recoveries of insurance proceeds that have been assigned to the Asbestos Trust with respect to which the coverage is presently in dispute or the solvency of the carrier is in doubt. If the Asbestos Trust successfully resolves an insurance coverage dispute or otherwise receives a substantial recovery of insurance proceeds, the Asbestos Trust shall use those proceeds first to maintain the Payment Percentage then in effect.

If the Trustee, with the consent of the TAC and the Futures Representative, determines to increase the Payment Percentage, including the Initial Payment Percentage applicable to Asbestos Trust Voting Claims, due to a change in the estimates of the Asbestos Trust's future assets and/or liabilities, the Trustee shall also make supplemental payments to all claimants who previously liquidated their claims against the Asbestos 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 Trustee's obligation to make a supplemental payment to a claimant shall be suspended in the event the payment in question would be less than \$100, and the amount of the suspended payment shall be added to the amount of any prior supplemental payment/payments that was/were also suspended because it/they would have been less than \$100. However, the Trustee's obligation shall resume and the Trustee shall pay any such aggregate supplemental payments due the claimant at such time that the total exceeds \$100.

**4.3 Applicability of the Payment Percentage.** No holder of an Asbestos Claim as defined in Section 5.2(a)(3) below shall receive a payment that exceeds the Asbestos Trust's determination of the Initial Payment Percentage of the relevant liquidated value of the claim in the case of Asbestos Voting Claims, or the Payment Percentage in effect at the time of payment

in the case of all other Asbestos Claims. If a redetermination of the Payment Percentage has been proposed in writing by the Trustee to the TAC and the Futures Representative but has not yet been adopted, the claimant shall receive the lower of the current Payment Percentage or the proposed Payment Percentage. However, if the proposed Payment Percentage was the lower amount but 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 was the higher amount and is subsequently adopted, the claimant shall thereafter receive the difference between the lower current amount and the higher adopted amount. Notwithstanding the foregoing, holders of Asbestos Claims shall be entitled to supplemental payments as provided for by Section 4.2 above.

## SECTION V

### **RESOLUTION OF ASBESTOS CLAIMS**

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

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

**5.1(a)(1) Establishment of the FIFO Processing Queue.** The Asbestos Trust will order all unliquidated Asbestos Claims that are sufficiently complete to be reviewed for processing purposes on a FIFO basis (the "FIFO Processing Queue") except as otherwise provided herein. For all claims filed on or before the Initial Claims Filing Date,<sup>2</sup> a claimant's position in the FIFO Processing Queue shall be determined as of the earlier of (i) the date prior to the Petition Date (if any) that the specific claim was filed against the Plibrico Entities in the tort system; (ii) the date after the Petition Date but before the Effective Date that the claim was filed

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<sup>2</sup> The "Initial Claims Filing Date" is the date six (6) months after the date on which the Asbestos Trust first makes available the proof of claim forms and other claims materials required to file a claim with the Asbestos Trust.

in the tort system against another defendant; (iii) the date the claim was filed in the Bankruptcy Court for voting purposes in this Chapter 11 proceeding; (iv) the date a ballot was submitted on behalf of the claimant for purposes of voting to accept or reject the Plan pursuant to the voting procedures approved by the Bankruptcy Court; or (v) the date the claim was filed with the Asbestos Trust. For all other claims, the claimant's position in the FIFO Processing Queue shall be determined by the date the claim was 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 claimant's asbestos-related disease. If any unliquidated Asbestos Claims are both diagnosed and filed on the same dates, the position of those claims in the FIFO Processing Queue shall be determined by the dates of the claimants' birth, with older claimants given priority over younger claimants.

**5.1(a)(2) Effect of Statutes of Limitations and Repose.** To be eligible for a place in the FIFO Processing Queue, an unliquidated Asbestos Claim must meet either: (i) for claims first filed in the tort system against the Plibrico Entities prior to the Petition Date, the applicable federal, state, and foreign statutes of limitations and repose that were in effect at the time of the filing of the claim in the tort system; or (ii) for claims not filed against the Plibrico Entities in the tort system prior to the Petition Date, the applicable federal, state and foreign statutes of limitations that were in effect at the time of the filing with the Asbestos Trust. However, the running of the applicable statutes of limitations shall be tolled for purposes of these statutes as of the earliest of: (A) the actual filing of the claim against the Plibrico Entities prior to the Petition Date; (B) the filing of the claim after the Petition Date but prior to the Effective Date against another defendant in the tort system; (C) the filing of the requisite proof of claim for voting purposes in this Chapter 11 proceeding prior to the Effective Date; or (D) the filing of a proof of

claim with the requisite supporting documentation with the Asbestos Trust after the Initial Claims Filing Date. If an Asbestos Claim meets any of the tolling provisions described in the preceding sentence and was not barred by the applicable statutes of limitations as of the date of the tolling, the Asbestos Claim will be treated as timely filed if it is actually filed with the Asbestos Trust within three (3) years of the Initial Claims Filing Date. Any claims that were first diagnosed after the Petition Date, irrespective of any relevant statute of limitations, 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.

In addition to the foregoing tolling provisions, for Disease Level I claims only, any applicable statutes of limitations or repose shall be tolled until the Trustee determines, with the consent of TAC and the Futures Representative, that such tolling should end. In the event this additional tolling of any applicable statutes of limitations or repose for Disease Level I claims ceases, Disease Level I claims will be treated as timely filed if they were not barred by the applicable statutes of limitations or repose as of August 1, 2006 and they are filed with the Trust any time prior to three (3) years after the Asbestos Trust gives notice that tolling has ceased as provided herein or three (3) years after the date of diagnosis, whichever occurs later. In any event, the processing of any Asbestos Claim by the Asbestos Trust may be deferred at the election of the claimant pursuant to Section 6.3 below.

**5.1(b) Processing of Claims.** As a general practice, the Asbestos Trust will review its claims files on a regular basis and notify all claimants whose claims are likely to come up in the FIFO Processing Queue in the near future. However, claims that were not filed against the Plibrico Entities in the tort system or actually submitted to the Plibrico Entities pursuant to an administrative settlement agreement prior to the Petition Date, or against another defendant in

the tort system prior to the Plan Filing Date, shall not be processed until after the Initial Claims Filing Date.

**5.1(c) Payment of Claims.** Asbestos Claims that have been liquidated by the Expedited Review Process as provided in Section 5.2(a) below, by the Individual Review Process as provided in Section 5.2(b) below, by arbitration as provided in Section 5.9 below, or in the tort system as provided in Section 5.10 below, shall be paid in FIFO order based on the date their liquidation became final (the "FIFO Payment Queue"), all such payments being subject to the applicable Payment Percentage, the Maximum Annual Payment, and the Claims Payment Ratio, except as otherwise provided herein.

In a case in which 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 offer by the claimant's representative, any offer made by the Asbestos Trust on the claim shall remain open so long as proceedings before that court 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 multiplied by the Payment Percentage in effect at the time the offer was first made. For purposes of placement in the FIFO Payment Queue, the date of final liquidation shall be the date the Asbestos Trust receives evidence of said approval and acceptance.

If any claims are liquidated on the same date, the claimant's position in the FIFO Payment Queue shall be determined by the date of the diagnosis of the claimant's asbestos-related disease. If any claims are liquidated on the same date and the respective claimant's

diseases were diagnosed on the same date, the position of those claims in the FIFO Payment Queue shall be determined by the dates of the claimants' birth, with older claimants given priority over younger claimants.

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

The proof of claim form shall require the claimant to assert his or her claim for the highest Disease Level for which the claim qualifies at the time of filing. The proof of claim form also shall require the claimant to elect the Asbestos Trust's Expedited Review Process as described in Section 5.2(a) below, or the Asbestos Trust's Individual Review Process as described in Section 5.2(b) below. Prior to receiving an offer from the Asbestos Trust, the claimant may notify the Asbestos Trust in writing of any change in the claimant's Disease Level or processing election, and provide the Asbestos Trust with any additional medical and/or exposure evidence that was not provided with the original claim submission.

**5.2(a) Expedited Review Process.**

**5.2(a)(1) In General.** The Asbestos Trust's Expedited Review Process is designed primarily to provide an expeditious, efficient and inexpensive method for liquidating all claims (except those involving Disease Level V, which shall only be liquidated pursuant to the Asbestos Trust's Individual Review Process) where the claim can easily be verified by the Asbestos Trust as meeting the Medical/Exposure Criteria for the relevant Disease Level. Expedited Review thus provides claimants with a substantially less burdensome process for pursuing Asbestos Claims than does the Individual Review Process described in Section 5.2(b) below. Expedited Review is also intended to provide qualifying claimants a fixed and certain claims payment. Thus, claims that undergo Expedited Review and meet the Medical/Exposure Criteria for the relevant Disease Level shall be paid the Scheduled Value for such Disease Level set forth in Section 5.2(a)(3) below. However, all claims liquidated by Expedited Review shall be subject to the Maximum Annual Payment, the Payment Percentage, and the Claims Payment Ratio. Claimants holding claims that cannot be liquidated by Expedited Review because they do not meet the Medical/Exposure Criteria for the relevant Disease Level may elect the Asbestos Trust's Individual Review Process set forth in Section 5.2(b) below. Further, the claimants' eligibility to receive the Scheduled Value for his or her Asbestos Claim pursuant to the Expedited Review Process shall be determined solely by reference to the Medical Exposure Criteria set forth below for each of the Disease Levels eligible for Expedited Review.

**5.2(a)(2) Claims Processing under Expedited Review.** All claimants seeking liquidation of their claims pursuant to Expedited Review shall file the Asbestos Trust's proof of claim form. As an eligible proof of claim form is reached in the FIFO Processing Queue, the Asbestos Trust shall determine whether the claim described therein meets the Medical/Exposure

Criteria for one of the six Disease Levels eligible for Expedited Review, and shall advise the claimant of its determination. If a Disease Level is determined, the Asbestos Trust shall tender to the claimant an offer of payment of the Scheduled Value (as adjusted by the applicable Payment Percentage) for the relevant disease Level multiplied by the applicable Payment Percentage, together with a form of release approved by the Asbestos Trust. If the claimant accepts the offer of payment and returns the release properly executed, the claim shall be placed in the FIFO Payment Queue, following which the Asbestos Trust shall disburse payment subject to the limitations of the Maximum Annual Payment and Claims Payment Ratio, if any.

**5.2(a)(3) Disease Levels, Scheduled Values, and Medical/Exposure Criteria.** The seven Disease Levels covered by this TDP, together with the Medical/Exposure Criteria for each and the Scheduled Values for the six Disease Levels eligible for Expedited Review, are set forth below.

These Disease Levels, Scheduled Values, and Medical/Exposure Criteria shall apply to all Asbestos Voting claims filed with the Asbestos Trust on or before the Initial Claims Filing Date provided in Section 5.1 above for which the claimant elects the Expedited Review Process. Thereafter, for purposes of administering the Expedited Review Process and with the consent of the TAC and the Futures Representative, the Trustee may add to, change or eliminate Disease Levels, Scheduled Values, or Medical/Exposure Criteria; develop subcategories of Disease Levels, Scheduled Values, or Medical/Exposure Criteria; or determine that a novel or exceptional personal injury claim is compensable even though it does not meet the Medical/Exposure Criteria for any of the then-current Disease Levels.

Because claimants seeking recovery from the Asbestos Trust who fall within Disease Level V may not undergo Expedited Review and must undergo Individual Review, no Scheduled Value is provided.

<u>Disease Level</u>	<u>Scheduled Values</u>	<u>Medical/Exposure Criteria</u>
Mesothelioma (Level VII)	[\$350,000]	(1) Diagnosis <sup>3</sup> of mesothelioma; and (2) Plibrico Exposure (as set forth in Section 5.6(b)(3) below).
Lung Cancer 1 (Level VI)	[\$120,000]	(1) Diagnosis of a primary lung cancer plus evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease, <sup>4</sup> (2) six months of Plibrico Exposure, (3) Significant Occupational Exposure <sup>5</sup> to asbestos, and

<sup>3</sup> The requirements for a diagnosis of an asbestos-related disease that may be compensated under the provisions of this TDP are set forth in Section 5.6 below.

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

<sup>5</sup> "Significant Occupational Exposure" is defined in Section 5.6(b)(2) below.

(4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the lung cancer in question.

Lung Cancer 2 (Level V) [None]

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

Lung Cancer 2 (Level V) claims are claims that do not meet the more stringent medical and/or exposure requirements of Lung Cancer (Level VI) claims. All claims in this Disease Level will be individually evaluated. The estimated likely average of the individual evaluation awards for this category is \$45,000, with such awards capped at \$135,000, unless the claim qualifies for Extraordinary Claim treatment (discussed in Section 5.3(a) below).

Level V claims that show no evidence of either an underlying Bilateral Asbestos-Related Non-malignant Disease or Significant Occupational Exposure may be individually evaluated, although it is not expected that such claims will be treated as having any significant value, especially if the claimant is also a Smoker.<sup>6</sup> In any event, no presumption of validity will be

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<sup>6</sup> There is no distinction between Non-Smokers and Smokers for either Lung Cancer 1 (Level VI) or Lung Cancer 2 (Level V), although a claimant who meets the more stringent requirements of Lung Cancer 1 (Level VI) (evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease plus Significant Occupational Exposure), and who is also a Non-Smoker, may wish to have his or her claim individually evaluated by the Asbestos Trust. In such a case,

available for any claims in this category.

Other Cancer (Level IV)      [\$65,000]

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

Severe Asbestosis (Level III) [\$120,000]

(1) Diagnosis of asbestosis with ILO of 2/1 or greater, or asbestosis determined by pathological evidence of asbestos,<sup>7</sup> plus (a) TLC less than 65%, or (b) FVC less than 65% plus FEV1/FVC ratio greater than 65%, (2) six months of Plibrico Exposure, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the pulmonary disease in question.

Asbestosis/Pleural Disease (Level II)      [\$15,000]

(1)(a) Diagnosis of asbestosis with ILO of 1/0 or greater or asbestosis

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it is anticipated that the liquidated value of the claim might well exceed the Scheduled Value for Lung Cancer 1 (Level VI) shown above. "Non-Smoker" means a claimant who either (a) never smoked or (b) has not smoked during any portion of the twelve (12) years immediately prior to the diagnosis of the lung cancer.

<sup>7</sup> Proof of pathological asbestosis may be based on the pathological grading system for asbestosis described in the Special Issue of the Archives of Pathology and Laboratory Medicine, "Asbestos-associated Diseases," Vol. 106, No. 11, App. 3 (October 8, 1982).

determined by pathology, or bilateral pleural disease of B2 or greater, and (b) TLC less than 80%, or FVC less than 80% plus FEV1/FVC ratio greater than or equal to 65%, (2) six months of Plibrico Exposure, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a contributing factor in causing the pulmonary disease in question.

Other Asbestos Disease  
(Level I)

[\$1,500]

(1) Diagnosis of a Bilateral Asbestos-Related Nonmalignant Disease or an asbestos-related malignancy other than Mesothelioma, (2) Plibrico Exposure, and (3) Significant Occupational Exposure to asbestos.

**5.2(b) Individual Review Process.**

**5.2(b)(1) Individual Review Process Application.** Subject to the provisions set forth below, a claimant may elect to have his or her Asbestos Claim reviewed for purposes of determining whether the claim would be compensable in the tort system even though it does not meet the Medical/Exposure Criteria for any of the Disease Levels set forth in Section 5.2(a)(3) above. In addition or alternatively, a claimant may elect to have a claim undergo the Individual Review process for purposes of determining whether the liquidated value of the claim exceeds the Scheduled Value for the relevant Disease Level. Notwithstanding the above, a claimant with an Asbestos Claim in Disease Levels I and II may request Individual Review only if the claimant does not otherwise meet the Medical/Exposure Criteria for the Disease Level. However, until such time as the Asbestos Trust has made an offer on a claim pursuant to Individual Review, the

claimant may change his or her Individual Review election or have the claim liquidated pursuant to the Asbestos Trust's Expedited Review Process. In the event of such a change in the processing election, the claimant shall nevertheless retain his or her place in the FIFO Processing Queue.

The Individual Review Process is intended to result in payments equal to the full liquidated value for each qualifying claim; however, the liquidated value of any Asbestos Claim that undergoes Individual Review may be determined to be less than the Scheduled Value the claimant would have received under Expedited Review. Moreover, the liquidated value for any Asbestos Claim shall not exceed the applicable Maximum Value for the relevant Disease Level set forth in Section 5.2(b)(3) below, unless the claim meets the requirements of an Extraordinary Claim described in Section 5.3(a) below, in which case its liquidated value cannot exceed the applicable Maximum Value set forth in that provision for such claims. Because the detailed examination and valuation process pursuant to Individual Review requires substantial time and effort, claimants who undergo the Individual Review Process will necessarily be paid the liquidated value of their Asbestos Claims later than would have been the case had the claimant elected or been eligible for the Expedited Review Process.

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

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

**5.2(b)(2) Valuation Factors to be Considered in Individual Review.** The Asbestos Trust shall liquidate the value of each Individual Review claim based on the historic liquidated values of other similarly situated claims in the tort system for the same Disease Level. The Asbestos Trust will thus take into consideration all of the factors that affect the severity of damages and values within the tort system including, but not limited to, (i) the degree to which the characteristics of a claim differ from the Medical/Exposure Criteria for the Disease Level in question; provided, however, that all claimants, including those that choose the Individual

Review Process, must provide at least credible evidence of occupational exposure to a specific asbestos-containing product manufactured or distributed by the Plibrico Entities or their predecessors; (ii) factors such as the claimant's age, disability, employment status, disruption of household, family or recreational activities, dependencies, special damages, and pain and suffering; (iii) evidence that the claimant's damages were (or were not) caused by asbestos exposure, including exposure to asbestos-containing products manufactured or distributed by the Plibrico Entities or their predecessors (for example, alternative causes, type and strength of medical evidence, and type of documentation of injuries); (iv) the industry of exposure and other factors discussed in Section 5.6(b)(2) and (b)(3) below; (v) settlements, verdicts and the claimant's and other law firms' experience in the Claimant's Jurisdiction (as defined below) for similarly situated claims only; and (vi) the need to trend towards the Average Value for the applicable Disease Level. For these purposes, the "Claimant's Jurisdiction" is the jurisdiction in which the claimant's complaint specifically naming the Plibrico Entities was pending (if at all) against the Plibrico Entities in the tort system prior to the Petition Date. If the claim was not pending against the Plibrico Entities as a named party in the tort system prior to the Petition Date, the Claimant's Jurisdiction is either (i) the jurisdiction in which the claimant was allegedly exposed to a Plibrico Entity asbestos-containing product, or (ii) the jurisdiction in which the claimant resides at the time the claim is filed with the Asbestos Trust.

With respect to the "Claimant's Jurisdiction" in the event a personal representative or authorized agent makes a claim under this TDP for wrongful death with respect to which the governing law of the Claimant's Jurisdiction could only be the Alabama Wrongful Death Statute, the Claimant's Jurisdiction for such claim shall be the State of Pennsylvania, and such claimant's damages shall be determined pursuant to the statutory and common laws of the State of

Pennsylvania without regard to its choice of law principles. The choice of law provision in Section 7.4 below applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant's Jurisdiction pursuant to Section 5.2(b)(2) is determined to be the Alabama Wrongful Death Statute, shall govern only the rights between the Asbestos Trust and the claimant, and, to the extent the Asbestos Trust seeks recovery from any entity that provided insurance coverage to the Plibrico Entities, the Alabama Wrongful Death Statute shall govern.

With respect to the "Claimant's Jurisdiction" in the event a personal representative or authorized agent makes a claim under this TDP for the death of an employee of a Plibrico Entity with respect to which the governing law of the Claimant's Jurisdiction could only be the law of Texas, the Claimant's Jurisdiction for such claim shall be the State of Pennsylvania, and such claimant's damages shall be determined pursuant to the statutory and common laws of the State of Pennsylvania without regard to its choice of law principles. Liability for such claim, however, shall be determined pursuant to the statutory and common laws of the State of Texas without regard to its choice of law principles. The choice of law provision in Section 7.4 below applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant's Jurisdiction pursuant to Section 5.2(b)(2) is determined to be the law of Texas, shall govern only the rights between the Asbestos Trust and the claimant, and, to the extent the Asbestos Trust seeks recovery from any entity that provided insurance coverage to the Plibrico Entities, the law of Texas shall govern.

**5.2(b)(3) Scheduled, Average, and Maximum Values.** The Scheduled, Average, and Maximum Values for the Disease Levels compensable under this TDP are the following:

<u>Scheduled Disease</u>	<u>Scheduled Values</u>	<u>Average Value</u> <sup>8</sup>	<u>Maximum Value</u>
Mesothelioma (Level VII)	[\$350,000]	[\$425,000]	[\$750,000]
Lung Cancer 1 (Level VI)	[\$120,000]	[\$135,000]	[\$200,000]
Lung Cancer 2 (Level V)	[None]	[\$45,000]	[\$135,000]
Other Cancer (Level IV)	[\$65,000]	[\$70,000]	[\$100,000]
Severe Asbestosis (Level III)	[\$120,000]	[\$135,000]	[\$200,000]
Asbestosis/Pleural Disease (Level II)	[\$15,000]		[\$15,000]
Other Asbestos Disease (Level I)	[\$1,500]		[\$1,500]

**5.2(b)(4) Claims Processing under Individual Review.** At the conclusion of the Individual Review Process, the Asbestos Trust shall: (1) determine the liquidated value, if any, of the claim; and (2) advise the claimant of its determination. If the Asbestos Trust establishes a liquidated value, it shall tender to the claimant an offer of payment of the aforementioned determined value, together with a form of release approved by the Asbestos Trust. If the claimant accepts the offer of payment and returns the release properly executed, the claim shall be placed in the FIFO Payment Queue, following which the Asbestos Trust shall disburse payment subject to the limitations of the Maximum Annual Payment and Claims Payment Ratio, if any.

**5.3 Categorizing Claims as Extraordinary and/or Exigent.**

**5.3(a) Extraordinary Claims.** "Extraordinary Claim" means an Asbestos Claim that

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<sup>8</sup> The Trustee, in evaluating these Asbestos Claims, shall use his or her best efforts such that the amounts offered for each Disease Level shall over time trend towards the Average Value per claim set forth herein.

otherwise satisfies the Medical/Exposure Criteria for Disease Levels I – VII, and that is held by a claimant whose exposure to asbestos was at least seventy-five percent (75%) the result of exposure to a specific asbestos-containing product manufactured or distributed by the Plibrico Entities or their predecessors and there is little likelihood of a substantial recovery elsewhere. All such Extraordinary Claims shall be presented for Individual Review and, if valid, shall be entitled to an award of up to a Maximum Value of **five (5) times** the applicable Maximum Value for claims qualifying for Disease Levels I – VII multiplied by the applicable Payment Percentage. An Extraordinary Claim, following its liquidation, shall be placed at the head of the FIFO Payment Queue for purposes of payment, subject to the Maximum Annual Payment and Claims Payment Ratio described above.

Any dispute as to Extraordinary Claim status shall be submitted to a special Extraordinary Claims Panel established by the Asbestos Trust with the consent of the TAC and the Futures Representative. All decisions of the Extraordinary Claims Panel shall be final and not subject to any further administrative or judicial review. An Extraordinary Claim, following its liquidation, shall be placed in the FIFO Payment Queue ahead of all other Asbestos Claims except Exigent Health and Hardship Claims, which shall be paid first in that order in said Queue, based on its date of liquidation, subject to the Maximum Annual Payment and Claims Payment Ratio described above.

**5.3(b) Exigent Claims.** At any time the Asbestos Trust may liquidate and pay certain Asbestos Claims that qualify as Exigent Health and Hardship Claims, as defined below. Such claims shall be considered separately under the Individual Review Process no matter what the order of processing otherwise would have been under this TDP, subject to the application of the Claims Payment Ratio set forth in Section 2.5. An Exigent Claim, following its liquidation, shall

be placed at the head of the FIFO Payment Queue for purposes of payment, subject to the Maximum Annual Payment and Claims Payment Ratio described above.

**5.3(b)(1) Exigent Health Claims.** A claim qualifies as an Exigent Health Claim if the claim meets the Medical/Exposure Criteria for Severe Asbestosis (Disease Level III) or an asbestos-related malignancy (Disease Levels IV – VII), and the claimant provides a declaration or affidavit made under penalty of perjury by a physician who has examined the claimant within one hundred twenty (120) days of the date of declaration or affidavit in which the physician states (a) that there is substantial medical doubt that the claimant will survive beyond six (6) months from the date of the declaration or affidavit, and (b) that the claimant's terminal condition is caused by the relevant asbestos-related disease.

**5.3(b)(2) Exigent Hardship Claims.** An Asbestos Claim qualifies for payment as an Exigent Hardship Claim if the claim meets the Medical/Exposure Criteria for Severe Asbestosis (Disease Level III) or an asbestos-related malignancy (Disease Levels IV – VII), and the Asbestos Trust, in its sole discretion, determines (a) that the claimant needs financial assistance on an immediate basis based on the claimant's expenses and all sources of available income, and (b) that there is a causal connection between the claimant's dire financial condition and the claimant's asbestos-related disease.

**5.4 Secondary Exposure Claims.** If a claimant alleges an asbestos-related disease resulting solely from exposure to an occupationally exposed person, such as a family member, the claimant may seek Individual Review of his or her claim pursuant to Section 5.2(b) above. In such a case, the claimant must establish that the occupationally exposed person would have met the exposure requirements under this TDP that would have been applicable had that person filed a direct claim against the Asbestos Trust. In addition, the claimant with secondary

exposure must establish that he or she is suffering from one of the seven Disease Levels described in Section 5.2(a)(3) above, that his or her asbestos-related disease was caused by exposure through the occupationally exposed person to an asbestos-containing product produced or distributed by the Plibrico Entities or their predecessors, and that his or her exposure to the occupationally exposed person occurred within the same time frame as the occupationally exposed person was exposed to the Plibrico Entity product. The proof of claim form to be used by the Asbestos Trust for such Secondary Exposure Claims is included in Attachment A hereto. All other liquidation and payment rights and limitations under this TDP shall be applicable to such claims.

**5.5 Indirect Asbestos Claims.** Indirect Asbestos Claims asserted against the Asbestos Trust based upon theories of contribution or indemnification under applicable law, shall be treated as presumptively valid and paid by the Trust subject to the applicable Payment Percentage if (a) such claim satisfied the requirements of the Bar Date established by the Bankruptcy Court for Plibrico Entity claims, if applicable, and is not otherwise disallowed by Section 502(e) of the Bankruptcy Code or subordinated under Section 509(c) of the Bankruptcy Code, and (b) the holder of such claim (the "Indirect Claimant") establishes to the satisfaction of the Trustee that (i) the Indirect Claimant has paid in full the liability and obligations of the Asbestos Trust to the individual to whom the Asbestos Trust would otherwise have had a liability or obligation under these Procedures ("Direct Claimant"), (ii) the Direct Claimant and the Indirect Claimant have forever released the Trust from all liability to the Direct Claimant, and (iii) the claim is not otherwise barred by a statute of limitations or repose or by other applicable law. In no event shall any Indirect Claimant have any rights against the Asbestos 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. No Indirect Claimant may be paid an amount that exceeds what the Indirect Claimant has actually paid the Direct Claimant.

The Asbestos Trust shall not pay any Indirect Claimant unless and until the Indirect Claimant's aggregate liability for the Direct Claimant's claim has been fixed, liquidated and paid by the Indirect Claimant by settlement (with an appropriate full release in favor of the Asbestos Trust) or a Final Order (as defined in the Plan) provided such claim is valid under the applicable state law. In any case where the Indirect Claimant has satisfied the claim of a Direct Claimant against the Asbestos Trust under applicable law by way of a settlement, the Indirect Claimant shall obtain for the benefit of the Asbestos Trust a release of claims by the Direct Claimant in form and substance satisfactory to the Trustee. The Trustee may develop and approve a separate proof of claim form for such Indirect Claims.

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 Indirect Asbestos Claim individually to determine whether the Indirect Claimant can establish under applicable state law that the Indirect Claimant has paid all or a portion of a liability or obligation that the Asbestos Trust had to the Direct Claimant as of the Effective Date. If the Indirect Claimant can show that it has paid all or a portion of such a liability or obligation, the Asbestos Trust shall reimburse the Indirect Claimant the amount of the liability or obligation so paid, times the then-applicable Payment Percentage. However, in no event shall such reimbursement to the Indirect Claimant be greater than the amount to which the Direct Claimant would have otherwise been entitled. Further, the liquidated value of any Indirect Asbestos Claim paid by the 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. Any dispute between the Asbestos Trust and an Indirect Claimant over whether the Indirect Claimant has a right to reimbursement for any amount paid to a Direct Claimant shall be subject to the arbitration procedures provided in Section 5.9 below. If such dispute is not resolved by the arbitration procedures, the Indirect Claimant may litigate the dispute in the tort system pursuant to Sections 5.10 and 7.6 below.

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

**5.6 Evidentiary Requirements.**

**5.6(a) Medical Evidence.**

**5.6(a)(1) In General.** All diagnoses of a Disease Level shall be accompanied by either (i) a statement by the physician providing the diagnosis that at least 10 (ten) years have elapsed between the date of first exposure to asbestos or asbestos-containing products and the diagnosis, or (ii) a history of the claimant's exposure sufficient to establish a 10-year latency period. Except

as provided herein, a finding by a physician that a claimant's disease is "consistent with" or "compatible with" asbestosis will not alone be treated by the Asbestos Trust as a diagnosis.<sup>9</sup>

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

**5.6(a)(1)(B) Disease Levels IV – VII.** All diagnoses of an asbestos-related malignancy (Disease Levels IV – VII) shall be based upon either (i) a physical examination of the claimant by the physician providing the diagnosis of the asbestos-related disease, or (ii) on a diagnosis of such a malignant Disease Level by a board-certified pathologist.

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<sup>9</sup> All diagnoses of Asbestos/Pleural Disease (Disease Levels I and II) not based on pathology shall be based on findings of bilateral asbestosis or pleural disease, and all diagnoses of Mesothelioma (Disease Level VII) shall be based on findings that the disease involves a malignancy.

<sup>10</sup> "Pulmonary Function Testing" ("PFT") shall mean spirometry testing that is in material compliance with the quality criteria established by the American Thoracic Society ("ATS") and is performed on equipment which is in material compliance with ATS standards for technical quality and calibration. PFT performed in a hospital accredited by the JCAHO, or performed, reviewed or supervised by a board-certified pulmonologist or other Qualified Physician shall be presumed to comply with ATS standards, and the claimant may submit a summary report of the testing. If the PFT was not performed in an JCAHO-accredited hospital, or performed, reviewed or supervised by a board-certified pulmonologist or other Qualified Physician, the claimant must submit the full report of the testing (as opposed to a summary report); provided, however, that if the PFT was conducted prior to the Effective Date of the Plan, and the full PFT report is not

**5.6(a)(1)(C) Treatment of Certain Pre-Petition Claims.** If the holder of an Asbestos Claim has available the medical evidence described in Section 5.6(a)(1)(A) above, or if the holder has filed such medical evidence with another asbestos-related personal injury settlement trust that requires such evidence, the holder shall provide such medical evidence to the Asbestos Trust notwithstanding the exception in Section 5.6(a)(1)(A) above.

**5.6(a)(2) Credibility of Medical Evidence.** 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 competent medical evidence of an asbestos-related injury that is credible and consistent with recognized medical standards. The Asbestos Trust may require the submission of X-rays, and may require the submission of CT Scans, detailed results of pulmonary function tests, laboratory tests, tissue samples, results of medical examination or reviews of other medical evidence. The Asbestos Trust may also require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods and procedure 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 Plibrico Entities to settle similar disease cases prior to the Petition Date, or (iii) a diagnosis by a physician shown to have been previously qualified as a medical expert with respect to the asbestos-related disease in question before a state or federal judge using the same methodology and standard is presumptively reliable, although the Asbestos Trust may seek to rebut the presumption.

Claimants who otherwise meet the requirements of this TDP for payment of an Asbestos Claim shall be evaluated without regard to the results of any litigation between the claimants and any

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available, the claimant must submit a signed declaration in the form provided by the Asbestos

other defendant in the tort system. However, any relevant evidence submitted in a proceeding in the tort system (exclusive of findings of fact, a verdict or judgment), may be introduced by either the claimant or the Asbestos Trust in any Individual Review Process conducted pursuant to Section 5.2(b) above or any Extraordinary Claim proceeding conducted pursuant to Section 5.3(a) above.

**5.6(b) Exposure Evidence.**

**5.6(b)(1) In General.** As set forth in Section 5.2(a)(3) above, to qualify for any Disease Level, the claimant must demonstrate a minimum exposure to an asbestos-containing product or to conduct for which the Plibrico Entities have legal responsibility. Claims based on conspiracy theories that involve no such exposure or conduct are not compensable under this TDP. To meet the exposure requirements of Expedited Review set forth in Section 5.2(a)(3) above, the claimant must show: (i) for all Disease Levels, Plibrico Exposure as defined in Section 5.6(b)(3) below prior to December 31, 1982; (ii) for Other Asbestos Disease (Disease Level I), Plibrico Exposure prior to December 31, 1982, plus Significant Occupational Exposure to asbestos as defined below; and (iii) for Asbestos/Pleural Disease (Disease Level II), Severe Asbestosis (Disease Level III), Other Cancer (Disease Level IV), or Lung Cancer 1 (Disease Level VI), six months of Plibrico Exposure prior to December 31, 1982, plus Significant Occupational Exposure to asbestos. If the claimant cannot meet the relevant exposure requirements for a Disease Level eligible for Expedited Review, the claimant may seek Individual Review pursuant to Section 5.2(b) of his or her claim based on exposure to an asbestos-containing product or to conduct for which the Plibrico Entities have legal responsibility.

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Trust certifying that the PFT was conducted in material compliance with ATS standards.

**5.6(b)(2) Significant Occupational Exposure.** "Significant Occupational Exposure" means employment for a cumulative period of at least five (5) years, in an industry and an occupation in which the claimant (i) handled raw asbestos fibers on a regular basis, (ii) fabricated asbestos-containing products so that the claimant in the fabrication process was exposed on a regular basis to raw asbestos fibers, (iii) altered, repaired or otherwise worked with an asbestos-containing product such that the claimant was exposed on a regular basis to asbestos fibers, or (iv) was employed in an industry and occupation such that the claimant worked on a regular basis in close proximity to workers engaged in the activities described in (i), (ii) and/or (iii).

**5.6(b)(3) Plibrico Exposure.** The claimant must demonstrate meaningful and credible exposure, which occurred prior to December 31, 1982, to an asbestos-containing product supplied, manufactured, installed, maintained or repaired by the Plibrico Entities or their predecessors. That meaningful and credible exposure evidence may be established by affidavit of the claimant, affidavit of one or more Co-workers,<sup>11</sup> or affidavit of a family member in the case of a deceased claimant, invoices, construction or similar records, or other contemporaneous documents. The Asbestos Trust can also require submission of other or additional evidence of exposure when it deems such to be necessary. In evaluating exposure evidence, the Asbestos Trust shall take into account the following factors:

(A) Site of Employment: The Trust shall, if practicable, develop a list of sites that are known to have received Plibrico Entity asbestos-containing products. If a claimant submits meaningful and credible evidence that he or she worked at such a site prior to December 31,

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<sup>11</sup> As used herein, "Co-worker" shall mean one or more individuals who provide competent sworn testimony (i) that the claimant worked with or around refractory products and (ii) that asbestos-containing products manufactured or distributed by the Plibrico Entities were present at the work site during the relevant period. A Co-worker's affidavit must provide evidence sufficient to show that the Co-worker meets this definition.

1982 and worked in proximity to Plibrico Entity asbestos-containing products during their installation, maintenance or repair, such evidence shall constitute presumptive evidence of exposure.

(B) Industry/Occupation: The Plibrico Entities had a specialized product line, manufacturing and distributing refractory products, for use in high heat applications. Because of the specialized nature and use of Plibrico Entity asbestos-containing products, the Asbestos Trust may consider that there is a limited universe of occupations in a similarly limited range of industries in which claimants are likely to have been either directly or indirectly exposed to asbestos-containing refractory products from the Plibrico Entities or their predecessors.

(C) Type of Industrial Exposure: The Asbestos Trust may consider the lesser exposure to a Plibrico Entity asbestos-containing product of claimants with mixed industrial exposures. A claimant will have a "mixed industrial exposure" where he or she worked for some period of time in an industry where refractory products were typically used and in an occupation where direct or indirect exposure to such products was likely, and also worked for some period of time in an industry where exposure to non-refractory asbestos-containing products (*e.g.*, insulation, friction products) was likely.

**5.7 Claims Audit Program.** The Asbestos Trust, with the consent of the TAC and the Futures Representative, may develop methods for auditing the reliability of medical evidence, including additional reading of X-rays, CT Scans and verification of pulmonary function tests, as well as the reliability of evidence of exposure to asbestos, including exposure to asbestos-containing products manufactured or distributed by the Plibrico Entities or their predecessors. The Asbestos Trust may also conduct random or other audits to verify medical and exposure information submitted in connection with this TDP. Notwithstanding the foregoing, to the extent

an asbestos claims payment trust has suspended acceptance of medical reports prepared by a particular doctor or screening facility, representative claims submitted to the Asbestos Trust that rely on reports prepared by those doctors or screening facilities shall be audited by the Trustee and any payment on those claims may be delayed or suspended pending the outcome of the audit. To the extent that more than ten percent (10%) of all claims initially submitted to the Asbestos Trust or subsequently submitted during any twelve-month period rely on reports prepared by an individual doctor or screening facility, representative claims shall be audited by the Trustee and any payment on those claims may be delayed or suspended pending the outcome of the audit. Furthermore, the Trustee may audit representative claims that rely on reports prepared by any doctor or screening facility if insurers who might be requested to pay those claims make a complaint to the Trustee with respect to such a doctor or screening facility that is supported by credible evidence warranting such an inquiry. In the event the Asbestos Trust reasonably determines that an individual or entity has engaged in a pattern or practice of providing unreliable medical evidence to the Asbestos Trust, the Asbestos Trust may decline to accept additional evidence from such provider. Further, in the event an audit reveals any instance of fraud or submission of fraudulent information, the Asbestos Trust may penalize any claimant or claimant's attorney by disallowing 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 affected claimants' Asbestos Claims, raising the level of scrutiny of additional information submitted from the same source or sources, refusing to accept additional evidence from the same source or sources, seeking the prosecution of the claimant or claimant's attorney for presenting a fraudulent claim in violation of 18 U.S.C. § 152, and seeking sanctions from the Bankruptcy Court.

**5.8 Second Disease Claims.** The holder of a claim involving a nonmalignant asbestos-related disease (Disease Levels I – III) may file a new claim for a malignant disease (Disease Levels IV – VII) that is subsequently diagnosed. Any additional payments to which such claimant may be entitled with respect to such malignant asbestos-related disease shall not be reduced by the amount paid for the nonmalignant asbestos-related disease, provided that the malignant disease had not been diagnosed by the time the claimant was paid with respect to the original claim involving the nonmalignant disease.

**5.9 Arbitration.**

**5.9(a) Establishment of Arbitration Procedures.** The Asbestos Trust, with the consent of the TAC and the Futures Representative, shall institute binding and non-binding arbitration procedures for resolving disputes concerning whether the Asbestos Trust's denial of a claim was proper, and/or whether the claimant's medical condition or exposure history for any claim involving Disease Levels I – VII meet the requirements of this TDP. Binding and non-binding arbitration shall also be available for resolving disputes over the liquidated value of a claim involving Disease Levels I – VII. Preponderance of the evidence shall be the applicable evidentiary standard for all arbitrations under this TDP.

In all arbitrations, the arbitrator shall consider the same medical and exposure evidentiary requirements that are set forth in Sections 5.2(a)(3) and 5.6 above. In the case of an arbitration involving the liquidated value of a claim involving Disease Levels I – VII, the arbitrator shall consider the same valuation factors that are set forth in Sections 5.2(b)(2) and 5.6 above. With respect to all claims eligible for arbitration, the claimant, but not the Asbestos Trust, may elect either non-binding or binding arbitration. These procedures may be modified by the Asbestos Trust with the consent of the TAC and the Futures Representative.

**5.9(b) Claims Eligible for Arbitration.** In order to be eligible for arbitration, the claimant must first complete the Individual Process with respect to the disputed issue. Individual Review will 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 liquidated value resulting from the Individual Review, and the claimant has notified the Asbestos Trust of the rejection in writing. Individual Review shall also be treated as completed if the Asbestos Trust has rejected the claim.

**5.9(c) Claims Arbitration.** The claims of one or more claimants may not be aggregated for purposes of arbitration and each individual claimant's arbitration shall be treated for all purposes as a separate action. Moreover, to the extent the arbitrator's award is equal to or less than the amount initially offered to the claimant by the Asbestos Trust, the amount to be paid to the claimant by the Asbestos Trust shall be reduced by the costs incurred by the Asbestos Trust in connection with the arbitration.

**5.9(d) Limitations on and Payment of Arbitration Awards.** In the case of a non-Extraordinary Claim involving Disease Level I, the arbitrator shall not return an award in excess of the Scheduled Value for that Disease Level as set forth in Section 5.2(a)(3). In the case of a non-Extraordinary Claim involving Disease Levels I – VII, the arbitrator shall not return an award in excess of the Maximum Value for the appropriate Disease Level as provided for by Section 5.2(b)(3) above, and for an Extraordinary Claim involving one of those Disease Levels, the arbitrator shall not return an award greater than the Maximum Value for such a claim as provided for by Section 5.3(a) above. A claimant who submits to arbitration and who accepts the arbitral award will receive payments in the same manner as one who accepts the Trust's original valuation of the claim.

**5.9(e) Arbitration of Disputes Concerning Work Sites and Qualifying Date Ranges.**

As provided in Section 5.6(b)(3)(A) above, arbitration shall be available for disputes over whether a specific Plibrico Entity asbestos-containing product was present at a particular site that is not included on the then current work site list. Arbitration shall also be available for disputes over whether a Qualifying Date Range should be expanded with respect to when a specific Plibrico Entity asbestos-containing product was present at a particular work site. If the arbitrator decides that the particular site should be included on the work site list, and/or that the Qualifying Date Range should be expanded, that decision shall be binding for all claims pending on the date of the decision and for all after-filed claims. If the arbitrator decides that the particular site should not be included on the work site list, and/or that the Qualifying Date Range should not be expanded, that decision shall be binding only on the claim that was the subject of the arbitration. However, the law firm or individual attorney that lost the arbitration will not be eligible to seek arbitration on behalf of another claimant of the same work site and date range issues that were the subject of the original arbitration unless the law firm or attorney can present additional evidence in support of its position that was not advanced in the earlier proceeding, provided further, however, that if the particular site is subsequently included on the work site list, and/or the particular date range is subsequently expanded, in a case brought by another law firm, the losing law firm or attorney may then rely on the work site list as supplemented and/or the date range as expanded, to establish Plibrico Entity exposure for all that firm's or attorney's pending and future claims.

**5.10 Litigation.** Claimants who elect non-binding arbitration and then reject their arbitral awards retain the right to enter the tort system pursuant to Section 7.5 below. However,

a claimant shall be eligible for payment of a judgment for monetary damages obtained in the tort system from the Asbestos Trust's available cash only as provided in Section 7.6 below.

## **SECTION VI**

### **CLAIMS MATERIALS**

**6.1 Claims Materials.** The Asbestos Trust shall prepare suitable and efficient claims materials ("Claims Materials") for all Asbestos Claims, and shall provide such Claims Materials upon a written request for such materials to the Asbestos Trust. The proof of claim form to be submitted to the Asbestos Trust shall include a certification by the claimant or his or her attorney sufficient to meet the requirements of Rule 11(b) of the Federal Rules of Civil Procedure. In developing its claim-filing procedures, the Asbestos Trust shall make an 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. A copy of the proof of claim form to be used by the Asbestos Trust shall be appended to these Trust Distributions Procedures. The proof of claim form may be changed by the Asbestos Trust with the consent of the TAC and the Futures Representative.

**6.2 Content of Claims Materials.** The Claims Materials shall include a copy of this TDP, such instructions as the Trustee shall approve, and a proof of claim form. If feasible, the forms used by the Asbestos Trust to obtain claims information shall be the same or substantially similar to those used by other asbestos claims resolution organizations. Instead of collecting some or all of the claims information from a claimant or the claimant's attorney, the Asbestos Trust may also obtain information concerning a claimant or his or her claims from any other asbestos claims resolution organization, including from electronic databases maintained by said organizations. However, the Asbestos Trust shall advise the claimant of its intention to gather

information concerning the claimant from such other organization and may do so in the absence of a timely written objection from the claimant. The claimant may elect, but will not be required, to provide the Asbestos Trust with evidence of recovery from other asbestos claims resolution organizations. If requested by the claimant and if capable of doing so efficiently, the Asbestos Trust shall accept information provided electronically.

**6.3 Withdrawal of Claims.** A claimant can withdraw an 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 statute of limitations and repose purposes, but any such claim filed after withdrawal shall be given a place in the FIFO Processing Queue based upon the date of such subsequent filing. A claimant can also request that the processing of his or her Asbestos Claim be deferred for a period not to exceed three (3) years without affecting the status of the claim for statute of limitation purposes, in which case the claimant shall also retain his or her original place in the FIFO Processing Queue. Except for claims held by representatives of deceased or incompetent claimants as set forth in Section 5.1(c) above, for which court or probate approval of the Asbestos Trust's offer is required, or an Asbestos Claim for which deferral status has been granted, a claim will be deemed to have been withdrawn if the claimant neither accepts, rejects, nor initiates arbitration within six (6) months of the Asbestos Trust's offer of payment or rejection of the claim. Upon written request and good cause, the Asbestos Trust may, in its sole discretion, extend this period for an additional six (6) months.

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

**6.5 Confidentiality of Claimants' Submissions.** All submissions to the Asbestos Trust by a holder of an Asbestos Claim of a proof of claim form and materials related thereto shall be treated as made in the course of settlement discussions between the holder and the Asbestos Trust, and intended by the parties to be confidential and to be protected by all applicable state and federal privileges, including but not limited to those directly applicable to settlement discussions. The Asbestos Trust will preserve the confidentiality of such claimant submissions, and shall disclose the contents thereof only in response to a valid subpoena of such materials issued by the Bankruptcy Court. 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 and before those courts having appellate jurisdiction related thereto.

## SECTION VII

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

**7.1 Showing Required.** To establish a valid Asbestos Claim, a claimant must meet the requirements set forth in this TDP. The Asbestos Trust may require the submission of X-rays, CT Scans, laboratory tests, medical examinations or reviews, other medical evidence, or any other evidence to support or verify the Asbestos Claim, and may further require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods, and procedures to assure that such evidence is reliable. All deadlines established herein shall be extended by a period commensurate with the time which elapses between the Asbestos Trust's request for additional information and the date the information or evidence is submitted by the claimant.

**7.2 Costs Considered.** Notwithstanding any provisions of this TDP to the contrary, the Trustee shall always give appropriate consideration to the cost of investigating and uncovering

invalid Asbestos Claims so that the payment of valid Asbestos Claims is not further impaired by such processes with respect to issues related to the validity of the medical or exposure evidence supporting an Asbestos Claim. The Trustee shall also have the latitude to make judgments regarding the amount of transaction costs to be expended by the Asbestos Trust so that valid Asbestos Claims are not unduly further impaired by the costs of additional investigation. Nothing herein shall prevent the Trustee, in appropriate circumstances, from contesting the validity of any claim against the Asbestos Trust, whatever the costs, or from declining to accept medical or exposure evidence from sources that the Trustee has determined to be unreliable pursuant to the Claims Audit Program described in Section 5.7 above.

**7.3 Discretion to Vary the Order and Amounts of Payments in Event of Limited Liquidity.** Consistent with the provisions hereof and subject to the FIFO Processing and Payment Queues, the Maximum Annual Payment, and the Claims Payment Ratio requirements set forth above, the Trustee shall proceed as quickly as possible to liquidate valid 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 income over time remains uncertain, and decisions about payments must be based on estimates that cannot be done precisely, they may have to be revised in light of experiences over time, and there can be no guarantee of any specific level of payment to claimants. However, the Trustee shall use his or her best efforts to treat similar claims in substantially the same manner, consistent with his or her duty as Trustee, the purposes of the Asbestos Trust, the established allocation of funds to claims in Categories A and B, and the practical limitations imposed by the inability to predict the future with precision.

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

**7.4 Punitive Damages.** Except as provided below for claims asserted under the Alabama Wrongful Death Statute or under the law of Texas for the death of an employee of a Plibrico Entity, in determining the value of any liquidated or unliquidated Asbestos Claim, punitive or exemplary damages, *i.e.*, damages other than compensatory damages, shall not be considered or allowed, notwithstanding their availability in the tort system. Similarly, no punitive or exemplary damages shall be payable with respect to any claim litigated against the Asbestos Trust in the tort system pursuant to Section 5.10 above and Section 7.6 below.

The only damages that may be awarded pursuant to this TDP to Alabama Claimants who are deceased and whose personal representatives pursue their claims only under the Alabama Wrongful Death Statute shall be compensatory damages determined pursuant to the statutory and common law of the State of Pennsylvania, without regard to its choice of law principles. The choice of law provision in Section 7.4 herein applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant's Jurisdiction pursuant to Section 5.2(b)(2) is determined to be the Alabama Wrongful Death Statute, shall govern only the rights between the Asbestos Trust and the claimant including, but not limited to, suits in the tort system pursuant to Section 7.6, and to the extent the Asbestos Trust seeks recovery from any entity that provided insurance to the Plibrico Entities, the Alabama Wrongful Death Statute shall govern.

The only damages that may be awarded pursuant to this TDP to Texas Claimants who are deceased employees of a Plibrico Entity and whose personal representatives or authorized agents pursue their claims only under the law of Texas shall be compensatory damages determined pursuant to the statutory and common law of the State of Pennsylvania, without regard to its choice of law principles. The choice of law provision in Section 7.4 herein applicable to any claim with respect to which, but for this choice of law provision, the applicable law of the Claimant's Jurisdiction pursuant to Section 5.2(b)(2) is determined to be the law of Texas, shall govern only the rights between the Asbestos Trust and the claimant including, but not limited to, suits in the tort system pursuant to Section 7.6, and to the extent the Asbestos Trust seeks recovery from any entity that provided insurance to the Plibrico Entities, the law of Texas shall govern.

**7.5 Interest.** The Asbestos Trust shall pay interest on all Asbestos Claims where a determination of a claim's liquidated value has been delayed for reasons unrelated to the adequacy of the claimant's claim submission, as follows: (i) for claims qualifying for Disease Level VII, interest shall begin to accrue on the date two (2) years following the claimant's filing of the claim with the Asbestos Trust; and (ii) for claims qualifying for all other Disease Levels, interest shall begin to accrue on the date five (5) years following the claimant's filing of the claim with the Asbestos Trust. Interest shall be simple and accrue at the one-year Treasury Bond rate in effect on January 1 of the year in which interest begins to accrue on the claim, said rate to be adjusted each January 1 to correspond to the one-year Treasury Bond rate.

**7.6 Suits in the Tort System.** If the holder of a disputed claim disagrees with the Asbestos Trust's determination regarding the Disease Level of the claim, the claimant's exposure history or the liquidated value of the claim, and if the holder has first submitted to non-binding

arbitration of the claim as provided in Section 5.9 above, the holder may file a lawsuit against the Asbestos Trust in the District Court for the Northern District of Illinois in accordance with 28 U.S.C. § 157(b)(5). Any such lawsuit must be filed by the claimant in his or her own right and name and not as a member or representative of a class, and no such lawsuit may be consolidated with any other lawsuit. All defenses (including, with respect to the Asbestos Trust, all defenses which could have been asserted by the Plibrico Entities or their predecessors), shall be available to both sides at trial; however, the Asbestos Trust may waive any defense and/or concede any issue of fact or law. If the claimant was alive at the time the initial pre-petition complaint was filed or on the date the proof of claim was filed, the case will be treated as a personal injury case with all personal injury damages to be considered even if the claimant has died during the pendency of the claim.

**7.7 Payment of Judgments for Money Damages.** If and when a claimant obtains a judgment in the tort system, the claim shall be placed in the FIFO Payment Queue based on the date on which the judgment became a final, non-appealable judgment. Thereafter, the claimant shall receive from the Asbestos Trust (subject to the Maximum Annual Payment, the Payment Percentage, and the Claims Payment Ratio provisions set forth above) a payment of the judgment that does not exceed the lesser of the judgment amount or two (2) times the amount awarded by the arbitrator in the proceedings pursuant to Section 5.9 relating to that claim. If the claimant's judgment exceeds the amount of the arbitral award, then the Asbestos Trust shall be additionally obligated to pay the claimant his or her statutory costs incurred in obtaining the judgment. Under no circumstances shall interest be paid pursuant to Section 7.4 or under otherwise applicable state law on any judgments obtained in the tort system.

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

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

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

## **SECTION VIII**

### **MISCELLANEOUS**

**8.1 Amendments.** Except as otherwise provided herein, the Trustee may amend, modify, delete, or add to any provisions of this TDP (including, without limitation, amendments to conform this TDP to advances in scientific or medical knowledge or other changes in

circumstances), provided he or she first obtains the consent of the TAC and the Legal Representative pursuant to the Consent Process set forth in Sections 6.6 and 7.7 of the Asbestos Trust Agreement, except that the right to amend the Claims Payment Ratio is governed by the restrictions in Section 2.5 above and the right to adjust the Payment Percentage is governed by Section 4.2 above.

**8.2 Adjustment to Average and Maximum Values.** The Average and Maximum Values set forth in Section 5.2(b) shall remain unchanged until three (3) years after the Effective Date. In the third year and at three year intervals thereafter, the Asbestos Trust, in consultation with the TAC and the Futures Representative, shall adjust any or each of the Average and Maximum Values to account for inflation or deflation, as reflected by the Consumer Price Index.

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

**8.4 Governing Law.** Except for purposes of determining the liquidated value of any Asbestos Claim, administration of this TDP shall be governed by, and construed in accordance with, the laws of the State of Illinois. The law governing the liquidation of Asbestos Claims

shall be the law of the Claimant's Jurisdiction as described in Section 5.2(b)(2) above in effect at the time the claim is filed.

**8.5 Change in Law.** In the event that the federal government establishes a fund to compensate asbestos personal injury claimants generally or specifically as to the Plibrico Entities, and the Asbestos Trust continues in existence, holders of Asbestos Claims may elect to seek compensation either from the Asbestos Trust or from the federal fund. If the claimant elects to seek compensation from the federal fund, but the compensation awarded is less than the full value of the Asbestos Claim, the claimant may seek to recover the uncompensated portion of the claim from the Asbestos Trust. The Asbestos Trust shall take all steps necessary to ensure that claimants do not receive a double recovery from the Asbestos Trust and a federal fund based upon their alleged exposure to a Plibrico Entity asbestos-containing product. Such steps shall include barring claimants who have received full compensation from a federal fund based in whole or in part on their exposure to a Plibrico Entity asbestos-containing product from receiving additional compensation from the Asbestos Trust and incorporating in any release obtained from claimants a release of any claim on such a federal fund that would inure to the detriment of the Plibrico Entities.

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